



USLOANMODPROCESSING

Thank you for choosing US Loan Modification Processing, in association with the Diener Law Firm, APC for your loan modification and loss mitigation needs. In order to expedite your process, we are requesting the following documents to successfully mitigate your situation. These documents are critical to our success!!

REQUIRED DOCUMENTS / FORMS

- Recent Mortgage Statement
- Contact / Employment Information Form*
- Mortgage Information Form*
- Financial Worksheet*
- Hardship Letter*
- Proposed Loan Modification Form*
- Credit Authorization Form*
- HRS Agreement*
- Lender Authorization Form

*These forms have been provided in this packet and should be completed, signed and returned along with your supporting documents.

INCOME VERIFICATION

- Your most recent Pay Stub, reflecting year to date earnings and base salary.
- A copy of your last 2 years Tax Returns, W-2's for salaried employees and 1099's or 1040's and all schedules for self-employed.
- If applicable, Social Security, Pension, Child Support or Disability Award Letter and recent check stub, bank statement, and/or end of the year tax summary showing received payment.

ASSET VERIFICATION

- 2 months Bank Statements on all Checking and Savings Accounts.
- If a member of a 401(K), Deferred Compensation Plan, or PERS/STRS, please include a copy of your most recent statement.



Please forward the requested documents listed above to your loan counselor or underwriter as soon as possible. Within 24 hours of receiving your completed application package, we will process your information and our client services rep will give you a call to confirm the receipt of these items. To insure faster service, please fax back the required documents:

(888) 818-5335 FAX

If you have any questions, please do not hesitate to call us at (888) 951-5337



Available Nationwide

Are you up at night, worrying because your adjustable rate mortgage is going to reset and you can't afford the new payment? Maybe you owe more than your house is worth? Or you're unable to get a new loan because your credit is bad? Maybe you're 30/60/90 days late on your mortgage. Or perhaps foreclosure proceedings have already begun!

You Don't Have To Lose Your Home

US Loan Modification Processing, in association with The Diener Law Firm, APC can help you, like we've helped thousands of others in similar – or even worse – circumstances. Our company specializes in helping people find alternatives to foreclosure and the loss of their home. Our objective is to make sure that you realize no matter how bad your situation might be, foreclosure may be avoided if you take prompt action. Together, we may be able to resolve your delinquency without a foreclosure sale of your home. We have the skill and expertise to give you the greatest chance at getting the results you need.

How Does It Work?

US Loan Modification Processing in Association with The Diener, Law Firm will sit down with you and review the alternatives available to allow you to keep your home. The key to avoiding foreclosure is action! Through open communication with our loss mitigation / loan modification agents, we can try to help you cure your mortgage default without foreclosure. In general, there are four options available to a homeowner in distress:

1) Forbearance/Formal Forbearance: A Forbearance Plan is a repayment agreement between you and your lender. We will review documentation supporting your monthly income and expenses. We will develop a plan and place a proposal in writing, providing for payment of one full monthly payment and a portion of the delinquent amount due on your account. The objective of the plan is to allow you to cure your default over a period of time, reinstating your mortgage, while allowing you to maintain your normal monthly living expenses.

2) Modification: In certain circumstances, an investor may allow us to add the delinquent amount to your loan balance or temporarily reduce the interest rate as well as your principal amount to assist you in curing the default and restoring your credit status.

3) Deed in Lieu of Foreclosure: In the event you have decided you can no longer afford your home and do not want to go through marketing efforts or foreclosure, you may voluntarily return the property to the investor. US Loan Modification Processing, in association with The Diener Law Firm would need to verify all lien-holders on the property and we would need a walk-through inspection of the property.



What We Bring To the Table for You

We bring our vast experience and expertise to secure you a real solution to a challenging and stressful situation. We can provide the following services:

- ADJUSTMENT, ELIMINATION OR REPAYMENT PLANS ON ANY DELINQUENT OR PAST DUE BALANCES
- LOAN BALANCE AMOUNT TO BE LESS THAN CURRENT LOAN
- CONVERTING A LOAN TO A LONGER FIXED TERM
- REDUCING THE CURRENT AND FUTURE RATE OF INTEREST CHARGE AND MONTHLY PAYMENTS
- CURRENT STATUS ON CREDIT REPORT TO ALL THREE (3) AGENCIES.
- NEGOTIATE DEED IN LIEU WHEN NECESSARY
- NEGOTIATE SHORT SALE WHEN NECESSARY



Additional information and documentation may be required, depending on the services we provide for you and your home. Please keep in mind that this letter does not constitute a commitment or approval for assistance. Normal collection proceedings, up to and including foreclosure, will continue during the reviewing process. Therefore, we recommend that you provide US Loan Modification Processing, and the Diener Law Firm with any required documents or financial information as soon as possible so that we can expedite your file.

What Foreclosure Means To You

Many people believe that once foreclosure begins, all hope of remaining in the home is gone. Nothing could be further from the truth. On the following page, you will find a chart which lays out the typical time-frame for the foreclosure process. **IT IS STILL POSSIBLE TO SAVE YOUR HOME AT ANY POINT THROUGHOUT THE FORECLOSURE PROCEEDINGS.**

Please don't panic just because you have received a Notice of Default – plenty of options remain. The critical factor in determining whether or not you will be able to save your home is to act quickly – before it really is too late to do anything.

What If Foreclosure Hasn't Started Yet?

If your mortgage payments have become difficult, even if you're not yet late or in foreclosure, then it is time to act. If you are suffering a hardship due to your loan recasting (payments are too high), loss of employment, death of a relative, reduction of income, illness or any other unexpected event, we want to find a way to help you – whatever your situation – and if we can make an adjustment to your mortgage before late payments, notice of defaults, and the like, then it is better for all parties concerned.



Foreclosure Time Frame California*

The timeline displayed here is typical in a California non-judicial foreclosure. The foreclosure timeline does not begin until the lender feels they have exhausted all avenues for curing the payment delinquency. Normally, this happens after the borrower has missed three monthly mortgage payments. The borrower has probably been contacted by the lender several times prior to beginning the foreclosure process. The official foreclosure process then begins when the lender contacts a Trustee and instructs them to file a Notice of Default.

**Other states foreclosure time frames may vary*

Calendar	Description
Start (day 1)	Notice Of Default recorded with county recorder-2924
Within 10 Business Days	Trustee mails Notice Of Default to borrower(s) with recording the date 2924(bx1) and 2924(e)
Within 1 month	Mail Notice Of Default as per TSC instructions - 2924b(cx1x2) and 2924b(e)
Within 3 months	Set sales date, time and location unless bankruptcy has been filed, or other event occurs that holds the time line-2924 and 2924f(b)
25 days prior to sales date	Send Notice Of Sale to IRS (if applicable) IRS regulations
20 days prior to sales date	Public Notice Of Trustee Sales-2924f(b) Post Notice Of Trustee Sales-2924(b) Mail Notice Of Trustee Sale-2924b(cx3) Begin publishing notice of sale in an adjudicated newspaper(must run 3 consecutive weeks) 2924b (e) - INCLUDES any taxing agency.
Within 10 days from first publication of Notice Of Sale	Within 10 days from first publication of Notice Of Sale Send beneficiary request for directions to the property -(2924(b)
Within 10 days from first publication of Notice Of Sale	Send beneficiary request for directions to the property - (2924(b)
14 days prior to sale date	Record the Notice Of Sale with the recorders office -2924(b)
7 days prior to sale date	Trustee cannot sell for 7 days after the expiration of the court order (2924c(e)
Sale date	The lender property is sold to the highest bidder or reverts back to lender.



Borrower / Co-Borrower's Contact Information

Borrower's Name :	Co-Borrower's Name:	
Borrower's Social Security #:	Co-Borrower's Social Security #:	
Home Phone:	Best Time to Call / Preference : Home Work Cell	
Borrower's Work Phone:	Co-Borrower's Work Phone:	
Borrower's Cell Phone :	Co-Borrower's Cell Phone:	
Borrower's Email:	Co-Borrower's Email:	
Subject Property Address:		
City:	State:	Zip:
Mailing Address:		
City:	State:	Zip:
Loan Counselor:		
How did you find out about us?		

Employment Information

Borrower's Employer:	Job Title:	How Long?
Co-Borrower's Employer:	Job Title:	How Long?
	Borrower's Income	Co-Borrower's Income
Net Monthly Income		
Gross Monthly Income (Take home pay)		
Commissions / Bonus		
Other Income: Social Security, Child Support, Alimony, Rental, etc		



Mortgage Information

Current Loan 1st Trust Deed: (Please provide any information you have)

Mortgage Company:		Account #:	
Customer Service Phone #:		Current Balance: \$	
Monthly Mortgage Payment:	Impounds Y / N	Taxes Per Month	Insurance
Current Interest Rate	Fixed / ARM	Recast Date	Recast Rate
Delinquent Amount:	Date of Last Payment:	Notice of Default (NOD): Yes / No	
		Sales Date:	
Is the property vacant?			
Have you previously negotiated a repayment plan with this lender? Yes / No			
If yes, when?	Did you complete the repayment plan? What happened?		

Current Loan 2nd Trust Deed: (if applicable)

Mortgage Company:		Account #:	
Customer Service Phone #:		Current Balance: \$	
Monthly Mortgage Payment:			
Current Interest Rate:	Fixed / ARM	Recast Date	Recast Rate
Delinquent Amount:	Date of Last Payment:	Notice of Default (NOD): Yes / No	
		Sales Date:	
Have you previously negotiated a repayment plan with this lender? Yes / No			
If yes, when?	Did you complete the repayment plan? What happened?		



Financial Worksheet

Please be as detailed as possible							
Description	Estimated Value	Description	Monthly Payment	Balance Due	Description	Monthly Payment	Balance Due
Home		Mortgage Payment			Child Care		
Other real estate		Real estate Taxes			Cable		
Automobile		Homeowner's Insurance			Medical Exp		
2 nd Automobile		Other Mortgage			Medical/Life Insurance		
Checking account		Alimony/Child Support			Student Loan		
Savings		Auto gas, Maintenance Parking			Credit Card		
Ira Account		Insurance - Auto			Credit Card 2		
401k/ESOP Account		Automobile Loan			Credit Card 3		
Stocks Bonds, CD's		Food/ Toiletries			Dry Cleaning		
Other Investments		Utilities/ Phone			Loan Mod Fees		
					Misc		

PLEASE! It is your responsibility to furnish this information needed for work to begin and to successfully complete your modification with the best results!

Borrower Signature

Co-Borrower Signature

Date

Date



Hardship Letter

Borrowers Name		Date
Borrowers Address		
City	State	Zip
Borrower's Phone Number		

Please briefly explain your hardship or reason for being delinquent.

Borrower Signature

Co-Borrower Signature

Date

Date



Proposed Loan Modification

	1 st T.D.	2 nd T.D.
Maximum affordable payment per customers request		
Plus Tax:		
Plus Insurance:		
Total:		
Ideal Term:		
Ideal Rate:		
Principle balance required to meet client's request:		
Less original principal balance before request is made		

I/We can manage a monthly payment of \$_____ without a hardship. Any higher monthly payment than \$_____ per month, and I/we will be forced to either sell or lose my home.

Borrower

Date

Co-Borrower

Date



AUTHORIZATION TO RELEASE INFORMATION

To: _____ Loan # _____

Date: _____

Borrower Name:	Mothers Maiden Name	
Social Security #:		
Co-Borrower Name:	Mother's Maiden Name	
Social Security #:		
Property Address:		
City :	State:	Zip :

Please be advised that this is a written permission and authorization to discuss the above referenced mortgage loan account and other related mortgages to US Loan Modification Processing and The Diener Law Firm (herein after collectively called the designated agents). I understand that I will be fully responsible for reviewing any information that is provided or sent by my mortgage company to my designated agents. This written authorization will remain effective until I specifically notify my mortgage company in writing that this authorization is no longer valid.

PLEASE NOTE THIS INFORMATION IN YOUR SYSTEM

US Loan Modification Processing, LLC
 9150 Irvine Center Dr.
 Irvine, CA 92618
 (888) 951-5337

THE DIENER LAW FIRM
 18881 Von Karman Ave., 16th Floor
 Irvine, California 92612
 (949) 259-4985

ATTORNEY-CLIENT FEE AGREEMENT

This Attorney-Client Fee Agreement ("Agreement") is entered into by and between ("Client") _____ and THE DIENER LAW FIRM ("Attorney") to provide residential loan modification negotiations on behalf of Client with Client's lender and/or lenders pursuant to the terms set forth below.

1. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **Scope and Duties.** Client wishes to hire Attorney and to attempt to negotiate with Client's current lender and/or lenders regarding modifying, restructuring, and/or reducing Client's residential real estate loan in a way that may allow Client to achieve and maintain financial stability;
3. Client hereby instructs Attorney to hire the loan modification consultant, _____ and US Loan Mod Processing and its employees, to act on Attorney's and Client's behalf with Client's current lender and/or lenders. Specifically, Client instructs Attorney to hire _____, and US Loan Mod Processing to negotiate with Client's current lender and/or lenders regarding Client's residential real estate loan, with the intent of restructuring Client's current debt in a way that may allow Client to achieve and maintain financial stability;
4. CLIENT UNDERSTANDS AND HEREBY ACKNOWLEDGES THAT ATTORNEY AND CLIENT'S CONSULTANT _____ and US LOAN MOD PROCESSING WILL REPRESENT CLIENT IN ONLY A COUNSELING CAPACITY, AND/OR IN NEGOTIATIONS WITH CLIENT'S LENDER AND/OR LENDERS. NO LITIGATION OR LITIGATION ACTIVITIES ARE CONTEMPLATED AT THE TIME THIS AGREEMENT IS EXECUTED, AND THIS AGREEMENT DOES NOT ENCOMPASS ANY LITIGATION MATTERS.
5. **Client understands and hereby acknowledges that the legal services described in Paragraphs 2, 3 and 4 above, whether performed by The Diener Law Firm,**

and/or consultant _____, **and or US Loan Mod Processing and their employees are not guaranteed.** Client acknowledges that no particular result or outcome regarding reduction or modification of Client's residential loan has been promised or guaranteed by Attorney, or Attorney's consultant _____, and or their employees to Client.

Client acknowledges that no prediction or outcome has been made by Attorney, and/or Attorney's consultant, _____, and/or their employees, as to any particular result regarding modification of Client's residential loan.

6. Attorney will be compensated \$100 as a one time fixed fee for its legal services rendered pursuant to this agreement.

7. Client also understands and acknowledges that Attorney has contracted with _____, and US Loan Mod Processing for consulting services related to negotiating with Client's lender and/or lenders to modify Client's loan and/or loans. Client understands and acknowledges that he or she must also make an additional payment of \$_____ to Attorney to cover the cost of _____ and US Loan Mod Processing's consulting services related to loan modification. ALL FEES ARE EARNED IMMEDIATELY UPN RECIPET.

8. Client understands and acknowledges that if Client provides accurate and truthful information to US Loan Mod Processing, and if US Loan Mod Processing is unable to obtain a modification of Client's residential loan Attorney will refund all the funds Client pays to Attorney pursuant to this Agreement.

9. Other than the fee structure set forth above in paragraphs 6 and 7, no other out of pocket monies will be due from Client to Attorney and/or _____, for legal

services.

10. **The fees set forth above are not set by law, but are negotiated between Attorney and Client.**
11. Client acknowledges that the Diener Law Firm does not carry errors and omissions insurance or malpractice insurance.
12. This Agreement does not cover other related claims that may arise and may require legal services. (For example: lender lawsuits, disputes with Client's insurance company regarding coverage or amount of loss or reimbursement of benefits paid, disputes with Health Care Providers regarding amounts owed or reimbursement of any deficiency.
13. Client agrees not to make any settlement or compromise of Client's claims without prior notice to Attorney.
14. Client hereby agrees to provide Attorney and its consultant _____, in a timely fashion with all information requested by Attorney, and/or its consultant _____, which is reasonably necessary for them to perform the Services described in Paragraph 6 below. Failure by Client to provide Attorney and/or its consultant _____, all information so requested within 15 days of the execution of this Agreement shall constitute a waiver by Client of any obligation of performance by Attorney and its consultant _____, to perform further under the terms of this Agreement. Client expressly represents that he or she will at all material times provide Attorney and/or its consultant _____, with information that is accurate and true to the best of Clients knowledge and belief.
15. Client agrees to defend and hold harmless Attorney and/or its consultant _____, from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties

contained herein.

16. ONCE ATTORNEY REVIEWS THE INFORMATION PROVIDED BY CLIENT, CONSULTS WITH _____, AND COMPLETES ITS ANALYSIS OF THE INFORMATION PROVIDED BY CLIENT, ATTORNEY AND/OR CONSULTANT _____, SHALL PRESENT CLIENT WITH HIS/HER OPTIONS, INCLUDEING BUT NOT LIMITED TO PRACTICAL WAYS TO IMPROVE CLIENT'S THEN PRESENT DEBT STRUCTURE.
17. This Agreement constitutes the entire Agreement between Attorney and Client.
18. ATTORNEY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS OF ANY RECOMMENDATION ATTORNEY AND/OR ITS CONSULTANT _____, US LOAN MOD PROCESSING MAY MAKE TO CLIENT ARISING OUT OF THIS AGREEMENT.
19. Attorney and/or its consultant _____, along with Client mutually agree and understand that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.
20. By virtue of the signatures below, Client acknowledges that he/she has read and understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date written above.
21. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Client may discharge Attorney at anytime. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.
23. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in Attorney's

statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

24. Effective Date. This Agreement will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client if, and only if, Attorney and his agents are able to obtain a loan modification for Client.

25. Client shall receive a fully executed duplicate of this Agreement.

DATED: _____

THE DIENER LAW FIRM

By: _____
CHRISTOPHER L. DIENER, ESQ. ("Attorney")

DATED: _____

("Client")

DATED: _____

("Client")