

LAW OFFICES
NATIONAL REAL ESTATE LAW GROUP, PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY

11320 Random Hills Road, Suite 130

Fairfax, VA 22030

(703) 734-0026 (888) 734-0026

Fax (703) 763-5718

www.nrelg.com

info@nrelg.com

Date _____

(Seller) _____
(Current Address) _____
(City, State, Zip) _____

Re: Legal representation in connection with the “short sale” of

(Property Address)

Dear _____ (Seller):

This Engagement Letter sets forth the terms and conditions of your engagement with the National Real Estate Law Group, PLLC, (the “Law Firm”) to represent you in connection with the short sale of your property referenced above (the “Property”). A short sale occurs when a lien holder agrees to accept less money than they are presently owed in exchange for releasing their lien against a subject property.

An attorney/client relationship will not take effect, and the Law Firm will have no obligation to provide you legal services, until you return a signed copy of this agreement, along with all required documents listed on the attached Seller Document Checklist. We will notify you when we have accepted the engagement relationship.

If we agree to represent you, we will charge a Fixed Fee as defined in the attached Fee Agreement. **If your short sale request is not approved by your lien holder, or if Closing does not occur for any reason, we will not charge any fees.** Since this is a Fixed Fee arrangement, we will not keep detailed time sheets for your matter.

If you are delinquent on your mortgage payment(s), you are likely receiving uncomfortable calls and letters from your lien holder. Once you have retained our services, your lien holder is required to stop calling you about your delinquency ***after being advised that you are represented by counsel***. Please give them our Toll Free Number (888-734-0026) and tell them to contact this Law Firm with any questions or concerns. That should stop most of the harassing phone calls. If they continue to call, simply remind them that you are represented by counsel and they have been requested to STOP calling, record the date, time and name of the person who called and alert this office if the calls persist.

Unless otherwise agreed to in writing, the legal services offered by the Law Firm are limited to those services described within this Engagement Letter. Please review this Engagement Letter carefully and contact us directly if you have any questions.

As the Seller of the Property, You Acknowledge the Following:

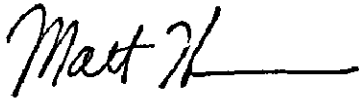
- You seek our assistance in obtaining your lien holder(s) approval for your short sale which means that you are requesting that your lien holder(s) accept less money than they are presently owed in exchange for removing their lien against the subject property.
- As the seller of the Property, you will receive no proceeds from the sale at closing. Further, it is possible that you may owe some small amount at closing after adjustments (property taxes, condo/HOA dues, etc) are calculated.
- Our role is limited to negotiating and obtaining the approval of a short sale request, with terms acceptable to you.
- The short sale process is complicated and unpredictable. **This firm makes no guarantees about the outcome of any short sale negotiations. Once you choose to attempt a short sale, you must accept that foreclosure is a real and possible outcome.**
- If we are unable to successfully negotiate a short sale approval with terms acceptable to you, the lien holder(s) may pursue all available remedies for enforcement of your debt including, but not limited to, foreclosure of the Property.
- You may owe a deficiency to your lien holder(s) at the conclusion of our negotiations. **This firm will attempt to get the lien holder(s) to waive any rights to a deficiency in writing but we make no guarantees regarding the waiver or release of deficiencies.** We agree to advise you of the lien holder's final disposition regarding any deficiency so that you can make an informed decision on how to proceed.
- We will not be advising you on any other subject matters. We are not bankruptcy lawyers, divorce lawyers, tax attorneys or litigators.

As a Condition of Our Representation, You Agree to the Following:

- You will execute an *Authorization to Release Information* form so that we may communicate directly with your lien holder(s) on your behalf. Remember to include a loan number for each lien holder when completing the form.
- You agree to complete a mandatory telephone consultation with a representative of the Home Rescue Institute (HRI) to establish your eligibility for a successful short sale, answer your questions and properly set your expectations about the short sale process. There is no charge for the initial consultation. **To request your free consultation, visit www.nrelg.com and click on the “Request Your Free Consultation Now” button.**
- The success of our short sale negotiations is dependent on the ability of the closing company to quickly provide accurate HUD-1 Settlement Statements upon request. You agree to allow the Law Firm to select the closing company to represent you in the closing of your short sale. A purchaser is free to select their own closing company. We will advise you when a closing company has been selected to assist you in this process.
- As your legal counsel, the Law Firm will draft the Deed for your signature at closing.
- You will promptly provide us with any correspondence received from your lien holder(s) and alert us to any attempts by your lien holder(s) to otherwise communicate with you directly.
- You will promptly provide us with a copy of every document and/or item on the attached *Seller Document Checklist* and you will continue to provide us with current or updated documents as often as requested. Once negotiations begin, we will likely request **monthly updates** of bank statements, asset account statements and pay stubs.
- You agree to provide us any additional information we might request in order to successfully negotiate your short sale request.
- You agree to be truthful in the information you share with us and acknowledge that we are entitled to rely on the truthfulness of your information without the need to investigate further.
- You consent to allow this firm to share confidential information about you, your finances and your property with third parties, including but not limited to your lien holder(s), your Brokerage Firm and the closing company.

• Either party may terminate this relationship at any time with written notice to the other. To indicate your acceptance of this legal engagement, please sign and date a copy of this Engagement Letter below and ***return it to us with the documents requested on the attached Seller Document Checklist.*** This Engagement Letter is not complete, and shall not be binding, without a properly signed and executed Fee Agreement (attached). We look forward to the opportunity to assist you in this matter.

Sincerely yours,



Matthew J. Hunzeker, Esquire
Managing Partner

Signature of Acceptance:

Signature of Seller

Printed Name: _____

Primary Phone No: _____

Email: _____

Date: _____

Signature of Seller

Printed Name: _____

Primary Phone No: _____

Email: _____

Date: _____

Mailing addresses (if different from Property address):

Name of Seller

Street

City/State/Zip Code

Name of Seller

Street

City/State/Zip Code

Fee Agreement

Effective January 10, 2011

This Fee Agreement is made a part of the Engagement Letter with the National Real Estate Law Group, PLLC.

General Policy Regarding Law Firm Fees:

We charge a Fixed Fee for short sale representation. Our complete fee schedule is outlined below. We do not charge hourly rates and, as a result, do not keep time sheets for individual clients. Our client is the owner/seller of the Property.

Our average time invested per short sale negotiation generally ranges from 40 to 100 hours.

All fees paid for short sale representation are earned on a Fixed Fee basis. If we successfully complete the short sale for the client, we will have earned our fee and will require payment for services provided. **If clients do not close on their short sale, we will not require payment for services provided.**

Closing fees in a short sale are traditionally paid by the lien holder. **Our Fixed Fee is equal to one percent (1%) of the final sales price of the Property except that the Fixed Fee will never exceed \$7,000 or be less than \$1,700.** The Fixed Fee will be charged on the HUD-1 Settlement Statement at closing for payment by the lien holder.

Due to the growing number of illegitimate short sale “negotiators” and other non-law firm intermediaries that exist in the marketplace today, some lien holders may either object to paying law firm fees or attempt to pay less than our earned fees. Because we cannot continue to exist without payment for 40+ hours of work, we require an advance agreement on any portion of our fee that is NOT paid by the lien holder.

In the event that the lien holder refuses to pay the full amount of the Fixed Fee, the client agrees to pay that portion of our fee that is NOT paid by the lien holder. For example, if the lien holder agrees to pay \$2,000 of a \$3,000 fee, the client must agree to pay the remaining \$1,000. Any supplemental portion of a Fixed Fee due from the client must be paid at or before the time of closing (by check or credit card).

As a reminder, **we do not require payment for short sales that do not close.** A closing will occur only if the client is in agreement with all of the terms of the lien holder’s acceptance (including any unpaid fees). Therefore, the Client is not at risk of paying any fees to this Law Firm without being 100% in agreement with the outcome. ***It is the ultimate satisfaction guarantee.***

Fees for Properties with a scheduled foreclosure date:

If a foreclosure notice (with an established foreclosure date) was issued by a lien holder **prior to** acceptance of short sale representation by this law firm, the fee structure stated herein will not apply. Each request for representation when a foreclosure date is established shall be reviewed individually. The Law Firm and the client will agree on an acceptable fee arrangement before proceeding.

Acknowledgement of Fee Agreement

I understand and accept that the Law Firm Fixed Fee is equal to one percent (1%) of the final sales price of the Property, except that the Fixed Fee (“Fixed Fee”) will never exceed \$7,000 or be less than \$1,700. The Fixed Fee will be charged on the HUD-1 Settlement Statement at closing for payment by the lien holder.

I agree to pay the Law Firm any portion of the Fixed Fee that is NOT paid by the lien holder. For example, if the lien holder agrees to pay \$2,000 of a \$3,000 fee, I will agree to pay the remaining \$1,000. I agree to pay this amount at or before the time of closing.

I will not be responsible for any charges or fees if the short sale does not close. I acknowledge that a closing will occur only if I am in agreement with all of the terms of the lien holder’s acceptance of my short sale request.

Signature of Seller/Client

Printed Name: _____

Date: _____

Signature of Seller/Client

Printed Name: _____

Date: _____

Seller Document Checklist

This Seller Document Checklist is made a part of the Engagement Letter between the owner/seller of the Property and National Real Estate Law Group, PLLC, (the “Law Firm”).

All documents listed below must be scanned and uploaded online at www.nrelg.com. Choose the “Submit Forms” button along the top menu and follow the instructions to upload documents.

The Law Firm can upload the documents for you for a separate administrative fee of \$250. Please contact info@nrelg.com for details.

- [Law Firm Engagement Letter](#) (signed and dated)
- [Fee Agreement](#) (signed and dated)
- [Authorization to Release Information](#) (sign and date – *remember to include a loan number for each loan*)
- [Request for Contact Information](#) (signed and dated)
- [Deficiency Affidavit](#) (signed and dated)
- [Hardship Letter](#) (signed and dated)
- One mortgage statement for each lien (most recent available)
- [Financial Information Form](#) (signed and dated)
- Federal Tax Return/Filing – the full filing for the last two years
 - If not available, provide evidence of requested extension
- 1099, W-2 and/or K-1 statements (last 2 years)
- Current Profit and Loss Statement (if self employed)
- Paystubs (3 most recent)
- Bank statements for all asset accounts (3 most recent months for EACH account)
 - DO NOT provide any retirement fund account statements at this time. We may ask for copies of retirement account statement at a later time.
 - If you do not have 3 most recent months of bank statements at the time of submission of documents, provide what is available and upload new statements monthly.

Authorization to Release Information

Property Address

Name of Lender/Loan Servicer

Loan Account Number

Name of Lender/Loan Servicer

Loan Account Number

To Whom It May Concern:

I am represented by the **Law Offices of The National Real Estate Law Group**, 1355 Beverly Road, Suite 320, McLean, VA 22101, 888-734-0026 (office), 703-763-5718 (fax), with respect to the above listed loan accounts. I hereby authorize you (i.e. Lender/Loan Servicer) to release any and all information or documentation concerning the above listed loan account(s) to the **Law Offices of The National Real Estate Law Group**, at their request. I further authorize you to discuss my case, including any and all loss mitigation plans for the above listed loan account(s) with the **Law Offices of The National Real Estate Law Group or any of it's employees or associates including Matt Hunzeker, it's Managing Partner, and:**

Name of Law Firm Representative

Name of Law Firm Representative

Phone/Fax/Email for representative

Phone/Fax/Email for representative

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL ONE YEAR FROM THE DATE OF THIS DOCUMENT OR UNTIL I SPECIFICALLY NOTIFY YOU IN WRITING THAT THIS AUTHORIZATION IS NO LONGER IN EFFECT.

Client Signature _____ Date _____

Printed Name: _____

Last four (4) digits of SSN: _____

Phone No: _____

Date of Birth: _____

Client Signature _____ Date _____

Printed Name: _____

Last four (4) digits of SSN: _____

Phone No: _____

Date of Birth: _____

Client Mailing Address (if different from Property address)

Request for Contact Information

Property Address

Name of Lender/Loan Servicer

Loan Account Number

Name of Lender/Loan Servicer

Loan Account Number

To Whom It May Concern:

As the owner of the above referenced property, I am formally requesting that you immediately provide the following information about my loan:

1. The name and contact information for the Investor/Note Holder of my loan.
2. The name and contact information for the Mortgage Insurer of my loan (if applicable).

I am represented by the **Law Offices of The National Real Estate Law Group**. Please release and send the above requested information to:

National Real Estate Law Group, PLLC
1355 Beverly Road
Suite 320
McLean, VA 22101
888-734-0026 (office)
703-763-5718 (fax)
info@nrelg.com

Borrower Signature _____ Date _____
Printed Name: _____
Last four (4) digits of SSN: _____

Phone No: _____

Date of Birth: _____

Borrower Signature _____ Date _____
Printed Name: _____
Last four (4) digits of SSN: _____

Phone No: _____

Date of Birth: _____

Borrower Mailing Address (if different from Property address)

Deficiency Affidavit

This Deficiency Affidavit is made a part of the Engagement Letter with the National Real Estate Law Group, PLLC.

A seller's inability to pay any remaining mortgage loan deficiency is a critical condition of gaining short sale approval from lien holders.

A "deficiency" is the unpaid loan balance due and owing to a lien holder after they've received and accepted the net proceeds of a short sale. As the Seller/Client, I understand that my lien holder(s) can only approve my request for a short sale of the Property if I can provide sufficient evidence that I DO NOT have the ability to pay the deficiency, either from existing liquid assets (with the exception of properly established retirement accounts) or from existing equity in non-liquid assets.

I hereby swear and affirm to the National Real Estate Law Group, PLLC, its successor or assigns, that I do not have the ability to pay any mortgage loan deficiency and agree to provide sufficient evidence to support my claim to the satisfaction of, and at the request of, the Law Firm and my lien holder(s).

Signature of Seller/Client

Signature of Seller/Client

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____