

PROPERTY ADDRESS _____

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

SELLER(S) LIST

- ☐ **3RD 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 1st AND 2nd 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 PRS PACKET**
- ☐ **FULLY EXECUTED CONTRACT**
- ☐ **ESCROW CHECK (Payable to Smart International Title) Required with Offer to Process**

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 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 GPS, LLC & 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: _____

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: _____

1st Mortgage Holder _____ Acct: # _____

2nd 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: _____

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. GPS, 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 GPS, LLC 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*****

ARM'S LENGTH TRANSACTION AFFIDAVIT

All parties to the contract, on this ____ day of _____, affirm the following:

Property Address: _____

The undersigned hereby certify and affirm that this transaction constitutes an Arm's Length Transaction.

No party to this contract is a family member, business associate, or has any shared business interest with the Mortgagor. There are no hidden terms, side agreements, or special understandings—written or implied—between or among the Seller(s), Buyer(s), their respective agents, or the Mortgagor.

Neither the Buyer(s) nor the Seller(s), nor their agents, have entered into any written or oral agreement that would permit the Seller(s) to remain in the property as tenants, repurchase the property, or regain ownership of the property at any time following the completion of this short sale transaction.

No party to this transaction shall receive any proceeds from the sale other than the agreed-upon real estate commissions.

All parties acknowledge that any misrepresentation made herein may constitute fraud and may result in civil and/or criminal penalties.

(Seller Signature) Date

Print Name

(Seller Signature) Date

Print Name

(Buyer Signature) Date

Print Name

(Buyer Signature) Date

Print Name

(Seller's Signature) Date

(Buyer' Agent Signature) Date

Print Name

Print Name

SHORT SALE AUTHORIZATION AND AGREEMENT

Property Address_____

SELLER represents that they are the legal owner of the Property and authorized to enter into this Agreement.

1. Authorization

SELLER and AGENT authorize GPS, LLC to act as the exclusive third-party negotiator with all lenders, lienholders, HOAs, and creditors regarding a potential short sale or discounted payoff of the Property.

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

2. Seller & Agent Responsibilities

SELLER and AGENT agree to:

- a. Provide all documents and information requested for short sale processing in a timely manner.
- b. Immediately forward all notices, contracts, foreclosure filings, and correspondence related to the Property.
- c. Disclose all liens, judgments, HOA balances, and material facts affecting the Property.
- d. Acknowledge that lenders may continue foreclosure and may require repayment of deficiencies.

SELLER acknowledges that false or incomplete information may constitute fraud.

3. No Legal or Tax Advice

GPS, LLC, does not provide legal, tax, or credit advice. SELLER is encouraged to consult independent professionals before accepting any settlement.

4. Agent Commission Disclosure

GPS, LLC will make reasonable efforts to protect AGENT's relationship with SELLER but cannot guarantee approval or payment of commissions. All commissions are subject to lender approval.

5. Mandatory Processing Requirements

The following are required to process a short sale file:

- Active purchase contract with escrow
- All required Smart International Title addendums fully executed
- Required addendums disclosed in MLS
- Current HOA payoff or estoppel (issued within 30 days)

Any 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 immediately notifying GPS, LLC and AGENT.

Seller Initials: _____

6. MLS Disclosure & Seller Facilitator Fee

Listing Agent must disclose in MLS all required short sale documents, including the **GPS, LLC Buyer Facilitator Fee of **\$695.00**.

A signed Buyer Short Sale Agreement must be received before offers are processed

If the Buyer Facilitator Fee is not disclosed or agreed to in writing, Listing Agent agrees that the **\$695.00** fee will be deducted from their commission at closing.

7. Compensation

Upon successful negotiation and closing, GPS, LLC shall receive a **\$695.00** loss mitigation fee, payable by the Lender at closing and disclosed on the settlement statement. In the event the Seller's lender does not approve the Seller's Facilitator Fee as a separate closing expense, the fee shall be deducted from the Listing Agent's commission at closing.

If SELLER cancels services prior to closing, SELLER agrees to pay **\$350.00** for services rendered.

8. Indemnification

SELLER and AGENT agree to indemnify and hold harmless GPS, LLC, from claims or losses arising from inaccurate information, nondisclosure, or failure to perform under the contract.

Seller Initials: _____

Agent Initials: _____

9. Miscellaneous

This Agreement is binding on all parties and their successors. Electronic signatures are valid. If any provision is unenforceable, the remaining terms shall remain in effect. This Agreement is governed by Florida law.

ACCEPTANCE

By signing below, the undersigned acknowledge they have read and agree to this Agreement.

SELLER: _____ Date: _____

SELLER: _____ Date: _____

AGENT: _____ Date: _____

MARS DISCLOSURE

12 S Clyde Avenue Kissimmee Florida 34741

Myshortsale101@gmail.com

Office (407) 738-8996

Fax (407) 517-4505

IMPORTANT NOTICE:

GPS LLC is not associated with the government, and our service is not approved by the government or your lender. Even if you accept this offer and use our service, your lender may not agree to change your loan. If you stop paying your mortgage, you could lose your home and damage your credit rating.

You may accept or reject the offer. If you accept or reject the offer you do not have to pay us for our services.

GPS, LLC is not responsible for any foreclosure sale dates or postponement. Seller is fully responsible for handling all foreclosure proceedings.

PROPERTY ADDRESS: _____

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

PERMISSION TO ADVERTISE PROPERTY

I/We have been informed by GPS, LLC & 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 GPS, LLC & 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 GPS, 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 _____

Fax (407) 517-4505

Loan # _____

[illegible]

Print Name

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 people or entities with whom we may disclose it.

In compliance with the GLBA, GPS, 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

GPS, 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 _____, _____, _____, _____

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, GPS, LLC, 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, GPS, 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 counsel 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:

Print Name: _____

Date: _____

Print Name: _____

Date: _____

Buyer's Agent:

Print Name: _____

Date: _____

Seller:

Print Name: _____

Date: _____

Print Name: _____

Date: _____

Listing Agent:

Print Name: _____

Date: _____

SELLER ACKNOWLEDGEMENT AND WAIVER
(SHORT SALE)

The undersigned Seller acknowledges that the Seller has been furnished with a copy of the Seller's short pay letter, which outlines the lender's conditions for the short sale. The Seller further acknowledges that the Seller has reviewed the short pay letter and understands its terms. The Seller understands that the lender may file an IRS Form 1099 reflecting debt forgiveness, which may or may not be taxable income to the Seller. The Seller additionally acknowledges that GPS, LLC & Smart International Title, LLC did not provide tax advice and specifically recommends that the Seller seek professional advice regarding the possible taxable consequences and legal ramifications of a short sale.

The Seller understands that the lender may or may not agree to report the settlement of the debt favorably on the Seller's credit reports. GPS, LLC & Smart International Title, LLC gives no assurance of debt forgiveness or favorable credit reporting on the debt settlement.

The lender's short pay letter may contain conditions for approving the short sale, which may require, among other things, that the Seller pay a sum of money to the lender, transfer certain assets to the lender, or sign a promissory note agreeing to pay a sum of money in the future. After reading and reviewing the lender's short pay letter, the Seller agrees to all its terms. The Seller believes that the short pay closing is in the Seller's best interests.

As consideration for GPS, LLC & Smart International Title, LLC proceeding with the closing, the Seller agrees to waive any right to seek restitution from GPS, LLC & Smart International Title, LLC for any loss that the Seller sustains related to the terms and conditions of the lender's short pay letter, which the Seller acknowledges having read and fully understands.

Dated this _____ day of _____, 20____.

SELLER(S)

_____	_____
Signature	Print Name

_____	_____
Signature	Print Name

_____	_____
Signature	Print Name