

Loan Modification Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #
City State Zip Code

Phone: () Mobile: () E-mail Address:

Social Security No.: _____ Date of Birth: _____

How many dependents do you have?

Have you ever declared for bankruptcy? _____
Yes No

If yes, when:

Co-Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #
City State Zip Code

Phone: () Mobile: () E-mail Address:

Social Security No.: _____ Date of Birth: _____

How many dependents do you have?

Have you ever declared for bankruptcy? _____
Yes No

If yes, when:

NO GUARANTY OF RESULTS. THE APPLICANT UNDERSTANDS THAT COMPLETING THIS APPLICATION DOES NOT IN ANY WAY MEAN THAT HOMESTART WILL PROVIDE ANY LOAN MODIFICATION SERVICES TO APPLICANT. HOMESTART WILL NOT PROVIDE ANY LOAN MODIFICATION SERVICES TO APPLICANT UNTIL HOMESTART HAS APPROVED THIS APPLICATION, ENTERED INTO A SEPARATE LOAN MODIFICATION SERVICES AGREEMENT WITH APPLICANT AND THE CONDITIONS DETAILED IN THE LOAN MODIFICATION SERVICES AGREEMENT ARE MET. APPLICANT FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER (A) HOMESTART'S ACCEPTANCE OR APPROVAL OF THIS APPLICATION; NOR (B) HOMESTART'S ENTRY INTO A LOAN MODIFICATION SERVICES AGREEMENT WITH APPLICANT IN ANY WAY MEANS THAT APPLICANT'S LENDER(S) WILL COMMUNICATE WITH HOMESTART NOR PROVIDE APPLICANT WITH ANY LOAN MODIFICATION OPTIONS. THE RESULTS OF HOMESTART'S ATTEMPTS TO MITIGATE APPLICANTS ACTUAL OR POTENTIAL LOSSES RELATED TO APPLICANTS RESIDENTIAL LOAN ARE NEVER PREDICATABLE AND THAT SUCH RESULTS WILL ALWAYS DEPEND. IN SIGNIFICANT PART, ON THE DECISIONS OF THIRD PARTYMORTGAGE LENDERS AND LOAN SERVICERS OVER WHICH HOMESTART HAS NO CONTROL. THE APPLICANT FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER HOMESTART NOR ANY OF ITS AGENTS, PRINCIPLES, EMPLOYEES, OR CONTRACTORS HAVE MADE NOR WILL MAKE ANY GUARANTY REGARDING ANY OF HOMESTARTS SERVICES OR ANY RESULTS TO BE ACHIEVED BY SERVICES PROVIDED BY HOMESTART PURSUANT TO THIS APPLICATION OR ANY SUBSEQUENT LOAN MODIFICATION SERVICES AGREEMENT.

INDEMNIFICATION. To the fullest extent permitted by applicable law, Applicant shall and hereby does agree to forever hold harmless and indemnify Homestart (including its agents, principals, employees, assigns, successors, and contractors) from and against any and all claims, complaints, disputes, suits, prosecutions, losses, injuries, costs, fees, judgments, and/or damages resulting from or arising out of this Application and any subsequent Loan Modification Services Agreement and/or any Homestart's actions or omissions pursuant thereto.

RIGHT TO REFUSE SERVICES. Homestart may refuse service to any potential Applicant for any reason permitted by applicable law. To the extent Applicant does not timely comply with any of Homestart's reasonable requests for information and documentation necessary (in Homestart's opinion) to effectively perform any of the services described in this Application or the Loan Modification Services Agreement, Homestart may refuse to perform any further services. In the event Homestart refuses to perform any Loan Modification Services, Homestart shall have no obligation to return or refund any payments made by Applicant pursuant to Homestart.

NO REPRESENTATION OR WARRANTIES. Homestart shall act in good faith and make reasonable efforts to provide any of the services described in this Application. However, notwithstanding anything to the contrary in this Application or any subsequent Loan Modification Services Agreement, HOMESTART MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL WRITTEN OR OTHERWISE) REGARDING THE RESULTS TO BE ACHIEVED THROUGH HOMESTART'S EFFORTS OR ACTION TAKEN IN BEHALF OF APPLICANT. NOTHING IN THIS APPLICATION, THE LOANMODIFICATION SERVICES AGREEMENT, OR IN ANY OTHER COMMUNICATION ACTION OR OMISSION OF AND BY HOMESTART, ITS PRINCIPALS, AGENTS, EMPLOYEES, ASSIGNS OR CONTRACTORS SHALL CONSTITUTE A REPRESENTATION AS TO THE RESULTS TO BE ACHIEVED, THE COSTS OR FEES TO BE RECOVERED. THE TAXES TO BE REDUCED OR THE MEASURES TO BE TAKEN TO ACHIEVE RESULTS, OR SUCCESS RATE THEROF.

GOVERNING LAW & JURISDICTION. All of the provisions of this Agreement shall be governed by and interpreted according to the laws of the State of California. The venue for any action, complaint, or dispute arising out of or related to this Application and any subsequent Loan Modification Services Agreement shall be San Diego, California and any complaint arising out of this Application or subsequent Loan Modification Services Agreement shall be filed in a competent court located in the Central Division of the County of San Diego, California.

1. Client represents, warrants, and guarantees payment dates will be honored and paid if deposited by the company on or after the applicable Deposit Date and (ii) client has provided Company with a legible copy of client's current and valid driver's license. Client promises to pay Homestart the face amount of any Hold Check amount that is dishonored along with a service charge of \$25.00 or such greater amount as may be allowed by law, interest, penalties, costs and reasonable attorney's fees.
2. Homestart is an intended beneficiary of this Agreement, and the parties agree that this Agreement shall be governed by the laws of California, Venue for any action arising out of this Agreement to which Homestart is a party, shall be in the state of California.
3. If there is a conflict between any part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected shall be stricken only to the extent necessary to bring it within the requirements of the law or regulation.

STOPPED OR BOUNCED CHECKS
<p>If your check bounces or is denied or stopped you could be liable for three times the amount of the charge or \$500.00, whichever is greater.</p> <p>Sec. 1719 (Chapter 522, California Civil Code Section 1983) A person writing a ASF check is liable for treble damages under California Civil Code Section 1719 unless that person pays the face amount of the check, the service charge, and the cost of mailing a written demand by certified mail within 30 days of mailing this notice. Treble charges shall not be less than \$100 dollars or more than \$1,500 dollars. Bad check writers can also face criminal charges.</p>

By signing below, I certify that I read and understand the entire Application and do not have any questions about its terms; I certify that all information that I have provided is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Signature: _____ Date: _____

Thank you for choosing Homestart to modify your home loan(s). Please email the Application as an attachment to Intake Processing at intake@yourhomestart.com. Once Homestart receives your application you will be notified and instructed on the additional items we will need to start the loan modification process. If you have any questions please call us at 858-581-1800. We look forward to helping you!