

Stephen L. Vinson, Jr., P.A.

Stephen L. Vinson, Jr., Esq.

1200 Brickell Avenue, Suite 1230

Miami, Florida 33131

P: 305.375.9510 / F: 305.375.9511

TAX ID NO.: 65-0546528

steve@universaltitlelaw.com

emi@universaltitlelaw.com



From: Stephen L. Vinson, Jr., P.A. and Universal Title Company

Dear Homeowner,

We look forward to working together on the short sale of your property.

All short sale transactions are unique and while some may get approved within weeks or even days, others may and do take a longer time. In order to get a faster response from your lender(s), we will ask for your full cooperation. Initially, you will be required to complete a series of forms (see checklist below and forms attached), but it is up to your lender(s) to request additional information and/or documentation. It is imperative for you to be responsive to these requests. The faster that we turn-around documents, the faster the file gets sent to and reviewed by the investor(s) of your loan.

The listing agent is also a crucial party to this process as a lot of information will also be requested from them. We will update you and your agent regularly and should you have any questions or would like to inquire about the status of your short sale, please do not hesitate to e-mail us at: **emi@universaltitlelaw.com and/or steve@universaltitlelaw.com.**

Please go over the paperwork and call us if you have any questions or concerns. Time is everything during the short sale process so please complete everything as soon as possible and **fax** the paperwork to **305-375-9511**, or you can **e-mail** the paperwork to: **emi@universaltitlelaw.com and/or steve@universaltitlelaw.com.**

Upon receipt of your completed documents we will initiate your file and begin the negotiation process with your lender(s). Should we need additional information or documents, we will advise.

We look forward to negotiating the best deal and outcome possible for you.

Sincerely,

Stephen L. Vinson, Jr., Esq.

Universal Title Company

1200 Brickell Avenue, Suite 1230

Miami, FL 33131

P: 305.375.9510, Ext. 200

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Short Sale Processing Document Checklist

HOMEOWNER DOCUMENTS

- Letter of Authorization and Release
- Borrower's Information Sheet
- Hardship Letter (must be a detailed account of hardship, must be signed and dated)
- Financial Statement (Profit & Loss Statement or Budget - must be signed and dated)
- Copies of the TWO most recent tax return
- Copies of most recent mortgage statement(s)
- Copies of TWO most recent pay-stubs (continue to send us most recent one, if no pay-stubs a letter of explanation, signed and dated. If self-employed, a signed and dated profit and loss statement will be required)
- If unemployed, copy of the unemployment benefits award letter (if not receiving benefits, a letter of explanation as to how you are managing)
- Copies of TWO most recent bank statements, all pages (continue to send us most recent one)
- Short Sale Liability Disclaimer, Client's Responsibilities, Processing Disclosures and Hold Harmless Agreement
- Affidavit of Arm's Length Transaction
- UTC Short Sale Addendum

LISTING AGENT REQUIRED DOCUMENTS

- Purchase/Sales Contract and ALL addendums
- MLS Sheet
- Picture of Property
- Comparables
- Listing Agreement
- Contact Information for Selling Agent (SELLING AGENT NAME, COMPANY, PHONE, E-MAIL ADDRESS, FAX, ETC.)

SELLING AGENT REQUIRED DOCUMENTS

- Buyer's Contact Information (phone numbers and e-mail addresses)
- Buyer's Proof of Funds or Pre-Qualification Letter
- Buyer's Lender Contact Information

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LETTER OF REPRESENTATION / AUTHORIZATION TO RELASE INFORMATION

LENDER:	
FAX:	
BORROWER'S NAME:	
PROPERTY ADDRESS:	
LOAN NO.:	

Please accept this letter as formal notice that **STEPHEN L. VINSON JR., P.A. & UNIVERSAL TITLE CO.**, along with their **Designated Support Representative, Emi Roman-Castro** and my listing agent _____ of _____ Realty, represent my (our) interests in connection with the above-referenced matter.

Mr. Vinson and/or his designated support staff, including but not limited to **EMI ROMAN-CASTRO, ISA VINSON**, AND _____ OF _____ REALTY, are authorized to speak on my (our) behalf in connection with any foreclosure action (if applicable), short sale negotiation (if applicable), and any other matters relating to the proposed loss mitigation for the above-referenced property and you are hereby authorized to release any and all information in connection with the above-referenced loan/litigation to them, respectively.

Borrower Signature	SSN	DATE
Co-Borrower Signature	SSN	DATE

**This AUTHORIZATION/LETTER OF REPRESENTATION is good for one (1) year.
Password: UNIVERSAL**

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SHORT SALE CLIENT INFORMATION - Page 1 of 2

PRIMARY BORROWER NAME:	
MARITAL STATUS:	
PROPERTY ADDRESS:	
MAILING ADDRESS:	
HOME PHONE AND CELL:	
PRIMARY BORROWER'S SSN:	
PRIMARY BORROWER'S E-MAIL:	
CO-BORROWER NAME:	
CO-BORROWER'S SSN:	
CO-BORROWER'S E-MAIL:	

1st Lender	Loan No.:
	Phone No.:
	Principal Balance:
	How many months late: _____
	Foreclosure Notice: Yes or No Case No. _____
2nd Lender	Loan No.:
	Phone No.:
	Principal Balance:
	How many months late: _____
	Foreclosure Notice: Yes or No Case No. _____
3rd Lender	Loan No.:
	Phone No.:
	Principal Balance:
	How many months late: _____
	Foreclosure Notice: Yes or No Case No. _____

Other liens on the property? If so, please list in a separate page.

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SHORT SALE CLIENT INFORMATION - Page 2 of 2

IS THIS PROPERTY YOUR **PRIMARY** RESIDENCE: Yes or No

If no, please circle one: Investment Second Home Other

Is property **vacant**: Yes or No If so, since when: _____

Is there a **tenant** in the property: Yes or No

Association Information	Name of Association:
	Office Phone Number:
	Management Company:
	Mgmt. Co's Phone Number:
	Phone No.:
	Contact Person: How many months late: _____ Foreclosure Notice: Yes or No Case No. _____
Sub-Association Information	Name of Association:
	Office Phone Number:
	Management Company:
	Mgmt. Co's Phone Number:
	Phone No.:
	Contact Person: How many months late: _____ Foreclosure Notice: Yes or No Case No. _____
Other Association Information	Name of Association:
	Office Phone Number:
	Management Company:
	Mgmt. Co's Phone Number:
	Phone No.:
	Contact Person: How many months late: _____ Foreclosure Notice: Yes or No Case No. _____

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HARDSHIP LETTER

Mortgage Loan No(s) : _____

Property Address: _____

I/We, _____ am/are requesting my/our Mortgage Company, Investor, or Mortgage Insurer to review the attached financial statement for consideration of a Loan Modification and/or Pre-Foreclosure Short Sale. I am having difficulty paying my monthly mortgage payments due to the following reasons(s) :

- | | | |
|--|---|---|
| <input type="checkbox"/> Abandonment of Property | <input type="checkbox"/> Excessive Obligation | <input type="checkbox"/> Military Service |
| <input type="checkbox"/> Business Failure | <input type="checkbox"/> Fraud | <input type="checkbox"/> Payment Adjustment |
| <input type="checkbox"/> Casualty Loan | <input type="checkbox"/> Illness in Family | <input type="checkbox"/> Payment Dispute |
| <input type="checkbox"/> Curtailment of Income | <input type="checkbox"/> Illness of Seller | <input type="checkbox"/> Property Problems |
| <input type="checkbox"/> Death in Family | <input type="checkbox"/> Inability to Rent Property | <input type="checkbox"/> Title Problems |
| <input type="checkbox"/> Death of Seller | <input type="checkbox"/> Incarceration | <input type="checkbox"/> Inability to Sell |
| <input type="checkbox"/> Employment of Transfer | <input type="checkbox"/> Marital Difficulties | <input type="checkbox"/> Unemployment |

Brief explanation of hardship: _____

I believe my situation is Long Term and Permanent.

Sincerely,

Borrower

Date:

Co-Borrower

Date:

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ADDENDUM TO "AS-IS" CONTRACT FOR SALE AND PURCHASE
(Short Sale) - Page 2 of 2

title matters, Seller may, at Seller's option, choose to cancel this Contract rather than avail itself of the time provided in the Contract to cure title defects.

- 6. **Condo or Homeowner's Associations.** Buyer will be responsible for any and all fees to obtain association approval and/or estoppel letter(s) and shall supply said funds upon request by Universal Title Company. Buyer may be refunded for said costs at closing by Seller's lender provided the Seller's lender approves the charge on the final closing statement.
- 7. **Survey.** A survey will be required if this is a mortgage transaction. If this is a cash transaction, obtaining a survey will be at the Buyer's discretion. If required or requested, Closing Agent will provide Buyer with a quote for the cost of the Survey. Buyer shall supply said funds upon request by Universal Title Company. If this is a cash transaction and Buyer elects not to order a survey, Buyer's owner's title policy will contain an exception for any items that might have otherwise been revealed, if any, had a survey been ordered.
- 8. **Municipal Lien Search.** The undersigned Buyer acknowledges that Title Insurance does not insure outstanding water bills, permits, 159 liens and code violations not recorded in the Public Records. Closing Agent will give Buyer a quote for the service from one of its providers and Buyer will supply the funds to Closing Agent who will then order the Lien Letters on behalf of Buyer. Closing Agent will present the expense to the Seller's short sale lender to be charged to the Seller incidental to negotiations with the Seller's lender in order to secure the lender's approval to pay this charge. If Seller's lender approves the charge on the final HUD-1, Buyer shall be refunded payment of the municipal lien search.
- 9. Except as specifically set modified hereby, all of the provisions of the Contract and/or the Short Sale Addendum, which are not in conflict with the terms of this Addendum, shall remain in full force and effect. In the event of a conflict between the Contract and/or the Short Sale Addendum and this Addendum, the terms of this Addendum shall control.

BUYERS:

SELLER:

Name: _____
Date: _____

By: _____
Date: _____

Name: _____
Date: _____

By: _____
Date: _____

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ATTN: LISTING AGENTS

PLEASE COMPLETE THIS FORM AND PROVIDE US WITH THE REQUESTED DOCUMENTS.

- Fully executed Purchase Contract.
- Executed Listing Agreement.
- MLS Sheet.
- Property picture in PDF format.
- Selling Agent's Contact Information, especially e-mail address.

**PLEASE COMPLETE AND FAX BACK TO 305-375-9511 OR
E-MAIL TO EMI@UNIVERSALTITLELAW.COM**

SELLING AGENT

NAME:

COMPANY:

PHONE:

FAX:

E-MAIL

ADDRESS:

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AFFIDAVIT OF ARM'S LENGTH TRANSACTION - PAGE 1 OF 2

The undersigned parties, seller(s), buyer(s), selling agent and listing agent each truthfully represents, affirms, and states as follows with regards to the following described property:

Lot _____ Block _____ according to the Plat thereof as recorded in Plat Book _____ at Page _____ of the Public Records of _____ County, Florida.

a/k/a _____ (the "PROPERTY").

1. The purchase and sale transaction reflected in the Contract for Sale and Purchase (Contract) of the above referenced property is an "Arm's Length Transaction". This means that the transaction has been negotiated by unrelated parties, each of whom is acting in good faith and in his or her own self-interest, and that the sales price represents the fair market value of the Property.
2. No Buyer(s) or agent of Buyer(s) is a family member or business associate of the Seller(s).
3. No Buyer(s) or agent of Buyer(s) shares a business interest with the Seller(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected on the Contract.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyer(s) and/or their respective agents which allows the Seller(s) to remain the property as tenants or to regain ownership of the Property at any time after the consummation of this sales transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Contract.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final closing statement which was provided and approved by the short sale lender.
8. Each signatory to this Affidavit expressly acknowledges that the short sale lender and the closing agent and its underwriter are relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I declare under penalty of perjury under the laws of the State of Florida that all statements made in this Affidavit are true and correct. Additionally, I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1001, et sec.

_____	_____	_____	_____
Buyer	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Listing Agent	Date	Selling Agent	Date

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FINANCIAL STATEMENT

How many people are in the Household (Including yourself)?	
How much do you have in Voluntary Funds?	

(Borrower 1) Monthly Income from Employment	
(Borrower 1) Frequency of Pay Period	
(Borrower 1) Monthly Governmental Benefits and Insurance Income	
(Borrower 1) Monthly Unemployment Income	
(Borrower 2) Monthly Income from Employment	
(Borrower 2) Frequency of Pay Period	
(Borrower 2) Monthly Governmental Benefits and Insurance Income	
(Borrower 2) Monthly Unemployment Income	
Monthly Rental Income	
Monthly Alimony Income	
Monthly Child Support Income	
Other Monthly Income Description	
Other Monthly Income	
Total Monthly Income	

Monthly Auto Maintenance	
Monthly Food	
Monthly Medical/Dental	
Monthly Alimony Paid	
Monthly Child Support Paid	
Monthly Child Care	
Monthly Entertainment	
Monthly Tuition School Expenses	
Other Monthly Family Expenses Description	
Other Monthly Family Expenses	
Total Monthly Family Expenses	

Monthly HOA Dues	
Monthly Taxes	
Other Monthly Home Expenses Description	
Other Monthly Home Expenses	

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Total Monthly Home Expenses	
------------------------------------	--

Monthly Cable TV	
Monthly Electricity	
Monthly Natural Gas	
Monthly Phone/Internet	
Monthly Sewer/Water	
Other Monthly Utility Expenses Description	
Other Monthly Utility Expenses	
Total Monthly Utilities Expenses	

Monthly Dry Cleaning	
Monthly Parking	
Monthly Union Dues	
Other Monthly Work Expenses Description	
Other Monthly Work Expenses	
Total Monthly Work Expenses	

Monthly Auto Insurance	
Monthly Health Insurance	
Monthly Life Insurance	
Other Monthly Insurance Expenses Description	
Other Monthly Insurance Expenses	
Total Monthly Insurance Expenses	

Monthly Auto Payments 1	
Monthly Auto Payments 2	
Total Monthly Auto Payments	

Monthly Credit Card Payment 1	
Monthly Credit Card Payment 2	
Monthly Credit Card Payment 3	
Monthly Credit Card Payment 4	
Total Monthly Credit Card Payment	

1st Lien Monthly Payment Resident	
2nd Lien Monthly Payment Resident	
Total Monthly Mortgage/Loans	

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Home	
401K Accounts	
Automobiles	
Checking Account	
Savings Account	
IRA/Keogh Accounts	
Stocks/Bonds	
Motor Home/Travel Trailers	
Other Recreational Vehicles	
Real Estate	
Other Asset Description	
Other Assets	
Asset Total	