

### SECTION 3: Home Affordable Modification Program Hardship Affidavit

Borrower Name (first, middle, last): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Co-Borrower Name (first, middle, last): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Property Street Address: \_\_\_\_\_

Property City, State and ZIP: \_\_\_\_\_

Servicer: \_\_\_\_\_

Loan Number: \_\_\_\_\_

In order to qualify for \_\_\_\_\_'s ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

<b>Borrower</b>		<b>Co-Borrower</b>		
Yes	No	Yes	No	My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	Yes	No	My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	Yes	No	My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	Yes	No	My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	Yes	No	My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	Yes	No	There are other reasons I/we cannot make our mortgage payments. I have provided details under "Explanation" (page 3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Borrower Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_

**Information for Government Monitoring Purposes**

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER		CO-BORROWER	
<input type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information	
<b>Ethnicity:</b>	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b>	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b>	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	<b>Race:</b>	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Gender:</b>	<input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Gender:</b>	<input type="checkbox"/> Female <input type="checkbox"/> Male

To be completed by Interviewer		
<input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name and Phone Number <i>(print or type)</i>  (       )	Interviewer's Signature   Date
	Name and Address of Interviewer's Employer	

**Borrower/Co-Borrower Acknowledgement**

- Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
- I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
- I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
- I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
- I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
- I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.

Borrower Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_

8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we accept and agree to all terms of the Home Affordable Modification Trial Period ("Trial Period") Plan which is incorporated herein by reference as if set forth in full.
10. I/we agree that when the Servicer accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
11. I/we agree that any prior waiver as to payment of escrow items in connection with my loan has been revoked.
12. I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
13. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and Modification Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

E-mail Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Phone Numbers:

Phone Numbers:

Cell: \_\_\_\_\_

Cell: \_\_\_\_\_

Home: \_\_\_\_\_

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Work: \_\_\_\_\_

Explanation:

Borrower Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Explanation (continued):