



Working With Mortgage Resolution Services, Inc.

An Overview

If you would prefer to spend your time developing client relationships and avoid the frustrations of trying to work with lenders that seem indifferent to the billions of dollars being lost on distressed Real Estate, we have a solution.

Mortgage Resolution Services, Inc. will handle all the heavy lifting with the lenders on your Short Sale transactions so you are free to do what you do best – work with people. We take the file from the time you have an acceptable offer. Prior to that time, however, we will make available the information and tools you need to take the right steps on the transaction from the very beginning.

The following pages contain some of the documents we need to get the process started as well as a list of the required financial information. Once the complete package is ready for us, please email it to newfiles@mresolution.com.

We look forward to building a long-standing, successful short sale business with you!



Short Sale Pre-Qual

Property Address _____

Realtor Name: _____ **Phone:** _____

Email Address: _____

Loan(s)

1st Lender* _____ Balance \$ _____

Months Delinquent _____ Purchase Money Yes / No

2nd Lender* _____ Balance \$ _____

Months Delinquent _____ Purchase Money Yes / No

Additional Liens _____

Borrower(s)

Housing Expense – interest, or principal interest plus taxes, insurance and HOA \$ _____

(If pick-a-pay, calculate at the interest required to pay interest due each month)

Hardship _____

Monthly Gross Income: \$ _____

Debt Ratio _____%

Assets _____

Willing to Make Financial Contribution? Yes No If Yes, how much? \$ _____

Property **BPO Range \$** _____

TARGET PRICE \$ _____

Condition _____

Marketability _____

Vacant / Occupied Non-Owner Occupied / Primary Residence

Is the property subject to a Homeowner's Association: Yes/ No

Are HOA Dues Current: Yes/ No If No, amount of delinquency \$ _____

Title Sales Rep: _____

Phone: _____

Email: _____

Fax: _____

Escrow Officer: _____

Phone: _____

Email: _____

Fax: _____

Email completed form to prequal@mresolution.com

* Please specify if the mortgage is a Countrywide loan transferred to Bank of America or Washington Mutual transferred to Chase.



Short Sale Document List

Required Seller Documents

- _____ Copy of most recent mortgage statement(s)
- _____ Two (2) years tax returns – most recent
- _____ Two (2) months most recent pay stubs
- _____ Two (2) most recent bank statements for all bank accounts and brokerage accounts EXCEPT information on retirement accounts
- _____ Hardship Letter
- _____ Personal Financial Statement (Fannie / Freddie) form
- _____ Signed Letter of Authorization, authorizing the Lender(s) to speak with Mortgage Resolution Services (attached)
- _____ Homeowner Association Information with Current Statement
- _____ Signed BPO Contact Information

Required Transaction Documents

- _____ Listing Agreement
- _____ Property Listing History/Price History Chart
- _____ Purchase Contract including Pre-Approval Letter
- _____ Estimated HUD
- _____ Mortgage Resolution Services, Inc Contracts (Master Servicing Agreement, Processing Agreement, and Seller Acknowledgment)
- _____ Preliminary Title Report



New File Attached

To: Set Up Department
Mortgage Resolution Services, Inc (M.R.S.)

From: _____ (Agent)
 _____ (Brokerage)
 _____ (Address)
 _____ (Phone)

I, _____ (Agent), have enclosed a COMPLETE short sale package as indicated below by my initials next to each item.

- _____ Letter of Authorization
- _____ Authorization for Interior/Exterior Appraisal
- _____ Estimated Closing Statement/HUD-1
- _____ Purchase Agreement
- _____ Buyer Pre-Approval Letter
- _____ Listing Agreement
- _____ Hardship Letter
- _____ Financial Statement
- _____ Bank Statements or Letter of Explanation
- _____ 2 Months Current Paystubs or Profit & Loss Statement (if Self- Employed)
- _____ Last 2 Years' Tax Returns or Letter of Explanation
- _____ Price History Chart/Listing History/Comparative Market Analysis
- _____ M.R.S. Processing Agreement
- _____ M.R.S. Master Servicing Agreement (if not on file already)

I understand that M.R.S. does NOT submit incomplete packages. I further understand that due to privacy purposes and liability reasons, M.R.S. will destroy and discard all incomplete packages.

Agent Signature _____ Date _____

Escrow Company: _____
 Escrow Officer: _____ Phone: _____
 Email: _____ Fax: _____
 Title Sales Representative: _____ Phone: _____
 Email: _____ Fax: _____



INTERIOR/EXTERIOR BPO CONTACT INFORMATION

Date: _____

I/We _____ the undersigned,
being the owner(s) of the real property commonly known as:

(property address)

Do hereby authorize our lender(s)

(name of 1st mortgage lender)

(loan number)

(name of 2nd mortgage lender)

(loan number)

to perform a complete interior/exterior appraisal of the above property.

**Please contact my authorized Real Estate agent at the phone number listed
below to schedule an appraisal appointment.**

Contact Name

Phone Number

x _____
Borrower Signature

x _____
Borrower Signature



Is the current property subject to a HOA?

_____ Yes _____ No

COPY OF CURRENT HOA STATEMENT MUST BE ATTACHED
_____ (Agent Initials)

If Yes,

Association Name: _____

Management Company: _____

Contact Person (if any): _____

Phone: _____ Fax: _____

Email Address: _____

Payment Amount \$ _____ Monthly/Quarterly/Yearly

Are the Dues/Assessments Current?

_____ Yes _____ No

Last payment made on: _____ Next Due: _____

Outstanding balance: _____

Does the Homeowner anticipate continuing to make payments?

_____ Yes _____ No

If HOA dues are not current, what specific steps will be taken to pay delinquent dues/assessments prior to the close of escrow?

*****THIS PAGE ALONG WITH THE MOST CURRENT HOA STATEMENT IS REQUIRED BEFORE MORTGAGE RESOLUTION SERVICES, INC WILL SUBMIT SHORT SALE TO LENDER(S)*****



DELINQUENCY STATUS

Please check as applicable – This information is critical

- NOD** Date Recorded _____
- NOT** Foreclosure Sale Date _____
- N/A** No NOD or NOT recorded at this time

CALIFORNIA TRANSACTION

Please check as applicable – This information is critical

The Buyer is:

- Owner Occupant**
- Investor**

The Owner physically lives in the subject property:

- Yes**
- No**

Freddie Mac Loan Number _____

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	HOME PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
WORK PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	WORK PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
CELL PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	CELL PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)			EMAIL ADDRESS
Number of Dependents:	Do you occupy the property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is it rental property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is it leased? Yes <input type="checkbox"/> No <input type="checkbox"/>
		If you have a lease agreement, please provide a copy.	
Is the property listed for sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide a copy of the listing agreement.		Have you contacted a credit-counseling agency for help? Yes <input type="checkbox"/> No <input type="checkbox"/> <u>If yes, please complete counselor contact information below.</u>	
Agent's Name:		Counselor's Name:	
Agent's Phone Number:		Counselor's Phone Number:	
Agent's Email:		Counselor's Email:	
Do you receive, and pay, the Real Estate Tax bill on your home or does your lender pay it for you? I do <input type="checkbox"/> Lender does <input type="checkbox"/> Are the taxes current? Yes <input type="checkbox"/> No <input type="checkbox"/> If you pay it, please provide a copy of your tax statement.		Do you pay for a hazard insurance policy? Yes <input type="checkbox"/> No <input type="checkbox"/> Is the policy current? Yes <input type="checkbox"/> No <input type="checkbox"/> If you pay it, please provide a copy of the policy.	
Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes: Chapter 7 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Filing Date: _____			
Has your bankruptcy been discharged? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide a copy of the discharge order signed by the court.			

INVOLUNTARY INABILITY TO PAY

I (We), _____, am/are requesting that the Federal Home Loan Mortgage Corporation (Freddie Mac) review my/our financial situation to determine if I/we qualify for a workout option.

I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):

- | | | | |
|--|---|--|--------------------------------|
| <input type="checkbox"/> Abandonment of Property | <input type="checkbox"/> Excessive Obligations | <input type="checkbox"/> Military Service | <input type="checkbox"/> Other |
| <input type="checkbox"/> Business Failure | <input type="checkbox"/> Fraud | <input type="checkbox"/> Payment Adjustment | |
| <input type="checkbox"/> Casualty Loss | <input type="checkbox"/> Illness in Family | <input type="checkbox"/> Payment Dispute | |
| <input type="checkbox"/> Curtailment of Income | <input type="checkbox"/> Illness of Mortgagor | <input type="checkbox"/> Property Problems | |
| <input type="checkbox"/> Death in Family | <input type="checkbox"/> Inability to Rent Property | <input type="checkbox"/> Title Problems | |
| <input type="checkbox"/> Death of Mortgagor | <input type="checkbox"/> Incarceration | <input type="checkbox"/> Transferring Property | |
| <input type="checkbox"/> Distant Employment Transfer | <input type="checkbox"/> Marital Difficulties | <input type="checkbox"/> Unemployment | |

I believe that my situation is: Short term (under 6 months) Long term (over 6 months) Permanent

I want to: Keep the Property Sell the Property

Please provide a detailed explanation of the hardship on a separate sheet of paper.

If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their respective telephone numbers.

	\$	
Lien Holder's Name	Balance / Interest Rate	Phone Number (WITH AREA CODE)
	\$	
Lien Holder's Name	Balance / Interest Rate	Phone Number (WITH AREA CODE)

Before mailing, make sure you have signed and dated the form and attached appropriate documentation.

EMPLOYMENT

BORROWER- EMPLOYER'S ADDRESS & PHONE #	HOW LONG?	CO-BORROWER- EMPLOYER'S ADDRESS & PHONE #	HOW LONG?
Monthly Income - Borrower		Monthly Income - Co-Borrower	
Gross Wages / Frequency of Pay	\$	Gross Wages / Frequency of Pay	\$
Unemployment Income	\$	Unemployment Income	\$
Child Support / Alimony*	\$	Child Support / Alimony*	\$
Disability Income/ SSI	\$	Disability Income/ SSI	\$
Rents Received	\$	Rents Received	\$
Other	\$	Other	\$
Less: Federal and State Tax, FICA	\$	Less: Federal and State Tax, FICA	\$
Less: Other Deductions (401K, etc.)	\$	Less: Other Deductions (401K, etc.)	\$
Commissions, bonus and self-employed income	\$	Commissions, bonus and self-employed income	\$
* * * * * ALL INCOME NEEDS TO BE DOCUMENTED * * * * *			
Paystub must be most recent date with year to date information.			
Total (Net income)	\$	Total (Net income)	\$
Monthly Expenses		Assets	
Other Mortgages / Liens	\$	Type	Estimated Value
Auto Loan(s)	\$	Checking Account(s)	\$
Auto Expenses / Insurance	\$	Saving / Money Market	\$
Credit Cards / Installment Loan(s) (total minimum payment for both per month)	\$	Stocks / Bonds / CDs	\$
Health Insurance (not withheld from pay)	\$	IRA / Keogh Accounts	\$
Medical (Co-pays and Rx)	\$	401k / ESPO Accounts	\$
Child Care / Support / Alimony	\$	Home	\$
Food / Spending Money	\$	Other Real Estate	#
Water / Sewer / Utilities / Phone	\$	Cars	#
HOA/Condo Fees/Property Maintenance	\$	Life Insurance (Whole Life not Term)	\$
Life Insurance Payments (not withheld from pay)	\$	Other	\$
Total	\$	Total	\$

* Alimony, child support or separate maintenance income need not be revealed if the Borrower or Co-borrower does not choose to have it considered for repaying this loan.

I agree as follows: My lender may discuss, obtain and share information about my mortgage and personal financial situation with third parties such as purchasers, real estate brokers, insurers, financial institutions, creditors and credit bureaus. Discussions and negotiations of a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information herein is an accurate statement of my financial status. I consent to being contacted concerning my Mortgage at any cellular or mobile telephone number I may have. This includes text messages and telephone calls to my cellular or mobile telephone.

Submitted this _____ day of _____, 20_____

By _____
Signature of Borrower

By _____
Signature of Co-Borrower

Before mailing, make sure you have signed and dated the form and attached appropriate documentation.

FOR LENDER USE ONLY

Provide the appropriate information about the borrower, mortgage and property. If there are junior or superior liens, indicate the total amount owed, the name of the lien holder(s) and the status of the lien (i.e., current, in foreclosure, delinquent and indicate the number of days delinquent).

The Debt analysis section is divided into three sections: the amount of expenses which have been paid or advanced to retain the lien status; the total amount of the mortgage debt, including the amount of escrow that remains after any advances have been made; and the pending expenses which you are aware are coming due, such as pending unpaid real estate taxes, and indicate the date that any unpaid expenses are due.

Freddie Mac Loan Number 	Seller/Servicer Loan Number	DDLPI	Current Interest rate	Seller/Servicer Number 	
Preparer's Name		Date Prepared	Phone Number () ()	Fax Number () ()	
Seller/Servicer Name			E-mail Address		
Address		City	State		
MI Contact Name		Phone Number () ()			
If Primary MI Coverage: MI Company _____		If Pool MI Coverage: MI Company _____			
Certificate # _____		Certificate # _____			
% of Coverage _____		% of Coverage _____			
Recommendation: <input type="checkbox"/> Short Payoff <input type="checkbox"/> Deed in Lieu <input type="checkbox"/> Makewhole		<input type="checkbox"/> Scheduled or <input type="checkbox"/> Estimated Foreclosure Sale Date / /			
Bankruptcy History: Chapter _____ Date Filed / / Date Released / /					
Monthly payment: P&I \$ _____ Hazard Insurance \$ _____ Other Escrowed Amt \$ _____ Taxes \$ _____ Mortgage Insurance Premium \$ _____					
If loan is an ARM: Interest Rate: _____ Effective Date: _____ P&I _____		If loan is a GPM: Interest Rate: _____ Effective Date: _____ Interest Rate: _____ Effective Date: _____			
Property Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair		Property Insurance Claim \$			
MI Contribution \$		Borrower Contribution \$			
Junior Lien Amount \$		Lien Holder		Status of Lien	
Superior Lien Amount \$		Lien Holder		Status of Lien	
Expenses		Mortgage Debt		Pending Unpaid Expenses (describe/due date)	
Appraisal/BPO	\$	Unpaid Principal Balance	\$	Next RE taxes due	\$
				/ /	
Real Estate Taxes	\$	Accrued Interest	\$		\$
Foreclosure	\$	Positive Escrow Balance	\$		\$
Bankruptcy	\$	Negative Escrow	\$		\$
Water/Sewer Pmts	\$	(Net of advances)	\$		\$
Other (explain)	\$	(B) Total Loan Amount	\$		\$
(A) Total Expenses	\$	Total Debt (A + B)	\$	Total	\$

Before mailing, make sure you have signed and dated the form and attached appropriate documentation.

MORTGAGE RESOLUTION SERVICES, INC.

MResolution.com

SHORT SALE PROCESSING PROPERTY AGREEMENT

This Short Sale Processing Property Agreement (“**Property Agreement**”) is entered into on this _____ day of _____, 20____ by and between Mortgage Resolution Services, Inc. (“**Processor**”), and _____, (“**Broker**”).

1. Short Sale Processing Master Service Agreement.

Pursuant to that certain Short Sale Processing Master Service Agreement (“**Master Agreement**”), dated as of _____, 20____, between Broker and Processor, Broker has engaged Processor to provide Short Sale processing services for Broker. Broker and Processor agree that commencing as of the date set forth above, subject to Section 3 below, Processor shall provide Short Sale processing services for the specific property described in Section 2 below (“**Property**”). Broker and Processor further agree that all terms and conditions set forth in the Master Agreement are hereby incorporated in this Property Agreement by this reference.

2. Seller and Property.

Name of Seller: _____

Address of Property: _____

3. Seller Acknowledgement.

Notwithstanding the provisions above, Processor’s duties under this Property Agreement shall not commence until such time that Broker has delivered to Processor an executed and dated “**Seller Acknowledgment**” for the Property in the form attached hereto.

4. Processing Fee.

As pursuant to Section 2 of the Short Sale Master Servicing Agreement, in consideration of the services rendered by Processor hereunder and in connection with each Property Short Sale transaction, Broker shall pay to Processor a Short Sale processing fee (“**Fee**”) for each Property Short Sale. Broker agrees to direct the escrow agent engaged in connection with the sale of a Property to pay the applicable Fee to Processor directly through escrow at the closing. The Fee option chosen for this specific Property is initialed below as follows:

Fee Option A

_____ The Fee shall be paid in two installments. The First Installment of \$300 (or \$275 if paid electronically) is due prior to commencement of work by Processor. This installment is non-refundable and is considered an agreement between Broker and Processor. Therefore, Processor will not accept payment of the First Installment from any third party, including Seller. The Second Installment of \$900 is due at the close of escrow. If a negotiated Short-Pay does not result in the sale of the Property, the Second Installment shall not be due. (Please complete Addendum attached for this Option.)

Fee Option B

_____ The Fee shall be 25% of the gross listing side commission, but in no event less than \$1000 due at the close of escrow. If a negotiated lender Short-Pay does not result in a sale of the Property, no fee shall be due.

The Processor is not considered to be a party to a commission agreement between the Seller and the Broker. It is understood that any change to the Fee payable must be executed in writing and agreed by both Broker and Processor.

5. Governing Law.

This Property Agreement shall be construed in accordance with and governed by the laws of the State of California.

[Signatures to appear on the following pages]

THE PARTIES have executed this Short Processing Property Agreement as of the date first above written.

BROKER:

By: _____

Name: _____

Title: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Business Number: _____ Fax Number: _____

Email Address: _____

Real Estate Office: _____

Location: _____

PROCESSOR:

Mortgage Resolution Services, Inc

By: _____

Name: _____

Title: _____

3075 Prospect Park Drive, Ste 120

Rancho Cordova, CA 95670

Business Number: (916) 631-6180

Fax: (916) 638-1276

Fee Option A Addendum

Below is check no. _____ in the amount of \$300 payable to Mortgage Resolution Services, Inc for the up-front portion of Fee Option A.

ATTACH CHECK HERE

--- OR ---

I have paid a fee of \$275 electronically. The confirmation number is _____.

I understand that this fee is non-refundable. This payment is from Broker/Realtor and not any third party, including Seller.

Broker Signature

Date _____

MORTGAGE RESOLUTION SERVICES, INC

MResolution.com

SHORT SALE PROCESSING MASTER SERVICE AGREEMENT

This Short Sale Processing Master Service Agreement (“**Master Agreement**”) is entered into on this ____ day of _____, 20____ (the “**Effective Date**”) by and between Mortgage Resolution Services, Inc (“**Processor**”) and _____ (“**Broker**”).

1. Engagement for Short Sale File Processing; Property Agreement; Cooperation.

Broker engages Processor and Processor agrees to provide processing services for Broker in connection with Broker’s short sale submission files (each a “**Short Sale**”). For each property (“**Property**”) for which Processor will provide Short Sales processing services, Broker and Processor shall execute a Short Sale Processing Property Agreement in the form attached hereto (“**Property Agreement**”) which identifies the Property and the record owner on title (“**Seller**”). As part of its processing services, Processor shall negotiate with mortgage holders (“**Lenders**”) the terms of a Short Sale for each Property in accordance with a Property Agreement.

Broker hereby agrees to take all reasonably necessary actions, execute and/or provide all reasonably necessary documentation in order to assist Processor to perform its obligations under this Master Agreement. It shall be the sole responsibility of Broker to (a) collect from Seller all documents and signatures required by Processor and applicable Lenders to complete processing of a Short Sale file and (b) update documents and signatures as required by such Lenders to process a Short Sale file.

2. Processing Fee.

In consideration of the services rendered by Processor hereunder and in connection with each Property Short Sale transaction, Broker shall pay to Processor a Short Sale processing fee (“**Fee**”) for each Property Short Sale, payable at the closing of the sale of such Property. The Fee payable with respect to each Property shall be based on the Fee option chosen and described on each Processing Property Agreement. Broker agrees to direct the escrow agent engaged in connection with the sale of a Property to pay the applicable Fee to Processor directly through escrow at the closing. The Processor is not considered to be a party to a commission agreement between the Seller and the Broker. It is understood that any change to the Fee payable must be executed in writing and agreed by both Broker and Processor.

3. Term; Termination.

a. Term. The term of this Master agreement shall commence on the Effective Date and continue for three years thereafter unless otherwise terminated under this Section 3.

b. Termination. Either party may terminate this Master Agreement at any time by giving the other party at least thirty (30) days prior written notice of termination delivered to the party as set forth in Section 15 of this Master Agreement. Either party may also terminate this Master Agreement immediately upon written notice delivered to the other party as set forth in Section 15 of this Master Agreement if one party no longer has a real estate broker or business license; commits a defalcation; is convicted of a crime of moral turpitude or a felony; files for bankruptcy; has a receiver appointed to oversee its business; or commits an act or omission which could reasonably be expected to materially injure the reputation, business or business relationships of the terminating party.

c. Fees; Effect of Termination. Notwithstanding the foregoing, if at the time this Master Agreement is scheduled to expire or is sooner terminated there are one or more Short Sale pending for a Property, Broker shall remain obligated to pay the Fee for any Property subject to a Property Agreement which closes escrow after the date of expiration or termination of this Master Agreement. Upon expiration or sooner termination of this Master Agreement, Sections 7 and 13 of this Master Agreement shall survive.

4. No Agency with Seller.

This Master Agreement is intended solely for the benefit of Processor and Broker. Nothing in this Master Agreement shall create, suggest, or imply any relationship between Seller and Processor. The Short Sale services of Processor are being contracted by and provided to Broker.

5. No Partnership or Joint Venture.

Nothing contained in this Master Agreement or any other agreement between Processor and Broker shall constitute a partnership or joint venture between Processor and Broker, and Broker shall take no action on behalf of Processor without the express written consent of Processor.

6. Short Sale Approval Not Guaranteed.

Broker acknowledges that the approval of a Short Sale by a Lender is a function of factors that can be highly unpredictable. Broker acknowledges that there is no guarantee that a Short Sale transaction can or will be approved by a Lender. Broker understands and agrees that it is the duty of Broker to disclose to each Seller that no assurance can be

provided that any Short Sale will be approved. Processor reserves the right, in its sole discretion, to reject or refuse to accept any Short Sale presented by Broker.

7. Confidential Information.

Broker acknowledges and agrees that all information obtained by Broker in connection with the performance of this Master Agreement is considered by Processor to be confidential and proprietary information; and Broker and Processor acknowledge that any information provided by Broker to Processor about the Seller or the Seller's financial condition is considered by Broker and Seller to be Confidential Information (collectively, "**Confidential Information**"). Broker and Processor each agrees during the term of this Master Agreement and thereafter to maintain the confidentiality of all Confidential Information, not to disclose any Confidential Information to third parties, not to use any Confidential information other than in the performance of its obligation hereunder and that all terms of this Agreement shall constitute Confidential Information. Broker and Processor shall each cause its respective personnel to comply with the foregoing provisions of this Section 7.

8. Representation by Broker.

Broker represents to Processor the following:

a. Broker and its agents and employees hold and will continue to hold all required licenses and permits and will conduct the obligations under this Master Agreement and each Property Agreement in accordance with all applicable laws.

b. The individual executing this Master Agreement and each Property Agreement on behalf of Broker is or shall be authorized to do so.

c. Prior to the execution of any Property Agreement, Broker will have and will continue to maintain at all times full legal authority to represent the Seller on the sale of a Property which is the subject of such Property Agreement. If at any time during the term of this Master Agreement, Broker's authority to represent any Seller is withdrawn, surrendered or otherwise compromised, it shall be the absolute affirmative obligation of Broker to notify Processor in writing immediately.

d. Upon execution of each Property Agreement, Broker agrees to not contact any Lender directly (or have Broker's agents or employees contact any Lender directly) regarding the processing of any Short Sale file for a Property which is subject to a Property Agreement.

9. Representations by Processor.

Processor represents to Broker the following:

a. Processor and its agents and employees hold and will continue to hold all required licenses and permits and will conduct the obligations under this Master Agreement and each Property Agreement in accordance with all applicable laws.

b. The individual executing this Master Agreement and each Property Agreement on behalf of the Processor is or shall be authorized to do so.

c. Processor shall not solicit any Seller directly during or after the processing of a Short Sale file. The Seller shall be considered in all respects the client of Broker.

10. No Legal or Tax Advice.

Broker acknowledges that (a) it has had the reasonable opportunity to consult with attorneys, tax or other advisors of its own choosing before executing this Master Agreement and each Property Agreement, and (b) Processor has not provided and is not qualified to provide legal or tax advice. Broker agrees that at no time shall Broker rely on Processor for legal or tax advice. Further, at no time shall Broker express or imply to Seller that Seller may rely on Processor for legal or tax advice.

11. Settlement Process.

Broker acknowledges that Processor is not a settlement agent and has no involvement in the settlement process, including examination of title and/or issuance of a policy of title insurance.

12. Material Changes.

Broker agrees to notify Processor in writing immediately upon discovery of any material change in any Seller's situation that may affect the suitability of Seller to pursue a Short Sale.

13. Indemnification.

a. Broker. Broker agrees to indemnify, defend and hold harmless Processor and its affiliates, directors, officers, employees and agents against any claim, action, suit, litigation, processing or demand, or threat thereof, brought against Processor by any third party resulting from (i) any willful misconduct or negligent act or omission or violation of any applicable law by Broker or employees or agents of Broker, and (ii) any act or omission of Broker which constitutes a breach under this Master Agreement or any Property Agreement, and (iii) any violation or breach by Broker of an agreement between Broker and Seller.

b. Processor. Processor agrees to indemnify, defend and hold harmless Broker and its affiliates, directors, officers, employees and agents against any claim, action, suit, litigation, processing or demand, or threat thereof, brought against Broker by

any third party resulting from (i) any willful misconduct or negligent act or omission or violation of any applicable law by Processor or employees or agents of Processor, and (ii) any act or omission of Processor which constitutes a breach under this Master Agreement or any Property Agreement.

14. Assignment.

Neither party may assign its rights and obligations under this Master Agreement without the prior written consent of the other party.

15. Notices.

All notices and other communications in connection with this Master Agreement shall be in writing and may be given by personal delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth below or to such other address as either party may designate by like notice to the other party. The effective date of any such notice or other communication shall be the date on which it is received by the addressee.

16. Governing Law.

This Master Agreement shall be construed in accordance with and governed by the laws of the State of California.

17. Attorneys' Fees.

If any lawsuit or other proceeding is commenced with regard to this Agreement or a Property Agreement, the prevailing party shall be entitled to recover from the non-prevailing party such sums as the court or other person presiding over such lawsuit or proceeding may determine to be reasonable attorneys' fees and costs in the lawsuit or proceeding, in addition to costs and expenses otherwise allowed by applicable law.

18. Documents.

All documents provided to Processor by Broker shall be copies of originals that do not need to be returned to Seller or Broker. Processor shall not be required to return documents to Broker or Seller.

[Signatures to appear on the following pages]

THE PARTIES have executed this Short Processing Property Agreement as of the date first above written.

BROKER:

By: _____

Name: _____

Title: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Business Number: _____ Fax Number: _____

Email Address: _____

Real Estate Office: _____

Location: _____

PROCESSOR:

Mortgage Resolution Services, Inc

By: _____

Name: _____

Title: _____

3075 Prospect Park Drive, Ste 120
Rancho Cordova, CA 95670

Business Number: (916) 631-6180

Fax: (916) 638-1276

MORTGAGE RESOLUTION SERVICES, INC.

MResolution.com

SELLER ACKNOWLEDGEMENT

The undersigned (“**Seller**”) executes this Seller Acknowledgement for the benefit of Mortgage Resolution Services, Inc (“**Processor**”) and _____ (“**Broker**”) in connection with an agreement between Processor and Broker for Processor to provide short sale processing services for Seller’s property described below (the “**Property**”).

Seller hereby acknowledges the following:

a. Processor has an agreement with Broker to provide short sale processing services for the Property and in this capacity will work directly with Broker and not with Seller.

b. Nothing in this Seller Acknowledgement is intended or shall be interpreted to create any agency, fiduciary or other relationship between Seller and Processor. During the short sale process, Seller will direct all communications to Broker.

c. Seller understands that it is responsible for consulting its own legal, tax, and other advisors regarding Seller’s situation; and Seller has had the reasonable opportunity to consult with its attorneys, tax, and other advisors before executing this Seller Acknowledgement.

Property Address: _____

Print Name of Seller

Print Name of Seller

Seller’s Signature

Seller’s Signature

Date: _____

Date: _____

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Fidelity National Financial, Inc.
Privacy Statement
Continued

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.