

JAMES B. NUTTER & COMPANY

[816] 531-2345
[800] 875-7334

WESTPORT/PLAZA OFFICE
4153 BROADWAY
P.O. BOX 10346
KANSAS CITY, MISSOURI 64171-9936

Dear Mortgagor,

Enclosed you will find the application for a Veterans Administration ("VA") Loss Mitigation Program. All of the documents must be completed, including dates and signatures where applicable. Please do not send original documents to us for review; clear copies are sufficient. You should also keep a copy of your application for your records.

In addition to completing and returning the enclosed documents, please provide all of the following (if applicable):

1. **A minimum of three (3) most recent, consecutive pay stubs**
2. **If self-employed: Year to Date profit and loss statements compiled by a Certified Public Accountant, Accounting software or professionally prepared**
3. **Last 2 years Federal tax returns w/all schedules, W-2 forms & 1099's for each borrower**
4. **Last 3 months complete bank statements for all open accounts**
5. **Award letters to verify other income such as disability, pension, food stamps, social security benefits,**
6. **alimony or child support (provide divorce decree or separation agreement)**
7. **If currently unemployed: Send Unemployment Benefits award letter or denial letter**
8. **Documented proof of hardship, such as: 1) receipts if claiming an increase in expenses or 2) copies of paystubs that support a reduction in hours worked.**

Please note: If your loan is in foreclosure and a sale date has been set, there is a possibility that time will not permit a complete review of your application, even if one is submitted. Questions regarding foreclosure can be directed to our Foreclosure Department at 1-800-943-7334 ext. 1870.

Should we have questions regarding the packet, we will promptly contact you, your attorney or third party, if you have retained someone to represent you. If you have questions, please feel free to contact our office during our regular business hours of 8:15am to 5:00pm Central time, Monday through Friday (except holidays), and ask to speak to a Loss Mitigation Specialist.

We encourage you to return the completed documents to us as soon as possible via one of the following methods:

1. Email: <https://nutterhomeloans.com/secure-contact>
2. Mail: James B. Nutter & Company, Attn: Loss Mitigation, 4153 Broadway, Kansas City, MO 64111
3. Fax: 816-873-1049 Attention: Loss Mitigation

The link below provides a list of HUD-approved counseling agencies in your area. HUD counselors can provide assistance with financial management, which encompasses not only your mortgage debt, but also your entire household debt. We encourage you to take advantage of this free service.

<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call Toll Free: (800) 569-4287

Sincerely,

James B. Nutter & Company
Enclosures

2. LOAN NO.	
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EXISTING STOCKS OF VA FORM 26-6807, SEP 2003,
WILL BE USED.

16. MONTHLY INCOME <i>Include income from business or property after deduction of expenses. Disclosure of child support, alimony and maintenance income is optional)</i>	A. GROSS SALARY (Before payroll deductions)	BORROWER/ APPLICANT	SPCUSE	C. OTHER (Specify)	BORROWER/ APPLICANT	SPOUSE
		\$	\$		\$	\$
	B. PENSION OR COMPENSATION	\$	\$	D. TOTAL MONTHLY INCOME	\$	\$

17. ASSETS

A. CASH IN BANK (Checking and savings accounts, building and loan accounts, etc.)		\$	F. SAVING BONDS (Current value)		\$	
B. CASH ON HAND			G. STOCKS AND OTHER BONDS (Current value)			
C. FURNITURE AND HOUSEHOLD GOODS (Resale value)			H. REAL ESTATE OWNED (Resale value)			
D. AUTOMOBILES (Resale value)			I. OTHER ASSETS (Itemize)			
MAKE	YEAR					MODEL
E. TRAILERS, BOATS, CAMPERS (Resale value)			J. TOTAL ASSETS		\$	

18. DEBTS

NOTE: DETAILS FOR INSTALLMENT CONTRACTS AND OTHER DEBTS (Show here ALL debts which you are required to pay in regular monthly installments, such as car, television, washing machine, payments to dealers, banks, finance companies, repayment of money borrowed for any purpose, doctor bills, hospital bills, etc. Include any alimony, child support, or separate maintenance obligations you are required to pay. If additional space is needed, use Section VI, or attach separate sheet. Do not include living expenses. If repayment of a debt is not on a monthly basis, write "0" in Column E and describe arrangements to repay in "Remarks")

ITEM NO.	A. NAME AND ADDRESS OF CREDITOR (Include ZIP Code)	B. DATE AND PURPOSE OF DEBT (Include account number, if available)	C. ORIGINAL AMOUNT OF DEBT	D. UNPAID BALANCE	E. AMOUNT DUE MONTHLY	F. AMOUNT PAST DUE (If any)
(1)			\$	\$	\$	\$
(2)						
(3)						
TOTAL			\$	\$	\$	\$

SECTION III - CREDIT REFERENCES AND OTHER FINANCIAL INFORMATION

19. NAME AND ADDRESS OF FIRMS OR BANKS WITH WHOM YOU HAVE DONE BUSINESS

A.	B.
C.	D.

20. IF YOU ARE RENTING PREMISES YOU NOW OCCUPY, COMPLETE A, B, AND C

A. MONTHLY RENTAL \$	B. UTILITIES INCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	C. NAME AND ADDRESS OF PERSON OR FIRM RENTAL PAID TO	
21A. HAVE YOU EVER BEEN ADJUDICATED BANKRUPT? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "Yes", complete Item 21B)	21B. DATE ADJUDICATED BANKRUPT	22A. HAVE YOU HAD A GI LOAN? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "Yes", complete Item 22B)	22B. NAME OF VA OFFICE WHERE LOAN WAS PROCESSED

SECTION IV - REAL ESTATE OWNED

(Show ALL real estate owned. Use this sheet to provide information for one property. If you own more than one property use separate blank sheets to provide the same items of information for each of your other properties.)

23. ADDRESS OF PROPERTY (Number, street, city, county, State)	24. PURCHASE PRICE \$	25. CURRENT MARKET VALUE OF PROPERTY \$	
26. NAME AND ADDRESS OF MORTGAGEE (If mortgaged)	27. ORIGINAL AMOUNT OF MORTGAGE \$	28. UNPAID BALANCE \$	
29. FREQUENCY OF MORTGAGE PAYMENTS (If payment is not by regular amortization plan, explain in Section VI, "Remarks") <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY	30. AMOUNT OF MORTGAGE PAYMENT \$	31. STATUS OF LOAN (Check) <input type="checkbox"/> CURRENT <input type="checkbox"/> DELINQUENT	32. AMOUNT OF DELINQUENCY (If any) \$
33. OTHER LIENS AGAINST PROPERTY, IF ANY \$	34. DO YOU OCCUPY THE PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO		
35. IF PROPERTY IS RENTED, WHAT ARE THE RENTAL TERMS? \$ PER	36. AMOUNT OF AVERAGE MONTHLY INCOME YOU RECEIVE FROM THIS PROPERTY IN EXCESS OF OPERATING EXPENSES \$		

SECTION V - ADDITIONAL DATA

37. NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU (Including telephone number if available)

SECTION VI - REMARKS

38. USE THIS SPACE AND ADDITIONAL SHEETS IF NECESSARY TO SUPPLY ANY OTHER PERTINENT INFORMATION AND TO CONTINUE YOUR ANSWER TO PREVIOUS ITEMS. INDICATE ITEM NUMBER TO WHICH YOUR COMMENTS APPLY.

SECTION VII - CERTIFICATIONS

I (WE) AFFIRM THAT the information contained herein is true, correct, and complete to the best of my (our) knowledge and belief.

39A. SIGNATURE OF BORROWER/APPLICANT	39B. DATE	40A. SIGNATURE OF SPOUSE	40B. DATE
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PENALTY: The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of a statement or evidence of a material fact, knowing it to be false.

Privacy Act Notice: VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., to service your loan and to evaluate your application for release of liability and, if applicable, substitution of entitlement) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. VA will not deny an individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

Respondent Burden: We need this information to service your loan and to evaluate your application for release of liability and, if applicable, substitution of entitlement. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 45 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at <http://www.whitehouse.gov/omb/library/OMBINV.VA.EPA.html#VA>. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

NOTICE TO APPLICANTS

This is notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Veterans Affairs Loan Guaranty Service or Division has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Veterans Affairs Loan Guaranty Service or Division without further notice or authorization but will not be disclosed or released to another Government Agency or Department without your consent except as required or permitted by law.

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The information in Items 12A, 12B, 12C, and 13A, 13B, and 13C is requested by the Federal Government to monitor compliance by VA as a lender with Equal Credit Opportunity and Fair Housing laws. The law provides that a lender may neither discriminate on the basis of this information nor on whether or not it is furnished.

Home Affordable Modification Program Hardship Affidavit

Borrower Name: _____ Date of Birth: _____
Co-Borrower Name: _____ Date of Birth: _____
Property Street Address: _____
Property City, ST, Zip: _____
Servicer: JAMES B. NUTTER & COMPANY
Loan Number: _____

In order to qualify for JAMES B. NUTTER & COMPANY's ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

Borrower		Co-Borrower	
Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

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 <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <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	
To be Completed by Interviewer	Interviewer's Name (print or type)	Name/Address of Interviewer's Employer
This application was taken by:	Interviewer's Signature Date	
<input type="checkbox"/> Face-to-face interview		
<input type="checkbox"/> Mail	Interviewer's Phone Number (include area code)	
<input type="checkbox"/> Telephone <input type="checkbox"/> Internet		

Borrower/Co-Borrower Acknowledgement and Agreement

1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
3. I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
5. I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
6. I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
7. I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.

8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we accept and agree to all terms of the Home Affordable Modification Trial Period ("Trial Period") Plan which is incorporated herein by reference as if set forth in full.
10. I/we agree that when the Servicer accepts and posts a payment during the Trial Period 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.
11. I/we agree that any prior waiver as to payment of escrow items in connection with my loan has been revoked.
12. I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
13. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and Modification Agreement by 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; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

Borrower Signature

Date

Co-Borrower Signature

Date

E-mail Address: _____

E-mail Address: _____

Cell Phone # _____

Cell Phone # _____

Home Phone # _____

Home Phone # _____

Work Phone # _____

Work Phone # _____

Social Security # _____

Social Security # _____

Explanation:

Explanation (Continued):

Date: _____ Loan # _____ Borrower: _____

MONTHLY EXPENSES – DO NOT INCLUDE INSTALLMENT LOAN PAYMENTS, ANY ITEMS DEDUCTED FROM YOUR PAYCHECK, OR HAZARD INSURANCE AND REAL ESTATE TAXES THAT ARE PAID IN YOUR MORTGAGE PAYMENT.
 These are monthly expenses that are not reported to a credit bureau. If you do not have the expense every month, do not include it on this form.

ITEM	AMOUNT	REMARKS (IF ANY)
Electricity, Gas or Oil	\$	
Water and Sewer	\$	
Home Maintenance Repairs	\$	
Home Telephone	\$	
Cell Phone	\$	
Internet	\$	
TV Cable	\$	
Groceries	\$	
Clothing	\$	
Transportation(Do Not Include Car Payment)	\$	
Auto Insurance	\$	
Medical (premiums and bills not paid by insurance)	\$	
Life Insurance	\$	
Long Term Insurance	\$	
Education, Tuition, Books	\$	
Alimony, Child Support	\$	
Dry Cleaning/Laundry Service	\$	
Entertainment	\$	
Child Care	\$	
Spending Money	\$	
Self-employment Taxes	\$	
Taxes (repayment plan on past taxes)	\$	

Occupancy Affidavit

Loan Number: _____ Date: _____

Borrower(s): _____

Property Address: _____

Address of Residence: _____

Dates at Current Residence:

From _____ to _____

I/We acknowledge that by signing this Affidavit, I/We currently reside in the property and/or have resided in the property in the last 18 months. I/We understand that, if it is determined that I/We have made any false statements in regard to occupancy, I/We may no longer be eligible for loss mitigation assistance at this time or in the future due to false statements made in regard to a mortgage transaction, which could be considered "mortgage fraud" in certain jurisdictions.

Borrower Signature Date

Borrower Name Printed

Borrower Signature Date

Borrower Name Printed

Servicer: _____

Loan Number: _____

HELP FOR AMERICA'S HOMEOWNERS.



Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

Borrower Signature

Date

Co-Borrower Signature

Date

Co-Borrower Signature

Date

Co-Borrower Signature

Date



BEHIND ON YOUR MORTGAGE PAYMENTS?

Help is available.

FREE assistance from HUD-approved housing counseling agencies is available to you.

Housing Counselors at non-profit or government agencies approved by the U.S. Department of Housing and Urban Development (HUD) are trained to help homeowners who are having problems making their mortgage payments. Counselors can help you find the best option for your situation.

HUD-approved Housing Counselors will:

- Work with you in person or over the phone.
- Help you understand your housing options.
- Help communicate with your lender.
- Recommend financial tools to help you solve current problems and avoid future ones.
- Connect you with local resources that may provide you with additional assistance.

This Help is Free.

HUD approved housing counseling agencies cannot charge to help you explore your options if you are having trouble paying your mortgage loan.

- Watch out for companies that charge a fee for these services. It may be a scam.
- Check www.hud.gov/findacounselor to confirm the counseling agency is HUD-approved.

HOW TO FIND A HOUSING COUNSELOR TODAY:

- **Online.** Search for a housing counseling agency near you at: www.hud.gov/findacounselor or <http://www.consumerfinance.gov/find-a-housing-counselor/>
- **By Phone.** Call HUD's Housing Counseling Locator Service at **(800) 569-4287**.
 - Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at **(800) 877-8339**.
 - Comprehensive foreclosure assistance is available around the clock at **(888) 995-HOPE (4673)**.