



Verified Trustee Sale Agreement

BetterQuest has been contracted to assist (clients name) _____

Borrower SSN: _____ Co Borrower SSN: _____

In regards to the said property located at:

Address _____
City _____ St _____ Zip _____

Verified Trustee Sale.

Client agrees to pay a monthly postponement fee in the amount of \$950.00 for this service. The monthly Postponement fee will be charged for a 30-day cycle, client understands that some postponements may be in excess of the 30-day cycle. Should any postponement be in excess of the 30 day period, client understands that they will be billed either for the excess days of postponement on each month or may elect to be billed on the anniversary date of each postponement which will be calculated at the original postponement date.

_____ *Initial Here*

The initial start up fee to enroll in the postponement program will consist of the monthly postponement fee for a total of \$950.00, beginning on _____, 2012. This postponement will be good for a period of 30 days from the original Trustee Sale Date and must be renewed each month for future postponements at least 2 business days prior to the expiration of the delayed and renewed postponement date.

Trustee Sale dates with 24 business hours notice until sale date will be accessed a rush fee in the amount of \$300.00.

I wish to enroll for monthly postponements for each month from the date that this agreement is signed and executed. The monthly postponement fee is \$950.00. Monthly payments are due on the _____ of every month. (Subsequent Payments for this service are to be made every 30 days.)

If the payment is not received, after services are rendered there will be a immediate request for a reversal of that service. Payments are considered received, once they are posted to the bank account and funds have cleared. **It is advised that certified funds are deposited to avoid any delays for postponements.**

Non-payment

Clients wishing to re-enter the program after not submitting timely payment will subject to re-entry fee of \$300.00. Any non-payment of past due amounts must be paid and brought current to re-enter the program.

Warranties or Guarantees

Client understands that each Trustee and Lender operate differently. At no time will **BetterQuest** guarantee any postponement. Client agrees to hold harmless **BetterQuest** or any of its officers, agents, and affiliates of any liability if postponement does not go through for any reason. Client understands that this is a monthly postponement service and may stop at anytime for any reason.

Mediation:

BetterQuest, and the client agree to mediate any dispute or claim arising between them as a result of this agreement, or resulting transaction. Before resorting to arbitration or court action. **BetterQuest**, and Client agree to mediate any disputes, who in writing agree to such mediation prior to, or within a reasonable time after the dispute or claim is presented. Mediation fees if any will divided equally between both parties. If either party refuses to mediate after request is made, then that party shall not be entitled to recover any attorney fees.

I, _____, have read and understand this agreement and authorizes **BetterQuest** ,to assist/consult on my behalf in regards to the property mentioned above.

Signature

Date

Printed Name

Disclaimer

BetterQuest is in no way trying to permanently prevent foreclosure. At no point will BetterQuest be contacting your lender or giving you advice on how to prevent your foreclosure. BetterQuest is simply working at the trustee level to delay the trustee sale of our client's properties. We are not an attorney firm and we are not offering any legal advice nor representing you in any way. We advise clients to consult their local attorney or tax professional. BetterQuest is not collecting any advanced fees as services are provided prior to BetterQuest being paid. BetterQuest, Verified Trustee Sale has no guarantees. BetterQuest should be used as the last resort for anyone who intends to keep their home after exhausting all other avenues. All clients realize that THEIR HOUSE CAN BE FORECLOSED ON WHILE IN THIS SERVICE " There are no warranties / guaranties given implied or otherwise granted.

I agree to, and understand that I will not hold BetterQuest or its agents, representative, counselors, employees or affiliates responsible for any action taken by my lender, trustee or any government agency regarding my current foreclosure.

I, _____, have read and understand this agreement and authorizes BetterQuest ,to assist on my behalf in regards to the property mentioned above.

Date

Signature

Printed Name

Property Address

BORROWER AUTHORIZATION

Client Name: _____ SS Number: _____

Client Name: _____ SS Number: _____

Client Address: _____

Subject Property
Address: _____

Mortgage Company(s)

First Mortgage Lender: _____
Loan Number: _____

Trustee Name: _____

Trustee Sale number: _____

Trustee Sale Date _____ Time: _____

If you have the trustee sale notice please fax that document along with this Authorization form.

AUTHORIZATION: I hereby authorize my lender/mortgage company(ies) to deliver documents to Save Our Home concerning my account. Further, I hereby authorize my lender/mortgage/trustee company(ies) identified above to discuss my account(s) with the individuals and representatives of the organization that I have identified below as my agents. This authorization will remain in effect until I specifically notify my mortgage company in writing of cancellation, and shall terminate as of that date. I thus empower the persons designated hereunder to receive and review any and all documents produced pursuant to this authorization.

MY DESIGNATED AGENT IN FACT IS SAVE OUR HOME. I AUTHORIZE SAID DESIGNEE(S) TO DO WHATEVER IS REASONABLY AND LEGALLY POSSIBLE TO AVOID FORECLOSURE, OR OTHERWISE HELP TO RENEGOTIATE MY LOAN WITH MY LENDER, WHETHER MY LOAN IS CURRENT OR DELINQUENT, DUE TO THE HARDSHIP THAT I AM EXPERIENCING.

X
Borrower Signature _____

Date

X
Co Borrower Signature _____

Date

Client Enrollment and Intake Sheet

☐ 30 Day Postponement

☐ Eviction Defense

Client Name: _____

Subject Property: _____

Enrollment Date: _____

Trustee Sale Date: _____

Lender: _____ Loan Number: _____

Trustee _____ Trustee Sale Number: _____

Home Phone: _____

Full Social Security Number: _____

Must Answer Questions: (Not for Eviction Defense)

1. Are you currently under loan modification review? _____

2. Have you filed Bankruptcy in the past 12 months? _____

If so what chapter? _____ Dismissal Date _____

3. When was the original Notice of Default sent to you? _____

4. Is this the first time you have a scheduled sale date? _____

IF NOT

What steps have you taken in the past to postpone your foreclosure sale?

5. Have you ever hired a third party company to help you with your foreclosure sale postponement?
IF SO WHAT DID THEY DO TO POSTPONE THE SALE?

***MUST SUBMIT THE FOLLOWING DOCUMENTS**

A) Client Intake Sheet

B) Notice of Sale by Trustee or Attorney

C) Mortgage Statement

PAYMENT FORMS ACCEPTED

- **Cash * Money Order * Cashier's Check to:**
- **(Sorry No Personal Checks) reference – BetterQuest on check**

ACCOUNT RECEIVER INFORMATION:

Beneficiary / Recipient Name: **Capital Concepts Holdings LLC**

Beneficiary Address: **3535 E Coast Hwy #62 Corona Del Mar, Ca 92625**

Beneficiary Bank Name: **Bank of America**

Beneficiary Bank Address: **3300 E Coast Hwy Corona del Mar, Ca 92625**

Beneficiary Bank Account #: **0913171953 - Cash* MO* CC**

Routing Number# **122000661**

* Complete & full enrollment will not be executed until payment has been made in full.

X _____
Customers Signature

X _____
Customer Printed Name

X _____
Customers Signature

X _____
Customer Printed Name