## NHS Foreclosure Prevention Program Receipt of Information Form Instruction Sheet



Dear Homeowner,

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

To assist us in providing you with the most effective and efficient service, please complete the attached application as thoroughly as possible. Please give the monthly budget sheet careful attention. This information is the key element of resolving your financial situation. You only need to complete the "current" column on the monthly budget.

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

There are some specific documents you will need to provide before you meet with a counselor. Please return copies of these documents via mail, fax, scan/email, or drop them off at the office.

- Copy of valid driver's license
- Two months most recent bank statements, all accounts
- Most recent pay stubs for all employment
- Verification of other income, such as social security, pension, or unemployment
- For self employment, provide most recent quarterly or year-to-date profit/loss statement
- Any correspondence from the mortgage company or its attorney
- Most recent mortgage statement
- Any documentation from the courts or the sheriff regarding a foreclosure

Our first appointment could last about an hour and a half.

You can reach us at (608) 647-4949 or linda@nhsrcwi.org or katie@nhsrcwi.org; NHS of Southwest Wisconsin, 125 E. Seminary St, Richland Center, WI 53581, FAX: 608-647-8293.

You have taken the first step to resolving your situation. We look forward to working with you.

Sincerely,

# Linda Smith and Katie McGinnis

## **Foreclosure Prevention Strategies**

If you are facing a foreclosure, the first step should be to speak to your lender to determine if you can reach an agreement that will benefit both of you. When speaking to your lender, keep these options in mind:

**Payment Plan:** An agreement in which you promise to make up any missed payments by sending your regular payment plus a pre-agreed to additional amount each month until you are caught up.

**Forbearance:** an agreement by the lender to allow you to skip one or more payments completely and make them up later through a payment plan. A forbearance is usually in writing. You must have a good reason why you can't make your payment(s), such as serious illness, injury, or other temporary loss of income. You also need to prove that you will be able to make payments again at the end of the forbearance period.

**Loan Modification:** an agreement that usually changes the terms of your loan. This modification could lower your interest rate, and/or lengthen your amortization schedule, thus lowering your payment amount to one you can afford. The lender could use a modification to bring your loan current by adding the missed payments to your current loan amount. This, however, could increase your monthly payments, so you would need to prove you could handle the higher payment without defaulting again.

**Partial Claim:** If your loan has private mortgage insurance (PMI), the insurance company may lend you the money to bring the loan current. The company would take a second mortgage on your property, usually at low interest. Often the payments on the second loan don't start until you have had time to recover from the hardship. You will need to prove that you have solved your financial problems and are able to make your full mortgage loan payments in the future.

**Pre-foreclosure Sale:** If you have some equity in your house, but not enough to pay all of the selling costs, your lender may agree to delay the foreclosure and give you time to sell the house. If you get less from the sale than you owe on the loan, the lender will sometimes forgive the difference. This costs the lender less than a foreclosure and is better for you and your family than being forced out by a court order.

Each lender has different requirements for pre-foreclosure sales. Almost all insist that you list the property for sale with a realtor and that you cooperate fully to get the property sold quickly. Most lenders require that you pay all of part of your mortgage payments while the house is being sold. If you make more money on the sale than you owe, you keep it. If you make less, the lender may forgive any money you owe. However, the lender must report the amount to the IRS. The IRS considers the money you don't have to repay to be a gift or unearned income. You may have to pay taxes as if you earned it. Before you agree to a pre-foreclosure sale, talk to a tax advisor.

**Deed in lieu (DIL):** An agreement where you give the lender the deed and the keys and move out. In exchange, the lender agrees to forgive the loan. Lenders are not required to agree to a DIL and there are some legal reasons why it is sometimes not a good idea for them. If they do agree, however, the lender is required to report to the IRS the amount of money that you no longer have to pay. The IRS considers that to be income and will expect you to pay taxes on it. Again, seek tax advice prior to agreeing to a DIL.

#### Other things to consider:

Sometimes, borrowing money to bring your mortgage current is an option to preventing foreclosure. However, please keep in mind that if you are having difficulties paying your current bills, borrowing money may just make things worse instead of better.

Sometimes tax refunds can be used to bring mortgage loans current. If you are expecting a refund, don't forget to mention it to your lender.

NHS has a limited number of Home Equity Loan Program (HELP) loans available to residents of Richland County. These loans are done on a first come, first served basis. They can be used to bring mortgages current and other applicable uses. These loans are secured by as second mortgage. Ask your Foreclosure Prevention Counselor for more information.

#### PRIVACY POLICY AND PRACTICES OF NEIGHBORHOOD HOUSING SERVICES OF SOUTHWEST WISCONSIN, INC.

Neighborhood Housing Services of Southwest Wisconsin, Inc. values your trust and is committed to the responsible management, use, and protection of personal information. This notice describes our policy regarding the collection and disclosure of personal information. "Personal information" as used in this notice, means information that identifies an individual personally and is not otherwise publicly available information. It includes personal information such as credit history, income, employment history, financial assets, bank account information, and financial debts. It also includes your social security number and other information that you have provided us on any applications or forms that you have completed.

#### Information We Collect

We collect personal information to support our lending operations and financial fitness counseling, and to assist you in shopping for and obtaining a home mortgage from a conventional lender. We collect personal information about you from the following sources:

Information that we receive from you on application or other forms,

Information about your transactions with us, our affiliates, or others,

Information we receive from a consumer reporting agency, and

Information we receive from personal/employment references, and any other sources necessary to verify customer details

#### Information We Disclose

We may disclose the following kinds of personal information about you:

Information that we receive from you on applications or other forms, such as your name, address, social security number, employer, occupation, assets, debts, and income;

Information about your transactions with us, our affiliates or others, such as your account balance, payment history, and parties to your transactions; and

Information that we receive from a consumer reporting agency, such as your credit bureau reports, your credit history, and your creditworthiness.

#### To Whom We Disclose

We may disclose your personal information to the following types of nonaffiliated third parties: Financial service providers, such as companies engaged in providing home mortgage or home equity loans, and Others, such as nonprofit organizations involved in community development, but only for program review, auditing, and research and oversight purposes.

We may also disclose personal information about you to third parties as permitted by law.

#### You May Opt-out of Certain Disclosures

You have the opportunity to "opt-out" of disclosures of your non-public personal information to third parties (such as your creditors), that is, direct us not to make those disclosures. If you choose to "opt-out", we will not be able to answer questions from your creditors. If at any time you wish to "opt-out" or change your decision with regard to your "opt-out", you may call us at 608-647-4949.

#### Confidentiality and Security

We restrict access to personal information about you to those of our employees who need to know that information to provide products and services to you and to help them do their jobs, including underwriting and servicing of loans, making loan decisions, assisting you in obtaining loans from others, and financial counseling. We maintain physical and electronic security procedures to safeguard the confidentiality and integrity of personal information in our possession and to guard against unauthorized access. We use locked files, user authentication and detection software to protect your information. In addition, our employees are trained in the importance of maintaining confidentiality and client privacy. Our safeguards comply with federal regulations to guard your personal information.

**KEEP THIS PAGE** 

#### **NHS of Southwest Wisconsin Counseling Agreement and Program Disclosure Statement**

Neighborhood Housing Services of Southwest Wisconsin is a HUD-approved, non-profit, community development agency serving all of Richland County (with certain programs extending to all of Southwest Wisconsin). The HomeOwnership Center provides pre–home purchase education and individual advising, foreclosure prevention advising, reverse mortgage counseling, financial capability classes and advising, and post purchase education, as well as down payment assistance funds to qualifying borrowers. The NHS agency also consists of a Home Rehab Program, providing loans to low to moderate income homeowners to repair or rehab their homes, and the Park Hotel Senior Citizen Apartments. We serve all clients regardless of income, race, color, religion/creed, sex, national origin, age, family status, disability, or sexual orientation/gender identity. We administer our programs in conformity with local, state, and federal anti-discrimination laws, including the federal Fair Housing Act (42 USC 3600, et seq.).

<u>Agency Relationships</u>: NHS has financial affiliation with HUD, NeighborWorks America, the State of Wisconsin, Richland County, and the City of Richland Center and, as such, is sometimes required to share some of your personal information with these entities' administrators or agents. You give NHS of Southwest Wisconsin permission to submit client-level information to the data collection system, maintain files to be reviewed for monitoring and compliance purposes, and conduct follow-up with you related to program evaluation as required by funding sources. As a housing advising program participant, you are not obligated to use the products and services of NHS or our industry partners.

<u>Notice to Clients:</u> the Right to Financial Privacy Act of 1978 requires this notice to you. The Department of Housing and Intergovernmental Relations/Department of Housing, Federal Housing Administration or Veterans Administration have a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to DHIR/DOH, FHA, or VA without further notice or authorization but will not be disclosed or released by this institution to another government agency without your consent except as required by law.

Clients of NHS of Southwest Wisconsin are not obligated to receive, purchase or utilize any other services offered or suggested by the organization to receive housing advising. This includes, but is not limited to, lenders, realtors, inspectors, or other housing professionals who present at NHS-sponsored educational seminars or classes; or down payment, mortgage assistance, or rehab loans. Although NHS may provide a list of housing professionals in the area, clients are not required to purchase their services and may select any licensed professional of their choice. Rehab contractors must be on the NHS approved contractor listing.

<u>Notice to Clients:</u> You are not required to provide NHS of Southwest Wisconsin, or any of its agents, officers, or employees, with your social security number. However, failure to provide your social security number may limit your participation in programs or make you ineligible for programs.

*Purpose of Housing Counseling.* I understand that the purpose of the foreclosure prevention advising program is to provide one-on-one advising in which the advisor will provide an analysis of the mortgage default, explain potential options available for the situation, provide detailed instructions on how to pursue potential options, and provide a written action plan consisting of recommendations for handling my finances and mortgage situation, possibly including referrals to other housing agencies as appropriate. The advisor will be available after initial advising for limited additional assistance in the form of guidance and information. Coaching services may be available at the discretion of the advisor and client. Neither your advisor nor NHS employees, agents, or directors may provide legal advice; if you want legal advice, you will be referred for appropriate assistance.

*Customer's Responsibility.* I understand that I am not obligated to use any of the services offered to me and that the advising services provided cannot guarantee a positive outcome. I understand it is my responsibility to take the appropriate action to pursue potential solutions for my mortgage situation. I understand I may have the option to participate in coaching with my advisor after initial advising; however, if I do not complete my agreed-upon portion of the coaching activities or am non-responsive for three consecutive months, the coaching service may be terminated.

*Mortgage and Other Assistance:* I understand that the advisor may help to identify assistance programs, including any assistance that may be available through NHS. With my permission, NHS may communicate with assistance programs of my choice. I understand that the counseling agency does not guarantee that I will receive assistance. I am under no obligation to obtain assistance from NHS or any specific agency or program recommended by NHS.

*General Provisions:* I further agree to indemnify NHS of Southwest Wisconsin, Inc, their funding sources, and its employees, members, officers, and directors in connection with acts performed by them which reasonably would be associated with consultation, financial advising, loan processing, property inspection and other related activities. I agree to release NHS of liability arising from errors or omissions by such parties, or related to my participation in NHS advising. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

<u>*Quality Assurance*</u>: In order to assess client satisfaction, and in compliance with grant funding requirements, NHS or one of its partners may contact you during or after the completion of your housing advising service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with NHS grantors such as HUD, the State of Wisconsin, or NeighborWorks America. By participating in the NHS Foreclosure Prevention Program, you agree to be contacted for the purposes described above without further permissions being requested.

#### **GRIEVANCE/APPEAL STATEMENT**

In the event the applicant disagrees with the rejection of his/her application, an appeal may be made in writing within 30 days of receipt of denial by agency. Applicant should include a short summary of why the decision is being appealed and include the name of the housing program being denied (i.e. HOME/HHR; HCRI; CDBG). Appeals should be directed to the NHS of Southwest Wisconsin Loan Committee in care of the Executive Director; 125 E Seminary Street, Richland Center, WI 53581. The NHS Loan Committee and Executive Director will review the appeal and notify the appellant of their final decision in writing within 60 days of receipt.

#### **KEEP THIS COPY**

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*General Provisions:* I further agree to indemnify NHS of Southwest Wisconsin, Inc, their funding sources, and its employees, members, officers, and directors in connection with acts performed by them which reasonably would be associated with consultation, financial advising, loan processing, property inspection and other related activities. I agree to release NHS of liability arising from errors or omissions by such parties, or related to my participation in NHS advising. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

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By signing below, I acknowledge that I have received, reviewed, and agree to the above program Disclosure and Counseling Agreement and the Privacy Policy.

Signature	Date
Signature	Date
	8

#### CONSUMER AUTHORIZATION AND RELEASE

I hereby authorize CoreLogic Credco, LLC ("CREDCO" or "FAC") to obtain my consumer report/credit information, credit risk scores and other enhancements to my consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to my housing counseling agency, NHS of Southwest Wisconsin, ("Counselor") for Counselor to provide housing counseling services. This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C.1681b(a)(2). I acknowledge that the Report is provided "AS IS" AND THAT CREDCO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF THE REPORT OR THAT IT WILL MEET MY NEEDS AND CREDCO EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

I recognize that the accuracy, validity or completeness of the Report provided by CREDCO is not guaranteed by CREDCO and I hereby release CREDCO and CREDCO's parent, sister, affiliated companies, successors and assigns and its and their directors, officers, agents, employees and independent contractors (collectively, "CREDCO's Affiliates") from any liability for any negligence in connection with the preparation of the Report and from any loss, damages, expenses, costs or obligations of any kind and nature whatsoever suffered by me resulting directly or indirectly from the inaccuracy, invalidity or incompleteness of the Report.

I covenant not to sue or maintain any claim, cause of action, demand, cross action, counterclaim, third party action or other form of pleading against CREDCO or CREDCO's Affiliates for damages based upon the inaccuracy, invalidity or incompleteness of any Report provided by CREDCO hereunder.

If one or more of the provisions, or a portion of a provision of this document are held for any reason to be invalid, illegal or unenforceable, such invalidity or illegality or unenforceability will not affect any other provisions of this document, and this document will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Signature: Date:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### NHS OF SOUTHWEST WISCONSIN, INC. 125 E. Seminary St., Richland Center, WI 53581 Tel: 608-647-4949 <u>AUTHORIZATION FOR RELEASE OF INFORMATION</u>

To Whom It May Concern:

I/We have applied for Homeowner Counseling through NHS of Southwest Wisconsin, Inc. and, as evidenced by my/our signature(s). I/We hereby authorize <u>Linda Smith</u> or <u>Katie McGinnis</u> or any counselor from NHS of Southwest Wisconsin, Inc. to obtain verification of any and all information relating to my/our: INCOME, AS-SETS, EMPLOYMENT, CREDIT STANDING, <u>including pulling a credit report</u>, PROPERTY OWNERSHIP, MORTGAGE STANDING, HOMEOWNER'S INSURANCE AND HOUSING EXPENSES. Furthermore, I/ We authorize the release of such information at the request of NHS of Southwest Wisconsin, Inc.

A photographic copy of this authorization, including a photographic copy of my/our signature(s), may be deemed to be the equivalent of the original and may be used as a duplicate original.

I/We understand that this information will be kept confidential by NHS of Southwest Wisconsin, Inc. NHS of Southwest Wisconsin may be contacted at <u>608-647-4949</u>.

Signature of Applicant	Date	Co-Applicant	Date
Name (print)		Name (print)	
XXX-XX- Social Security Number		XXX-XX- Social Security Number	
Property Address			
Loan Account number(s)			
This authorization is valid		to	

<b>Applicant Information:</b>	Co-Applicant Information:
Is this person on the mortgage note?yesno	Is this person on the mortgage note?yesno
Name	Name
Address	Address Check if same
CityZip	CityZip
Home phone ()	Home phone ()
Work phone ()	Work phone ()
Mobile phone ()	Mobile phone ()
Fax ()	Fax ()
Email@	Email@
Date of Birth//	Date of Birth//
Age	Age
Social Security Number	Social Security Number
Sex Male Female	SexMaleFemale
Race:	Race:
Do not wish to declare	Do not wish to declare
American Indian/Alaskan Native	American Indian/Alaskan Native
<ul> <li>Asian</li> <li>Black or African American</li> </ul>	<ul> <li>Asian</li> <li>Black or African American</li> </ul>
Native Hawaiian/Other Pacific Islander	Native Hawaiian/Other Pacific Islander
White	White
American Indian/Alaskan Native and White	American Indian/Alaskan Native and White
American Indian/Alaskan Native and Black or African	American Indian/Alaskan Native and Black or African
American	American
Asian and White	Asian and White
<ul> <li>Black/African American and White</li> <li>Other</li> </ul>	☐ Black/African American and White ☐ Other
Are you Hispanic? yes no	Image: Contract of the second seco
· · · · <u></u> · <u></u>	
Were you Foreign Born (born outside the USA)?	Were you Foreign Born (born outside the USA)?
yesno If yes:	yesno If yes:
Are you a citizen?yesno	Are you a citizen?yesno
Marital Status: Are you a permanent resident alien?	Marital Status: Are you a permanent resident alien?
Married	Married
Single	Single
Divorced	Divorced
Separated	Separated
U Widowed	U Widowed
Education:	Education:
□ None	None Dia
Primary	Primary
<ul> <li>High school diploma or equivalent</li> <li>College</li> </ul>	<ul> <li>High school diploma or equivalent</li> <li>College</li> </ul>
Graduate school	Graduate school
Vocational school	Vocational school
_	
Are you a veteran?yesno	Are you a veteran?yesno

## Household Information:

Applicant and co-applicant should fill in together, if applicable.

Estimated Annual Household Income \_\_\_\_\_\_ (include all sources of income: wages, social security, child support, SSI etc.)

Household Type:

Female-headed single-parent household
 Male-headed single-parent household
 Married with Children
 Married without Children
 Single Adult
 Two or more unrelated adults
 Other

Family Size \_\_\_\_\_ (count everyone who lives with you at least 50% of the time).

List any other members of the household, their relationship and annual income below.

Is anyone living in the house disabled? \_\_\_\_Yes \_\_\_\_No If yes, list name and relationship: \_\_\_\_\_No

HOPE Line	Shopping News
Radio	Richland Observer
Poster	Muscoda Progressive
NHS client	Lender
Friend	Website
NHS outreach le	tter
Other	

### Please Answer the Following Questions about Your Home & Mortgage:

Check one:			
mobile home in park - lot rent \$	Is anyone else listed on the mortgage		
mobile home on land	note?yesno		
single family detached	If yes, list name, relationship, and annual		
2-4 unitCondominiumTownhouse	income:		
Home's Condition:ExcellentGoodFairPoor			
Age of Home			
Date Purchased			
Original Purchase Price			
Tax Assessed Value	Indicate if your loan is one of the following (plags girals):		
Currently for sale? Yes No	following (please circle): A. Freddie Mac B. Fannie Mae		
List Price			
Real Estate Agent	C. VA		
Length of Time on Market	D. FHA E. Rural Guarantee		
First Mortgage			
Loan Servicer:Servicer phone			
Date of Mortgage   Loan #			
Mortgage Amount owed \$ Interest rate			
Amount behind: total \$ or number of months			
Monthly Principal and Interest payment \$			
<u>Second Mortgage or Home Equity Line of Credit</u>			
Loan Servicer:Servicer phor			
Date of Mortgage   Loan #			
Mortgage Amount owed \$ Interest rate			
Amount behind: total \$ or number of months			
Monthly Principal and Interest payment \$			
Taxes & Insurance			
Annual Property taxes \$ Escrowed?Yes	No		
(Amount behind \$)			
Annual Homeowner's Insurance \$ Escrowed?Ye	esNo		
(Amount behind \$)			
Name of Insurance Agency			
Agency Phone number	-		

# **Employment Information**

byer:
ess:
ess Type:
umber:
itle: s: \$hr/wk/mo/yr requency: eeklybi-weeklysemi-monthlymonthly
s: \$hr/wk/mo/yr requency: eeklybi-weeklysemi-monthlymonthly
requency: eeklybi-weeklysemi-monthlymonthly
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ge hours per week
late
Employer:
ou receive disability pay?YesNo
State: \$
<i>Federal:</i> \$
d Support Received \$
County
al Security per month \$
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ion pay \$ From where?

Household Assets		
Description	Value / Amount	Bank/Lender & Location
Cash on Hand Over \$100		
Checking Account		
Savings Account		
Anticipated Tax Refunds		
Money Market Funds /CD's		
Stocks/Bonds/Annuities, etc		
Retirement (IRA, 401K etc.)		
Real Estate (other than home)		

	Value / Amount	Description (boat, RV, motor- cycle, collections of value, electronics, Furniture,)
Other		

Vehicle (s)			
Make/model	Cash value after loan payoff	Bank/Lender	Paid off? Y?N

Describe what caused you to call our office.

What caused your situation? Please be honest—we can't help if you aren't truthful.

Are you	currently in bank	cruptcy?	Yes	No	
If yes:	_Chapter 7 or _	Chapter	13; Filing	date	; Discharge date

Do you want to keep or sell your property? \_\_\_\_Keep \_\_\_Sell \_\_\_Not Sure

How have you	tried to fix	your financi	al situation?
--------------	--------------	--------------	---------------

loan, or repayment	vious workouts with your lender, such as tempor t plan? Yes (Dates of workouts:	
		)
Have you worked	with any other agency to resolve your situation?	
No	Yes (Agency name:	)
Have you received	a foreclosure notice from an attorney?	
No	Yes	
	tion that I/We have provided in this worksheet i	

been withheld. I/We understand the necessity for accurate and complete information and I/we will provide any needed information to complete this worksheet. Failure to cooperate and return calls, emails, or requested paperwork in a timely manner will result in the discontinuation of my/our counseling program. I/We understand that the homeowner is ultimately responsible for all decisions and actions to be taken regarding the mortgage, property, and an attempt to pursue alternatives to foreclosure. I/we understand that NHS provides information and options and further assists as is deemed appropriate by both the homeowner and the counselor.

Signature

Date

Signature

Date