



561-922-3007 ext. 102

561-922-3008 Fax

Email: shortsale@laplayatitle.com

CLIENT INFORMATION SHEET

Seller's Name #1

Social Security Number

Seller's Name #2

Social Security Number

Phone No.

Cell No

Fax No.

Email Address Seller #1

Email Address Seller #2

Seller's Mailing Address

City

State

Zip

Homeowner or Condo Association Contact Name and Phone # Payment info and outstanding balance, I/A

Seller's Water Utility Information Acct # and to Whom it is Paid and outstanding balance, I/A.

Property Address

City

State

Zip

Listing Agent's Name

Cell Phone No.

Email

Listing Broker's Name and Address (needed for Equator System)

MLS No.

Buyer's Name

Date of Birth

Buyer's Mailing Address

First Five of Social Sec. No.

Buyer's Home Phone

Cell Phone

E-mail Address

Selling Agent Name

Cell Phone No.

Email

Selling Broker's Name and Address (needed for Equator System)

Buyer's Lender/Mtg Broker and Contact Name

Buyer's Lender Phone Number

Email Address

RICHARD G. CHOSID, ESQ. P.A.

ATTORNEYS AT LAW

SHORT SALE RETAINER AGREEMENT

This Agreement is for legal services and representation relating to representation relating to the disposition of your designated property through a **short sale**. A short sale occurs when your lender accepts less than the outstanding balance due on the mortgage and note from the prospective purchaser. It is altogether possible that as part of such a transaction it may become necessary for the Client to pay the lender something in return for the elimination of some or the entire shortfall. Furthermore, even in the event of a successful short sale the Lender may pursue a deficiency judgment for any sum due under the mortgage and left unpaid. The Short Sale Division shall undertake to negotiate with the lender to cancel the debt in order to allow the short sale to occur. The Firm will always attempt to minimize your liability for any outstanding obligations related to the real estate by negotiating on your behalf. However, it is understood that **the complete or partial cancellation of the debt is not guaranteed**. It is altogether possible that in order to ensure the sale will be concluded you may be required to sign a note for some portion of the debt. The Firm is being engaged for the sole purpose of facilitating a short sale of the real estate which is subject to a mortgage and note which has an outstanding balance in excess of the current market value. This Agreement is entered into between Richard G. Chosid, Esq. P.A. (hereinafter referred to as "THE FIRM" or "Attorney"), Short Sale Division, and _____ (hereinafter referred to as "CLIENT") made on _____, 20____, based upon the terms and conditions set forth below.

CLIENT'S NAME ("Client"): _____

Property Address: _____

Client Contact Info: Home Phone: _____ **Cellular Phone:** _____

Email Address (weekly updates be provided via email only): _____

Designated File Reference Number: (To be assigned by law firm) _____

Limited Legal Representation: **Limited to Short Sale Representation**

Legal services may involve the review of the current status of the property and all loans thereon, establishing a strategy to proceed with a sale, reviewing and possibly modifying any purchase agreement which may be presented, negotiating with the Lender regarding the liability for the outstanding balance due or the elimination thereof (some or all); reviewing various documents related to the original loan transaction as well as documents having to do with the processing and approval of the proposed sale by the Lender, the approval letters from Lender, including the minimum amount which Lender shall agree to accept in order to approve any short sale, waivers of deficiencies, and release of liability agreements, contacts with the real estate agents involved in the transaction, the preparation of documents required of the Seller for closing as well as the review of title documentation and assisting in obtaining any necessary releases or waivers called for by a title commitment, in anticipation of a sale; reviewing the buyer loan commitment or proof of funds; coordinating any related wire transfers, funding and disbursement of funds; coordinating the various activities as required with the title agents and/or attorneys for buyers. The representation by this Firm **does not include** representation in connection with any foreclosure litigation, bankruptcy, any Internal Revenue Service representation, including but not limited to the filing of tax forms or the negotiation related to imputed income. It also does not include any negotiations or dealings with homeowners or condominium association matters, or negotiations with other creditors other than the first and second mortgage companies. Any such additional

services outside the services outlined herein may be subject to further and separate engagement terms and conditions as well as fees and costs. No Tax representation is offered by the Firm and Client is encouraged to consult with a Certified Public Accountant or tax attorney for tax advice related to the specifics of the situation.

Upon the execution of this Agreement by Client, including the above, the parties shall be subject to the following terms and conditions:

1. **AUTHORIZATION.** The CLIENT authorizes **THE FIRM** to act on behalf of the CLIENT and do anything necessary on the CLIENT's part which may be appropriate to CLIENT'S representation in the short sale matter. Persons other than the lawyer shall be participating on behalf of the CLIENT under the authority of **THE FIRM**. For purposes of this Agreement the value of the hourly services of the Attorney shall be calculated at \$350.00 per hour in the event of an early termination of this service agreement pursuant to the terms and conditions stated below.

a. **PARALEGAL SERVICES.** All paralegal services shall be included in the fees outlined below. However, for billing purposes, it is agreed that the expenditure of time by paralegals, trainees and law clerks (not secretaries) will be billed at the rate of \$180.00 per hour for the purpose of determining fees in the event of an early termination of services pursuant to the terms and conditions stated below.

2. **REPRESENTATION.** CLIENT acknowledges that neither **THE FIRM** nor any representative or agent has made **any guarantees concerning the outcome** of the representation. All expressions which relate to the possible results in the MATTER are based strictly on **THE FIRM'S** opinion. In fact, **THE FIRM** has made it a point to make it clear that there is a likelihood that the Lender may not approve of any offer presented through the process of a short sale.

3. **TIME IS OF THE ESSENCE in all matters related to this agreement.**

4. **FEES:** In the case of a short sale, upon the Firm closing a short sale transaction, a success fee shall be due in the amount of \$3500.00. This fee is usually paid at the closing and is included on the closing statement and deducted from the amounts due Lender. Under these circumstances you should note that you **WILL NOT** be personally liable for the legal success fee. If the Firm is unable to or does not collect a fee from the Lender, it is agreed and understood that the success fee **WILL NOT** be collected from the **CLIENT**.

a. **SELLER FAILURE TO CLOSE.** In the case of the seller backing out of the short sale transaction before it is closed, legal fees will be enforced and will be due for time expended by THE FIRM. Amounts due will be the same success fee charged to the lender in a successful short sale transaction, \$3500.00 and will be paid out by seller.

5. **TERMINATION OF ENGAGEMENT:** You have the right to terminate our representation at any time. However, the Firm also has the same right to terminate its representation of you, subject to an obligation to give you reasonable notice to arrange for alternative representation. In the event of termination of employment of our Firm at the request of either the client or ourselves, we will submit our statement for accrued services and costs, and expect that it will be promptly paid. We reserve the right to retain your files and our work pending payment of our outstanding bill.

6. **RIGHT TO WITHDRAW.** CLIENT further understands and agrees that **THE FIRM** shall have the right to withdraw from representation of the CLIENT if the CLIENT prior to the conclusion of a short sale for any reason whatsoever; particularly if the CLIENT has misrepresented material facts to **THE FIRM**; or if the CLIENT fails to follow **THE FIRM'S** advice. In any of these events the CLIENT agrees to execute such documents as will permit **THE FIRM** to withdraw from representation. **THE FIRM** shall have a charging lien on its work product and other benefits which result from the work which has been performed up to the time of its withdrawal.

7. **ENFORCEMENT.** Should it become necessary to enforce the terms of this Agreement through legal proceedings, the CLIENT agrees to pay any and all fees and costs incurred by **THE FIRM**, including the value of the services provided by THE FIRM in connection with any collection

proceedings, as well as pre-judgment interest, and any additional costs, fees and expenses incurred in connection with such proceedings through and including any necessary appeal. The agreement to pay **THE FIRM'S** fees involved in the collection of legal fees or enforcement of the terms of this Agreement includes the time expended by **THE FIRM**, particularly including any fees and costs incurred by **THE FIRM** or its associates and employees. **CLIENT AGREES AND HEREBY WAIVES THE CLIENT'S RIGHT TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE.** Moreover if such collection is required, the CLIENT agrees that the exclusive jurisdiction shall be in Broward County, Florida. Moreover, the CLIENT understands and agrees that **THE FIRM** has the right to seek and impose a Charging Lien or Retaining Lien, whichever may be appropriate under the circumstances, that applies to any papers, pleadings, documents and other such things in the possession of **THE FIRM**. The CLIENT specifically agrees that any such Lien shall apply to any and all property or monies recovered, including, but not limited to any property that would otherwise be protected from creditors, such as Homestead property. Moreover, client acknowledges that in the event that client violates the terms of this Agreement or the Short sale does not close for any reason, then Richard G. Chosid, Esq. P.A. shall be entitled to file and record a charging lien against the subject property for its fees and costs.

8. By executing this **AGREEMENT**, you acknowledge that you have read, approved and accepted the terms and conditions as stated herein and you agree to be bound by the terms of this AGREEMENT. It is the sincere intention of the FIRM that you are pleased with the quality and efficiency of our work. Although we cannot guarantee the success of any given task, we do commit to represent your interest as diligently and effectively as possible. It is our honor to have the opportunity to represent you, and we all are eager to undertake the designated tasks in order to resolve your issues as quickly as possible.

Client specifically agrees to accept all communications, via email, from Richard G. Chosid, Esq. P.A., Short Sale Division, and does specifically authorize the use of the email address provided on Page 1 hereinabove for all Attorney/Client communications regarding the matters covered under this retainer agreement.

WARNING

THE CLIENT UNDERSTANDS THAT HE OR SHE HAS THREE (3) CALENDAR DAYS IN WHICH HE OR SHE MAY CANCEL THIS AGREEMENT BY DELIVERING, Emailing, OR FAXING A CANCELLATION IN WRITING. IN THE EVENT OF CANCELLATION, RICHARD G. CHOSID, ESQ. P.A., SHALL TAKE NO FURTHER ACTION ON BEHALF OF THE CLIENT. IRRESPECTIVE OF ANY WORK THAT MAY BE DONE, AT THE CONCLUSION OF REPRESENTATION CLIENT SHALL HAVE TEN (10) DAYS TO PICK UP THE FILE FROM THE FIRM, AND UPON THE FAILURE THEREOF THE CLIENT SPECIFICALLY HEREBY AUTHORIZES THE FIRM TO PERMANENTLY DISPOSE OF OR DESTROY THE FILE AND ITS CONTENTS.

THIS IS A LEGAL, BINDING CONTRACT. BEFORE SIGNING PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT AND WE WILL GIVE YOU A FULL EXPLANATION!

READ, UNDERSTOOD, ACKNOWLEDGED and AGREED:

Richard G. Chosid, Esq. P.A.
Short Sale Division 561-922-3007 X 102
148 North Federal Highway
Deerfield Beach, Florida 33441

APPROVED, AGREED and ACCEPTED this ____ day _____ 20__

BY: _____
Richard G. Chosid, Esq.

CLIENT SIGNATURE

CLIENT PRINTED NAME

RICHARD G. CHOSID, ESQ. P.A.

ATTORNEYS AT LAW

Borrower Name: _____ SS# _____

Co-Borrower Name: _____ SS# _____

Subject Property Address: _____ Phone # _____

Lender Name: _____ Loan # _____

Authorization to Release Information

The undersigned hereby authorize the above referenced lender to release to Richard G. Chosid, Esq. P.A. and WeRShortsales Guaranteed, its staff and employees any and all information pertaining to the above referenced loan.

If this matter pertains to a pre-foreclosure resolution, the undersigned further authorize you to provide to Richard G. Chosid, Esq. P.A., any and all information and documentation that it may request pertaining to the Lender's requirements and documentation in order to effectuate the foreclosure resolution.

The undersigned further authorizes referenced Lender to speak with attorneys from Richard G. Chosid, Esq. P.A. and WeRShortsales Guaranteed specifically, our staff including Richard G. Chosid, Esq., Kaili Esposito, Shakira Robert, Patti Abrams, Crystal Goodwin and Jason Jobbitt in connection with any matters pertaining to our loan as referenced hereinabove.

Signature Borrower

Date

Print Name

Signature Co-Borrower

Date

Print Name

Real Estate Agent



148 North Federal Highway
Deerfield Beach, FL 33441

561-922-3007 ext. 102
561-922-3008 E-Fax

[E-mail: shortsale@laplayatitle.com](mailto:shortsale@laplayatitle.com)

Borrower Name: _____ SS# _____

Co-Borrower Name: _____ SS# _____

Subject Property Address: _____ Phone # _____

Lender Name: _____ Loan # _____

Authorization to Release Information

The undersigned hereby authorize the above referenced lender to release to La Playa Title, its staff and employees any and all information pertaining to the above referenced loan.

If this matter pertains to a pre-foreclosure resolution, the undersigned further authorize you to provide to La Playa Title, any and all information and documentation that it may request pertaining to the Lender's requirements and documentation in order to effectuate the foreclosure resolution.

The undersigned further authorizes referenced Lender to speak with our staff including Richard G. Chosid, Esq., Kaili Esposito, Shakira Robert, Patti Abrams, Crystal Goodwin and Jason Jobbitt in connection with any matters pertaining to our loan as referenced hereinabove.

Signature Borrower

Date

Print Name

Signature Co-Borrower

Date

Print Name



148 North Federal Highway
Deerfield Beach, FL 33441
561-922-3007 ext. 102
Fax 561-922-3008

LA PLAYA TITLE ADDENDUM

_____ Seller (s) and
_____ Buyer (s) concerning
the property described as: _____

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree as follows:

Due to the nature of the Short Sale, the closing agent and issuing title insurance agent for the above transaction will be La Playa Title LLC, 148 North Federal Highway, Deerfield Beach, FL 33341, (561) 922-3007. Seller agrees to pay the Title Insurance Premium and Buyer agrees to pay an \$850.00 closing fee to La Playa Title LLC.

All escrow deposits must be transferred to La Playa Title no later than 15 days prior to closing. The owner's title insurance premium will be approved and paid for from the lender's gross proceeds upon a successful short sale approval and closing.

IN WHITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

Seller Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Broker / Agent Signature: _____ Date: _____



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AGENTS, BUYER & SELLER
ESCROW ACKNOWLEDGEMENT

WeRshortsales Guaranteed will negotiate on behalf of the seller at no cost to the seller or Agent. LaPlaya Title will hold all deposit monies on short sale transactions. WeRshortsales Guaranteed will not negotiate any transactions unless there is at least \$1,000.00 in escrow.

In the event that the short sale is approved by all Lenders within 90 days of receiving the contract and Buyer defaults under the terms specified in the Contract, Buyer and Seller authorize the Escrow Agent to disburse \$1,000.00 from the Escrow Deposit to WeRshortsales Guaranteed.

LISTING AGENT Date

SELLER Date

SELLER Date

SELLING AGENT Date

BUYER Date

BUYER Date



561-922-3007 ext. 102

561-922-3008 Fax

Email: shortsale@laplayatitle.com

Documents Required for Lender

- ___ Two (2) Months Bank Statements
- ___ Two (2) Pay check stubs or 6 months profit and loss statements
- ___ Two (2) years tax returns or Extension Form for 2012 Taxes and supply 2011 Tax Return
- ___ Third Party Authorization Form All Lenders
- ___ Borrower's Financial Disclosure Form and or Expense Sheet
- ___ Hardship explanation letter
- ___ Copy of Declaration Of Homeowners Insurance (For Insurance Amt Calculation)
- ___ Copy of current Mortgage Statement(s) or Coupon for All Home Loans

Please initial by the documents you have included with your package.

If you are missing any of the above Documentation and cannot provide us a copy, then you must put a sheet in the package with the name of the document and a reason that you cannot supply us with that document. Example: 2008 Tax Return you would write – 2009 Tax Return missing because I have not filed and have filed an extension.

PLEASE SEND COPIES ONLY OF ALL DOCUMENTATION. NO ORIGINAL TAX RETURNS OR BANK STATEMENTS.

NOTE: We can only process your file when we have received ALL of your documentation, we can not submit your documents one at a time to the Lender. If we have not received all of the above required documentation your file will not be processed.

PERSONAL FINANCIAL WORKSHEET

PART A: BORROWER INFORMATION

Borrower Name		Social Security No.	
Co-Borrower's Name		Social Security No.	
Borrower's Phone Number- Daytime: Evening:	Co-Borrower's Phone Number- Daytime: Evening:		
Property Address:		Mailing Address if different from Property Address	
Street Address:		Street Address:	
City: ST: Zip:	City: ST: Zip:		
Employer:	Position:	Employer:	Position:
Employment Dates (from-to)	Annual Salary: \$	Employment Dates (from-to)	Annual Salary: \$

PART B: ASSETS

	DESCRIPTION	ESTIMATED VALUE (A)	AMOUNT OWED (B)	NET VALUE (A - B)
1	Cash	\$	\$	\$
2	All Checking & Savings Accounts	\$	\$	\$
3	Certificates of Deposits (CD's)	\$	\$	\$
4	Stocks/Bonds/Mutual Funds	\$	\$	\$
5	All Retirement Assets (401(k)s, IRAs, etc.)	\$	\$	\$
6	TOTAL LIQUID ASSETS (add lines 1-6)	\$	\$	\$
	DESCRIPTION	ESTIMATED VALUE (A)	AMOUNT OWED (B)	NET VALUE (A - B)
7	Primary Home	\$	\$	\$
8	Other Real Estate	\$	\$	\$
9	Automobile(s)	\$	\$	\$
	Make Model Year	\$	\$	\$
	Make Model Year	\$	\$	\$
10	Cash Value of Life Insurance	\$	\$	\$
11	Personal Property (computers/furniture, etc.)	\$	\$	\$
12	Other Assets (Limited Partnerships, etc.)	\$	\$	\$
13	TOTAL NON-LIQUID (add lines 7-12)	\$	\$	\$
14	TOTAL NET VALUE (add lines 6-13)	\$	\$	\$
15	Other Debt Bal (credit cards, notes credit lines)*	\$	\$	\$

*Explain in Detail:

Have you filed bankruptcy? If yes, Filing Date:
Yes No Chapter 7 Chapter 13

Has your bankruptcy been discharged? Yes No If yes, please provide a copy of the discharge paper.

PART C: PROPERTY DESCRIPTION (If Subject Property is Rented)

Address of Property Involved in Workout:

Street:	City:	ST:	Zip:
Tenant Name, If Applicable	Monthly Rent	Monthly Last Paid	Date Lease Expires

PART D: DEPENDENTS

Name

PART E: MONTHLY INCOME		Page 2		
	DESCRIPTION (MONTHLY)	Borrower	Co-Borrower	TOTAL
1	Gross Salary Wages			
2	Overtime Wages			
3	Commissions (how often paid)			
4	Bonuses (when paid)			
5	Social Security			
6	Disability (short term or long term)			
7	Other Income (interest, rental, etc.)			
8	Alimony**			
9	Child Support**			
10	TOTAL MONTHLY INCOME (add lines 1-9)			
11	Less: Federal, FICA, and State Income Tax			
12	Other Deductions (401k, etc.)			
13	TOTAL DEDUCTIONS (add lines 11 & 12)			
14	NET PERSONAL INCOME (line 10 minus line 13)			

	DESCRIPTION (MONTHLY)	MONTHLY PMT	BALANCE DUE
1	Primary Home Mtg (include taxes & insurance)		
2	Taxes on primary home (if not included in #1)		
3	Insurance on primary home (if not included in #1)		
4	Rent Payment (if tenant in property)		
5	Maintenance on primary home		
6	Other Mortgages		
7	HOA Fees		
8	Automobile Loan(s)		
9	Car expenses (gas, maintenance, parking)		
10	Credit Cards (minimum payment)		
11	Alimony		
12	Child Support		
13	Child Care		
14	Insurance (automobile, health, & life)		
15	Medical expenses (uninsured)		
16	Utilities (water, electricity, gas, etc.)		
17	Telephone		
18	Cable TV		
19	Groceries and Toiletries		
20	Dry Cleaning and Clothing		
21	Entertainment (hobbies, dinner, movies, etc.)		
22	School Tuition		
22	Dependent Care		
23	Other Monthly Expenses*		
24			
25			
	*Explain:		
26	TOTAL PERSONAL EXPENSES (add lines 1-27)		

ACKNOWLEDGEMENT AND AUTHORIZATION

I (we) agree that the financial information provided is an accurate statement of my (our) financial status. I (we) understand and acknowledge that any action taken by the lender of my (our) mortgage loan on my (our) behalf will be made in strict reliance on the financial information provided. I (We) authorize verification or re-verification of any information contained in this Financial Statement at anytime by the lender, its agents, successors and assigns, either directly or through a third party, including but not limited to a credit reporting agency, from any source named in this Financial Statement or otherwise submitted in connection therewith. My (Our) signature(s) below grants the lender the authority to contact my realtor, credit counseling service representative (if applicable), or any third party with respect to matters represented in this Financial Statement.

By: _____ Date: _____
Signature of Borrower

By: _____ Date: _____
Signature of Co-Borrower

RICHARD G. CHOSID, ESQ. P.A.

ATTORNEYS AT LAW

INSTRUCTIONS FOR HARDSHIP LETTER

1. Start with:

The hardship(s) that lead to my current foreclosure situation is/are as follows:

2. Detail the hardship(s) and the date(s) of occurrence(s)

3. Examples (ALWAYS INCLUDE AT LEAST ONE OF THESE)

Victim of a High Interest or Interest only loan
Victim of an Adjustable Rate Mortgage
Personal Crisis
Health Crisis
Death/Family Crisis
Job Loss
Reduction in Wages or Self Employed Income
In Prison
Insolvency
Unable to Sell/Rent house
Deported
Military Service (Iraq War gives automatic extension)
Out of work due to extended illness
Accident or injury and out of work for extended period
Divorce
Other

4. Conclude with and copy the following EXACTLY AS IT IS:

As you can see, my situation is a direct result of circumstances that were out of my control. (Attach any proof you might have)

I would like the opportunity to rebuild my life and avoid foreclosure on my credit record.

I have my home listed with _____ and would like to ask that you cooperate with them as they assist me in selling my house. They will submit a full Short Sale Package as soon as an offer is received.

Thank you so much for your consideration.

Signature(s):