



Loss Mitigation Fee Agreement

Buyer

This agreement is made between _____(Buyer/Purchaser) and **Capital Short Sale Group, LLC, a Maryland limited liability company**, (Loss Mitigation Company/Negotiator) on _____(date).

The Loss Mitigation Company has extensive expertise in the area of short sale negotiation and processing. I understand that the Loss Mitigation Company does not give advice (legal, tax, or otherwise). I understand that the Loss Mitigation Company is not an attorney or CPA. The services of the negotiator are not a substitute for legal or tax advice. The Buyer agrees to use and pay for the expertise and services of the negotiator with respect to subject property:

(Property Address)

In exchange for said services and upon the successful sale of the subject property, the Buyer/Purchaser agree(s) to a consulting fee of 1% of the purchase price with a minimum charge of \$2,500.00 (whichever is greater) to be paid to Capital Short Sale Group, LLC upon closing. This fee is paid at the time of the closing on the settlement statement by the Buyer. This fee will be disbursed by the settlement company as part of the natural course of closing escrow. This fee is contingent upon the successful negotiation of the short sale. If the short sale is not approved or the transaction does not close, no fees are due.

Capital Short Sale Group, LLC shall attempt to collect all or part of the Loss Mitigation Fee from the Lender(s) under select fees (including, but not limited to a Buyer credit, transfer taxes, tax prorations, title insurance and closing fee, etc.) on the settlement statement at closing. Negotiator shall also request the Lender to pay for closing costs. All Lender approved Seller paid closing costs shall go to the Buyer to reimburse the Loss Mitigation Fee. The Buyer is therefore responsible for paying the remaining portion of the 1% Loss Mitigation Fee or \$2,500.00 if there is a balance due (whichever is greater). The Buyer is responsible for any



Capital Short Sale Group

shortfall if the amount of Lender approved Seller paid closing costs does not cover the remaining Loss Mitigation Fee.

Buyer authorizes the title company to put the Loss Mitigation Fee as a Buyer's expense on the HUD as outlined above.

I understand that there are no guarantees whatsoever that an agreement will be reached with the lien holders or that the property will be sold. The undersigned Buyer agrees to hold the Realtor, Negotiator, and the Loss Mitigation Company harmless from any and all activities that

Agreed on this date by the undersigned,

Rebecca Ravera

CAPITAL SHORT SALE GROUP, LLC

By: _____
Buyer/Purchaser's signature

By: _____
Buyer/Purchaser's signature

Date

Date



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

In connection with the sale and purchase of this property, you may need to obtain certain settlement and real estate services. This is to give you notice that **Capital Short Sale Group, LLC** has a business relationship (e.g., direct or indirect ownership interests, joint ventures and/or contractual relationships including, but not limited to marketing agreements and/or office leases) with the following service providers.

You are **NOT** required to use **these affiliated service providers** as a condition for the purchase, refinance of short sale processing of the subject property. There are frequently other service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for those services. A lender is allowed, however, to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent the lender's interest.

SETTLEMENT SERVICES

This is to give you notice that **Terrain Title & Escrow** is a third-party settlement company owned in part by the members of **Capital Short Sale Group, LLC**. Because of this relationship, this referral may provide all or some members of **Capital Short Sale Group, LLC** with a financial benefit or other benefit. Set forth below is the estimated charges or range of charges by **Terrain Title & Escrow** or the following settlement services.

Title Exam Fee - Estimate \$350-\$400
Title Search Fee • \$200-\$250
Doc Prep \$150-\$200
Hand Recording \$50
Recording Fees
Deed \$60
Deed of Trust \$60 if Principal Residence
\$115 if Investment
Recordation Taxes - Varies by County
Lien Certificates - Varies by County \$40-\$55

	Owners	Owners	Lenders	Lenders
	Standard (per thousand)	Enhanced (per thousand)	Standard (per thousand)	Enhanced (per thousand)
Up to \$250,000.00	\$3.90	\$4.68	\$2.65	\$3.18
\$250,000 • \$500,000	\$3.30	\$3.96	\$2.40	\$2.88
\$500,000 • \$1,000,000	\$2.80	\$3.36	\$2.10	\$2.52
1,000,000 • \$5,000,000	\$2.20	\$2.64	\$1.80	\$2.16
Over \$500,000,000	\$1.75	\$2.10	\$1.50	\$1.80
Minimum Premium	\$150.00	\$150.00	\$150.00	\$150.00
Simultaneous Issue	\$125.00	\$125.00	\$125.00	\$125.00

REAL ESTATE BROKERAGE SERVICES

This is to give you notice that one or more members of **Capital Short Sale Group, LLC**. is a licensed Realtor with **ExecuHome Realty**, a full service real estate brokerage. Because of this relationship, **ExecuHome Realty** and/or one or more of the members of **Capital Short Sale Group, LLC** may benefit from financial compensation or commission from the sale of your home. You are not required to use this brokerage for your real estate services, and you have the right to shop around for other services.

ACKNOWLEDGEMENT

I/We the undersigned acknowledge that I/we have read and received a copy of this disclosure form and understand that **Capital Short Sale Group, LLC** and our **all members** are referring me/us to purchase the above described settlement services and may receive a financial benefit or other benefit as the result of this referral.

 Client Date

 Client Date

AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT, is executed on: _____, 20____, by and between _____ (“SELLER”) and _____ (“PURCHASER”).

FACTUAL RECITALS:

- A. On _____, 20____, SELLER and PURCHASER executed a Real Estate Purchase Agreement (“AGREEMENT”) regarding property commonly known as:

(“REAL ESTATE”)

- B. SELLER and PURCHASER now desire to amend the AGREEMENT as set forth herein below.

NOW, THEREFORE:

FIRST:

Paragraph 1 of the AGREEMENT is amended so that after amendment it shall read as follows:

SELLER and PURCHASER understand and agree that certain fees (including, but not limited to a Purchaser credit, transfer taxes, tax prorations, title insurance and closing fee, etc.) may be requested to be paid on the Sellers side of the settlement statement.

SECOND:

All parties understand and agree that if any fees are received and/or approved to be paid by the lender on the Sellers side of the settlement statement, the credit for those fees will go towards the loss mitigation fee to be paid to Capital Short Sale Group, LLC on behalf of the purchaser. The loss mitigation fee is not to exceed 1% or \$2,500.00, whichever is greater. There is no additional compensation to Capital Short Sale Group above the negotiation fee outlined. The Buyer is responsible for paying the remaining portion (if any) of that fee.

The loss mitigation fee to Capital Short Sale Group is to be disbursed by the title company upon closing.

THIRD:

The AGREEMENT as modified, amended, and supplemented by this Amendment to Real Estate Purchase Agreement, shall remain in full force and effect.

AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, SELLER and PURCHASER have signed this Amendment to Real Estate Purchase Agreement on the day and year first above written.

SELLER(S)

Signature Date

Signature Date

PURCHASER(S)

Signature Date

Signature Date