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*Admitted in NEW YORK and NEW JERSEY

Dear Prospective Client:

Thank you for choosing the loan modification services of Michael Heitmann, Attorney at Law. In order for us to begin, you will need to follow the directions in this letter and provide certain information. It is very important to submit a complete package to your lender(s) because missing information will delay the processing of your request. Please check off each item as you complete it and/ or gather it for your package. Your lender(s) will not consider incomplete packages. Please rush this information to our office as soon as possible and allow time for the processing of your paperwork.

Please attach this sheet to the front of your request package.

- EXPLANATION OF FINANCIAL HARDSHIP- See attached "Hardship Affidavit" or draft your own. This allows you to explain in detail the reason behind your financial situation. In addition to filling out this form you will need to provide any and all proof of your hardship claim, such as medical bills, death certificates, unemployment stubs, and divorce decree, etc. If you have two loans, you must supply us with two affidavits and provide the loan numbers for each in the space provided.
- PAYROLL STUBS- Please provide copies of pay stubs for the 2 most recent months worked for both the borrower and co-borrower. If you do not have paystubs for any reason (e.g., self-employed or not-employed), you must provide the last 6 months of bank statements for your personal and/or business accounts. If you are self-employed, please provide a profit and loss statement (e.g., cash flow sheet or just a breakdown of income and expenses) for the last calendar year and the year to date.
- BANK STATEMENTS - Please provide copies of the last 2 months bank statements for all your accounts, please provide ALL pages.
- MORTGAGE STATEMENT(s) – This is your monthly loan statement and any other paperwork you have related to the mortgage(s) currently on your home.
- TAX RETURNS – copies of your two most recent SIGNED federal tax returns, e.g. 2007 and 2008 forms 1040.
- CONTACT INFO & INITIAL QUESTIONS – see attached and fill out all information that is applicable, please do not leave anything blank without an explanation.

- [] RETAINER AGREEMENT – Please fill out completely, supplying all information (name(s) and address), sign and date in the space provided and return with your check in the applicable amount (\$1,500.00 for one lender, \$2,500.00 for two lenders), payable to Michael Heitmann, Attorney at Law.
- [] STATEMENT OF CLIENT’S RIGHTS – see attached, this is for your review and information, no need to return.
- [] STATEMENT OF CLIENT’S RESPONSIBILITIES – see attached, this if for your review and information, no need to return.
- [] AUTHORIZATION LETTER – please fill out all information and sign where indicated and provide your social security number(s). This document is necessary for the lender(s) to speak to our office about your loan(s). If you have two loans, you must supply us with two letters and provide the loan numbers for each in the space provided.
- [] CASH FLOW WORKSHEET – form attached for your convenience, please fill out all information and if something is inapplicable, please do not leave it blank, just put N/A. This document is important for the Lender(s) to understand your current monthly financial picture so they can determine what payment you can afford.

That is it for now. These documents, in our experience, will suffice for most lenders and we have requested them from you in an effort to streamline the process and gain quick results. However, please understand that each lender is different in their requirements and, also, lenders are constantly changing their requirements. Therefore, we may need to send you new documents and ask for more information depending your lender(s) requests.

Thank you for your business and please feel free to contact us with any questions.

Very truly yours,

MICHAEL HEITMANN

Encls.

Hardship Affidavit

Borrower Name(s) ("I"):

Property Address ("Property"):

Lender:

Loan Number:

I am submitting this letter to you in connection with my request for a modification of my existing mortgage(s). I have indicated by a checkmark one or more events ("Event(s)") that has contributed to my inability to remain current on my mortgage(s).

My checkmark below indicates the Event(s) that have contributed to my inability to pay.

Borrower Co-Borrower

- | | | |
|-------|-------|--|
| _____ | _____ | 1. I lost my job and now am unemployed |
| _____ | _____ | 2. My employer reduced my pay. Overtime eliminated, regular hours or base pay reduced. |
| _____ | _____ | 3. I am underemployed. I lost my job, but my new job pays less than my old job. |
| _____ | _____ | 4. A Borrower or primary wage earner in household has died. |
| _____ | _____ | 5. I am self-employed and have endured a decline in business earnings. |
| _____ | _____ | 6. My spouse, domestic partner, or co-Borrower has been incarcerated in jail. |
| _____ | _____ | 7. I have suffered a permanent or short-term disability. |
| _____ | _____ | 8. A serious illness has impacted a household member. |
| _____ | _____ | 9. I am now divorced/separated. |
| _____ | _____ | 10. My employer has suffered a natural or man-made disaster impacting my income (such as, wildfires, floods, hurricanes, etc.) |
| _____ | _____ | 11. I or a family member has suffered a disability or illness that results in an increase in uninsured major medical expenses. |
| _____ | _____ | 12. My house has been damaged by a natural or man-made disaster. |

_____ 13. I had to incur a significant expense to maintain the habitability or safety of my house or otherwise prevent a significant deterioration in its value if the house was not repaired.

_____ 14. I had to incur a significant expense to maintain the habitability or safety of my house or otherwise prevent a significant deterioration in its value if the house was not repaired.

_____ 15. I am overextended on all of my credit because I have been using credit cards, home equity loans, or other credit to pay my monthly Mortgage payments, medical obligations, food expenses or utility bills.

_____ 16. I am not working or receiving any income.

_____ 17. Other (please explain) _____

Borrower Acknowledgement

I hereby represent to the Lender that the identified Event has occurred and is the cause of my inability to pay my mortgage. Further, I understand and acknowledge that the Lender may investigate the accuracy of the identified Event(s), such as by requiring me to provide supporting documentation.

Borrower signature Date

Social Security # _____
E-mail address _____
Address _____

Phone # _____

Co-Borrower signature Date

Social Security # _____
E-mail address _____
Address _____

Phone # _____

Contact Info

Client Name _____

Home Phone # _____

Cell Phone # _____

Work# _____

Email _____

Property Address _____

Loan Balance _____

Interest Rate _____ Fixed/ARM _____

2ND Loan Balance _____

Interest Rate _____ Fixed/ARM _____

Est. Property Value _____

Mortgage Holder _____

2ND Mortgage Holder _____

Initial Questions

How many people occupy the home _____

How many family home do you own _____

Do you collect rent _____ If so list rental income(s) _____
(If so please provide rental or lease agreements with application).

How many people living in your house hold receive income _____

List the people receiving income separately

1. _____ (Pay pattern) Weekly or Bi weekly

Gross _____ Net _____ Monthly

2. _____ (Pay pattern) Weekly or Bi weekly

Gross _____ Net _____ Monthly

3. _____ (Pay pattern) Weekly or Bi weekly

Gross _____ Net _____ Monthly

4. _____ (Pay pattern) Weekly or Bi weekly

Gross _____ Net _____ Monthly

Are you Married or Single _____

How many children live in household _____

Do you currently occupy the property with intent to keep _____

Is your home currently listed for sale _____

Do you own any rental or invest properties _____

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RETAINER AGREEMENT

THIS AGREEMENT IS FOR COUNSELING SERVICES by and between _____
and _____ residing at _____, ("Client"), and Michael Heitmann, Attorney at Law, with the principal place of business located at 1855 Victory Boulevard, Staten Island, New York 10314 ("Attorney"). This Agreement constitutes a binding legal contract and should be reviewed carefully.

1. This Agreement confirms that Client has engaged Attorney to negotiate with Client's current lender(s) in an attempt to modify the terms of current loan(s) for the property located at _____. This agreement does not cover other related claims that may arise and may require legal services. This Agreement further confirms that Client has retained Attorney to represent Client in counseling and negotiating capacity only. No litigation or litigation related activities are contemplated at this time, and this agreement does not contemplate such matters. If such engagement were to be accepted by this firm in the future, the firm's representation would have to be evidenced by execution of another and separate retainer agreement. This agreement does not cover other related claims that may arise and may require legal services. Client authorizes Attorney to take any steps, which, in his sole discretion he deems necessary or appropriate to protect Client's interests in the matter. Attorney will use his best efforts to negotiate and counsel Client in matters related to the loan being negotiated. Should Client request Attorney to negotiate a deed in lieu of foreclosure or a short sale as an alternative to a Loan Modification, an additional fee shall be required.
2. Client is required to pay a flat fee for services in the amount of \$1,500.00 for one lender or \$2,500.00 for two lenders, which can be paid by credit card, cash or check. In addition, Client must pay all disbursements actually incurred by Attorney for Client's matter, including but not limited to postage and overnight mailings.
3. Client has the absolute right to cancel this Retainer Agreement at any time. Should Client exercise this right, Client will be charged only the time charges incurred within that period, based upon the hourly rate of \$250.00 and shall be entitled to a return of any unused retainer deposited with the Attorney. Attorney will provide an itemized bill to the Client showing the amount of retainer paid and the charges deducted therefrom. Although client may owe more than the amount already paid as the retainer, Attorney agree to not charge more than the initial retainer amount.

4. Client retains the right to accept or reject any modification proposed by a lender. Client agrees not to accept or reject any modification proposal without prior notice to Attorney.
5. If Attorney decides that there has been an irretrievable breakdown in the relationship between Attorney and Client, or a material breach of the terms of this Retainer Agreement, Attorney may cancel this retainer at anytime upon notice to Client.
6. Client acknowledges that he/she/they read this Agreement in its entirety, have had full opportunity to consider its terms, and have had full and satisfactory explanation of same, and fully understand its terms and agree to such terms.
7. Client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement.
8. Client acknowledges that he/she/they was provided with and read the Statement of Client's Rights and Responsibilities, a copy of which is attached to Client's Retainer Agreement.
9. Client shall provide Attorney, in a timely manner, all information requested. Failure by Client to provide Attorney with all information so requested within 30 days of such request shall constitute an irretrievable breakdown in the relationship between Attorney and Client and an attorney may cancel this retainer upon notice to Client. Client expressly represents and warrants that he/she/they will at all times provide this firm with information that is accurate and true to the best of Client's knowledge and belief. Client hereby agrees to defend the Attorney and hold the Attorney harmless from any and all liability arising whatsoever out of or in connection with Client's breach, in whole or in part, of the representations and warranties contained herein. Client hereby expressly authorized Attorney to provide copies of all information supplied and to relay all verbal information supplied to the Client's lenders and/or servicers.
10. It is specifically acknowledged that Attorney has made no representation to Client, express or implied, concerning the possible outcome of the loan modification. Client further acknowledge that Attorney has not guaranteed and cannot guarantee the success of any action taken on Client's behalf.
11. Client understands that Attorney is being retained but that Attorney has employees who will also undertake representation of you pursuant to this Retainer Agreement and that Attorney reserves the right to assign and delegate all aspects of such representation, in his sole discretion, as he deems appropriate.
12. The laws of the State of New York shall govern this Agreement and all parties agree to consent to the jurisdiction and venue of an appropriate court of subject matter jurisdiction located in New York. In the event litigation becomes necessary to adjudicate rights and responsibilities hereunder, Attorney shall be entitled to reasonable attorney fees and costs. This agreement contains the entire agreement of the Attorney and Client. All prior oral or written statements, representations, promises, understandings and Agreements of the parties are merged into and superseded by this Agreement, which alone fully and completely expresses their Agreement. This agreement shall be binding upon Company and Client and their respective heirs, executors, and assigns. This Agreement may not be amended, altered, changed, modified, or waived in any respect or particular unless the same shall be in writing signed by both parties. No waiver by any party of any breach hereunder

shall be deemed a waiver of any other or subsequent breach. This Agreement shall be deemed drafted by both parties in the event of ambiguity.

13. If this fee arrangement meets with Client's approval, kindly indicate your understanding and acceptance of the above by signing the letter below where indicated, and returning the original to this office.

I/WE HAVE READ AND UNDERSTAND THE ABOVE LETTER, HAVE RECEIVED A COPY AND ACCEPT ALL OF ITS TERMS:

CLIENT

Date:

CLIENT

Date:

ATTORNEY

Date:



Statement of Client's Rights

(As adopted by the Administrative Board of the Courts)

- 1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.*
- 2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).*
- 3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.*
- 4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.*
- 5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.*
- 6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.*
- 7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).*
- 8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.*
- 9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.*
- 10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.*



NEW YORK STATE BAR ASSOCIATION



Statement of Client's Responsibilities

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

- 1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.*
- 2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.*
- 3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.*
- 4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.*
- 5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.*
- 6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.*
- 7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.*
- 8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.*
- 9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.*
- 10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.*



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AUTHORIZATION LETTER

RE: Loan No. _____
Borrowers: _____
Premises: _____

To Whom It May Concern:

Please be advised that _____ AND
_____ have retained my services to represent them
with regard to the loan.

The Borrower's signature(s) on this letter shall be their express written consent for you to speak, negotiate and otherwise deal with me as their fully-authorized representative regarding this loan. The Borrowers are hereby authorizing you to release to anyone in this office any and all information regarding their financial information, such as the balance due on the Loan, together with the status of any escrow accounts and payments made.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MICHAEL HEITMANN

Acknowledged, Agreed and expressly
Authorized this ____ day of _____ 20__

Acknowledged, Agreed and expressly
Authorized this ____ day of _____ 20__

SS#

SS#

Cash Flow Worksheet

Monthly Income. Enter your gross and net (after taxes) income from all sources. For income received infrequently, such as bonuses or tax returns, calculate the annual income, then divide by 12 to find the monthly amount.

Source	Gross	Net
Job		
Spouse's job		
Part-time job		
Rental/room & board received		
Commissions/bonuses		
Tax refunds		
Investment income		
Government benefits		
Unemployment insurance		
Child support/alimony		
Support from family/friends		
Other		
Total		

Monthly Expenses. Since many expenses are variable, such as utilities and groceries, it is important to average these expenses. Other expenses are periodic (such as insurance or vehicle registration). Again, calculate the annual amount and divide by 12.

Category	Expense	Average Per Month	Goal Per Month
HOUSING	Rent/Mortgage		
	2nd Mortgage/Equity Line		
	Homeowner's/Renter's Insurance		
	Condo Fees/HOA Dues		
	Home Maintenance		
	Gas/Electric		
	Water/Sewer/Garbage		
	Telephone		
FOOD	Groceries/Household Items		
	At Work/School		
INSURANCE (Exclude payroll deducted amounts)	Health/Dental/Vision		
	Life/Disability		
MEDICAL CARE (Exclude payroll deducted amounts)	Doctor/Chiropractor		
	Optometrist/Lenses		
	Dentist/Orthodontist		
	Prescriptions		
TRANSPORTATION (Exclude payroll deducted amounts)	Car Payment #1		
	Car Payment #2		
	Auto Insurance		
	Registration		
	Gasoline/Oil		
	Maintenance/Repairs		
	Public Transportation/Tolls/Parking		
CHILD CARE (Exclude payroll deducted amounts)	Daycare		
	Child Support/Alimony		
SAVINGS	Emergency		
	Goals		
INCOME TAXES	Prior Year		
	Estimated Tax Payments (Self-Employed)		
UNSECURED DEBT	Loan payment		
	Credit Card #1		
	Credit Card #2		
	Credit Card #3		
	Credit Card #4		

Continued on next page

Category	Expense	Average Per Month	Goal Per Month
PERSONAL	Beauty/Barber		
	Clothing/Jewelry		
	Cosmetics/Manicure		
ENTERTAINMENT	Cable/Satellite		
	Movies/Concerts/Theater		
	Books/Magazines		
	CD/TapesA/ideos/DVD		
	Dining Out		
	Sports/Hobbies		
	VacationfiYavel		
MISCELLANEOUS	Banking Fees		
	Laundry		
	Union Dues		
	Internet Service		
	Pet Care		
	Gifts for Holidays/Birthdays		
	Cell Phone/Pager		
	Postage		
	Cigarettes/Alcohol		
	Contributions to Church/Charity		
	Other		
	Other		
	Other		
	Other		
	Other		
Other			
Other			
TOTALS (Include totals from page 1)			

Bottom Line. Once you have determined the total of your take-home pay and expenses you are ready to determine your bottom line. Subtract the total of all expenses including debt payments from your net income. If the result is a positive number, you can add the extra money to your savings to reach your goals sooner. If your expenses exceed your income, you'll need to make some adjustments to bring your finances back into balance.

Total Monthly Income	Total Expenses	Balance
	-	=