



URBAN LEAGUE for BERGEN COUNTY, INC.

Liberty School 12 Tenafly Rd. □ Englewood NJ 07631 □ (201) 568-4988 □ Fax (201) 568-4989

E-mail: info@ulbcnj.org

Homeownership Preservation Packet

Dear Homeowner,

First, allow me to congratulate you on taking the first step of contacting our agency. Urban League for Bergen County is a HUD approved counseling agency that has the ability to assist you with the current financial hardship you are facing. We understand how hard that was to do and promise to work with you to find a realistic solution to your situation.

In order to provide effective and efficient service, please complete the attached forms completely and clearly, as missing information will only hamper our ability to assist you. Please fill out monthly Income and Budget form carefully. This information is the key element of resolving these difficult situations. In addition, the checklist included outlines items that need to be collected before an appointment is scheduled. Once all of the items on the checklist are collected we will contact you for appointment. If there are questions or information you don't understand, please contact us.

There is an emphasis on being **truthful**. A resolution will not materialize unless a complete and accurate picture of the financial hardship is given. Also, please note our organization is attempting to assist in resolving a financial hardship. The end result lies in the hands of the lender; Urban League for Bergen County cannot and will not guarantee the final outcome of any situation.

Appointments usually last an hour. Please arrive on time. Many other families are facing similar situations and the demand for our services is high. We often have appointments back to back. If you arrive late, we will have to **reschedule your appointment**.

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

Sincerely,

The Urban League for Bergen County Team

CLIENT DOCUMENT CHECK LIST

- Signed and completed Intake Application (Enclosed)
- Income and Expense worksheet (Enclosed)
- Hardship Letter (Sample Letter Enclosed)
- Signed and Dated Counselor / Client Agreement (Enclosed)
- Date and signed 4506-T (Enclosed)
- Driver's license or any State Picture ID
- Copy of the Note (s) and copy of mortgage from the closing
- Copy of correspondence from the servicer or attorney
- Copy of the most recent mortgage statement
- Any documentation from the courts or the sheriff regarding foreclosure
- Copies of Most recent pay stubs for all employment or profit and loss statement, if self-employed
- Proof of rental income, leases or deposit
- SSI or Pension, copy of award letter
- Contribution Letter from any family members
- Last two months of bank statements (All pages even if blank)
- Copies of latest utility bills, credit card statements,
- Most recent tax return, Last two years
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- Level One Appointment Date _____
Counselor _____
- Level two Appointment Date _____
Counselor _____

FORECLOSURE INTERVENTION APPLICATION & INTAKE FORM

Home Owner Information

Referral Source _____

Date _____ Housing Counselor _____

Customer (A) _____

Customer (B) _____

Address _____

City _____ State _____ Zip Code _____

Property Address if different _____

Purchased Home Date _____ Home Phone _____

Work Phone (A) _____ Work Phone (B) _____

Cell Phone (A) _____ Cell Phone (B) _____

Email Address (A) _____ Email Address (B) _____

Number of Adults Over 18 _____ Number of Children _____ Ages _____

Borrower (A) SSN _____ Borrower (B) SSN _____

Borrower (A) DOB _____ Borrower (B) DOB _____

Customer (A) Ethnicity _____ Customer (B) Ethnicity _____

Customer (A) Race _____ Customer (B) Race _____

Customer (A) Employer _____ Title _____ How Long? _____

Customer (A) Highest Grade Level _____

Customer (B) Employer _____ Title _____ How Long? _____

Customer (A) Gross Monthly Income(s) \$ _____ Net Monthly Income \$ _____

Customer (B) Gross Monthly Income(s) \$ _____ Net Monthly Income \$ _____

OTHER HOUSEHOLD INCOME

AMOUNT PER MONTH

Social Security /SSI / SSDI	\$
Child or Spousal support received	\$
Unemployment compensation	\$
Workers disability compensation	\$
Veterans Benefits	\$
Monies from rental properties	\$
Children's wages	\$
Food Stamps	\$
MFIP	\$
Child care assistance	\$
Housing assistance	\$
TOTAL HOUSEHOLD INCOME	\$

1ST MORTGAGE COMPANY

Name: _____

Normal monthly payment: \$ _____

Last month a payment was sent and accepted: _____

Total amount outstanding: \$ _____

TYPE OF LOAN: (Please check all that apply)

_____ FHA _____ VA _____ RURAL DEVELOPMENT

_____ ASSUMED _____ CONTRACT FOR DEED

_____ Insured CONVENTIONAL _____ Uninsured CONVENTIONAL

_____ MOBILE HOME LOAN (age of home: _____)

TERMS OF LOAN: _____ FIXED RATE _____ ADJUSTABLE RATE

_____ 30 YEAR MTG _____ 15 YEAR MTG

Are Taxes and Insurance included in your mortgage payment? _____ YES _____ NO

If NO. Are your Taxes current: _____ YES _____ NO

Is your Insurance current: _____ YES _____ NO

2nd MORTGAGE COMPANY

Name: _____

Normal monthly payment: \$ _____

Last month a payment was sent and accepted: _____

Total amount outstanding: \$ _____

ASSOCIATION DUES OR 3RD MORTGAGE

Name: _____

Normal monthly payment: \$ _____

Last month a payment was sent and accepted: _____

Total amount outstanding: \$ _____

MONTHLY SPENDING PLAN WORKSHEET

Monthly Expense	Current	Adjusted	Difference
FIXED EXPENSES			
HOUSING			
Mortgage			
Heating (<i>gas or oil</i>)			
Electricity			
Telephones (<i>land lines and cell phones</i>)			
Other:			
TRANSPORTATION			
Gas			
Car Payment			
Public Transportation or Taxi			
Parking and Tolls			
Other:			
Insurance			
Health (<i>medical and dental, if not payroll deducted</i>)			
Life			
Disability			
Other:			
CHILDCARE			
Childcare or Babysitters			
Child Support or Alimony			
FIXED EXPENSES SUB-TOTAL			
Periodic Fixed Expenses (Divide annual payment by 12)			
HOUSING			
Homeowners Insurance (<i>if not included in mortgage</i>)			
Water or Sewage			
Trash Service			
Other:			
TRANSPORTATION			
Car Insurance			
Car Inspection			
Car Repairs and Maintenance			
License Plates and Registration Fees			
Other:			
PERIODIC FIXED EXPENSES SUB-TOTAL			
FLEXIBLE EXPENSES			
FOOD			
Groceries			
School Lunches			
Work-Related (<i>lunches and snacks</i>)			
Other:			
HOUSING			
Home Maintenance and Furnishings			
Cleaning Supplies			
Lawn Care			
Other:			

Monthly Expense	Current	Adjusted	Difference
<i>MEDICAL</i>			
Doctor			
Dentist			
Prescriptions			
Other:			
<i>Savings</i>			
Emergency Fund			
<i>CLOTHING</i>			
Clothing			
Laundry and Dry Cleaning			
Other:			

MONTHLY EXPENSE	CURRENT	ADJUSTED	DIFFERENCE
EDUCATION			
Tuition			
Books, Papers and Supplies			
Newspapers and Magazines			
Lessons (sports, dance, music)			
Other:			
DONATIONS			
Religious or Charity			
Other (if not payroll deducted):			
GIFTS			
Birthdays			
Major Holidays			
Other:			
Personal			
Barber or Beauty Shop			
Toiletries			
Children's Allowances			
Tobacco Products			
Beer, Wine, Liquor			
Other:			
ENTERTAINMENT			
Movies, Sporting Events, Concerts, Theater, Etc.			
Video Rentals			
Internet Service			
Cable/Satellite TV			
Restaurants and Take-Out Meals			
Gambling or Lottery Tickets			
Fitness or Social Clubs			
Vacations/Trips			
Hobbies or Crafts			
Other:			
MISCELLANEOUS			
Checking Account Fees, Money Order Fees, Etc.			
Pet Care or Supplies			
Postage			
Pictures and Photo Processing			
Other:			
Flexible Expenses Sub-Total			
Indebtedness Expenses			
Debts			
Student Loan			
Credit Card (monthly minimum*)			
Credit Card (monthly minimum*)			
Credit Card (monthly minimum*)			
Medical Bills			
Personal Loan			
Payday Loan(s)			
Rent to Own Contract			
Other:			
Other:			
Indebtedness Sub-Total			

<i>Total Monthly Expenses</i> <i>(fixed + periodic fixed + flexible + indebtedness)</i>			
Income			
<i>Total Monthly Net Income</i>			
Additional Savings			
<i>Amount Left Over</i> <i>(total monthly net income - total monthly expenses)</i>			

Source: Adapted from *CreditSmart* by Freddie Mac

HOUSEHOLD ASSETS:

Description	Value / Amount	Amount owed if any
Automobile #1		
Automobile #2		
Automobile #3		
Cash on Hand over \$100		
Checking account		
Savings account		
Boats / wet bikes		
Money Market Funds		
Computers		
RV/ Recreational homes		
IRA / 401k		
Motorcycles / Snowmobile		
Stocks/bonds/ CDs/Annuities		
Farm equipment		
Other property		
Trailers		
Other _____		
Anticipated tax refunds		

Please read below carefully: As head of Household I declare that members of my household have no ownership, in full or part, of any assets other than those identified above, the value of which have been disclosed. Please sign below:

Description of Borrower's Situation

Describe the situation that caused you to call

What caused the situation?

What has been attempted to correct the problem?

Sample Hardship Letter

(Date)

(Your Name)

(Phone)

(Loan#)

(Your Lender's Name)

(Lender address)

Dear Loss Mitigation Department Staff;

I am writing this letter to explain the circumstances that caused us to fall behind 'on our mortgage payments. We recently contacted (name of foreclosure counselor and agency) to help us prevent foreclosure.

The main reason that caused us to be late is (explain the reason for falling behind in a few brief sentences). We will be able to make on time payments in the future because (explain how your situation/income has changed).

(Explain income and expenses or attach a budget)

I have enclosed copies of (budget, bank statements, paystubs, W-2, etc.)

Please consider a workout agreement (or repayment plan loan modification, etc.) for our loan. We appreciate your willingness to work with us to prevent foreclosure of our home.

Please contact us at (phone number) when you receive this letter so we can talk about our options

Sincerely,

(Your signature)

Client/Counselor Agreement

Urban League for Bergen County and its counselors agree to provide the Following services:

1. Confidentiality, honesty, respect and professionalism in all services.
2. Timely completion of promised action.
3. Explanation of the lender's collection procedures and the state foreclosure process.
4. Presentation and explanation of reasonable options available to the homeowner based on an analysis of the homeowner's financial situation
5. Guidance in developing a realistic spending plan, based on homeowner decisions and choices in spending.
- 6 Assistance in submitting a loss mitigation package to the mortgage company.
7. Explanation of the loss mitigation plan offered by the mortgage company.
8. Assistance in escalating any legitimate issues with the mortgage company (This does not include assistance in escalation of cases where the homeowner disagrees with the mortgage company's decision but there is no factual basis for escalation.)
9. Assistance in developing a foreclosure intervention action plan.
10. Identification of assistance resources that may be available to the homeowner.
11. Referrals to needed resources.

I/We, _____ agree to the following terms of service:

1. I/We will always provide honest and complete information to my/our counselor, whether verbally or in writing.
2. I/We will respond to any phone calls or emails from my/our counselor within 24 hours of delivery of call or email.
3. I/We will provide all necessary documentation and follow-up information within the timeframe requested to the counselor and our mortgage company.
4. I/We will be on time for appointments and understand that if we are late for an appointment, the appointment may be rescheduled.
5. I/We will call within 6 hours of a scheduled appointment if I/We will be unable to attend an appointment.
6. I/We will contact the counselor about any changes in our situation immediately.
7. I/We will contact the counselor when the mortgage company contacts us with questions or loss mitigation offers, such as a trial period plan or modification.
8. I/We understand that breaking this agreement may cause the counseling organization to service assistance to me/us.

In Addition

1. I acknowledge I have received a copy of the Urban League for Bergen County's Privacy Policy.
2. I understand the Urban League for Bergen County will close my case file after three attempts to communicate with me via email, telephone, and / or U.S. postal mail. I also understand that I have the option to request a copy of my file.
3. I understand I am not obligated to utilize any of the services offered me and may be referred to other services offered by the agency or to an outside agency to assist with concerns that may have been identified.
4. Counselors may answer questions and provide information, but will not give legal advice. If I want legal advice, recommendation will be that I seek legal assistance from the appropriate entities.
5. I understand the Urban League for Bergen County will not make referrals to specific agencies, but will provide me a list of agencies and I will make my own decision.

Hold Harmless Agreement

I give the Urban League for Bergen County permission to use my name in any current and future publications or reporting. Furthermore, in view of the fact that the Urban League for Bergen County is a non-profit organization, I hereby release, hold harmless and waive all claims associated with these publications and marketing materials which I may have against the Urban League for Bergen County and its employees.

Homeowner

Date

Counselor

Date



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40 North Van Brunt Street □ Englewood NJ 07631 □ (201) 568-4988 □ Fax (201) 568-4989

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Foreclosure Mitigation Client/Counselor

I/We, _____ agree to the following terms of service:

1. I/We understand that **Urban League for Bergen County** provides foreclosure mitigation Counseling after which I/We will receive a written action plan consisting of recommendations for handling My/our finances, possibly including referrals to other housing agencies as appropriate.
 2. I/We understand that **Urban League for Bergen County** receives Congressional funds through the National Foreclosure Mitigation Counseling (NFMC) program and, as such, is required to share some of my personal information with NFMC and US DEPARTMENT of HOUSING and URBAN DEVELOPMENT and program administrators or their agents for purposes of program monitoring, compliance and evaluation.
 3. I/We give permission for NFMC program administrators and/or their agents to pull my credit report when necessary up to two additional times between now and the end of the fiscal year and to give authorization for NFMC program administrators and/or their agents to follow-up with me between now and the end of the fiscal year for the purpose of program evaluation.
 4. I/We acknowledge that I/We have received a copy of **Urban League for Bergen County** Disclosure of Programs and Services, included in this ULBC packet
 5. I/We may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to help with particular concerns that have been identified. I/We understand that I/We am not obligated to use any of the services offered.
 6. A Counselor may answer questions and provide information, but not give legal advice. If I/We want legal advice, I/We will be referred for appropriate assistance.
 7. I/We understand that **Urban League for Bergen County** provides information and education on numerous loan products and housing programs and I/We further understand that the housing counseling I/We receive from **Urban League for Bergen County** is no way obligated me/us to choose any of these particular loan products or housing programs.
- I/We will always provide honest and complete information to my/our counselor, whether verbally or in writing.
 - I/We will provide all necessary documentation and follow-up information within the timeframes requested.
 - I/We will be on time for appointments and understand that if we are late for an appointment, the appointment will still end at the scheduled time.
 - I/We understand that repeated no-shows or excessive cancellations may result in cancellation of services.
 - I/We understand that I/We **must** have an appointment to meet with counselor and that should I/We walk-in I/We will be given an appointment for a later date and time.
 - I/We understand that once I/We are an established client I/We may drop off documentation and that counselor availability is **not** guaranteed without an appointment.
 - I/We will call within 6 hours of a scheduled appointment if I/We will be unable to attend an appointment.
 - I/We will contact the counselor about any changes in our situation immediately.
 - I/We understand that breaking this agreement may cause the counseling organization to sever its service assistance to me/us.

Primary Client	_____	Date	_____
Co-Client	_____	Date	_____
Co-Client	_____	Date	_____
Counselor	_____	Date	_____



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Client Authorization and Counseling Disclosure

Client Name: _____ Co-Client _____

HUD Approved Non-Profit Counseling Agency: URBAN LEAGUE FOR BERGEN COUNTY

Agency Counselor: _____

I would like to participate in your counseling sessions to help me improve my financial and housing situation. I understand that my counselor may discuss information about my credit history, financial situation, employment, and other information with me, and with other representatives of financial institutions or agencies as necessary to assist me in improving my financial and housing situation. I understand that information about my personal circumstances will be treated as confidential. I further understand that I am free to choose a lender, lending product and home regardless of the recommendations made by my counselor. If I choose to seek financial assistance; I understand that I may be referred to a separate agency. I understand that there may be additional eligibility requirements to qualify for such assistance.

I hereby authorize my counselor to discuss any information related to my personal circumstances that may be necessary in our attempts to improve my financial and housing situation and to release and/or obtain credit, financial, employment and other information to and/or from other agencies or financial institutions when disclosing this information will help my counselor and I work out and assess improvements to my financial and housing situation.

It is further understood that in consideration of the counseling agency's assistance with my financial and housing situation, I agree to hold harmless the counseling agency and its agent and/or its employees and the agencies and financial institutions with which the counseling agency works and shares information from any and all claims or causes of actions arising, or which may arise, from mistakes, errors, or omissions in regards to said counseling.

I/we hereby authorize ULBC to verify my/our past and present employment earnings, records, bank accounts, stock holdings and any other asset balances that are needed to process a mortgage loan application. I/we further authorize ULBC to order a consumer credit report to verify other credit information, including past and present mortgage and landlord references when necessary. It is understood that a photocopy of this form will serve as authorization.

Applicant Signature _____ Date _____

Co-Applicant _____ Date _____

Current Address _____

Property Address _____

Loan # _____

Last four digits SS# _____



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Borrowers Authorization for Release of Information

Date: _____

TO: _____

Attention: Loss Mitigation Department

RE: Loan No.:
Borrowers:
Property Address:

Dear Sir or Madam:

We are working with Urban League for Bergen County, on a plan to resolve our mortgage delinquency. We hereby authorize you to release any and all information concerning our account to it at their request.

We further authorize you to discuss our case with Urban League for Bergen County's HUD Certified Housing Counseling Service, counselor,

They are working to help us address our financial problems and to propose a loss mitigation plan which is within your guidelines.

You may release additional information to the agency in the future without further authorization.

Thank you taking the time to handle this request.

Very truly yours,

Borrowers Signature: _____ Date _____
_____ Date _____

Phone: _____



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Foreclosure Mitigation Counseling Agreement

Urban League for Bergen County is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both verbally and in writing will be managed within legal and ethical considerations. Your "non-public personal information," such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Disclosure of Programs and Services. We may also use anonymous aggregated case file information for the purposes of evaluating our services, gathering valuable research information for designing future programs.

Types of Information that we gather about you

- Information we receive from you verbally, on applications or other forms, such as your name, address, social security number, assets, and income.
- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usages.
- Information we receive from credit reporting agencies, such as your credit history.

Release of your Information to third parties

1. So long as you have not opted-out per the Disclosure of Programs and Services form, we may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of grant awards which make our services possible.
2. We may also disclose non-public personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process).
3. Within the organization, we restrict access to non-public personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Urban League for Bergen County and its counselors agree to provide the following services:

- Assess current financial situation
- Analysis of mortgage default, including the amount and cause of default
- Development of an action plan

- Presentation and explanation of reasonable options available to the homeowner
- Presentation and negotiation of possible remedies with mortgage servicers
- Assistance in communication with the mortgage servicer and other creditors
- Explanation of collection and foreclosure process
- Identification of assistance resources
- Confidentiality, honesty, respect and professionalism in all services
- As the final outcome lies with the servicer, our counselors are not able to guarantee a solution.

Privacy Policy and Practices

We at the Urban League for Bergen County value your trust and are 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 financial 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 housing counseling program and to aid 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 applications or other forms,
- Information about your transactions with us, our affiliates or others,
- Information we receive from a consumer reporting agency, and
- Information that we receive from personal and employment references.

Information We Disclose

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

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

To Whom Do We Disclose

We may disclose your personal information to the following types of unaffiliated third parties:

- Financial service providers, such as companies engaged in providing home mortgage or home equity loans,
- Others, such as nonprofit organizations involved in community development, but only for program review, auditing, research and oversight purposes.

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

Prior to sharing personal information with unaffiliated third parties, except as described in this policy, we will give you an opportunity to direct that such information not be disclosed.

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, aiding 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. Our safeguards comply with federal regulations to guard your personal information.

Directing Us Not to Make Disclosures to Unaffiliated Third Parties

If you prefer that we not disclose personal information about you to unaffiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make those disclosures (other than disclosures permitted by law).

- If you wish to opt out of disclosures to unaffiliated third parties other than nonprofit organizations involved in community development, you may check Box 1 on the attached Privacy Choices Form.
- If you wish to opt out of disclosures to nonprofit organizations involved in community development that are used only for program review, auditing, research and oversight purposes, you may check Box 2 on the attached Privacy Choices Form.

PRIVACY CHOICES FORM

If you want to opt out, that is direct us not to make disclosures about your personal information (other than disclosures permitted by law) as described in this notice, check the box or boxes below to indicate your privacy choices. Then send this form to the address listed below.

- Box 1** - Limit disclosure of personal information about me to unaffiliated third parties other than nonprofit organizations involved in community development.
- Box 2** - Limit disclosure of personal information about me to nonprofit organizations involved in community development that are used only for program review, auditing, research and oversight purposes.

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: (____) ____ - _____
 Signature: _____

If you have checked any of the boxes above, please mail this form in a stamped envelope to:

Urban League for Bergen County

Please allow approximately 30 days from our receipt of your Privacy Choices Form for it to become effective. Your privacy instructions and any previous privacy instructions will remain in effect until you request a change.