



**Loss Mitigation and Mortgage Debt Negotiation**  
**Services Agreement**

This Agreement is for Loss Mitigation and Debt Negotiation Services pertaining to the property located at: \_\_\_\_\_ and entered into on this date \_\_\_\_\_ by and between (Client) \_\_\_\_\_, Owner of the property and Capital Short Sale Group, LLC.

Capital Short Sale Group, LLC has reviewed the Client's mortgage statements and current Financial Statement. Subject to the terms and conditions of this Agreement Capital Short Sale Group, LLC agrees to provide Short Sale Negotiation Services for the Property listed above, including but not limited to (a) Compiling of the lenders required short sale documentation such as: Estimated HUD-I settlement statement, Hardship letter, financial statement, tax returns, pay stubs and bank statements (b) Faxing or mailing of the short sale package to the lender(s) (c) All negotiations regarding the purchase price, closing costs, and any possible deficiency or required promissory note (d) Coordination with the real estate agent for the lender's required Broker's Price Option (BPO) or appraisal (e) Forwarding to the real estate agent and closing agent of the short sale approval letter, closing instructions and approved estimated HUD-I.

**Result to be achieved:**

Capital Short Sale Group, LLC shall use its best efforts to procure a short sale approval on the Client's property listed above. There is no guarantee that the Client's lender will accept a short sale on the Client's property. Factors such as the current value and condition of the property, the Lender & Investor Guidelines, the Client's Hardship and Current Finances among other factors are reviewed by the Lender(s) when reviewing a short sale offer. The Lender has the final decision.

**Individualized Evaluation:**

Based on your information, we believe it may be possible to negotiate a short sale with your lender. It will take further investigation and authorization on file with your lender to expand further.



# Capital Short Sale Group

## 1. Disclosures

- (a) The client understands that Capital Short Sale Group, LLC will attempt to negotiate a short sale with the lien-holder(s) on the property and that Capital Short Sale Group, LLC has not made any promises guarantees or representations about its ability to successfully complete this task.
- (b) The Client understands fully and completely that if the property is facing foreclosure and Capital Short Sale Group, LLC is not able to negotiate discounted payoff(s) with the lien-holder(s), the lien-holder(s) may proceed with foreclosure.
- (c) The Client understands that **the Lender(s) are not under any obligation to approve a short sale.** The Lender(s) will make their own final decision.
- (d) The Client understands that a short sale may result in deficiency balance that the lien-holders can chose to pursue or charge off, at which time the sellers may receive an IRS form 1099 which may result in a taxable event. Client understands that they will need to seek advice from a certified tax professional. Client understands that the lender may require terms such as a promissory note, or require the Client to contribute money at closing, as a requirement of a short sale approval. Client will have the final decision and should review the approval with legal counsel at or before closing. **Seller is not under any obligation to accept the terms of the short sale approval.**
- (e) The client understands that a short sale may have a negative impact on the Client's credit score and to seek a credit professional before or at the time of hiring Capital Short Sale Group, LLC
- (f) The Client understands that Capital Short Sale Group, LLC is not acting on the Client's behalf as an attorney, accountant, counselor, advisor, consultant, or non-profit agency.
- (g) The Client understands that there are no guarantees whatsoever that an agreement will be reached with the lien holders or that the property will be sold. The Client agrees to hold the Realtor, Negotiator, Capital Short Sale Group, LLC and its members, harmless from any and all activities that are performed.
- (h) **The Client understands that members of Capital Short Sale Group, LLC may or may not be affiliated with other companies, individuals and/or services. It is the**



**Clients sole discretion whether or not to use those other services, companies, individuals that may be affiliated.**

This agreement shall be governed by the laws of the State of Maryland.

**IMPORTANT NOTICE:**

You may stop doing business with us at any time. You may accept or reject the offer of the mortgage assistance we obtain from your lender [or servicer]. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us through the short sale (we will collect payment from other 3<sup>rd</sup> parties such as your real estate agent, Lender, or Buyer). Capital Short Sale Group, LLC is not associated with the government, and our service is not approved by the government or your lender. Even if you accept this offer and use our service, your lender may not agree to change your loan. If you stop paying your mortgage, you could lose your home and damage your credit rating.

**DEBTORS' RIGHT TO CANCEL**

This agreement shall be in effect from the date of acceptance and shall continue for a period one (1) year unless otherwise terminated, settlement of the property has occurred or the subject property is sold at a foreclosure auction. Either party may agree to terminate this agreement at an earlier date by giving the other party written 30 days' notice. If you wish to cancel this contract, you may cancel by mailing a written notice by certified or registered mail to 10461 Mill Run Circle, Owings Mills, Maryland 21117. The notice shall state that you do not wish to be bound by this contract and must be delivered or mailed before midnight on the third business day after you sign this contract.



# Capital Short Sale Group

## **Signatures**

Please read and understand this agreement. It is a legal and binding contract. Seek competent legal advice if you do not understand this agreement.

**Client/Property Owner**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Client/Property Owner**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**CAPITAL SHORT SALE GROUP, LLC**

Signature \_\_\_\_\_

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:

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(“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 1.5% or \$4,000.00, 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



**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 Standard (per thousand)	Owners Enhanced (per thousand)	Lenders Standard (per thousand)	Lenders 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