**BORROWER AUTHORIZATION**

Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address (if different from subject property):

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subject Property

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Third Party 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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**

Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enrollment Date: Trustee Sale Date & Time: \_\_\_\_\_\_\_\_\_\_\_\_\_

Lender: Loan Number:

Trustee Trustee Sale Number:

1. Are you currently under loan modification review? Yes No
2. Are you currently attempting a short sale? Yes No
3. Have you filed Bankruptcy in the past 12 months? Yes No

 If so what chapter? 7 11 13 Dismissal Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. When was the original Notice of Default sent to you? Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Is this the first time you have a scheduled sale date? Yes No

**IF NOT**

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

1. Have you every 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 Enrollment & Mediation Agreement**

**B) Client Intake Sheet**

**C) Borrowers Authorization**

**D Notice of Sale by Trustee or Attorney**

**E) Mortgage Statement**

**Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TSP Agreement**

 Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In regards to the said property located at:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client agrees to pay a monthly fee in the amount of **$650.00** for this service. Client may cancel anytime or may elect to be billed on the monthly anniversary. Client MUST notify Third Party of cancellation prior to monthly anniversary date in writing or email. Failure to notify Third Party of cancellation will result in an outstanding balance due.

**\_\_\_\_\_\_\_\_\_\_\_\_** *Initials*

**Request for delay submitted with less than 2 business days prior to the Sale Date & TIME are subject to a RUSH fee of $200.00.**

**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.**

**Warranties or Guarantees**

Client understands that each Trustee and Lender operate differently. At no time will Third Party guarantee any postponement. Client agrees to fully indemnify and hold harmless Third Party 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.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read and understand this agreement and authorize Third Party., to assist on my behalf in regards to the property mentioned above.

X

Borrower Signature Date

X

Co Borrower Signature Date

**Disclaimer**

Third Party is in no way trying to permanently prevent foreclosure. This service is a temporary delay service and does not prevent foreclosure, nor does it delay or stop the foreclosure process. We are not an attorney firm and we are not offering, providing nor implying any legal advice nor representing you in any way. We advise clients to consult their local attorney or tax professional. **This service 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 / absolutely no guaranties given implied or otherwise granted.

I agree to hold harmless and fully indemnify the Third Party 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 authorize Third Party to assist on my behalf in regards to the property mentioned above.

X

Borrower Signature Date

X

Co Borrower Signature Date

Property Information

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Mediation Agreement

### 1. *Agreement to Mediate:* In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, Interpretation or validity thereof, including the determination of the scope or applicability of this agreement (“Dispute”), we agree that both parties agree to not file a lawsuit but to submit any such dispute to mediation administered by ADR Services, Inc. located at 19000 MacArthur Boulevard, Suite 550 Irvine, California 92612 Tel (949) 863-9800 Fax (949) 863-9888 in accordance with its mediation rules.

### 2. *Initiating Mediation*: Any party to this agreement may demand mediation at any time by serving a written demand in person or by mail to the opposing party with a copy of the demand and of the dispute resolution agreement to ADR Services, Inc.

3. *Enforcement*: The parties agree that the mediation provisions of this Agreement may be enforced in the same manner as an arbitration agreement, by petition to any court having jurisdiction for the appointment of a mediator in the same manner as a

petition for the appointment of an arbitrator. Further, the parties agree the court may award attorney fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

4. *Fees and Costs*: The fees and costs of the mediation shall, in the absence of an agreement to the contrary, be borne equally by all parties.

5. *Confidentiality of Proceedings:* The mediation process is to be considered a settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of Ev.C §§ 703.5 and 1115 et seq. shall apply to any mediation conducted hereunder. The entire procedure is confidential, and no stenographic or other official record shall be made except to memorialize a settlement record. All statements, admissions, writings, promises and offers made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Likewise, all conduct, views and opinions, oral or written, made for the purpose of, in the course of, or pursuant to the mediation or mediation consultant by any person (including any party, party's agent, employee, attorney mediator or other nonparty) are to be considered confidential and privileged. Such conduct, statements, admissions, writings, promises, offers, views and opinions shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise admissible or subject to discovery is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with this settlement process.

**I have read and agree to the terms and conditions listed above**

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X

Borrower Signature Date

X

Co Borrower Signature Date