

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) other liens, if any, on your property.

On the following page, you must disclose information about all of your income, expenses and assets. It also lists the required income documentation that you must submit in support of your request for assistance. You must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T; (3) required income documentation, and (4) required hardship documentation.

Loan I.D. Number _____ (usually found on your monthly mortgage statement)

I want to: Keep the Property Sell the Property

The property is currently: My Primary Residence A Second Home An Investment Property

The property is currently: Owner Occupied Renter occupied Vacant

BORROWER	CO-BORROWER
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BORROWER'S NAME	CO-BORROWER'S NAME
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SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
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HOME PHONE NUMBER WITH AREA CODE	HOME PHONE NUMBER WITH AREA CODE
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CELL OR WORK NUMBER WITH AREA CODE	CELL OR WORK NUMBER WITH AREA CODE
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MAILING ADDRESS

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)	EMAIL ADDRESS
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Is the property listed for sale? Yes No
 If yes, what was the listing date? _____
 If property has been listed for sale, have you received an offer on the property? Yes No
 Date of offer: _____ Amount of Offer: \$ _____
 Agent's Name: _____
 Agent's Phone Number: _____
 For Sale by Owner? Yes No

Have you contacted a credit-counseling agency for help? Yes No
 If yes, please complete the counselor contact information below:
 Counselor's Name: _____
 Agency's Name: _____
 Counselor's Phone Number: _____
 Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No
 Total monthly amount: \$ _____
 Name and address that fees are paid to: _____

Have you filed for bankruptcy? Yes No
 If yes: Chapter 7 Chapter 13 Filing Date: _____
 Has your bankruptcy been discharged? Yes No Bankruptcy case number: _____



Monthly Household Income			Monthly Household Expenses/Debt		Household Assets (associated with the property and/or borrower(s))	
	Borrower	Co-Borrower				
Monthly Gross wages	\$	\$	Other Mortgage/Liens	\$	Checking Account(s)	\$
Pay Frequency			Auto Loans	\$	Checking Account(s)	\$
Bonus/Commissions	\$	\$	Installment Loans	\$	Business Account(s)	\$
Child Support / Alimony*	\$	\$	Credit Cards (total min. payment/month)	\$	Savings / Money Market	\$
Non-taxable social security/SSDI	\$	\$	Auto Expenses/Insurance	\$	CDs	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	\$	Health and/or Life Insurance (Not Deducted from Payroll)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and self-employed income	\$	\$	Child Care / Support / Alimony	\$	Other Cash on Hand	\$
Rents Received	\$	\$	Food Expenses	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	\$	Utilities	\$	Other _____	\$
Food Stamps/Welfare	\$	\$	Taxes & HO Insurance (if not escrowed)	\$		\$
Other _____	\$	\$	Other _____	\$		\$
Other _____	\$	\$	Other _____	\$		\$
Total (Gross income)	\$	\$	Total Debt/Expenses	\$	Total Assets	\$

***Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**

Required Income Documentation

- | | |
|---|--|
| <p><input type="checkbox"/> Do you earn a wage?
For each borrower who is a salaried employee or hourly wage earner, include two most recent pay stubs that reflects at least 30 days of year-to-date earnings for each borrower.</p> | <p><input type="checkbox"/> Are you self-employed?
For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.</p> |
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- Do you have any additional sources of income?** Provide for each borrower as applicable:
- “Other Earned Income” such as bonuses, commissions, housing allowance, tips, or overtime:**
- Reliable third-party documentation describing the amount and nature of the income (e.g., employment contract or printouts documenting tip income).
- Social Security, disability or death benefits, pension, public assistance, or adoption assistance:**
- Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
 - Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.
- Rental income:**
- Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or
 - If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.
- Investment income:**
- Copies of the two most recent investment statements or bank statements supporting receipt of this income.
- Alimony, child support, or separation maintenance payments as qualifying income:***
- Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 - Copies of your two most recent bank statements or other third-party documents showing receipt of payment.
- *Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**



HARDSHIP AFFIDAVIT

Provide a written explanation with this request describing the specific nature of your hardship

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date Hardship Began is: _____

I believe that my situation is:

- Short-term (under 6 months)
- Medium-term (6 – 12 months)
- Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below:

(Please check all that apply and submit required documentation demonstrating your hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Underemployment	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input type="checkbox"/> Income reduction (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay)	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills; OR <input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable)
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male



Borrower/Co-Borrower Acknowledgement and Agreement

1. I certify that all of the information in this Borrower Assistance Form is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, owner or guarantor of my mortgage, or their agent(s) may investigate the accuracy of my statements, may require me to provide additional supporting documentation, and that knowingly submitting false information may violate Federal and other applicable law.
3. I understand the Servicer will obtain a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. I certify that my property has not received a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use this information to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
11. If I qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
12. I understand that the Servicer will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or to any HUD-certified housing counselor.
13. If I am eligible for foreclosure prevention relief under the federal Making Home Affordable Program, I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by the Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan, and (c) companies that perform support services in conjunction with Making Home Affordable.
14. I consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

Borrower Signature_____
Date_____
Co-Borrower Signature_____
Date

IMPORTANT NOTICES

Scheduled Foreclosures

If a foreclosure action has been initiated and the foreclosure sale has been scheduled, Regions cannot guarantee that the sale will be canceled. If all the conditions necessary to implement the loss mitigation option have been met, Regions will attempt to cancel the sale but cannot guarantee that the sale will be canceled by the Court. If the loss mitigation package is received less than 37 days prior to the scheduled foreclosure sale date, you will also have to meet the following requirements: all information, including any additional documentation deemed necessary to complete the evaluation of your request, must be received in sufficient time to complete our review. It will be your responsibility to confirm with our office that the information has been received and is complete. Please note that review of your documentation for loss mitigation at any time less than 37 days prior to the scheduled foreclosure sale is no guarantee that the sale can be postponed or canceled. Foreclosure proceedings will continue until an approved workout has been determined, approved by the investor and insurer (if applicable) of your loan, approved by the presiding judge (if applicable) and communicated and accepted by you in writing.

Bankruptcy

If this loan is included in an active bankruptcy case, or if you were a borrower of this loan prior to the filing of a Chapter 7 bankruptcy case in which you received a discharge, and if this loan was not reaffirmed in the bankruptcy case, or if the lender received an order vacating the automatic stay in your bankruptcy case, the lender is providing this notice only for informational purposes in accordance with the terms of the mortgage loan agreement and is not attempting to collect, recover, or offset any discharged debt previously incurred by you as your personal liability.

Debt Collector

Regions Bank dba Regions Mortgage may be a debt collector under the Fair Debt Collection Practices Act, and all communication may be used for the purpose of collecting any debt you may owe.

Servicemembers

Attached please find information concerning the Servicemembers Civil Relief Act with protections that may apply to your loan.

Servicemembers Civil Relief Act Notice Disclosure	U.S. Department of Housing and Urban Development Office of Housing	OMB Approval 2502-0584 Exp 7/31/2012
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Legal Rights and Protections Under the SCRA

Servicemembers on “active duty” or “active service,” or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within 9 months after the servicemember’s military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within 9 months after the servicemember’s military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember’s military orders. [Note: Lender should place its name, address, and contact information here.]
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember’s military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense’s Defense Manpower Data Center’s website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit’s Judge Advocate, or their installation’s Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- “Military OneSource” is the U. S. Department of Defense’s information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.com/scra or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.