



561-922-3007 ext. 102

561-922-3008 Fax

Email: [shortsale@laplayatitle.com](mailto:shortsale@laplayatitle.com)

## CLIENT INFORMATION SHEET

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Seller's Name #1

Social Security Number

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Seller's Name #2

Social Security Number

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Phone No.

Cell No

Fax No.

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Email Address Seller #1

Email Address Seller #2

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Seller's Mailing Address

City

State

Zip

---

Homeowner or Condo Association Contact Name and Phone # Payment info and outstanding balance, I/A

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Seller's Water Utility Information Acct # and to Whom it is Paid and outstanding balance, I/A.

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Property Address

City

State

Zip

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Listing Agent's Name

Cell Phone No.

Email

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Listing Broker's Name and Address (needed for Equator System)

MLS No.

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Buyer's Name

Date of Birth

---

Buyer's Mailing Address

First Five of Social Sec. No.

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Buyer's Home Phone

Cell Phone

E-mail Address

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Selling Agent Name

Cell Phone No.

Email

---

Selling Broker's Name and Address (needed for Equator System)

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Buyer's Lender/Mtg Broker and Contact Name

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Buyer's Lender Phone Number

Email Address

MCCABE & SAMILJAN, LLC.  
“THE PROPERTY DEFENDER”

SHORT SALE DIVISION

**SHORT SALE RETAINER AGREEMENT**

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This Agreement is for legal services and representation relating to representation relating to the disposition of your designated property through a **short sale**. A short sale occurs when your lender accepts less than the outstanding balance due on the mortgage and note from the prospective purchaser. It is altogether possible that as part of such a transaction it may become necessary for the Client to pay the lender something in return for the elimination of some or the entire shortfall. Furthermore, even in the event of a successful short sale the Lender may pursue a deficiency judgment for any sum due under the mortgage and left unpaid. The Short Sale Division shall undertake to negotiate with the lender to cancel the debt in order to allow the short sale to occur. The Firm will always attempt to minimize your liability for any outstanding obligations related to the real estate by negotiating on your behalf. However, it is understood that **the complete or partial cancellation of the debt is not guaranteed**. It is altogether possible that in order to ensure the sale will be concluded you may be required to sign a note for some portion of the debt. The Firm is being engaged for the sole purpose of facilitating a short sale of the real estate which is subject to a mortgage and note which has an outstanding balance in excess of the current market value. This Agreement is entered into between McCabe & Samiljan, LLC. (hereinafter referred to as "THE FIRM" or "Attorney"), Short Sale Division, and \_\_\_\_\_ (hereinafter referred to as "CLIENT") made on \_\_\_\_\_, 20\_\_\_\_, based upon the terms and conditions set forth below.

**CLIENT'S NAME ("Client"):** \_\_\_\_\_

**Property Address:**  
\_\_\_\_\_

**Client Contact Info: Home Phone:** \_\_\_\_\_ **Cellular Phone:** \_\_\_\_\_

**Email Address (weekly updates be provided via email only):** \_\_\_\_\_

**Designated File Reference Number: ( To be assigned by law firm)** \_\_\_\_\_

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Limited Legal Representation: **Limited to Short Sale Representation**

Legal services may involve the review of the current status of the property and all loans thereon, establishing a strategy to proceed with a sale, reviewing and possibly modifying any purchase agreement which may be presented, negotiating with the Lender regarding the liability for the outstanding balance due or the elimination thereof (some or all); reviewing various documents related to the original loan transaction as well as documents having to do with the processing and approval of the proposed sale by the Lender, the approval letters from Lender, including the minimum amount which Lender shall agree to accept in order to approve any short sale, waivers of deficiencies, and release of liability agreements, contacts with the real estate agents involved in the transaction, the preparation of documents required of the Seller for closing as well as the review of title documentation and assisting in obtaining any necessary releases or waivers called for by a title commitment, in anticipation of a sale; reviewing the buyer loan commitment or proof of funds; coordinating any related wire transfers, funding and disbursement of funds; coordinating the various activities as required with the title agents and/or attorneys for buyers. The

representation by this Firm **does not include** representation in connection with any foreclosure litigation, bankruptcy, any Internal Revenue Service representation, including but not limited to the filing of tax forms or the negotiation related to imputed income. It also does not include any negotiations or dealings with homeowners or condominium association matters, or negotiations with other creditors other than the first and second mortgage companies. Any such additional services outside the services outlined herein may be subject to further and separate engagement terms and conditions as well as fees and costs. No Tax representation is offered by the Firm and Client is encouraged to consult with a Certified Public Accountant or tax attorney for tax advice related to the specifics of the situation.

Upon the execution of this Agreement by Client, including the above, the parties shall be subject to the following terms and conditions:

1. **AUTHORIZATION.** The CLIENT authorizes **THE FIRM** to act on behalf of the CLIENT and do anything necessary on the CLIENT's part which may be appropriate to CLIENT'S representation in the short sale matter. Persons other than the lawyer shall be participating on behalf of the CLIENT under the authority of **THE FIRM**. For purposes of this Agreement the value of the hourly services of the Attorney shall be calculated at \$350.00 per hour in the event of an early termination of this service agreement pursuant to the terms and conditions stated below.

a. **PARALEGAL SERVICES.** All paralegal services shall be included in the fees outlined below. However, for billing purposes, it is agreed that the expenditure of time by paralegals, trainees and law clerks (not secretaries) will be billed at the rate of \$180.00 per hour for the purpose of determining fees in the event of an early termination of services pursuant to the terms and conditions stated below.

2. **REPRESENTATION.** CLIENT acknowledges that neither **THE FIRM** nor any representative or agent has made **any guarantees concerning the outcome** of the representation. All expressions which relate to the possible results in the MATTER are based strictly on **THE FIRM'S** opinion. In fact, **THE FIRM** has made it a point to make it clear that there is a likelihood that the Lender may not approve of any offer presented through the process of a short sale.

3. **TIME IS OF THE ESSENCE in all matters related to this agreement.**

4. **FEES:** In the case of a short sale, upon the Firm closing a short sale transaction, a success fee shall be due in the amount of \$3500.00. This fee is usually paid at the closing and is included on the closing statement and deducted from the amounts due Lender. Under these circumstances you should note that you **WILL NOT** be personally liable for the legal success fee. If the Firm is unable to or does not collect a fee from the Lender, it is agreed and understood that the success fee **WILL NOT** be collected from the **CLIENT**.

**TERMINATION OF ENGAGEMENT:** You have the right to terminate our representation at any time. However, the Firm also has the same right to terminate its representation of you, subject to an obligation to give you reasonable notice to arrange for alternative representation. In the event of termination of employment of our Firm at the request of either the client or ourselves, we will submit our statement for accrued services and costs, and expect that it will be promptly paid. We reserve the right to retain your files and our work pending payment of our outstanding bill.

5. **RIGHT TO WITHDRAW.** CLIENT further understands and agrees that **THE FIRM** shall have the right to withdraw from representation of the CLIENT if the CLIENT prior to the conclusion of a short sale for any reason whatsoever; particularly if the CLIENT has misrepresented material facts to **THE FIRM**; or if the CLIENT fails to follow **THE FIRM'S** advice. In any of these events the CLIENT agrees to execute such documents as will permit **THE FIRM** to withdraw from representation. **THE FIRM** shall have a charging lien on its work product and other benefits which result from the work which has been performed up to the time of withdraw.

6. **ENFORCEMENT.** Should it become necessary to enforce the terms of this Agreement through legal proceedings, the CLIENT agrees to pay any and all fees and costs incurred by **THE FIRM**, including the value of the services provided by **THE FIRM** in connection with any collection

proceedings, as well as pre-judgment interest, and any additional costs, fees and expenses incurred in connection with such proceedings through and including any necessary appeal. The agreement to pay **THE FIRM'S** fees involved in the collection of legal fees or enforcement of the terms of this Agreement includes the time expended by **THE FIRM**, particularly including any fees and costs incurred by **THE FIRM** or its associates and employees. **CLIENT AGREES AND HEREBY WAIVES THE CLIENT'S RIGHT TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE.** Moreover if such collection is required, the CLIENT agrees that the exclusive jurisdiction shall be in Broward County, Florida. Moreover, the CLIENT understands and agrees that **THE FIRM** has the right to seek and impose a Charging Lien or Retaining Lien, whichever may be appropriate under the circumstances, that applies to any papers, pleadings, documents and other such things in the possession of **THE FIRM**. The CLIENT specifically agrees that any such Lien shall apply to any and all property or monies recovered, including, but not limited to any property that would otherwise be protected from creditors, such as Homestead property. Moreover, client acknowledges that in the event that client violates the terms of this Agreement or the Short sale does not close for any reason, then McCabe & Samiljan, LLC. shall be entitled to file and record a charging lien against the subject property for its fees and costs.

7. By executing this **AGREEMENT**, you acknowledge that you have read, approved and accepted the terms and conditions as stated herein and you agree to be bound by the terms of this AGREEMENT. It is the sincere intention of the FIRM that you are pleased with the quality and efficiency of our work. Although we cannot guarantee the success of any given task, we do commit to represent your interest as diligently and effectively as possible. It is our honor to have the opportunity to represent you, and we all are eager to undertake the designated tasks in order to resolve your issues as quickly as possible.

Client specifically agrees to accept all communications, via email, from Timothy McCabe, Esq., Short Sale Division, and does specifically authorize the use of the email address provided on Page 1 hereinabove for all Attorney/Client communications regarding the matters covered under this retainer agreement.

**WARNING**

**THE CLIENT UNDERSTANDS THAT HE OR SHE HAS THREE (3) CALENDAR DAYS IN WHICH HE OR SHE MAY CANCEL THIS AGREEMENT BY DELIVERING, Emailing, OR FAXING A CANCELLATION IN WRITING. IN THE EVENT OF CANCELLATION, MCCABE & SAMILJAN, LLC., SHALL TAKE NO FURTHER ACTION ON BEHALF OF THE CLIENT. IRRESPECTIVE OF ANY WORK THAT MAY BE DONE, AT THE CONCLUSION OF REPRESENTATION CLIENT SHALL HAVE TEN (10) DAYS TO PICK UP THE FILE FROM THE FIRM, AND UPON THE FAILURE THEREOF THE CLIENT SPECIFICALLY HEREBY AUTHORIZES THE FIRM TO PERMANENTLY DISPOSE OF OR DESTROY THE FILE AND ITS CONTENTS.**

***THIS IS A LEGAL, BINDING CONTRACT. BEFORE SIGNING PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT AND WE WILL GIVE YOU A FULL EXPLANATION!***

**READ, UNDERSTOOD, ACKNOWLEDGED and AGREED:**

**McCabe & Samiljan, LLC.**

Short Sale Division  
148 North Federal Highway  
Deerfield Beach, Florida 33441  
561-922-3007 X 102

**APPROVED, AGREED and ACCEPTED** this \_\_\_\_ day \_\_\_\_\_ 20\_\_

BY: \_\_\_\_\_  
Timothy McCabe, Esquire

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT PRINTED NAME

MCCABE & SAMILJAN, LLC.  
“THE PROPERTY DEFENDER”

SHORT SALE DIVISION

**Borrower Name:** \_\_\_\_\_ **SS#** \_\_\_\_\_

**Co-Borrower Name:** \_\_\_\_\_ **SS#** \_\_\_\_\_

**Subject Property Address:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Lender Name:** \_\_\_\_\_ **Loan #** \_\_\_\_\_

**Authorization to Release Information**

The undersigned hereby authorize the above referenced lender to release to McCabe & Samiljan, LLC. and WeRShortsales Guaranteed, its staff and employees any and all information pertaining to the above referenced loan.

If this matter pertains to a pre-foreclosure resolution, the undersigned further authorize you to provide to McCabe & Samiljan, LLC., any and all information and documentation that it may request pertaining to the Lender’s requirements and documentation in order to effectuate the foreclosure resolution.

The undersigned further authorizes referenced Lender to speak with attorneys from McCabe & Samiljan, LLC. and WeRShortsales Guaranteed specifically, our staff including Tim McCabe, Kaili Esposito, Shakira Robert and Jason Jobbitt in connection with any matters pertaining to our loan as referenced hereinabove.

\_\_\_\_\_  
Signature Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Co-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Real Estate Agent



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Deerfield Beach, FL 33441

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[E-mail: shortsale@laplayatitle.com](mailto:shortsale@laplayatitle.com)

### **Authorization to Release Information**

**Borrower Name:** \_\_\_\_\_

**Loan Number:** \_\_\_\_\_

The undersigned hereby authorize the above referenced lender to release to La Playa Title its staff and employees any and all information pertaining to the above referenced loan.

Lender is hereby authorized to negotiate the terms of a workout agreement with my Designated Agent and to deliver documents to my Designated Agent which concern my request for payment assistance. I understand that I will be fully responsible for reviewing any information that is sent by Lender to my Designated Agent. This Authorization will remain effective until I specifically notify Lender Workout Department in writing that this Authorization is of no further force and effect.

The undersigned further authorizes Lender to speak with Kaili Esposito, Shakira Robert and Jason Jobbitt in connection with any matters pertaining to our loan as referenced hereinabove.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Last 4 Digits of SS#

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Last 4 Digits of SS#

\_\_\_\_\_  
Print Name



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**LA PLAYA TITLE ADDENDUM**

\_\_\_\_\_ Seller (s) and  
\_\_\_\_\_ Buyer (s) concerning  
the property described as: \_\_\_\_\_

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree as follows:

Due to the nature of the Short Sale, the closing agent and issuing title insurance agent for the above transaction will be La Playa Title LLC, 148 North Federal Highway, Deerfield Beach, FL 33341, (561) 922-3007. Seller agrees to pay the Title Insurance Premium and Buyer agrees to pay an \$850.00 closing fee to La Playa Title LLC.

All escrow deposits must be transferred to La Playa Title no later than 15 days prior to closing. The owner's title insurance premium will be approved and paid for from the lender's gross proceeds upon a successful short sale approval and closing.

**IN WHITNESS WHEREOF**, the Parties have executed this Addendum as of the date first written above.

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

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

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

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

Broker / Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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561-922-3007 ext. 102 Fax 561-922-3008

**AGENTS, BUYER & SELLER**  
**ESCROW ACKNOWLEDGEMENT**

WeRshortsales Guaranteed will negotiate on behalf of the seller at no cost to the seller or Agent. LaPlaya Title will hold all deposit monies on short sale transactions. WeRshortsales Guaranteed will not negotiate any transactions unless there is at least \$1,000.00 in escrow.

In the event that the short sale is approved by all Lenders within 90 days of receiving the contract and Buyer defaults under the terms specified in the Contract, Buyer and Seller authorize the Escrow Agent to disburse \$1,000.00 from the Escrow Deposit to WeRshortsales Guaranteed.

\_\_\_\_\_  
LISTING AGENT                      Date

\_\_\_\_\_  
SELLER                                      Date

\_\_\_\_\_  
SELLER                                      Date

\_\_\_\_\_  
SELLING AGENT                      Date

\_\_\_\_\_  
BUYER                                      Date

\_\_\_\_\_  
BUYER                                      Date



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### **Documents Required for Lender**

\_\_\_ Two (2) Months Bank Statements

\_\_\_ Two (2) Pay check stubs or 6 months profit and loss statements

\_\_\_ Two (2) years tax returns or Extension Form for 2010 Taxes and supply 2009 Tax Return

\_\_\_ Third Party Authorization Form All Lenders

\_\_\_ Borrower's Financial Disclosure Form and or Expense Sheet

\_\_\_ Hardship explanation letter

\_\_\_ Copy of Declaration Of Homeowners Insurance (For Insurance Amt Calculation)

\_\_\_ Copy of current Mortgage Statement(s) or Coupon for All Home Loans

Please initial by the documents you have included with your package.

If you are missing any of the above Documentation and cannot provide us a copy, then you must put a sheet in the package with the name of the document and a reason that you cannot supply us with that document. Example: 2008 Tax Return you would write – 2009 Tax Return missing because I have not filed and have filed an extension.

**PLEASE SEND COPIES ONLY OF ALL DOCUMENTATION. NO ORIGINAL TAX RETURNS OR BANK STATEMENTS.**

**NOTE:** We can only process your file when we have received ALL of your documentation, we can not submit your documents one at a time to the Lender. If we have not received all of the above required documentation your file will not be processed.



<b>PART E: MONTHLY INCOME</b>		<b>Page 2</b>		
	<b>DESCRIPTION (MONTHLY)</b>	<b>Borrower</b>	<b>Co-Borrower</b>	<b>TOTAL</b>
1	Gross Salary Wages			
2	Overtime Wages			
3	Commissions (how often paid)			
4	Bonuses (when paid)			
5	Social Security			
6	Disability (short term or long term)			
7	Other Income (interest, rental, etc.)			
8	Alimony**			
9	Child Support**			
10	TOTAL MONTHLY INCOME (add lines 1-9)			
11	Less: Federal, FICA, and State Income Tax			
12	Other Deductions (401k, etc.)			
13	TOTAL DEDUCTIONS (add lines 11 & 12)			
14	NET PERSONAL INCOME (line 10 minus line 13)			

	<b>DESCRIPTION (MONTHLY)</b>	<b>MONTHLY PMT</b>	<b>BALANCE DUE</b>
1	Primary Home Mtg (include taxes & insurance)		
2	Taxes on primary home (if not included in #1)		
3	Insurance on primary home (if not included in #1)		
4	Rent Payment (if tenant in property)		
5	Maintenance on primary home		
6	Other Mortgages		
7	HOA Fees		
8	Automobile Loan(s)		
9	Car expenses (gas, maintenance, parking)		
10	Credit Cards (minimum payment)		
11	Alimony		
12	Child Support		
13	Child Care		
14	Insurance (automobile, health, & life)		
15	Medical expenses (uninsured)		
16	Utilities (water, electricity, gas, etc.)		
17	Telephone		
18	Cable TV		
19	Groceries and Toiletries		
20	Dry Cleaning and Clothing		
21	Entertainment (hobbies, dinner, movies, etc.)		
22	School Tuition		
22	Dependent Care		
23	Other Monthly Expenses*		
24			
25			
	*Explain:		
26	TOTAL PERSONAL EXPENSES (add lines 1-27)		

**ACKNOWLEDGEMENT AND AUTHORIZATION**

I (we) agree that the financial information provided is an accurate statement of my (our) financial status. I (we) understand and acknowledge that any action taken by the lender of my (our) mortgage loan on my (our) behalf will be made in strict reliance on the financial information provided. I (We) authorize verification or re-verification of any information contained in this Financial Statement at anytime by the lender, its agents, successors and assigns, either directly or through a third party, including but not limited to a credit reporting agency, from any source named in this Financial Statement or otherwise submitted in connection therewith. My (Our) signature(s) below grants the lender the authority to contact my realtor, credit counseling service representative (if applicable), or any third party with respect to matters represented in this Financial Statement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Borrower

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Co-Borrower

MCCABE & SAMILJAN, LLC.  
“THE PROPERTY DEFENDER”

SHORT SALE DIVISION

**INSTRUCTIONS FOR HARDSHIP LETTER**

**1. Start with:**

The hardship(s) that lead to my current foreclosure situation is/are as follows:

**2. Detail the hardship(s) and the date(s) of occurrence(s)**

**3. Examples (ALWAYS INCLUDE AT LEAST ONE OF THESE)**

Victim of a High Interest or Interest only loan  
Victim of an Adjustable Rate Mortgage  
Personal Crisis  
Health Crisis  
Death/Family Crisis  
Job Loss  
Reduction in Wages or Self Employed Income  
In Prison  
Insolvency  
Unable to Sell/Rent house  
Deported  
Military Service (Iraq War gives automatic extension)  
Out of work due to extended illness  
Accident or injury and out of work for extended period  
Divorce  
Other

**4. Conclude with and copy the following EXACTLY AS IT IS:**

As you can see, my situation is a direct result of circumstances that were out of my control. (Attach any proof you might have)

I would like the opportunity to rebuild my life and avoid foreclosure on my credit record.

I have my home listed with \_\_\_\_\_ and would like to ask that you cooperate with them as they assist me in selling my house. They will submit a full Short Sale Package as soon as an offer is received.

Thank you so much for your consideration.

**Signature(s):**