

SHORT SALE FEE AGREEMENT

I, _____ of _____,
the "Client," hereby agree to retain Chad DeForce of the Law Office of Chad DeForce, LLC, the "Attorney"/"Firm," in connection with:

1. The Attorney agrees to represent the Client during the sale of his/her property and will perform all necessary legal services to facilitate the transaction, keep the client fully informed of all significant developments, and to sent copies of relevant documents necessary to achieve that purpose.
2. The Attorney agrees to negotiate a "Short Sale" arrangement for the Client, meaning that the Attorney will contact the Client's lien holder(s) and other relevant parties to help sell the Client's property for less than the amount(s) owed to the lien holder(s) in order to avoid foreclosure.
3. In addition, the Attorney has informed the Client that this process is not a guaranteed way to avoid foreclosure and even if completed.
4. The Client's credit score may be adversely affected for the payments missed before the closing of the Short Sale negotiation.
5. Client understands that the lien holder(s) may not accept the Short Sale offers made by the Attorney.
6. Client understands that the lien holder(s) may release the lien, but not the debt owed on the note.
7. Client acknowledges and understands that the Lender will look into his/her current financial situation.
8. Do not close existing bank accounts, do not open new bank accounts, do not transfer any money.

9. If you have received any notice from your lender/Bank and or City, kindly provide our office with that information.

10. If you intend to leave the property, provide us with sufficient notice.

11. If you are unable to pay for utilities such as electricity, gas, or oil please let us know.

12. Attorney has received NO advance payments and will not accept advance payments by the Client in connection with this matter. The Attorney will be compensated at the closing of the short sale agreement in the amount determined and approved by the negotiator for the Lender in addition to the reimbursement for any out-of-pocket disbursements made by the Attorney, including, but not limited to, recording fees, discharge fees, filing fees, travel, sheriff's and constable's fees, investigative expenses, charges for photocopies and telephone, and other incidental expenses.

13. The Attorney and Client state that no results have been guaranteed by the Attorney/Firm to the Client and that this agreement is not based upon any such promises or anticipated results.

14. The client hereby acknowledges that the lender reserves the right to accept the short sale as is, counter offers that have been made, deny the short sale, or request that the seller sign a promissory note. Positive escrow balance, insurance, or tax refunds, if any will not be refunded to the seller. This transaction may have implications on your federal tax liability.

We, the Client and the Attorney/Firm, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this _____ day of _____, 20_____.

Client

Law Office of Chad DeForce, LLC.

The Client acknowledges receipt of a copy of this agreement.

Client

Date

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTANT FULLY EXPLAINED TO YOU SO YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.

Borrower AUTHORIZATION Sheet

Borrower(s):

Property

Address:

Borrower

Social Security Number: _____

Current Address: _____

FIRST MORTGAGE

Name of Lender: _____

Address of Lender: _____

Account Number: _____

Telephone Number: _____

Is this a home equity loan? Yes. No.

SECOND MORTGAGE

Name of Lender: _____

Address of Lender: _____

Account Number: _____

Telephone Number: _____

Is this a home equity loan? Yes. No.

I/We hereby request that you freeze the Home Equity Line of Credit on my/our above-referenced property effective immediately.

To the Lender named above:

Please provide the Law Office of Chad DeForce, LLC and the Massachusetts Division of Banks with such payoff information and any other information they may request to aid in the sale/refinance of the above referenced property.

Very truly yours,

Name:

Date:

Financial to be filled out by Seller

Seller:

Address:

Phone:

Borrower Monthly Net Income \$

Co-borrower \$

Rental Income \$

Other Income \$

Monthly Expenses	Payment
Mortgage	
Auto Loan	
Auto Insurance	
Auto expenses (gasoline)	
Credit Card (minimum)	
Health Insurance	
Food	
Residence Phone	
Cell Phone	
Child Support/Alimony	
Child Day Care	
Electricity	
Water	
Gas/ Oil (heat)	
Cable/ Internet	
Tax Insurance (if not included)	
Other	

Borrower Financial Statement

Borrower				Co-Borrower				
Borrower's Name				Co-Borrower's Name				
Social Security #		Home Phone #		Work Phone #		Social Security #		
						Home Phone #		
						Work Phone #		
Mailing Address				Property Address				
Do you occupy the property?		Is it a rental?		If so, what is the monthly rental income?		Is the property listed for sale?		
Yes No		Yes No				Yes No		
Real Estate Agent's Name:				Have you contacted a credit counseling service for help? If yes, name of company				
Real Estate Agent's Phone:				Yes No				
Do you pay Real Estate Taxes? (Outside of mortgage payments)			Are the taxes current?	Credit Counselor Name:				
Yes No			Yes No	Credit Counselor Phone:				
Have you filed bankruptcy?		If yes, which?		Filing Date		Attorney's Name:		
Yes No		Chptr 7 Chptr 13				Attorney's Phone:		
						Are there other liens on the property? Yes No		
Employment								
Borrower's Employer			How Long?		Co-Borrower Employer			How Long?
Monthly Income - Borrower				Monthly Income - Co-Borrower				
Wages		\$		Wages		\$		
Unemployment Income		\$		Unemployment Income		\$		
Child Support / Alimony*		\$		Child Support / Alimony*		\$		
Disability Income		\$		Disability Income		\$		
Rental Income		\$		Rental Income		\$		
Other		\$		Other		\$		
Less: Federal & State Tax, FICA		\$		Less: Federal & State Tax, FICA		\$		
Less: Other Deductions (401K, etc.)		\$		Less: Other Deductions (401K, etc.)		\$		
Total				Total				
\$				\$				
Monthly Expenses (Combined)				Assets & Liabilities (Combined)				
Other Mortgages / Liens/Rents		\$		Type		Estimated Value/Amount Owed		
Auto Loan(s)		\$		Checking Account(s)		\$ / \$		
Auto Expenses / Insurance		\$		Savings / Money Market		\$ / \$		
Credit Cards / Installment Loan(s)		\$		Stocks / Bonds / CDs		\$ / \$		
Health Insurance		\$		IRA / Keogh Accounts		\$ / \$		
Medical		\$		401k / ESOP Accounts		\$ / \$		
Child Care/Support/Alimony		\$		Home		\$ / \$		
Food / Spending Money		\$		Other Real Estate How Many?		\$ / \$		
Water/Sewer/Utilities/Phone		\$		Cars How Many?		\$ / \$		
Other		\$		Other		\$ / \$		
Total				Total				
\$				\$ / \$				

* Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.

I agree as follows: My lender may discuss, obtain and share information about my mortgage and financial situation with **Law office of Chad DeForce, LLC**

Negotiations for a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information contained herein is an accurate statement of my financial status.

Submitted this _____ day of _____, 20_____.

Signed by: _____ Signed by: _____

Borrower

Co-Borrower

CERTIFICATION

I, _____, of _____, Massachusetts, hereby certify to my Attorney appointed by Seller's Limited Power of Attorney attached hereto, with the intention that our Attorney shall rely upon these representations in exercising the powers thereby conferred, the following:

1. My residential address is _____.
2. I am not a non-resident alien for purposes of U.S. income taxation.
3. My taxpayer identification number (Social Security number) is:
_____.
4. The Premises was ___ was not ___ (check one) my principal residence.
5. The Premises was ___ was not ___ (check one) owned by more than one person.
6. I am not subject to backup withholding.
7. No expense or charges related to, or in connection with, the Buyer's purchase of the Premises, such as interest charges, real estate taxes, hazard insurance premiums, initial mortgage insurance premiums, or funds to be used for renewal of mortgage insurance relating to the Buyer's purchase money mortgage have been, or will be, funded or borne by me for or on behalf of the Buyer.
8. With regard to the Premises, there is no person to whom a debt is or shall be due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure upon the Premises by virtue of an agreement with, or by the consent of the undersigned, or of a person having authority from or rightfully acting for the undersigned in performing or furnishing such labor or materials for work actually performed during the 93 days immediately preceding the date of the sale of the Premises to the Buyer except (if any) as noted on the attached Exhibit A.
9. As of the date of the sale of the Premises to the Buyer, there shall be no tenants or other parties in possession or who will have the right to be in possession of the Premises, other than the following: _____ (if NONE, state NONE).
10. To the best of my knowledge and belief, neither the Premises nor any use thereof is in violation of restrictive covenants, if any, affecting the Premises.
11. All bills for municipal light plant service charges which could become liens on the Premises have been paid.

12. No security interest which secures payment of the performance of any obligation has been given by the undersigned, or to the knowledge of the undersigned, in any personal property or fixtures in or on the Premises.
13. There is not now and never has been in the Premises any urea formaldehyde foam insulation (UFFI).

SIGNED under the pains and penalties of perjury, this ____ day of _____ 2008.
