



Rushmore Loan Management Services LLC  
15480 Laguna Canyon  
Irvine, CA 92618  
(888) 202-0878 Phone  
(888) 491-6397 Fax

Dear Borrower(s):

Rushmore Loan Management Services (Rushmore) understands that you may be experiencing a temporary or long-term hardship and need help. Rushmore wants to assist you with possible loss mitigation options that may be available to you. Depending on your specific loan and circumstances, these options may include, but are not limited to, the following: repayment plan, forbearance, loan modification, short sale or deed in lieu of foreclosure.

### **WHAT SHOULD I DO?**

- Complete, sign and return the Borrower Assistance Application and, if applicable, the Third Party Authorization Form, any Non-Borrower Contribution Letter and a Credit Report Authorization for the Non-Borrower Contributor as instructed.
- Send all required supporting documents (such as paystubs, bank statements, tax returns) for all Borrowers and Non-Borrower Contributors.
- Send all these documents to Rushmore in one of the following ways:

***By Mail:***

Rushmore Loan Management Services LLC  
15480 Laguna Canyon Road  
Irvine, CA 92618  
Attention: Home Retention

***By Secure Fax:*** 949 -341 2238

- Keep a copy of all submitted documents for your records.

### **HOW LONG WILL THE REVIEW PROCESS TAKE?**

- We will confirm receipt of your Borrower Assistance Application in writing within five (5) business days after receipt.
- We will let you know if any information or documents are missing and how much time you have to provide the missing information to us.
- We will evaluate you for all loss mitigation options available for your loan and circumstances once your Borrower Assistance Application is complete.
- We will let you know in writing within 30 calendar days from the date your Borrower Assistance Application is complete what, if any, options are available to you.



**This completed Borrower Assistance Application and all required documentation must be sent to one of the following locations:**

<b>Mail:</b> Attn: Loss Mitigation Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Irvine, CA 92619	<b>Secure Fax:</b> 949-341-2238
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**Questions:** Call us at 888-504-7300 M-Th 6:00 am PST to 7:00 pm PST or  
F 6:00 am PST to 6:00 PST.

### BORROWER ASSISTANCE APPLICATION

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this application along with other required documentation to be considered for available options. You must disclose information about (1) your intentions to either keep or transition out of the property; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency or representative, if any.

You must disclose information about your income, expenses and assets. This application also lists the required income documentation that you must submit in support of your request for assistance. You must also complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

When you sign and date this application you will make certain certifications, representations and agreements, including certifying that the information you provide in the application is accurate and truthful and that the identified hardship has contributed to your need for mortgage relief.

*This application requires a completed and signed IRS Form 4506-T, the required income documentation, the required hardship documentation, a signed and completed Dodd-Frank Certification and, if applicable, a completed and signed Non-Borrower Contribution form*

Loan Number: \_\_\_\_\_ (found on your monthly mortgage statement)

I want to:  Keep the property  Vacate the property  Sell the property  Undecided

If you wish to keep the property, for how long? \_\_\_\_\_

The property is currently:  My primary residence  A second home  
 An investment property

The property is currently:  Owner occupied  Renter occupied  Vacant

## CONTACT INFORMATION

Borrower	Co-Borrower
Borrower Name: _____	Co-Borrower Name: _____
SSN _____ DOB _____	SSN _____ DOB _____
Home Phone # ( ) Best time to call: _____	Home Phone # ( ) Best time to call: _____
Cell/Mobile Phone # ( ) Best time to call: _____	Cell/Mobile Phone # ( ) Best time to call: _____
Email: _____	Email: _____

- My primary language is Spanish. This information will be used to assign you a Spanish-speaking representative when available after your application is received. *Mi lengua principal es el español. Esta información sera utilizada para asignar un representante que hable español cuando este disponible después que su aplicación ha sido recibida. Llámenos al teléfono indicado si necesita ayuda para completar esta aplicación.*

Mailing Address: _____
Property Address (if the same as mailing address, just write "same")
<p>Have you contacted a credit counseling agency? <input type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, provide counselor contact information:</p> <p>Agency Name: _____ Counselor Name: _____</p> <p style="padding-left: 200px;">Counselor Phone #: _____</p> <p style="padding-left: 200px;">Counselor email: _____</p> <p>Rushmore may contact this agency about my Loan. <input type="radio"/> Yes <input type="radio"/> No</p>
<p>Do you have a lawyer or other representative we should contact about this application?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, provide contact information:</p> <p>Law Firm Name (if any): _____ Representative Name: _____</p> <p style="padding-left: 200px;">Phone #: _____</p> <p style="padding-left: 200px;">Email: _____</p> <p>Rushmore should only contact this representative about my Loan. <input type="radio"/> Yes <input type="radio"/> No</p>

## PROPERTY INFORMATION

Estimated Market Value of the property \$ \_\_\_\_\_

Is the property listed for sale?  Yes  No If yes, what was the listing date?

Have you received an offer on the property?  Yes  No

Date of Offer: \_\_\_\_\_ Amount of Offer \$ \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Agent's phone #: \_\_\_\_\_

For Sale by Owner  Yes  No

Do you have condominium or homeowner association (HOA) fees?  Yes  No

Total monthly amount \$ \_\_\_\_\_

Name and Address that fees are paid to: \_\_\_\_\_  
\_\_\_\_\_

Who pays the real estate tax bill on the property?  I/we do  Servicer does

Are the taxes current?  Yes  No

Who pays the homeowners insurance policy on the property?  I/we do  Servicer does

Is the policy current?  Yes  No Name of Insurance Company: \_\_\_\_\_

Insurance Company Phone #: \_\_\_\_\_

Are there any liens/other mortgages or judgments on the property?  Yes  No

If yes, provide :

Lien holder/Servicer name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Balance Amount: \$ \_\_\_\_\_ Monthly payment amount: \$ \_\_\_\_\_

Lien holder/Servicer name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Balance Amount: \$ \_\_\_\_\_ Monthly payment amount: \$ \_\_\_\_\_

Lien holder/Servicer name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Balance Amount: \$ \_\_\_\_\_ Monthly payment amount: \$ \_\_\_\_\_

## MORTGAGE INFORMATION

Has the mortgage on your property ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification?  Yes  No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification?  Yes  No

## BORROWER INFORMATION

Have you or the co-borrower filed bankruptcy?  Yes  No  
 Chapter 7  Chapter 11  Chapter 12  Chapter 13

Has the bankruptcy been discharged?  Yes  No Bankruptcy Case No. :  
Has/was the mortgage on the property been reaffirmed?  Yes  No  Don't know

If you have or will receive a discharge from a bankruptcy and the mortgage was not reaffirmed in the case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout option discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options to retain your property.

## SERVICE MEMBERS

Is any borrower an active duty service member?  Yes  No  
If yes, has any borrower been deployed away from his/her primary residence or received a permanent Change of Station order?  Yes  No  
Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death?  Yes  No

## EMPLOYMENT INFORMATION

### Borrower

Company Name: \_\_\_\_\_ Start Date: \_\_\_\_\_  
Job Title: \_\_\_\_\_

### Co-Borrower

Company Name: \_\_\_\_\_ Start Date: \_\_\_\_\_  
Job Title: \_\_\_\_\_

## OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

Complete this section **ONLY** if you are requesting mortgage assistance for a property that is not your principal residence.

I am requesting mortgage assistance with a rental property that is not your principal residence. ?

Yes  No

I am requesting mortgage assistance with a second or seasonal home:  Yes  No

If "Yes" to either, I want to:  Keep the property  Sell the property

Property Address: \_\_\_\_\_ Loan Number: \_\_\_\_\_

Do you have a second mortgage on the property?  Yes  No

If "yes": Service Name: \_\_\_\_\_ Loan Number: \_\_\_\_\_

Do you have condo or Homeowner's association (HOA) fee?  Yes  No

If "Yes": Monthly Fee: \_\_\_\_\_ Are HOA fees current?  Yes  No

Name and address fees are paid to: \_\_\_\_\_

Does your mortgage payment include taxes and insurance?  Yes  No

If "NO": Are taxes and insurance paid and current?  Yes  No

Annual Homeowner's Insurance: \_\_\_\_\_ Annual Property Taxes: \_\_\_\_\_

Vacant and available for rent

Occupied by a tenant as their principal residence

Other: \_\_\_\_\_

If rental property is occupied by a tenant:

Term / Lease of Occupancy: MM/DD/YYYY-

MM/DD/YYYY: \_\_\_\_\_

Gross Monthly Rent: \_\_\_\_\_

If rental property is vacant, describe efforts to rent property: \_\_\_\_\_

If applicable, describe relationship and duration of non-rent paying occupant of rental property:

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Is the property for sale?  Yes  No If "Yes" Listing Agent Name: \_\_\_\_\_

Listing Agent Phone #: \_\_\_\_\_

Listing Date: \_\_\_\_\_ Have you received purchase offer?  Yes  No

Amount of Offer: \_\_\_\_\_ Closing Date: \_\_\_\_\_

## RENTAL PROPERTY CERTIFICATION

**You must complete this certification if you are requesting mortgage assistance with respect to a rental property.**

\_\_\_\_\_ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this section and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspaper, websites, or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intent to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The Term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) exclusive of my primary residence.

**Notwithstanding the residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.**

This certificate is effective on the earlier of the date listed below or the date the RMA is received by you servicer.

Initials: \_\_\_\_\_ Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

## FINANCIAL INFORMATION

### Borrower

#### Monthly Income

#### Borrower Assets

Gross Wages	\$	Checking Account	\$
Overtime	\$	Checking Account	\$
Child support/alimony*	\$	Savings/money market	\$
Non-taxable Social Security/SSDI	\$	Stocks/bonds/CDs	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Expected assets (e.g., inheritance, tax, returns, etc.)	\$
Tips, commissions, bonus and self-employment income	\$	Total amount in additional assets (e.g. trusts)	\$
Rents received	\$	Other real estate owned (estimated value)	\$
Unemployment income	\$	Retirement	\$
Food stamps/welfare		Other cash on hand	
Other		Other	

### Co-Borrower

#### Monthly Income

#### Borrower Assets

Gross Wages	\$	Checking Account	\$
Overtime	\$	Checking Account	\$
Child support/alimony*	\$	Savings/money market	\$
Non-taxable Social Security/SSDI	\$	Stocks/bonds/CDs	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Expected assets (e.g., inheritance, tax, returns, etc.)	\$
Tips, commissions, bonus and self-employment income	\$	Total amount in additional assets (e.g. trusts)	\$
Rents received	\$	Other real estate owned (estimated value)	\$
Unemployment income	\$	Retirement	\$
Food stamps/welfare		Other cash on hand	
Other		Other	

\*Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.

### Monthly Household Expenses

First Mortgage	\$	Electric	\$
Second Mortgage	\$	Gas	\$
Homeowner's Insurance	\$	Trash	\$
Property Taxes	\$	Cable	\$
HOA/Cond Fees/property maintenance	\$	Cell phone	\$
Student Loan (if not deferred)	\$	Food	\$
Car Payment	\$	Clothing	\$
Credit Cards/Other Installment Loans (minimum monthly payment)	\$	Out of pocket medical/dental expenses	\$
Car Expense/Gas	\$	Life Insurance	\$
Alimony/ Child Support Payments	\$	Mortgage Payments on other properties	\$
Hobbies/Entertainment		Other	



If you want Rushmore to consider Non-Borrower/Contributor Income (a person who resides in the property or contributes to household income but is not a listed Borrower on the Loan), please submit a completed and signed Non-Borrower Contribution form with this application.

## REQUIRED INCOME DOCUMENTATION

*Additional documentation may be required if income not supported.*

<p><b>Wage Earner</b></p> <ul style="list-style-type: none"> <li>Last 3 paystubs</li> <li>Last 3 months' bank statements</li> <li>Last year's full tax returns</li> <li>Last year's W-2s</li> </ul>	<p><b>Self-Employed</b></p> <ul style="list-style-type: none"> <li>Year to date Profit and Loss Last year's full tax returns (business and personal)</li> <li>Last 3 months' bank statements (business and personal)</li> </ul>	<p><b>Other Income</b></p> <ul style="list-style-type: none"> <li>Award letter/evidence of other income (e.g. social security income, disability income, alimony*, child support*, rental income, public assistance, etc.)</li> </ul>
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## HARDSHIP AFFIDAVIT

I (we) are having difficulty or expect to have difficulty making monthly mortgage payments because of the reason(s) set forth below. *Please check the primary reason and submit the required documentation demonstrating your primary hardship.*

**If your Hardship Is:**

**Then the required documentation is:**

<input type="radio"/> Unemployment	Please state dates of unemployment
<input type="radio"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances beyond your control (e.g., reduction in overtime or regular working hours, reduction in base pay)	Provide a written description of your circumstances below:
<input type="radio"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expense due to circumstances beyond your control	Provide a written description of your circumstances below:

<input type="radio"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or domestic partnership	<p>One of:</p> <ul style="list-style-type: none"> <li>• Divorce decree</li> <li>• Separation Agreement</li> <li>• Current credit report evidence divorce, separation or non-occupying borrower has different address</li> <li>• Recorded quitclaim deed evidencing that non-occupying borrower has relinquished rights to the property</li> </ul>
<input type="radio"/> Death of a borrower or death of a primary or secondary wage earner in the household	<p>Either:</p> <ul style="list-style-type: none"> <li>• Death certificate</li> <li>• Obituary or newspaper article reporting the death</li> </ul>
<input type="radio"/> Long-term or permanent disability; serious illness of a borrower or dependent family member	<p>One of:</p> <ul style="list-style-type: none"> <li>• Proof of monthly insurance benefits or government assistance, if applicable</li> <li>• Written statement or other documentation verifying disability or illness</li> <li>• Doctor's certificate of illness or disability</li> <li>• Medical Bills</li> </ul> <p><i>None of the above shall require providing detailed medical information</i></p>
<input type="radio"/> Disaster (natural or man-made) adversely impacting the property or a borrower's place of employment	<p>One of:</p> <ul style="list-style-type: none"> <li>• Insurance claim</li> <li>• Federal Emergency Management Agency grant or Small Business Administration loan</li> <li>• Borrower or employer property located in a declared disaster area</li> </ul>

<input type="radio"/> Distant employment transfer/relocation	<p><b>For active duty service members:</b> Note of Permanent Change of Station (PCS) or actual PCS orders</p> <p><b>For employment transfers/new employment:</b> One of:</p> <ul style="list-style-type: none"> <li>• Copy of signed offer letter/employer notice showing employment location</li> <li>• Pay-stub from new employer</li> <li>• if none of the above, written explanation</li> </ul> <p>Also provide documentation showing any relocation assistance</p>
<input type="radio"/> Business Failure	<p>Tax Return from previous year (with schedules) AND Proof of business failure supported by one of the following:</p> <ul style="list-style-type: none"> <li>• Bankruptcy filing for business</li> <li>• 2 months recent bank statements for business account evidencing cessation of business activity</li> <li>• Most recent signed and dated quarter or year to date profit and loss statement</li> </ul>
<input type="radio"/> Other	<p>Provide a written description of hardship below and any relevant documentation:</p>

## INFORMATION FOR GOVERNMENT MONITORING PURPOSES

For federal government programs, 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 service is required to note the information on the basis of visual observation or surname if you have made a request of loan modification in person. If you do not wish to furnish this information indicate below.

<b>Borrower</b> <input type="radio"/> I do not want to furnish this information	<b>Co-Borrower</b> <input type="radio"/> I do not want to furnish this information
Ethnicity <input type="radio"/> Hispanic/Latino <input type="radio"/> Not Hispanic/Latino	Ethnicity <input type="radio"/> Hispanic/Latino <input type="radio"/> Not Hispanic/Latino
Race <input type="radio"/> American Indian/Alaska Native <input type="radio"/> Asian <input type="radio"/> Black/African American <input type="radio"/> Native Hawaiian/Other Pacific Islander <input type="radio"/> White	Race <input type="radio"/> American Indian/Alaska Native <input type="radio"/> Asian <input type="radio"/> Black/African American <input type="radio"/> Native Hawaiian/Other Pacific    Islander <input type="radio"/> White
Sex <input type="radio"/> Female <input type="radio"/> Male	Sex <input type="radio"/> Female <input type="radio"/> Male

## BORROWER/CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

I certify, acknowledge and agree as follows:

1. All information in this Borrower Assistance Application is truthful and the hardship I have identified as contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by Rushmore, the loan owner or guarantor of my loan, their agents or an authorized third party\*, and I may be required to provide additional supporting documentation.
3. Knowingly submitting false information may violate federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage loan, engaged in fraud or misrepresented any fact(s) in connection with this application or if I do not provide all required documentation, Rushmore may cancel any mortgage relief granted and may pursue foreclosure on my property and/or pursue any available legal remedies.
5. Rushmore is not obligated to offer me assistance based solely on the representations in this application or other documentation submitted in connection with my requested.
6. I may be eligible for a trial plan, repayment plan or forbearance plan. If I am eligible for one of these
  - a. All the terms of this Acknowledgement and Agreement are incorporated into such plan.
  - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the plan sent by Rushmore.
  - c. Rushmore's acceptance of any payment under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
  - d. Payments due under a trial plan for modification generally require escrow amounts. If I was not previously required to pay escrow amounts and my trial plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously requirement to pay escrow amounts and my repayment plan for forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. Rushmore may obtain a current credit report on all borrowers obligated on the Note.
9. Rushmore or my designated representative or counseling agency will collect and record personal information that I submit in or related to this application and during the evaluation process. This personal information may include (a) my name, address and telephone number, (b) my social security number, (c) my credit score, (d) my income and (e) my payment history and information about my accounts and activity. I understand and consent to this as well as your disclosing this information and the terms of any relief granted to any investor, insurer or guarantor of my loan and if applicable, to the US Department of Treasury, Fannie Mae and Freddie Mac (and their agents) in conjunction with their responsibilities under the Making Home Affordable program.
10. I consent to being contacted concerning this request for mortgage assistance and all other matters concerning my loan at any e-mail address or cellular or mobile telephone number I have provided to Rushmore. This includes text messages and telephone calls (including those made by an automated dialer) to my cellular or mobile telephone.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

## 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 if you may be eligible for assistance under the Making Home Affordable Program. 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 USC 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 understand that the Servicer, the United States Department of the Treasury or their respective agents may investigate the accuracy of my/our statements by performing routine background checks, including automated searches of federal, state or 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 certification is effective on the earlier of the date listed below or the date this application is received by the Servicer.

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Borrower Signature

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Date of Birth

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Date of Birth

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Social Security Number

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Co-Borrower Signature

---

Date of Birth

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Date of Birth

---

Social Security Number

Use this form for an individual who resides at your property address or contributes to household income who is not listed as a borrower on the loan.

Borrower Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Property Address: \_\_\_\_\_

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Non-Borrower Contributor Name: \_\_\_\_\_

Non-Borrower Contributor Address: \_\_\_\_\_

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Non-Borrower Contributor Social Security No.: \_\_\_\_\_

My income has been previously used in an evaluation for a HAMP modification for a principal residence.  Yes  No

A mortgage of any other property I own has had a permanent HAMP modification.  
 Yes  No

Monthly Income

Gross Wages	\$
Overtime	\$
Child support/alimony*	\$
Non-taxable Social Security/SSDI	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$
Tips, commissions, bonus and self-employment income	\$
Rents received	\$
Unemployment income	\$
Food stamps/welfare	
Other	

*\*Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.*

By signing below, I agree to the following

- I request that my income be included in the review of the modification request by the above referenced borrower(s).
- I contribute/will contribute for the foreseeable future : (check one)  
 \$ \_\_\_\_\_ monthly to the household  100% of my income
- I will provide documentation supporting my income upon request.
- I authorize Rushmore or its agents to obtain my credit report in connection with your evaluation of the Borrower's request for assistance.

\_\_\_\_\_  
Signature of Non-Borrower Contributor

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

### **WILL INCOME DOCUMENTATION THAT I SUBMIT EXPIRE AT ANY POINT?**

- Any income documentation that you submit as part of your Borrower Assistance Application will be good for a period of 90 days from the date received by Rushmore. Generally, a decision will be made on your Borrower Assistance Application prior to the time that documentation you submit would expire.
- Income documentation includes items that would document your monthly income, such as paycheck stubs and bank statements.

### **WILL I BE CONSIDERED FOR ALL TYPES OF LOSS MITIGATION OPTIONS?**

- We service loans for many different types of loan owners. Each loan owner decides what options to offer and when and under what circumstances they will be offered. Some loan owners may not offer loan modification options or may limit the number of times or the time periods during which it will offer certain options. Some loan owners may offer different options depending on whether the property is a primary residence, second home or investment property or is vacant. You will be considered for all loss mitigations that are offered by the particular owner of your loan for the particular type of loan that you have and under your specific circumstances.
- If your loan is a government-insured loan (e.g., FHA, VA or USDA), the government agency determines what options may be offered and when they may be offered.
- If your loan is eligible for evaluation under Government's Home Affordable Modification Program ("HAMP"), we will determine if you qualify for a modification under HAMP before evaluating you for any available proprietary loan modification. HAMP regulations determine who is eligible and when loan modifications must be offered. In addition, your loan owner must have agreed at the time it acquired your loan that it would be HAMP eligible. Most of the loans serviced by Rushmore are not eligible for modification under HAMP.

### **WILL MY CREDIT SCORE BE AFFECTED?**

- We are required to report the delinquency status of your loan as well as your entry into a Repayment Plan, Forbearance Plan or Trial Period Payment Plan to the credit reporting agencies in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
- The acceptance of a foreclosure prevention option may affect your credit score, depending on your individual credit history. Credit scoring companies generally consider entering to a plan with reduced payments as increasing your credit risk. Therefore, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your loan or otherwise have a good score.



### **WILL THERE BE ANY TAX CONSEQUENCES?**

- Depending on the loss mitigation option or terms of an option you are offered, there may be tax consequences to such a transaction. For example, debt forgiveness may be taxable income to you.
- Rushmore does not provide tax advice. You should consult your tax advisor or an attorney about any potential tax consequences of an offered loss mitigation option.

### **WILL YOU CONTINUE COLLECTION OR FORECLOSURE ACTIVITIES?**

- **You should continue to make all required monthly payments on your loan if you can.**
- We may continue collection and/or foreclosure activity as allowed under applicable federal and state laws until a foreclosure prevention option has been approved and is completed.
- If you submit a complete Borrower Assistance Application, we will not commence a foreclosure proceeding unless:
  - You do not accept an offered option within the specified time period.
  - You are denied for all available options to foreclosure and any applicable appeal period has expired.
  - You breach the terms of the option you were offered and you accepted.

### **WHAT IF MY PROPERTY IS SCHEDULED FOR A FORECLOSURE SALE?**

- In general, we will not evaluate a Borrower Assistance Application that is submitted shortly before a scheduled foreclosure sale date. This means that, in general, in order for your Application to be evaluated, your complete Borrower Assistance Application must be received by Rushmore:
  - **For HAMP eligible loans: at least 7 business days prior to the scheduled foreclosure sale date**
  - **If the property is in California, Washington or Nevada and is your primary residence: at least 7 business days prior to the scheduled foreclosure sale date**
  - **For all other loans: at least 38 calendar days prior to the scheduled foreclosure sale date**
- **If a foreclosure sale is pending but there is no specific date scheduled for the sale, a court with jurisdiction over the foreclosure or a public official charged with carrying out the sale may not halt the sale even if we approve you for a foreclosure alternative prior to the sale.**

### **WILL I NEED AN APPRAISAL ON MY HOME?**

Depending on the type of option, you may receive a call from a property appraiser and/or real estate broker to make arrangements to gain access to your property to determine its value. The cost of the appraisal will be added to your loan account.

### **WHAT IF I AM AN ACTIVE SERVICE MEMBER?**

The Servicemembers Civil Relief Act provides certain legal protections and debt relief to service members on active duty or the dependents of active servicemembers. Please visit [www.militaryonesource.com](http://www.militaryonesource.com) for information and assistance with budgeting, debt reduction and credit issues or call toll free from within the U.S. at 800-342-9647 or from outside the U.S. at 800-342-6477 or International Collect at 484-530-5908. Please let Rushmore know if you are an active service member experiencing financial difficulty. Even if you are not entitled to protection under the Servicemembers Civil Relief Act, Rushmore may be able to help you under its service members relief program.

### **ARE THERE OTHER RESOURCES AVAILABLE TO ME?**

The U.S. Department of Housing and Urban Development (HUD) sponsors non-profit homeownership counseling agencies across the country. Call 800-569-4287 or visit [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp) for a list of HUD-approved agencies in your area. In addition, many state regulatory authorities maintain lists of non-profit homeownership counseling agencies available to borrowers in that state. The New York State Department of Financial Services' website ([www.dfs.ny.gov](http://www.dfs.ny.gov)) or the Division of Housing and Community Renewal's website ([www.nyshcr.gov](http://www.nyshcr.gov)) can provide names of counseling agencies assisting New York borrowers. For borrowers in other states, please check your state's regulatory websites.

**RUSHMORE IS REQUIRED BY LAW TO INFORM YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR. HOWEVER, THE PURPOSE OF THIS COMMUNICATION IS TO OFFER YOU LOSS MITIGATION ASSISTANCE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ON ANY SUCH OBLIGATION.**

## STATE SPECIFIC NOTICES

### **The following notice applies to California residents only:**

*The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).*

### **The following notice applies to Colorado residents only:**

*Please note: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.*

*FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). Please be advised that you can reach the Colorado Foreclosure Hotline at 1-877-601-HOPE.*

If you have any questions regarding this letter, please contact:

Irvin Borenstein  
13111 E. Briarwood Ave. Ste #340  
Centennial, CO 80112  
Phone: 303-309-3839

### **The following notice applies to Massachusetts residents only:**

*NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.*

**The following notice applies to Texas residents only:**

Statement: Pursuant to Texas Finance Code Chapter 158.101, a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan.

"COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 North Lamar, Suite 201, Austin, Texas 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT (877) 276-5550"

**The following notice applies to New York residents only:**

NOTICE PURSUANT TO NEW YORK STATE BANKING REGULATION 419

Rushmore is registered with the Superintendent of Banks for the State of New York. A borrower may file a complaint about Rushmore Loan Management Services with the New York State Banking Department. A borrower may obtain further information from the New York State Banking Department by calling the Department's consumer Help Unit at 1-877-BANK-NYS or by visiting the Department's website at [www.banking.state.ny.us](http://www.banking.state.ny.us)

NMLS Unique ID Number 185729

New York Registered Mortgage Loan Servicer 185729

**The following notice applies to Hawaii residents only:**

Rushmore is licensed by the Division of Financial Institutions for the State of Hawaii. A borrower may file a complaint about Rushmore Loan Management Services with the Commissioner using the following address:

Division of Financial Institutions  
Department of Commerce and Consumer Affairs King Kalakaua Building  
335 Merchant Street, Rm. 221  
Honolulu, HI 96813

**The following notice applies to Montana residents only:**

Rushmore is licensed by the Division of Banking and Financial Institutions for the State of Montana. A borrower may file a complaint about Rushmore Loan Management Services with the Department:

Division of Banking and Financial Institutions

301 South Park, Suite 316, PO Box 200546, Helena, MT 59620

Phone: (406) 841-2920      Fax: (406) 841-2930

**The following notice applies to Arkansas residents only:**

Please note that Rushmore Loan Management Services LLC is licensed in Arkansas and that complaints about Rushmore Loan Management Services LLC may be submitted to the Arkansas Securities Department via the Department's website (<http://www.securities.arkansas.gov/>) or toll-free (800-981-4429).

## **GLOSSARY OF CERTAIN LOSS MITIGATION OPTION TERMS**

***Repayment Plan*** – Allows you to pay past due amounts on your loan over a specified time period to bring your loan current. Each plan payment includes your regular monthly payment plus a portion of the past due amount. The term of the loan will vary based on your ability to repay.

***Trial Period Plan/Forbearance*** – Forbearance allows you to temporarily suspend or reduce your payments for a specified time period. Under a trial period payment plan, you make specified payments over a short period of time to demonstrate your ability and willingness to pay a specified amount. The payment under a trial period plan may be higher than the original payment amount when your loan was originated.

Most of our loan owners require that you make a good faith payment (which is generally a percentage of the past due debt) in connection with a trial period payment plan. A Rushmore Home Retention Specialist can tell you if your loan owner normally requires a good faith payment and what the amount would be based on your loan owner's guidelines. As part of the borrower assistance application, you will be asked to submit proof that you have funds available for a good faith payment. You may submit a borrower assistance application even if you have less funds available for a good faith payment than that your Home Retention Specialist tells you is typically required, or if you do not have any funds available for such a payment. No payment is required to submit an application for a loan modification and no payment is required until after you have been approved for a trial period payment plan. If you are approved for a trial period payment plan, your plan will specify the amount of any required good faith payment. You must make your good faith payment for your plan to become effective. Any required good faith payment will be in addition to your regular monthly plan payments. The good faith payment is applied to reduce your outstanding debt.

***Loan Modification*** – Permanently modifies the terms of your loan. May change one or more terms of your loan in order to help you bring a defaulted loan current and prevent foreclosure. A loan modification may include one or more of the following:

- An interest rate reduction
- In certain cases, a forgiveness of a portion of principal
- An extension of the maturity of the debt
- Spreading the past due amount over the remaining term
- A deferment of a portion of the outstanding debt.

**Short Refinance** – Allows you to refinance your loan at less than the remaining balance of your loan. The owner of your loan agrees to forgive some of the principal balance. In most cases, you will be responsible for the costs of obtaining the new loan.

**Short Sale** – Allows you to sell your home for less than the remaining balance on your loan. The agreed upon net sale price of the home must be acceptable to the owner of your loan. The debt may be satisfied at the agreed upon sale price and terms. If the short sale is completed, you will not be responsible for the costs of sale (e.g., broker fees). Relocation assistance may be offered.

**Deed-in-Lieu** - A voluntary deed of the ownership of your home to the owner of your loan in satisfaction of some or all of your obligations under your loan. This action will not save your home but may aid you in qualifying for another mortgage in the future. This option may have a less negative impact on your credit than a foreclosure. There cannot be any problems with the title to your property, such as outstanding liens that cannot be satisfied. Rushmore will request a title report on your home. If a deed-in-lieu is not completed, the costs of this report will be added to your loan balance. Relocation assistance may be offered.

**Reinstatement** – Payment of the total amount you owe in a lump sum payment and by a specific date. This brings your loan current. This may follow a forbearance.

**Consent to Judgment** – If you are unsuccessful in selling your home and do not qualify for a Deed-in-Lieu because of outstanding liens, this option may be available to you. You agree to a quick foreclosure. Relocation assistance may be offered.

**Settlement** – A mutual agreement between you and Rushmore whereby Rushmore, on behalf of the loan owner, agrees to accept less than the full amount of your loan balance in full satisfaction of your loan. You retain full ownership of your home.