



PROPERTY ADDRESS \_\_\_\_\_

**FOLLOWING INFORMATION AND DOCUMENTS NEEDED TO SUBMIT TO THE BANK FOR  
SHORTSALE APPROVAL**

**SELLER(S) LIST**

- 3<sup>RD</sup> PARTY AUTHORIZATION TO RELEASE INFO**
- SELLER CONTACT INFO**
- HOMEOWNERS ASSOCIATION INFO (INCLUDING RECENT PAYOFF STATEMENT)**
- ARMS LENGTH AFFIDAVIT**
- HOLD HARMLESS**
- SELLERS ACKNOWLEDGEMENT AND WAIVER**
- PURPOSE OF THIS NOTICE**
- SELLERS SHORT SALE AGREEMENT**
- MARS DISCLOSURE**
- PERMISSION TO ADVERTISE PROPERTY**
- IRS FORM 4506-T (Current Year)**
- HARDSHIP LETTER (HOW AND WHY YOUR FINANCIAL SITUATION CHANGED)**
- FINANCIAL AFFIDAVIT FORM (Not for Bank of America Loans)**
- HAFA RMA (FOR OWNER OCCUPIED)**
- LOAN STATEMENT FOR THE 1<sup>ST</sup> AND 2<sup>ND</sup> MORTGAGE (LOAN AND PHONE NUMBER)**
- PAYOFF LETTER FROM BANK (IF AVAILABLE)**
- TAX RETURNS LAST TWO YEARS (ALL PAGES) WITH COPIES OF W2'S**
- RECENT BANK STATEMENTS FOR 2 MONTHS (ALL PAGES) Social Security or P&L**
- RECENT PAY STUBS (2 MONTHS)**
- CURRENT MONTH ELECTRIC BILL (FOR OWNER OCCUPIED)**
- COPY OF DRIVERS' LICENSE FOR ALL SELLERS**

**LISTING AGENT LIST**

- LISTING CONTRACT**
- MLS SHEET**
- BUYERS SMART PACKET**
- FULLY EXECUTED CONTRACT**
- ESCROW CHECK (Payable to Smart International Title) Required with Offer to Process**



12 S Clyde Avenue Kissimmee Florida 34741

Info@smartinternationaltitle.com

Office (407) 854-2115

Fax (407) 517-4505

**AUTHORIZATION TO RELEASE AND OBTAIN INFORMATION**

SUBJECT PROPERTY: \_\_\_\_\_

HOA COMMUNITY: \_\_\_\_\_

1ST MORTGAGE BANK: \_\_\_\_\_ Acct # \_\_\_\_\_

2ND MORTGAGE BANK: \_\_\_\_\_ Acct # \_\_\_\_\_

S.S. # \_\_\_\_\_ S.S. \_\_\_\_\_

I hereby authorize Smart International Title, LLC and its affiliates, along with the following employees: Marta Lajas, Jessica Figueroa, Eva Gordon, Krystanice Pitre, Joanne Walker, Janisse Follett and Amarilys Cruz, to represent me in all matters related to the processing and closing of the subject property. This includes the ability to disclose, maintain, access, and release all necessary personal information.

I authorize Smart International Title, LLC, including its directors, management, affiliates, and employees, to release any information related to my account. I also release any claims that may arise in connection with this authorization. This includes the approval to obtain and provide payoff statements for mortgages and HOA balances.

**\*AUTHORIZATION EXPIRES UPON WRITTEN REQUEST FROM BORROWERS**

_____	_____	_____
Homeowner's Name Print	Homeowner's Signatures	Date
(Wet Signature)		

_____	_____	_____
Homeowner's Name Print	Homeowner's Signatures	Date
(Wet Signature)		

MAILING ADDRESS: \_\_\_\_\_



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**CONTACT INFORMATION**

Seller Name \_\_\_\_\_ Social Security \_\_\_\_\_

**Married at the time of purchase or during ownership?** \_\_\_\_\_ **Name of Spouse?** \_\_\_\_\_

Seller Name \_\_\_\_\_ Social Security \_\_\_\_\_

**Married at the time of purchase or during ownership?** \_\_\_\_\_ **Name of Spouse?** \_\_\_\_\_

Property Address \_\_\_\_\_ Home Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1<sup>st</sup> Mortgage Holder \_\_\_\_\_ Acct: # \_\_\_\_\_

2<sup>nd</sup> Mortgage \_\_\_\_\_ Acct. \_\_\_\_\_

Do you live on subject property? \_\_\_\_\_ Last Date Owner Occupied? \_\_\_\_\_

Is it tenant occupied? Yes or No

Tenant's Name \_\_\_\_\_ Tenant's Cell# \_\_\_\_\_

Are you current on your HOA Dues? Yes or No

If not, approximately what is the outstanding balance? \$ \_\_\_\_\_

List any outstanding liens/ judgment/child support/ on subject property  
\_\_\_\_\_

Reason for default (Please circle): Divorce, lay off, unemployed, health, relocation,  
reduction of income, increased mortgage payment, death in family, disable or other  
\_\_\_\_\_.

BPO ACCESS CODE: LOCK BOX \_\_\_\_\_

LISTING AGENT: \_\_\_\_\_

CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_



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### HOMEOWNER ASSOCIATION INFORMATION

**IMPORTANT: CONTINUE MAKING PAYMENTS TO YOUR HOMEOWNER/CONDO ASSOCIATION INCLUDING ALL DUES AND FEES.**

HOA'S liens do not go away and **WILL** need to be paid at closing along with all attorney's fees from the HOA association's attorney. Smart International Title, LLC will try to negotiate these fees into the short sale, however, there is no guarantee the lender(s) will accept such fees. Please Notify Smart International Title if your HOA sets a foreclosure date.

Name of HOA (**REQUIRED**) \_\_\_\_\_

Telephone Number (**REQUIRED**) \_\_\_\_\_

Monthly/quarterly/yearly (circle one) amount \_\_\_\_\_

Are you current? Yes or No \_\_\_\_\_

Approximate Delinquent Balance \_\_\_\_\_

Name of 2nd HOA \_\_\_\_\_

Telephone Number \_\_\_\_\_

Monthly/quarterly/yearly (circle one) amount \_\_\_\_\_

Are you current? Yes or No \_\_\_\_\_

Approximate Delinquent Balance \_\_\_\_\_

If applicable, Name of Attorney handling line \_\_\_\_\_

Attorney's telephone number \_\_\_\_\_

**\*\*\*MUST attach a recent statement from HOA\*\*\***





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**PERMISSION TO ADVERTISE PROPERTY**

I/We have been informed by Smart International Title, LLC that subject property will be advertised through various social media venues, and Constant Contact to solicit Buyers. I/We give permission to Smart International Title, LLC to list our property at bank approved prices, MLS listing price, or a price my listing agent has suggested to sell subject property.

Listing Agent agrees to include the Smart International Title, LLC, Buyer agreement and package with the MLS and will require escrow deposits with any offers.

SUBJECT PROPERTY: \_\_\_\_\_

SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AGENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices. This includes the type of information we collect about you and the categories of persons or entities with whom we may disclose it.

In compliance with the GLBA, Smart International Title, LLC is providing you with this document to notify you of our privacy policies and practices.

**Information We Collect**

We may collect nonpublic personal information about you from the following sources:

Information you provide to us, such as on applications or other forms.

Information about your transaction that we secure from our files, our affiliates, or others.

We receive information from consumer reporting agencies.

Information we receive from others involved in your transaction, such as your real estate agent or lender.

Unless otherwise stated in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

**Information We May Disclose**

We may disclose any of the information we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also share this information with nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements, including:

Financial service providers, such as companies engaged in banking, consumer finance, securities, and insurance.

Non-financial companies, such as envelope staffers and other fulfillment service providers.

**Our Commitment to Your Privacy**

Smart International Title LLC does not disclose any nonpublic personal information about you for any purpose that is not specifically permitted by law.

We restrict access to your nonpublic personal information to employees who need to know this information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information.

Initials \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



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**HOLD HARMLESS**

**(Short Sales)**

In the event that any lien holder should fail to approve this transaction, all parties agree to hold seller, listing agent/office, selling agent/office, Smart International Title, LLC its employees, officers, and affiliates harmless, and further waive any rights to claim commissions, specific performance, appraisal fees, inspection fees and / or any other moneys including but not limited to expense incurred before or during, or after the transaction. All parties are aware that it is possible that despite this transaction, lien holders may choose to proceed with foreclosure. In the event the foreclosure sale is completed, this transaction shall be deemed null, and void and all parties agree to hold listing agent/offices Smart International Title, LLC and its employees, officers and affiliates, harmless as stated above. In the event of conflict, this addendum shall control.

The undersigned parties agree to seek independent counsels pertaining to the possible short sale of their home with regard to both state and federal tax and legal implications. The sellers have been advised to contact a real estate attorney, a certified public accountant, and a credit specialist to obtain information regarding the implications of conducting a short sale. The seller has also been advised to contact their lender directly as they may have other programs or options available to them.

Buyer:

Seller:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer's Agent:

Listing Agent:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**SHORT SALE AUTHORIZATION, ARM'S LENGTH AFFIDAVIT,  
AND SELLER ACKNOWLEDGMENT & WAIVER**

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**1. PROPERTY**

Property Address: \_\_\_\_\_

Seller represents that Seller is the lawful owner of the above-referenced property ("Property") and has full authority to enter into this Agreement.

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**2. AUTHORIZATION TO NEGOTIATE**

Seller and Agent authorize **Smart International Title, LLC** ("SIT") to act as exclusive third-party negotiator with all lenders, lienholders, HOAs, and creditors regarding a potential short sale or discounted payoff of the Property.

SIT is not affiliated with any lender or government agency. No representation or guarantee is made that a short sale, reduced payoff, or closing will be approved or completed.

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**3. ARM'S LENGTH AFFIDAVIT**

All parties certify that this transaction is an arm's length transaction:

- No party is a family member, business associate, or related entity of the Seller.
  - There are no hidden agreements, side agreements, or undisclosed understandings.
  - Seller shall not remain in the Property as a tenant, nor repurchase or regain ownership after closing.
  - No party shall receive proceeds from the sale other than approved real estate commissions.
  - Any misrepresentation may constitute fraud and may result in civil and/or criminal penalties.
- 

**4. SELLER & AGENT RESPONSIBILITIES**

Seller and Agent agree to:

- Provide all requested documentation promptly.
- Immediately forward all foreclosure notices, lender correspondence, and legal filings.



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- Disclose all liens, judgments, HOA balances, and material facts affecting title.
- Acknowledge that lenders may continue foreclosure during negotiations.
- Acknowledge that lenders may pursue deficiency judgments unless expressly waived.

Seller understands that false or incomplete information may constitute mortgage fraud.

Seller Initials: \_\_\_\_\_

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## 5. REQUIRED PROCESSING CONDITIONS

The following are mandatory to process a short sale file:

- Active purchase contract with escrow
- All SIT addendums fully executed
- Required MLS disclosures
- Current HOA estoppel/payoff (dated within 30 days)

HOA estoppel or document fees must be paid upfront by Seller or Buyer and are non-refundable.

Seller agrees not to file bankruptcy or pursue loan modification while under contract without immediate written notice to SIT and Agent.

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## 6. BUYER FACILITATOR FEE & COMPENSATION

Listing Agent must disclose in MLS the **\$695.00 Smart International Title Buyer Facilitator Fee**.

A signed Buyer Short Sale Agreement is required before offers are processed.

If not properly disclosed, the \$695.00 fee shall be deducted from Listing Agent's commission at closing.

Upon successful negotiation and closing:

- SIT shall receive a \$695.00 loss mitigation fee payable by Buyer at closing.

If Seller cancels prior to closing:

- Seller agrees to pay \$250.00 for services rendered.

If transaction cancels due to Buyer default:

- \$1,000.00 of Buyer's escrow deposit may be assigned to SIT, subject to escrow terms.

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## 7. NO LEGAL OR TAX ADVICE

SIT does not provide legal, tax, or credit advice.



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Seller acknowledges:

- Lender may issue IRS Form 1099 for forgiven debt.
- Forgiven debt may be taxable income.
- Lender may require cash contribution, promissory note, asset transfer, or other settlement terms.
- Lender may or may not report debt settlement favorably on Seller's credit.

Seller is strongly advised to consult independent legal and tax professionals.

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### **8. SELLER ACKNOWLEDGMENT OF SHORT PAY LETTER**

Seller acknowledges receipt and review of the lender's short pay approval letter and agrees to all lender conditions.

Seller believes the short sale is in Seller's best interest.

As consideration for SIT proceeding with closing, Seller waives any claim against SIT arising from the lender's short pay terms or settlement conditions.

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### **9. INDEMNIFICATION**

Seller and Agent agree to indemnify and hold harmless SIT from any claims, losses, damages, or liabilities arising from:

- Inaccurate or incomplete information
  - Failure to disclose material facts
  - Breach of contract
  - Failure to comply with lender requirements
- 

### **10. MISCELLANEOUS**

- This Agreement is binding upon the parties and their successors.
- Electronic signatures are valid and enforceable.
- If any provision is deemed unenforceable, remaining provisions remain in effect.
- This Agreement shall be governed by the laws of the State of Florida.



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Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SELLER(S)**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER(S)**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**LISTING AGENT**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER'S AGENT**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_