

LEE COUNTY HOUSING DEVELOPMENT CORPORATION

*"A private, non-profit organization dedicated to creating affordable housing."
Funded in part by the Lee County Board of County Commissioners*



**P.O. Box 2854, Fort Myers, FL 33902-2854
Phone: (239) 275-5105 * Fax: (239) 275-5920**

Dear Homeowner,

We are glad you took that tough first step and contacted us about your mortgage. We understand how hard that was. We promise to work with you to try to find a solution to your situation.

To assist us in providing you with the most effective and efficient service, please complete the attached worksheet as thoroughly as possible. Complete the **"current"** column on the monthly spending plan. We are also enclosing A Credit Report Authorization and an Authorization to Release of Information which need to be signed by you where indicated. Also, the Supplemental Program Application needs to be completed and signed. This information is the key element in resolving your financial situation. If there are questions or information you don't understand, please call us. ***Please do your best to answer as much as possible.***

There is an emphasis on being truthful. We can't help you unless we have a complete and accurate picture of your situation. A plan based on only part of your information is certain to fail.

Please provide the applicable documents listed below:

- Any correspondence from the mortgage company or its attorney, even if it's unopened;
- Any documentation from the court or the sheriff regarding a foreclosure (summon);
- 2 months recent pay stubs for all employment or source of income;
- Last two months of all bank statements (all pages);
- Most recent Light bill and water
- Last Year's Tax Return;
- Hardship letter
- Itemize monthly expenses

Once we receive all the information requested, we will review it and contact you for an appointment. Our first appointment will last approximately an hour and a half. Please arrive on time. Many other families are in the same position as you, and the demand for our services is high. We often have appointments back to back. If you arrive late, we may only be able to see you for the remaining time of your appointment.

You can reach us at 239-275-5105.

Sincerely,

LEE COUNTY HOUSING DEVELOPMENT CORP.

**Dr. Bruce Merton, *President* * Lee Ford, *Vice President* * Ahmad Kareh * *Secretary/Treasurer* *
Tracey Powell * Gaila Anderson * Jeff Cooper * Chris Gair * Michael Reitmann * Johnny Streets
Treva K Gilligan, *Executive Director***



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Foreclosure Intervention & Default Counseling

Intake Date ____/____/____

Borrower's Name: _____

Co-Borrower's Name: _____

Borrower's Phone Number: _____ Borrower's Cell Phone: _____

Address: _____ Borrower's Email: _____

1. Borrower's goal / intent: _____

2. Reason for delinquency / default: (check one)

Job Loss: _____ Divorce: _____ Family Illness: _____

Mortgage Increase: _____ Escrow Shortage: _____ Other: _____

Monthly Payment: \$ _____ Loan Number: _____

Are escrows included in payment? Yes: _____ No: _____

Are Real Estate Taxes and Insurance Current? Yes: _____ No: _____

(if paid outside of Mortgage)

Lender Name: _____ Household Type: _____

(Primary, Second Home, Investment)

3. Borrower's financial situation and possibility of workout:

A. Monthly income for household: Gross: _____

B. Monthly total bills: _____

C. Savings: (if any) _____

D. Does Borrower have a retirement account? Yes: _____ No: _____

E. Does Borrower have a budget? Yes: _____ No: _____

(if yes please attach a copy)

4. Borrower's loan type: 30 yr fixed: _____ ARM: _____ Other: (indicate) _____

5. Interest Rate: _____% ARM Reset yes/no: _____

*****DO NOT WRITE BELOW THIS LINE / LCHDC USE ONLY*****

Counselor Name: _____

Individual Counseling Hrs Received: _____ Group Counseling Hrs Received: _____

Level 1: _____ Level 2: _____ Level 4A: _____ Level 4B: _____

LCHDC File#: _____

6. Property Type:

Single Family: _____ Mobile Home: _____ Multiplex 2-4 units: _____ Townhouse: _____

7. Home's Value/Condition: _____ (Attach photos if available)

8. Credit Report: Applicant- Scores By Equifax: _____ Transunion: _____ Experian: _____

Co-Applicant Equifax: _____ Transunion: _____ Experian: _____

Date Credit Pulled: _____

9. Copies of Original Loan Documents? YES: _____ NO: _____ (Attach copies)

10. Demographic Info:

A. Household Size: _____ No. of Dependents: _____ Sex/Age: _____

B. Gross Annual Household Income: \$ _____

C. Ethnicity: (Optional) _____

D. Age of Borrower: _____ Date of Birth: _____

Age of Co-Borrower: _____ Date of Birth: _____

E. Gender: Male: _____ Female: _____ Marital Status: _____

F. Household Type: _____

(Single w/ children, Married w/ children, Female w/ children, Male w/ children)

Assesment: Is the client's situation urgent? Indicate by checking below

15-30 Days Delinquent? _____

Most Mortgage Companies will give consumers a 15 day grace period without any penalty. When the account goes 16 days delinquent the lender will assess a late fee. This amount is usually associated with the balance of the loan. The lender will also send out a late payment notice and make a phone call to the consumer.

31-60 DAYS Delinquent _____

At 31 - 60 days delinquent late notices are sent and phone calls are made to the consumer. At this point, usually the lender will only accept the total amount due plus late charges. Collection calls increase at this point.

POTENTIAL OPTIONS: Reinstatement of the loan, Repayment plan, Modification or Claim Advance.

90-120 DAYS Delinquent _____

Typically when the consumer reaches 90 days past due the Foreclosure process begins. At 90 days the lender will send out the Notice of Default (NOD), this notice gives the consumer 30 days to bring the mortgage up to date. If the loan is not brought current by the end of the 30 days, the lender will refer the consumer's file over to their foreclosure department. The foreclosure department prepares the file for legal handling (they seek to pull all of the original loan documents i.e. the note and mortgage). Between 100 – 120 days delinquent, the file is referred to an attorney to start the foreclosure process with the courts. The attorney will order a title search to determine if there are any other liens on the property. If there are, the other lien holders are notified of the foreclosure action. The attorney will also file a Lis Pendens, this is a public notice advertised in the local newspaper announcing the foreclosure action pending.

POTENTIAL OPTIONS: Reinstatement of the loan, Repayment plan, Modification or Claim Advance.

121 - 160 DAYS Delinquent _____

At about 121 days delinquent the consumer will be served with a summons. This is when the lender files a lawsuit against the borrower suing for control of the property due to a default on the mortgage agreement. A copy of the lawsuit and a notice to appear in court to answer the charges are sent to the borrower, who has an obligation to appear at the court hearing to explain why the mortgage agreement has gone into default. It is recommended that the consumer attend the court hearing. When the consumer is served by the courts, they will have 20 days to answer the summons. The consumer should respond to the summons within the 20 time frame (it's our recommendation that the consumer responds by day 15). 30 days after the expiration of the answer, a court date will be set. The consumer will be notified of the court hearing and is encouraged to attend. If the borrower fails to appear at the court hearing, a judgment may be issued in favor of the lender allowing the borrower no recourse to stop the foreclosure on the property.

POTENTIAL OPTIONS: Reinstatement of the loan, Repayment plan, Modification or Claim Advance

161-190+ Delinquent _____

At this stage, once the Judgment has been entered, the lender will immediately file a request to sell the property at auction with the Court at a Sheriff's sale. This usually happens within 30 days after the hearing of the judgment. The property is sold at auction to the highest bidder. Sometime the home will be purchased back by the Mortgage Company. After the sale, there is a 10 day waiting period after the foreclosure sale before the Clerk issues a Certificate of Title. Then a notice to vacate the property will be served to the homeowner which at this time they will have 24 hours to move out of the home. The lock's will be changed by the new owner and the old owner would be trespassing if they go back into the house.

POTENTIAL OPTIONS: Reinstatement, Bankruptcy (Chapter 13) or [Redemption] which at any time before the auction of the property, the mortgage holder can take back the property if they can pay off the mortgage in full. If they can pay the mortgage in full, the proceedings are halted and the mortgage holders can move in and reassume ownership of the property.

Loan Status at first contact: (# of months past due) _____

Have you received a foreclosure summons? Yes: _____ No: _____ When: _____

Loan Product at Intake: (conv fixed, Arm, hybrid, etc) _____

Interest rate reset? _____

Original Loan Number: _____ Original Lender: _____

Original Loan Interest Rate: _____

Outcome (Notes): _____

Loss Mitigation package sent to servicer: Yes: _____ No: _____

If Yes, What Date: _____

Action Plan: Check one:

- Recommended client(s) to remit a full payment, or at least partial payment to lender
- Recommended client(s) to file for homestead exemption and request escrow analysis
- Generate credit report
- Prepare crisis budget and/or create spending plan
- Fax signed authorization to lender to initiate negotiation process

Additional action plan steps:

Results and Updates:

***** FOR LCHDC USE ONLY: *****

Additional Client Data:

Borrower's Employer Name (and address, if available):

Date of hire: _____ Length of Employment: _____ Title: _____

Business Type: _____ Years in Profession: _____

Gross Monthly Income: _____ Net Monthly Income: _____

Level of Education: (High School, College, some College, Trade School etc.) _____

Co-Borrower's Employer Name (and address, if available):

Date of Hire: _____ Length of Employment: _____ Title: _____

Business Type: _____ Years in Profession: _____

Gross Monthly Income: _____ Net Monthly Income: _____

Level of Education: (High School, College, some College, Trade School etc.) _____

Additional Lien Information:

Original Lender (1st): _____

Original Loan Number: _____ Original Loan Interest rate: _____

Is Loan in a Fannie Mae or Freddie Mac Pool?: _____ Fixed or Arm: _____

Current Lien Holder Name, if available: _____

Past Due Amount: _____ Unpaid Principal Balance: _____

Remaining Term: _____ Mortgage Insurance (Y/N): _____

Term Type: _____ Interest Only (Y/N): _____

Was loan modified in the last 6 months? _____

Referrals:

- | | | |
|-------------------------|---------------------------------|-----------------------------------|
| _____ United Way | _____ Lee County Human Services | _____ Workforce Innovation |
| _____ Dept Of Revenue | _____ Legal Aid | _____ Dept of Children & Families |
| _____ Housing Authority | _____ Realtor | |

Specify Service Type: _____



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Financial Statement

Client Name: _____

Loan Number:	
Homeowner Name:	Co-Homeowner Name:
Property Address:	
Mailing Address:	
Home Number:	Home Number:
# of People in Household:	
Primary SS#:	Co-Borrower SS#:
Have you filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Monthly Income Borrower</i>	<i>Monthly Income Co-Borrower</i>
Gross Monthly Income:	Gross Monthly Income:
Wages/Take Home:	Wages/Take Home:
Overtime:	Overtime:
Commissions/Bonus:	Commission/Bonus:
Unemployment Income:	Unemployment Income:
Child Support/Alimony:	Child Support/Alimony:
Social Security/Disability:	Social Security/Disability:
Other:	Other:
Other:	Other:
Total:	Total:
Payroll Frequency: weekly <input type="checkbox"/> biweekly <input type="checkbox"/> monthly <input type="checkbox"/>	Payroll Frequency: weekly <input type="checkbox"/> biweekly <input type="checkbox"/> monthly <input type="checkbox"/>

Combined Net Monthly Income \$

<i>Monthly Expenses</i>	<i>Assets</i>	<i>Estimated Value</i>
Mortgage:	Type:	
2 nd Mortgage:	Home:	
Rent/Other Mortgage:	Other Real Estate:	
HDA/Fees Due:	All Checking Accounts:	
Alimony/Child Support:	Stocks/Bonds/Mutual Funds:	
Child/Dependant Care:	IRA/Keogh Accounts:	
Entertainment:	Retirement/401 K:	
Insurance auto:		

Insurance home:		
Insurance health:		
Pet Expenses:	Total:	
Groceries/Toiletries:		
Car Expense (gas, maint.):		
Auto Loan:		
Credit Card I:		
Doctor/Medical Bills:		
Student Loans:		
Personal Loans:		
Cable TV/Satellite:		
Electricity:		
Telephone/Cell Phone:		
Water/Sewer:		
Lawn care:		
Pest control:		
Alarm system:		
Church Donations:		
Other:		
Total:		

MAKING HOME AFFORDABLE ELIGIBILITY RATIOS:

Step 1. Recommended Payment (combined gross monthly income x 31% or .31) \$ _____

Step 2. Back-end Ratio at time of intake (total monthly expenses ÷ combined gross monthly income) _____%

Step 3. Complete only at Resolution to satisfy level 4B counseling Back-end Ratio (use formula in Step 2 above) _____%

Step 4. Effective date of trial period _____; New payment amount: \$ _____

Each of the undersigned by signing below states I certify that the financial information stated above is a true and accurate statement of my financial condition. I understand and acknowledge that any action taken later by the lender with regard to my mortgage loan will be made in strict reliance information provided.

Signature Date

Signature Date

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CLIENT/COUNSELOR CONTRACT – Foreclosure Prevention

Lee County Housing Development Corporation and its counselors agree to provide the following services:

- Assist you with Development of a spending plan
- Analysis of the mortgage default, including the amount and cause of default
- Presentation and explanation of reasonable options available to the homeowner
- Assistance communicating with the mortgage servicer and other creditors
- Timely completion of promised action
- Explanation of collection and foreclosure process
- Identification of assistance resources
- Referrals to needed resources
- Confidentiality, honesty, respect and professionalism in all services

I/We, _____ agree to the following terms of service:

- I/We will always provide honest and complete information to my/our counselor, whether verbally or in writing.
- I/We will provide all necessary documentation and follow-up information within the timeframe requested.
- I/We will be on time for appointments and understand that if we are late for an appointment, the appointment will still end at the scheduled time.
- I/We will call within 6 hours of a scheduled appointment if I/we will be unable to attend an appointment.
- I/We will contact the counselor about any changes in our situation immediately.
- I/We understand that breaking this agreement may cause the counseling organization to sever its service assistance to me/us.

Homeowner

Date

Homeowner

Date

Counselor

Date

LEE COUNTY HOUSING DEVELOPMENT CORP.
Authorization for Release of Information
ADDENDUM NFMC Counseling Program

I understand that Lee County Housing Development Corporation provides foreclosure mitigation counseling after which I will receive a written action plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.

I Understand that Lee County Housing Development Corporation receives congressional funds through the National Foreclosure Mitigation Counseling (NFMC) program and, as such, is required to share some of my personal information with NFMC program administrators or their agents for purposes of program monitoring, compliance and evaluation.

I give permission for NFMC program administrators and/or their agent to pull my credit report up to two additional times between now and June 30, 2012 and to give authorization for NFMC program administrators and/or their agents to follow-up with me between now and June 30, 2010 for the purposes of program evaluation.

I acknowledge that I have received a copy of Lee County Housing Development's Privacy Policy.

I understand that I may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified. I understand that I am not obligated to use any of the services offered to me.

I understand that a counselor may answer questions and provide information, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance.

I understand that Lee County Housing Development Corporation provides information and education on numerous loan products and housing programs and I further understand that the housing counseling I receive from Lee County Housing Development Corporation in no way obligates me to choose any of these particular loan products or housing programs. I also understand that certain staff employed by Lee County Housing Development at times may be licensed in various real estate or mortgage professions and that I am not obligated to obtain any services from them as a condition of receiving counseling services. This consent shall expire 90 days from the date shown below. I also acknowledge that a copy of this form is as valid as the original.

Client's Signature (printed) _____

Client's Signature (signed) _____

Client's Signature (printed) _____

Client's Signature (signed) _____

Date

LEE COUNTY HOUSING DEVELOPMENT CORP.

CREDIT REPORT AUTHORIZATION

NAME: _____
FIRST MIDDLE LAST

SPOUSE: _____
FIRST MIDDLE LAST

ADDRESS: _____

CITY, STATE ZIP

Social Security# ____ / ____ / ____

Spouse Social Security# ____ / ____ / ____

Date of Birth ____ / ____ / ____

Spouse Date of Birth ____ / ____ / ____

I (WE) hereby give permission to pull my (our) credit report for the purposed of my (our) application for assistance in regards to my home or my loan through Lee County Housing Development Corporation – Foreclosure Prevention/Loss Mitigation Program.

All information will be kelp confidential between my Counselor and me. I further understand that Lee County Housing Development Corporation will be held harmless for information received in this credit report.

Both Signatures are required if joint report is requested.

Signature Date

Spouse Signature Date

LEE COUNTY HOUSING DEVELOPMENT PRIVACY POLICY

Lee County Housing Development Corporation is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your “nonpublic personal information,” such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Foreclosure Mitigation Counseling Agreement Authorization form. We may also use anonymous aggregated case file information for the purpose of evaluation our services, gathering valuable research information and designing future programs.

TYPES OF INFORMATION THAT WE GATHER ABOUT YOU

- Information we receive from you orally, on applications or other forms, such as your name, address, social security number, assets, and income;
- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and
- Information we receive from a credit reporting agency, such as your credit history.

YOU MAY OPT-OUT OF CERTAIN DISCLOSURES

1. You have the opportunity to “opt-out”, of disclosures of your nonpublic personal information to third parties (such as your creditors), that is, direct us not to make those disclosures.
2. If you choose to “opt-out”, we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your “opt-out”, you may call us at 239-275-5105 and do so.

YOUR AUTHORIZATION AND SIGNATURE ON THE FORECLOSURE MITIGATION COUNSELING AGREEMENT AUTHORIZATION FROM – INDICATES THAT YOU HAVE CHOSE NOT TO “OPT-OUT.”

RELEASE OF YOUR INFORMATION TO THIRD PARTIES

1. So long as your have not opted-out, we may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you., would aid us in counseling you, or is a requirement of grant awards which make our services possible.
2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process).
3. Within the organization, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non public personal information.

LEE COUNTY HOUSING DEVELOPMENT CORP.
Authorization for Release of Information

I hereby authorize Lee County Housing Development Corporation to release/exchange information from my records in order to assist me in resolving a mortgage default.

This information will be released only to those institutions, companies and agencies that our organization believes can provide assistance in resolving a mortgage default. Examples of such entities include mortgage services, mortgage investors, public agencies and other nonprofit organizations. If necessary, information on file at another entity may also be released to us. This information release/exchange will be restricted to specific financial data, such as income, budget, debt and mortgage details provided by you.

I understand that the provision of services at this organization is not contingent upon my decision concerning the release/exchange of information.

The doctrine of informed consent has been explained to me, and I understand the contents to be released/exchanged, the need for the information, and that there are statutes and regulations protecting the confidentiality of authorized information.

I hereby acknowledge that this consent is voluntary and is valid until such request is fulfilled. I further acknowledge that I may revoke this consent at any time except to the extent that action based on this consent has been taken. This consent shall expire 90 days from the date shown below. I also acknowledge that a copy of this form is as valid as the original.

Borrower's Name: (printed) _____ Date _____

Borrower's Signature: (signed) _____ Date _____

Co-Borrower's Name: (printed) _____

Co-Borrower's Signature: (signed) _____ Date _____

Agency: (signed) _____ Date _____

Loan #: _____ Property Address: _____

of last 4 digits of Social Security Number: _____