

THEODORE KYRIAZIS

REALTORS

HOMEOWNER'S SUBMISSION CHECKLIST

Items Required for PreApproval

- Completed Homeowner Information Form
- 2 Current pay stubs or current YTD P&L if self employed
- Mortgage Statement(s) from current lender(s)

Items Required for Submission for Loan Modification

- Signed 3rd Party Authorization Form
 - Hardship Affidavit [Fannie Mae 1021]
 - Signed 4506 T
 - Financial Worksheet
 - Previous 2 years Taxes
 - Current 2 months Bank Statements
 - Signed Loan Modification Services Agreement
 - Signed Referral Fee Disclosure Form
 - ACH or Credit Card Payment Authorization Form
 - Any legal notice or letters received from lender(s)
-

THEODORE KYRIAZIS

REALTORS

Homeowner's Information:

Name: _____

Subject address: _____

City: _____ State: _____ Zip Code: _____

Home phone: _____ Cell phone: _____

E-mail: _____ # Dependents at home _____

Employer: _____ Position: _____

Work phone: _____ Monthly gross income: \$ _____

Other income / source: _____

Best time to contact: _____ Best contact number _____

Co-Homeowner's Information:

Name: _____

Home phone: _____ Cell phone: _____

E-mail: _____

Employer: _____ Position: _____

Work phone: _____ Monthly gross income: \$ _____

Other income / source: _____

Best time to contact: _____ Best contact number _____

Real Estate Information:

Home's current value: \$ _____ Purchase price: \$ _____

Loan information	(Lender)	1st TD: _____	2nd TD: _____
Balance Owed		\$ _____	\$ _____
Interest Rate		_____	_____
Loan Type		_____	_____
Payment:		\$ _____	\$ _____
Taxes & Ins. included?		_____	_____
Months behind		_____	_____

Annual Property Taxes: \$ _____ Annual Homeowners Insurance: \$ _____ Monthly HOA \$ _____

THEODORE KYRIAZIS

REALTORS

Real Estate Information (continued):

How much can you afford monthly on your mortgage? \$ _____

How much money do you have now that you can put toward your mortgage? \$ _____

Have you experienced a financial hardship? Yes No

If yes, briefly explain (reduced income, loss of job, interest rate adjustment, etc.):

Monthly Obligations:	Payment	Balance
Automobile Loans/Lease Payments:		
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
Credit Cards:		
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
4) _____	\$ _____	\$ _____
5) _____	\$ _____	\$ _____
All other cards	\$ _____	\$ _____
Other monthly obligations (Student loans, installment loans, alimony, child support):		
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
4) _____	\$ _____	\$ _____
5) _____	\$ _____	\$ _____
TOTALS:	\$ _____	\$ _____

THEODORE KYRIAZIS

REALTORS

3RD PARTY AUTHORIZATION

This form will serve to acknowledge that the captioned mortgagor has authorized our firm, **Theodore Kyriazis Realtors** to act in their behalf to resolve their mortgage problems. This is in accordance with Title 24 of the CFR 203.500 (HUD).

Loan #: _____

Mortgagor / Borrower(s)

Borrower Name: _____

Co-Borrower Name: _____

Property Street Address: _____

City: _____, State: _____ Zip Code: _____

Borrower Social Security #: _____

Co-Borrower Social Security #: _____

Mortgagee / Lender

Lender: _____

Street Address: _____

City: _____, State: _____ Zip Code: _____

Loan Number: _____

Mortgagor's Signatures

Borrower Signature: _____

Date: _____

Co-Borrower Signature: _____

Date: _____

THEODORE KYRIAZIS

REALTORS

3RD PARTY AUTHORIZATION

This form will serve to acknowledge that the captioned mortgagor has authorized our firm, **Theodore Kyriazis Realtors** to act in their behalf to resolve their mortgage problems. This is in accordance with Title 24 of the CFR 203.500 (HUD).

Loan #: _____

Mortgagor / Borrower(s)

Borrower Name: _____

Co-Borrower Name: _____

Property Street Address: _____

City: _____, State: _____ Zip Code: _____

Borrower Social Security #: _____

Co-Borrower Social Security #: _____

Mortgagee / Lender

Lender: _____

Street Address: _____

City: _____, State: _____ Zip Code: _____

Loan Number: _____

Mortgagor's Signatures

Borrower Signature: _____

Date: _____

Co-Borrower Signature: _____

Date: _____

THEODORE KYRIAZIS

REALTORS

LOAN MODIFICATION SERVICES AGREEMENT

This Loan Modification Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2009 ("Effective **Date**"), by and between Theodore Kyriazis Realtors, a California corporation (the "Company"), a licensed California real estate broker (License No. 01121471), and _____ ("Client") residing at _____ regarding the following property and Loan:

"Property"

(Address) (City) (State) (Zip Code)

"Loan"

(Lender) (Address) (Loan Number)

RECITALS

A. Client wishes to engage Company to attempt to negotiate a modified mortgage loan agreement ("**Modification Agreement**") with Client's lender ("Lender").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and every term, covenant and condition hereinafter set forth, Company and Client do hereby mutually covenant and agree as follows:

1. Client's Obligation to Provide Documentation. Client acknowledges that it received a loan modification package ("**Loan Modification Package**") prior to the execution of this Agreement, requesting the following documents. ("Documents"):

- (a) This Agreement
3rd Party Authorization Form(s) (attached hereto)
- (b) Certified Funds, ACH or Credit Card Authorization Form
- (c) Customer Information Form (attached hereto)
- (d) Current Paystub on all Borrowers or 3 Months of Bank Statements if Self-Employed
- (~~f~~) Hardship Letter
Copies of all Legal Notices Received from Lender
- (g) Copies of Most Recent Mortgage Statements for all Mortgages
- (h) Referral Fee Disclosure (attached hereto)
- (i)

CLIENT AUTHORIZES COMPANY TO OBTAIN ADDITIONAL DOCUMENTATION IF REQUIRED TO SATISFY LENDER'S GUIDELINES, CONSISTING OF A CREDIT AGENCY REPORT, CLIENT'S BANK STATEMENTS, EMPLOYER VERIFICATION OF PAST AND PRESENT EMPLOYMENT AND EARNINGS RECORDS, OR BROKERAGE ACCOUNTS ("**THIRD PARTY INFORMATION**"). COMPANY'S FAILURE TO RECEIVE ANY THIRD PARTY INFORMATION WILL NOT CONSTITUTE A DEFAULT UNDER THIS AGREEMENT BY CLIENT. HOWEVER, COMPANY RESERVES THE RIGHT TO CANCEL THIS AGREEMENT WHEREUPON COMPANY WILL RETURN ANY AND ALL SERVICE FEES PAID BY CLIENT LESS ANY PORTION OF THE SERVICE FEE ATTRIBUTABLE TO COMPANY'S SERVICES PERFORMED PURSUANT TO PARAGRAPH 5 BELOW, AS OF THE DATE OF THE TERMINATION WHICH MAY BE RETAINED BY COMPANY.

THEODORE KYRIAZIS

REALTORS

<u>Activities / Services Performed</u>	<u>Date For Performance</u>
(a) Delivery of Loan Modification Package to Client; Obtain Third Party Information, if necessary, to complete a Loan Modification Package satisfying Lender guidelines.	14 Days following Effective Date
(b) Review Client's completed Loan Modification Package and Third Party Information and notify Client regarding eligibility for Company's Services.	30 Days following Effective Date
(c) Review of Property Value to ensure compliance with Lender loan-to-value guidelines and notice to Client regarding eligibility for Company's Services.	30 Days following Effective Date
(d) Pre-underwriting analysis, packaging and verification that Loan Modification Package is in compliance with Lender's guidelines; Delivery to Client of approved loan modification terms for review/approval.	45 Days from Effective Date
(e) Client approval of loan modification terms and submission of Loan Modification Package to Lender.	2 Days from completion of (d) above
(f) Assessment of Lender's response and further discussion (if necessary).	2 Days from receipt of Lender's response but in no event later than 90 Days from the Effective Date
(g) Presentation of final Modification Agreement to Client	2 Days from final response from Lender but in no event later than 90 Days from Effective Date

In the event any item of the above Schedule is not met by the date specified above, Client may terminate this Agreement within five (5) days of the specified date and Company shall deliver to Client all funds remaining in the Trust Fund within three (3) business days of such notice, less the applicable Service Fee for the Services performed by Company prior to the date of termination.

THE SERVICES PROVIDED BY COMPANY AS DESCRIBED ABOVE FOR CLIENT WILL BE PERFORMED BY CALIFORNIA REAL ESTATE LICENSEES.

6. Trust Fund. All Service Fees received by Company from Client will be placed into trust account number 26003129 with South County Bank [depository] (the "Trust Fund") for the benefit of Client, subject to the verified accounting requirements of Business and Professions Code § 10146. Client hereby authorizes the release of a portion of the Service Fee to Company upon performance of each of the following Services:

\$1,250.00	For the Services described in Paragraphs 5(a) and (b) above
\$250.00	For the Services described in Paragraph 5(c) above
\$1,000.00	For the Services described in Paragraph 5(d) above
\$1,250.00	For the Services described in Paragraphs 5(e) and 5(f) above
<u>\$1,250.00</u>	For the Services described in Paragraph 5(g) above
\$5,000.00	Total

THEODORE KYRIAZIS

REALTORS

Client hereby also authorizes the release of the remainder of the Service Fee as specified in Paragraph 4. above as a Success Fee to the Company upon completion of a Modification Agreement approved by Lender which is consistent with the terms approved by Client pursuant to Paragraph 5(e).

7. Accounting. Company shall account for all expenditures/withdrawals from the trust account for the payment of expenses and or rendition of the Services in accordance with the "Homeowner Scope of Services Statement" in the form attached to this Agreement. Such accounting shall be made upon the earlier of the completion of the Services or termination of this Agreement, at any time, at the request of the Client, and in any event not later than at the end of each calendar quarter while this Agreement remains in effect.

8. Refund of Service Fee; Right to Cancel. Client further understands that all terms of any Modification Agreement are subject to Lenders' guidelines and requirements. In the event that Company cannot finalize a Modification Agreement with Lender within 90 days from the Effective Date without an extension approved in writing by Client, Company shall deliver a refund to Client within three (3) business days thereafter, less \$595.00 for the performance of Services described in Paragraph 5(a) and (b) above. Client may terminate this Agreement upon written notice to Company; provided, however, all Costs included in the Service Fee shall be deemed earned and payable to Company in the event that Client cancels this Agreement at any time following the date on which the Lender approves a Modification Agreement consistent with the terms approved by Client pursuant to 5(e). In the event Client terminates this Agreement prior to such Lender Approval, Company will return any and all of the Service Fee paid by Client less any portion of the Service Fee to the extent of Company's services performed pursuant to Paragraph 6, which may be retained by Company. In no event shall the Success Fee be payable to or retained by the Company until and unless the Company successfully obtains a Modification Agreement from Lender on behalf of Client which is consistent with the terms approved by Client pursuant to Paragraph 5(e).

9. DISCLOSURE. NOTICE: CALIFORNIA CIVIL CODE SECTION 2945.1 PROHIBITS ANY REAL ESTATE LICENSEE FROM CLAIMING, DEMANDING, CHARGING, COLLECTING OR RECEIVING ANY COMPENSATION FROM A PERSON WHOSE RESIDENCE IS IN FORECLOSURE UNTIL ALL OF THE PROMISED SERVICES HAVE BEEN FULLY PERFORMED AND COMPLETED. DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.

Initials

Initials

10. CLIENT'S CERTIFICATION. CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.

Initials

Initials

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

12. Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

13. No Third Party Benefit. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder.

14. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

THEODORE KYRIAZIS

REALTORS

15. Time is of the Essence. Time is of the essence of each and every provision herein.

I/We hereby authorize Company, Lender a credit agency, Client's bank, Client's stock brokerage company(ies), and employer (past and present), to verify my past and present employment earnings records, bank accounts, stock holdings and any other asset balances that are needed to process my modification application. I further authorize Company, or a third party on behalf of Company, to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references pursuant to the authorization forms attached hereto. The information obtained will be used by Company solely for the processing of my/our application for the Services.

BY INITIALING BELOW, I/WE HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY THE COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A MORTGAGE PAYMENT IN EXCHANGE FOR THE COST OF A LOAN MODIFICATION PROGRAM. I UNDERSTAND THAT A LOAN MODIFICATION REQUEST WILL NOT HALT ANY FORECLOSURE OR DEBT COLLECTION PROCEEDINGS. SHOULD ANY AGENT, AFFILIATE, SALESPERSON, OR REPRESENTATIVE HAVE COMMUNICATED ANYTHING CONTRARY TO THE AFOREMENTIONED TO ME, I UNDERSTAND THAT THEIR STATEMENTS ARE ERRONEOUS, INCORRECT, AND NOT THE ADVICE OR RECOMMENDATION OF COMPANY.

BORROWER INITIAL: _____

CO-BORROWER INITIAL: _____

Borrower Signature: _____ Date: _____

SSN: _____

Date: _____

Borrower Signature: _____

SSN: _____

Theodore Kyriazis Realtors

By: _____

Date: _____

THEODORE KYRIAZIS

REALTORS

CREDIT CARD AUTHORIZATION

I hereby authorize Theodore Kyriazis Realtors to charge my credit card in the amount of

\$

for Loan Modification Services identified in the accompanying customer contract.

Credit Card

Visa Mastercard Discover

Card Holder's
Name:

Credit Card
Number:

CVC2
Code:

 (Last 3 Digits on Back of Card)

Expiration
Date:

Telephone:

Billing Street
Address:

Billing City,
State, Zip:

Card Holder's
Signature:

Date:

Business Authorized to Debit/Credit Account:

Theodore Kyriazis Realtors 310-278-9683
Authorized Business Name Authorized Business Phone Number
9903 Santa Monica Blvd. Suite 485 Beverly Hills, CA 90212
Authorized Business Address City ST Zip

Account Holder Information:

Account Holder Name Account Holder DBA Name (If Business Account) Account Holder Phone

Account Holder Address City ST Zip Code

Account Holder's Bank Information:

Account Holder's Bank Name Branch City ST Zip Code
How to find your Routing and Account Numbers on a check:
1: L 234 56 769 L 2 34 56 7890 L 23 IP
Bank Routing Num Bank Account Number
 Business Checking
 Personal Checkinn
 Savings

Bank Routing Number (9 digits) Bank Account Number

Transaction Information:

Loan Modification
Goods Purchased/Services Rendered
 One-time Recurring
Rate _____
\$ _____
No. of Transactions _____ or Open Ended

Amount of Transaction Effective Date

Authorization:

In exchange far products and/or services listed above the undersigned hereby authorizes:
Theodore Kyriazis Realtors
to electronically draft via the Automated Clearing House system the amounts indicated above from the account identified above. This authority **will** continue until withdrawn in writing by the undersigned account holder. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. I acknowledge that I am subject to a \$25 reject fee if items are returned for insufficient funds.

Signature of Account Holder Name/Title of Account Holder Date

**THEODORE
KYRIAZIS**
REALTORS

FAX ALL DOCUMENTS, WHEN COMPLETED, TO:

310-278-9684