STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

In re:

Global Investors and Associates,
Edmundo Polo, and Martha Polo

Respondents.

ORDER TO CEASE AND DESIST, ORDER TO PAY RESTITUTION, NOTICE OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of loan modification consultants, foreclosure consultants and other persons providing 'covered services,' as defined in Nevada Revised Statutes (hereinafter "NRS") 645F.310, in the State of Nevada is governed by Chapter 645F of NRS and is also governed by the permanent regulation R052-09 promulgated pursuant thereto which was adopted on August 25, 2009 (hereinafter "Regulation"). Effective July 1, 2009, the State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter "Division") has the general duty to exercise supervision and control over covered service providers, foreclosure consultants and loan modification consultants. *See* Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

FACTUAL ALLEGATIONS

1. Based upon information and belief, and at all relevant times herein mentioned, Global Investors and Associates (hereinafter "Respondent Global Investors") was and is an entity of unknown organization.

2. Based upon information and belief, Edmundo Polo ("Respondent Edmundo Polo") is an individual who acted and continues to act as an agent or person employed by, or associated with, Respondent Global Investors.

3. Based upon information and belief, Martha Polo ("Respondent Martha Polo") is an individual who acted and continues to act as an agent or person employed by, or associated with, Respondent Global Investors.

4. Based upon information and belief, at all relevant times herein mentioned, Respondents Global Investors, Edmundo Polo, and Martha Polo (collectively "Respondents") advertised services as, provided services of, engaged in, carried on or held themselves out as engaging in or carrying on, and continue to advertise services as, provide services of, engage in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan modification consultant, foreclosure consultant or covered service provider relating to properties in Nevada.

5. Neither Respondent Global Investors nor Respondents Edmundo Polo or Martha Polo has ever applied for, or been issued, a license by the Division as a covered service provider, foreclosure consultant or loan modification consultant, whether as an independent licensee or as an associated licensee, pursuant to Chapter 645F of NRS and the Regulation.

6. Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the Commissioner may investigate a licensee or other person if, for any reason, it appears that...[t]he licensee or other person is offering or providing any of the services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaging in, carrying on or holding himself out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without being appropriately licensed or exempt from licensing pursuant to the provisions of this

chapter or chapter 645F of NRS...." *See* Section 105(1)(b) of the Regulation.

7. Pursuant to NRS 645F.310, "covered service" includes, without limitation: 1. Financial counseling, including, without limitation, debt counseling and budget counseling; 2. Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a mortgage or other lien on a residence in foreclosure; 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for an extension of the period within which a homeowner may cure a default and reinstate an obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any document or assisting in any manner in the preparation of any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

8. Pursuant to the Regulation, "[a] person shall not advertise services as, provide any of the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant unless the person has a license as a covered service provider, foreclosure consultant or loan modification consultant, as applicable, issued pursuant to this chapter and chapter 645F of NRS." *See* Section 17 of the Regulation.

9. Pursuant to the Regulation, "[i]t is unlawful for any person to provide or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise to engage in, carry on or hold himself out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan

modification consultant without first obtaining the applicable license issued pursuant to this chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complies with the requirements for that exemption. *See* Section 102 of the Regulation.

10. Based upon information and belief, and at all relevant times herein mentioned, Complainants VG and CG (hereinafter "Complainants") were the owners of certain real property located on Brayton Mist Dr., Las Vegas, NV 89081 ("Brayton Mist Drive Property").

11. On approximately January 19, 2010 the Division received a written complaint from Complainants alleging, among other things, that:

a. On or about November 11, 2009, Complainants paid Respondents a total of One Thousand Five Hundred Dollars and No Cents ($1,500.00) to negotiate the modification of their mortgage loan secured by the Brayton Mist Drive Property;

b. From approximately November 2009 to January 2010, Respondent Global Investors and/or Respondents Edmundo Polo and Martha Polo offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainants and/or prevent the Brayton Mist Drive Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainants VG and CG; and

c. Respondents failed to provide the loan modification services for which Complainants paid Respondents.

d. When Respondents failed to provide the loan modification services for which Complainants paid Respondents, Complainants requested a full refund, to which Respondents Edmundo Polo and Martha Polo agreed;

e. On March 19, 2010, Respondents gave Complainants a refund check in the amount of Seven Hundred Fifty Dollars and No Cents ($750.000), and entered into a written agreement (a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference as though set forth in full) to refund Complaints the

remaining Seven Hundred Fifty Dollars ($750.00) on April 19, 2010 and

f. To date, Respondents have not refunded the remaining Seven Hundred Fifty Dollars ($750.00) owed Complainants.

12. As part of its investigation of the Complaint, the Division sent a letter, dated January 21, 2010, 2010, to Respondents (a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference as though set forth in full). In Respondents' written response (a true and correct copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference as though set forth in full), dated February 21, 2010, Respondents Edmundo and Martha Polo admitted that Respondents offered their "...services to try to do a loan modification [for VG and CG]..." Further, Respondents represented to the Division that they "...want to return the money and all [VG's and CG's] papers to [VG and CG]."

13. After receiving the written complaints regarding Respondents, the Division conducted an investigation which revealed, among other things, that:

a. From approximately November 2009 to January 2010, Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainants and/or prevent the Brayton Mist Drive Property from going to foreclosure or to provide other covered services, as defined in NRS 645F.310, as evidenced by the "Service Agreement," dated November 11, 2009 (a true and correct copy of which is attached hereto as **Exhibit "D"** and incorporated herein by reference as though set forth in full), and Respondents Edmundo and Martha Polo's written response to the Complaint, dated February 21, 2010 (*See* Exhibit C), wherein Respondents admitted that Complainants paid them One Thousand Five Hundred Dollars and No Cents ($1,500.00) for loan modification services;

b. Respondents failed to provide the loan modification services for which

Complainants paid Respondents.

c. When Respondents failed to provide the loan modification services for which Complainants paid Respondents One Thousand Five Dollars and No Cents ($1,500.00), Complainants requested a full refund, which Respondents agreed to provide by April 19, 2010;

d. Respondents only refunded Complainants Seven Hundred Fifty Dollars and No Cents ($750.00) of the total One Thousand Five Hundred Dollars and No Cents ($1,500.00) which Complainants paid Respondents;

e. To date, Respondents have not fully-refunded the full amount to Complainants.

f. Neither Respondent Global Investors nor Respondents Edmundo Polo or Martha Polo has ever applied for or been issued a license by the Division as a loan modification consultant, foreclosure consultant or covered service provider (whether as an independent licensee or associated licensee), pursuant to Chapter 645F of NRS and the Regulation; and

g. At all relevant times herein mentioned, neither Respondent Global Investors nor Respondents Edmundo Polo or Martha Polo was or is exempt from the licensing requirements of Chapter 645F of NRS and the Regulation.

14. Pursuant to the Regulation, "[f]or each violation committed by a person who engages in an activity for which licensure as a covered service provider, foreclosure consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, the Commissioner may impose upon the person an administrative fine of not more than $10,000...if the person...[d]oes not conduct business in accordance with law or has violated any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or]

has offered or provided any services prescribed under this chapter or chapter 645F of NRS requiring licensure and the person did not have such a license and was not exempt from licensing at the time the person engaged in the activities...." *See* Sections 103(3)(c) and (w) of the Regulation.

15. Pursuant to the Regulation, "[i]f a person engages in an activity in violation of the provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the Commissioner may issue an order directing the person to cease and desist from engaging in the activity." *See* Section 108(1) of the Regulation.

VIOLATIONS OF LAW

After investigation, the Division determined that, at all relevant times herein mentioned, Respondents, and each of them, offered or provided services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter 645F of NRS and Sec. 17, 103(3)(c) and 105(1)(b) of the Regulation.

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing, in violation of

Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST** from the following activities::

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan modification consultant business in the State of Nevada without having first received a license from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosure consultant and/or loan modification consultant, or otherwise engaging in, carrying on or holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective immediately upon such Respondent being served therewith, whether or not such Respondent requests a hearing.

NOTICE TO RESPONDENTS: If you request a hearing, you are specifically informed that you have the right to appear and be heard in your defense, either personally or through your counsel of choice at your own expense. At the hearing, if one is timely requested, the Division will call witnesses and present evidence against you. You have the right to respond and to present relevant evidence and argument on all issues involved. You have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues involved.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 113(2) of the Regulation that upon written application to the Division within **twenty (20) days** of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with regards to the contents of this Order referenced hereafter. At that hearing the Division will seek to impose an administrative fine against Respondents, jointly and severally, in the amount of Five Thousand Dollars and No Cents ($5,000.00), payable to the Division on account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's investigative costs in the amount of Four Hundred and Eighty Dollars ($480.00), to date, as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing. The Division reserves the right to supplement its costs and attorney's fees at the hearing or upon submission of a proper affidavit.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation, that Respondents immediately (a) cancel all contracts, if any, with Nevada homeowners and refund to such homeowners all moneys collected by Respondents from such homeowners, including, but not limited to, refunding Seven Hundred Fifty Dollars and No Cents ($750.00) to Complainants or (b) obtain the written consent of the homeowners to transfer their files, moneys and contracts to a licensed, bonded independent licensee, HUD-approved counseling service or other entity exempt from Chapter 645F of NRS.

Should Respondents, or either of them, not timely request a hearing within **twenty (20) days** of the date of this Order; the Division will enter a Final Order in this matter against such Respondent, as required by Section 113(2) of the Regulation. The Division's Final Order will require payment by Respondents, jointly and severally, of the administrative fine, the

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Division's investigative costs and the Division's attorney's fees within **thirty (30) days** of the entry of the Final Order. The Final Order will also require payment of the restitution amount to Complainants.

Dated this 28th day of July, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]
Joseph L. Waltuch, Commissioner

Exhibit "A"

WESTERN UNION | MONEY ORDER

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

A 710726 D 031910
T 1510 05
140592053102 L 000106

14-059205310

$ 750.00

PAY EXACTLY SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS

PAY TO THE ORDER OF V[redacted] G[redacted]

PURCHASER'S ADDRESS

PAYMENT FOR/ACCT. #

⑆102100400⑆ 4014059205310 2⑈

Exhibit "B"

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

January 21, 2010

Marta and Edmundo Polo
Global Investors & Associates
4660 Eastern Avenue #203 and 204
Las Vegas, NV 89119

Subject: Complaint filed by V[redacted] and C[redacted] G[redacted]

Dear Mr. and Ms. Polo:

The State of Nevada Division of Mortgage Lending has received a complaint against you, a copy of which is enclosed.

Assembly Bill 152 of the 2009 Legislative Session added extensive provisions to Nevada Revised Statutes 645F, pertaining to the licensing of "foreclosure consultants", "loan modification consultants", and the services provided by such consultants. These provisions became effective July 1, 2009. You may view the new regulations (R-052-09)) on the State's website, www.nv.gov.

Please provide a detailed, written response addressing the allegations in the complaint to this office no later than **February 5, 2010**. Include, with your response, copies of documents such as contracts, communication logs, trust account records, etc. in support of your response. It is also required that your response be accompanied by the enclosed affidavit.

Failure to provide the requested information by the due date specified above may subject you to an administrative fine under the provisions of NRS/NAC 645F.

This complaint has been assigned to **Andrea Golyer**, who can be reached at 702-486-0782 if you have questions.

Sincerely,

[redacted]

Susan Slack
Administrative Assistant II

Enclosure

Exhibit "C"

RECEIVED

FEB 1 9 REC'D

Mortgage Lending Division

February 21, 2010

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

RE: Complaint filed by V[redacted] and C[redacted] G[redacted]

As an explanation regarding this complaint I Martha Polo offered my service to try to do a loan modification to this couple we had a lawyer in California that was offered us a referral fee and in the last moment he did not want to do this kind of deals we charged $1500.00 and I started to deal with the bank. The bank was ready to offer a loan modification but Mr. G[redacted] was laid off and the offer did not take effect. I want to return the money and all their papers to this family.

[redacted]

MARTHA and EDMUNDO POLO

Exhibit "D"

Bankru ptcy Information

Mortgage Account Number (s) [redacted]

Date that you filed bankruptcy?	[redacted]
Case Number	[redacted] - 1br
District and State	Nevada
Which Chapter (7, 12, 11 or 13)?	7
Date of Discharge (please provide a copy of the discharge order)	[redacted]
Do you have a bankruptcy case currently pending?	NO

Amount of funds available to contribute towards a workout?	$
Total number of individuals in your household:	
Do you want to keep the property?	(Yes) No
Is your home listed for sale?	Yes (No)
If yes, what is the list price?	$
What is your agent's (realtor) name and telephone number? If applicable	Realtor Name: Realtor Phone:
Do you have a second mortgage? If yes, please provide contact information for your second mortgage company.	Yes (No) Name/phone number of second mortgage company:

IPLOYMENT HISTORY

	Borrower	Co-Borrower
Currently employed?	☑ Yes No	☐ Yes ☑ No
How long?	3 wk	
Present employer:	[redacted]	
If self-employed, name of company:		

Description	Borrower	Co-Borrower	Total
Gross Salary / Wages (monthly) *	$ [redacted]	$ [redacted]	$ [redacted]
Unemployment Income (monthly)	$	$	$
Disability Income (monthly)	$ [redacted]	$	$
Rental Income (monthly)	$	$	$ [redacted]
Child Support / Alimony (monthly)**	$	$	$
	$	$	$

Gross salary/wages is your total monthly income before any tax withholding or employer deductions.

*** This information is optional. You are not required to provide this information.**

lote that some of the items included here are not applicable to the MHA program. I understand, however, that this form to be used for various modification programs, including the MHA.)

'ETS/LIABILITIES

. own real estate in addition to your personal residence, please attach a complete list of property addresses / name(s) ender / Lender's address and phone number / account numbers / monthly payment / amount owed / estimated value & al income.

Assets

Mortgage Account Number (s) [redacted]

Description	Estimated Value	Amount Owed	Net Value (est. value less amount owed)
Personal Residence	$ 6,000.-	$ 6,000.-	$
Personal Property	$ 11,000.-	$ 11,000.-	$
Checking Accounts	$ 18.87	$	$
Savings Accounts	$ 14.03	$	$
IRA / 401(k) / Keogh Accounts	$ ——	$	$
Stocks / Bonds / CDs	$ ——	$	$
Cash Value of Life Insurance	$ ——	$	$
Other	$	$	$
Totals	$ 17,032.90	$	$

* *The above information will not be used for the collection of any discharged debts from you personally.*

Liabilities (Expenses)

Description	Monthly Payment	Balance Due	Delinquent Post-Discharge?
First Mortgage Lender	$ 1146.29	$ 170,696.35	☑ Yes ☐ No
Other Mortgages / Liens / Rents	$ 600.-	$	☐ Yes ☑ No
Alimony / Child Support	$ ——	$	☐ Yes ☐ No
Homeowners Assoc. Dues *DOCUMENTATION TO VERIFY CONDO and/or COOP DUES MUST BE SUBMITTED WITH PACKAGE	$ 50.-	$	☐ Yes ☑ No
Property Taxes (if not escrowed and included in your current mortgage payment)	$	$	☐ Yes ☐ No
Homeowner's (hazard) Insurance (if not escrowed and included in your current mortgage payment)	$	$	☐ Yes ☐ No
Other insurance (i.e. wind, flood) (If not escrowed and included in your current mortgage payment.)	$	$	☐ Yes ☐ No
Health Insurance	$ ——	$	☐ Yes ☐ No
Medical Expenses	$ ——	$	☐ Yes ☐ No
Child Care	$ ——	$	☐ Yes ☐ No
Credit Card / Installment Loans	$ ——	$	☐ Yes ☐ No
Student Loans / Personal Loans	$ ——	$	☐ Yes ☐ No
Auto Loan(s)	$ -	$	☐ Yes ☐ No
Auto Expenses / Gasoline / Insurance	$ 526.-	$	☐ Yes ☐ No
Food / Household Supplies	$ 1200.-	$	☐ Yes ☑ No
Water / Sewer / Utilities / Phone(s) / Cable	$ 517.-	$	☐ Yes ☑ No
	$ 200.-	$	☐ Yes ☑ No

[redacted] 11/11/09 [redacted]

Borrower Signature Date

Mortgage Account Number (s) [redacted]

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 for Government Monitoring Purposes, please check the box below.

BORROWER	**CO-BORROWER**
☐ I do not wish to furnish this information	☐ I do not wish to furnish this information
Ethnicity:	**Ethnicity:**
☑ Hispanic or Latino	☑ Hispanic or Latino
☐ Not Hispanic or Latino	☐ Not Hispanic or Latino
Race:	**Race:**
☐ American Indian or Alaska Native	☐ American Indian or Alaska Native
☐ Asian	☐ Asian
☐ Black or African American	☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander	☐ Native Hawaiian or Other Pacific Islander
☑ White	☑ White
Sex:	**Sex:**
☐ Female	☑ Female
☑ Male	☐ Male

Borrower/Co-Borrower Acknowledgement:

1. Under penalty of perjury, I/we certify, represent and agree that all of the documents and information I/we have provided in connection with the Financial Analysis Form and this Affidavit are true and correct and the event(s) identified in the Financial Analysis Form and this Affidavit has/have contributed to my/our financial hardship and the 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 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/co-borrowers or a joint report for a married couple.

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 Affidavit, or if I/we do not provide all of the required documentation, 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 will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-ration after the modification would be greater than or equal to 55%.

I/we certify that I/we 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.

Mortgage Account Number (s) [redacted]

Borrower/Co-Borrower Acknowledgement (continued):

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 if 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 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 loans(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.

I/we further understand that I/we will not be personally obligated to repay the mortgage loan and that [GMAC Mortgage, LLC] is not attempting to collect any debt from me/us. Signing this Agreement will not make me/us personally liable for the mortgage loan. I/we understand that [GMAC Mortgage, LLC] will continue to retain its lien on the Property, along with all rights to enforce such lien against the Property. Whether I/we choose to make voluntary payments in the amount of the original monthly payment as set forth in the Note or the modified monthly payments as set forth in this Agreement, such payments will reduce the amount of the lien.

NOTICE TO BORROWERS

Be advised that you are signing these documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income may subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud.

The information contained in these documents is subject to examination and verification. Any potential misrepresentation may be referred to the appropriate law enforcement authority for investigation and prosecution.

[redacted] 11/11/09

Borrower Signature **Date**

[redacted] 11/11/09

Co-Borrower Signature **Date**

For each borrower who is paid by an employer:

- ☑ Copy of the most rece(led federal tax return with all schedules uired by the IRS at the time you filed your return; and
- ☑ Copy of the two most recent pay stubs or other proof of income from your employer.

For each borrower who is self-employed:

- ☐ Copy of the most recent filed federal tax return with all schedules required by the IRS at the time you filed your return, and
- ☐ Copy of the most recent quarterly or year-to-date profit/loss statement.

For each borrower who has income such as Social Security, disability or death benefits, pension, public assistance, or unemployment:

- ☑ Copy of most recent federal tax return with all schedules and W-2 or copies of two most recent bank statements.
- ☐ Copy of benefits statement or letter from the provider that states the amount, frequency and duration of the benefit. Such benefit must continue for at least 3 years to be considered qualifying income under this program.

For each borrower who is relying on alimony or child support as qualifying income:

- ☐ Copy of divorce decree, separation agreement or other written agreement or decree that states the amount of alimony or child support and period of time over which it will be received. Payments must continue for at least 3 years to be considered qualifying income under this program.
- ☐ Proof of full, regular and timely payments; for example, deposit slips, bank statements, court verification or filed federal tax return with all schedules.

For each borrower who has rental income:

- ☑ Copies of most recent two years filed federal tax returns with all schedules, including Schedule E-Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent.

dditional items required if you are requesting a sale of your property:

- **Copy of listing agreement**
- **Copy of the sales contract**
- **Copy of the estimated Settlement Statement (HUD 1) if available**
- **Signed "third party authorization" form**

FINANCIAL ANALYSIS FORM

Personal Information

Name (Borrower): [redacted]	Daytime Phone: [redacted]	Alternate Phone: [redacted]
Name (Co-borrower): [redacted]	Daytime Phone: [redacted]	Alternate Phone: [redacted]
Mortgage Account Number: 0602125452		Best time to reach you: 5 Pm
Mailing Address: [redacted] Brayton Mist Dr. Las Vegas NV 89081		
ay we contact you via email:	Yes/No	
/es, please provide your email address:		
he property occupied?	Yes/No	
es, is it owner occupied or tenant occupied?	Owner/Tenant	

Financial Hardship Affidavit

Borrower Name: [redacted]

Co-Borrower Name: [redacted]

Property Street Address: [redacted] Brayton Mist Dr.

Property City, State, Zip: N Las Vegas NV 89081

Mortgage Account Number: [redacted]

In order to qualify for our offer to enter into an agreement to modify my loan, 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 financial hardship .

Borrower	Co-Borrower	
☑	☑	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" and have attached verifying documentation.
☐	☐	My household financial circumstances have changed. For example: death in family, serious or chronic illness, divorce, incarceration, 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" and have attached verifying documentation.
☐	☐	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" and have attached verifying documentation.
☐	☐	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" and have attached verifying documentation.
☐	☐	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" and have attached verifying documentation.
☐	☐	There are other reasons I/we cannot make our mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.

Explanation:

THIRD PARTY AUTHORIZATION and AGREEMENT to RELEASE

(Please complete and return if you want your lender/mortgage servicer to speak with your Real Estate Agent, or any other designated third party on your behalf concerning your mortgage loan account.)

Account Number: [redacted]

Name: [redacted]

Property Address: [redacted] Brayton Mist Dr.
Las Vegas NV 89081

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

Name _____ of Company (if applicable) _____ in his/her capacity as

Relationship (if applicable) _____ Phone Number _____

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

I understand that the lender/mortgage servicer will take reasonable steps to verify the identity of the 3rd party authorized above but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my mortgage loan account or seeks information about my mortgage loan account. I further understand that the lender/mortgage servicer will have no responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor.

NOTE: No information concerning my/our account will be provided until my lender/mortgage servicer has received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

I/We agree to this Third Party Authorization and Agreement to Release.

[redacted]
Printed Borrower Name

[redacted]
Borrower Signature

[redacted] Date 11/11/09
Printed Borrower Name

[redacted] Date 11/11/09
Borrower Signature