

LAW OFFICE OF STEVEN M. ZAMENSKI, PLLC

PRELIMINARY CHECKLIST

In order to complete the financial package that is sent to the bank, there are a few items needed from the seller.

___ Signed Zamenski Law Contract

___ Authorization to Release

___ Mortgage Statement (for all lenders)

___ Signed and dated Hardship Letter

___ Financial Statement

___ 2 most recent federal tax returns, signed and dated

___ 2 most recent bank statements, no online transaction history, ALL pages

___ 2 most recent pay stubs

___ Listing Agreement

Once an offer is procured, the bank will request:

___ Fully executed purchase agreement, no electronic signatures

___ Proof of funds or buyer's pre approval letter

LAW OFFICE OF STEVEN M. ZAMENSKI, PLLC
AUTHORIZATION TO RELEASE INFORMATION

DATE: _____

LENDER: _____ LOAN # _____

LENDER: _____ LOAN# _____

BORROWER NAME(S): _____

PROPERTY ADDRESS: _____

To Whom It May Concern:

Please accept this letter of authorization allowing the following parties to discuss matters and received documentation relating to the short sale negotiation and/or payoff of the above referenced loan on my behalf.

LAW OFFICE OF STEVEN
M. ZAMENSKI, PLLC

TITLE COMPANY

Steven Zamenski 248.918.2253

Julie Benson 810.252.2959

Representatives:

626 East 4th Street, Suite 7

Royal Oak, MI 48067

Address:

Phone: _____

Fax: _____

Borrower Name (print)	Borrower Signature	Soc.Sec. No.	Date
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_____	_____	_____	_____
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Borrower Name (print)	Borrower Signature	Soc.Sec. No.	Date
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LAW OFFICE OF STEVEN M. ZAMENSKI, PLLC

SHORT SALE CONTRACT

The undersigned, _____, (hereinafter "Seller(s)") hereby retains and employs, the Law Office of Steven M. Zamenski, PLLC (hereinafter "Zamenski Law"), to negotiate a short sale for the seller's primary residence with address _____.

Seller(s) has/have had the opportunity to consult with other legal counsel and has/have determined that a short sale of their primary residence is in their best interest given their specific financial circumstances.

PART I: PROCESSING FEE

Zamenski Law shall be paid an attorney fee payable upon successful negotiation and closing of the short sale. The fee shall be paid by the Lender, if such payment is allowed as a closing cost. If the Lender does not allow such payment, SELLERS WILL BE RESPONSIBLE FOR FULL PAYMENT OF THE FEE AT CLOSING.

The fee for short sale processing is based upon the FINAL sales prices of the house. Initial the current asking price for the primary residence, in order to establish the applicable fee:

Place Initials in Space Indicating Selling Price Range	Asking Price for Primary Residence Subject to Short Sale	Short Sale Processing Fee
	\$0-\$100,000	\$995.00
	\$100,001-\$250,000	\$1,500.00
	\$250,001-\$350,000	\$2,500.00
	\$350,001 or more	Subject to Negotiation

The processing fee is due on the day the closing is completed. Payment can be made by cash or cashiers check made payable to the Law Office of Steven M. Zamenski, PLLC. A one and one-half (1.5%) percent penalty will be assessed monthly to any and all delinquent accounts.

PART II: COOPERATION

Sellers agree to keep Zamenski Law advised of current address, phone number and email address. Sellers agree to cooperate with Zamenski Law, and provide any documentation needed to complete closing of the short sale in a timely fashion.

Seller(s) agree(s) and warrant(s) that any information and documentation that is provided to Zamenski Law will be accurate, legitimate and truthful, and agrees to hold Zamenski Law harmless for any and all misrepresentation, misrepresentation by omission, innocent misrepresentation and fraud committed by seller(s).

Zamenski Law has the right to terminate this relationship if Seller(s) withhold(s) any material information or provide(s) any information which is found to be untruthful. In such event, Seller(s) agree(s) to sign a stipulation authorizing Zamenski Law to withdraw as counsel in any negotiations in which Zamenski Law has appeared.

PART III: SPECIFIC UNDERSTANDINGS

_____ (initial) Seller(s) understand that Zamenski Law cannot guarantee an agreement with the Lender will be reached within a certain time frame, or at all.

_____ (initial) Seller(s) understand that Zamenski Law cannot guarantee a short sale will be completed if the property goes to sheriff's sale prior to the 6 month redemption period expiring.

_____ (initial) Seller(s) understand that the Lender may issue a 1099C for the deficiency and/or may obtain a deficiency judgment against the Seller(s). A deficiency is the amount owed by Seller(s) to Lender, minus the amount paid to the Lender at closing.)

Zamenski Law has advised Seller(s) that attorney(s) may be employed under other fee arrangements whereby the attorney(s) is compensated for the reasonable value of his or her services on a per diem or hourly basis. Zamenski Law reserves the right to employ independent contractors to assist in the processing of paperwork and for contacting realtors, lenders and servicing agents.

PART IV: RESTRICTIONS

The terms and conditions of this contract apply only to the specific matter stated above. If this matter proceeds to foreclosure, or if any further work is desired, Seller(s) must

sign a new attorney retention contract with Zamenski Law. This contract and its performance are subject to Rules of Professional Conduct 1.5(b).

This contract may only be modified in writing and signed by Seller(s) and Zamenski Law.

This contract constitutes the full understanding of the parties. There are no other prior written or oral agreements between the parties concerning the subject matter of this contract, and any prior agreements are merged in and superseded by this contract.

PART V: ACKNOWLEDGMENT

Seller(s) understand and agree to the terms and conditions of this contract as set forth above.

Acknowledged and agreed to this _____ day of _____ 20____.

**Law Office of Steven
M. Zamenski, PLLC**

Sellers

Steven M. Zamenski

Financial Statement

Seller: _____

Address: _____

Monthly Income - Borrower		Monthly Income - Co-Borrower	
Wages	\$	Wages	\$
Unemployment Income	\$	Unemployment Income	\$
Child Support / Alimony*	\$	Child Support / Alimony*	\$
Disability Income	\$	Disability Income	\$
Rental Income	\$	Rental Income	\$
Other	\$	Other	\$
Less: Federal & State Tax, FICA	\$	Less: Federal & State Tax, FICA	\$
Less: Other Deductions (401K, etc.)	\$	Less: Other Deductions (401K, etc.)	\$
Total	\$	Total	\$
Monthly Expenses (Combined)		Assets & Liabilities (Combined)	
Other	\$	Type	Estimated Value/Amount Owed
Liens/Rents/Taxes	\$	Checking Account(s)	\$ / \$
Auto Loan(s)	\$	Savings / Money Market	\$ / \$
Auto Expenses / Insurance	\$	Stocks / Bonds / CDs	\$ / \$
Credit Cards / Installment Loan(s)	\$	IRA / Keogh Accounts	\$ / \$
Health Insurance	\$	401k / ESOP Accounts	\$ / \$
Medical	\$	Residence	\$ / \$
Child Care/Support/Alimony	\$	Other Real Estate	\$ / \$
Food / Spending Money	\$	Other How Many?	\$ / \$
Water/Sewer/Utilities/Phone	\$	Cars How Many?	\$ / \$
Other	\$	Liens, Judgments and/or Back Taxes	\$ / \$
Total	\$	Total	\$ / \$

HOMEOWNER ASSOCIATION
INFORMATION SHEET

Sellers: _____

Address: _____

Association Dues are in the amount of: _____

They run from: _____ to _____

Dues are: (Circle one) Paid or Due in the amount of _____

Address to where Association Dues are mailed:

Attn: _____

Are there any assessment dues: Yes or No (Circle One)

If yes, please explain: _____

Contact Name and Number for Homeowners Association:

