

# WJC PROCESSING GROUP

## Short Sale Division

Dear Listing Agent:

Our team of professionals looks forward to working with you in processing and negotiating your Short Sale listing. By turning over your short sale to us, you will be able to do what you do best – SELL.

Our services are available at **NO COST** to the Realtor or to the client. “No cost” truly means no cost - there are no upfront fees, no hidden fees, and you keep 100% of the approved commission. We are compensated for our services by the lender as an allowable cost to be included with the other closing fees.

Enclosed, please find everything we need to process your Short Sales accurately and efficiently. Close your files successfully in one place.

Thank you for the opportunity to earn your business. Our team is confident you will not be disappointed.

Respectfully,

Trucks & Associates, PLLC

# WJC PROCESSING GROUP

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### **AGENT SHORT SALE PROCESSING KIT**

In order to expedite your short sale transaction more efficiently, please utilize this packet, and have the forms filled out completely. To initiate your new short sale transaction, fax or email your required documents from the checklist. Please feel free to use this page as your cover sheet.

**Email documents to: [jkarltrucks@gmail.com](mailto:jkarltrucks@gmail.com)**

Seller Name(s): \_\_\_\_\_

Property: \_\_\_\_\_

Agent in Charge: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

**Fax completed package to:**

**239-236-1320 or email**

**[Paperwork.processing@gmail.com](mailto:Paperwork.processing@gmail.com)**

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### **AGENT CHECKLIST FOR REQUIRED ITEMS**

**Seller's Name:** \_\_\_\_\_

**Seller's Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

Please place a checkmark next to each item enclosed. Only those items not applicable should have an "N/A" instead of a checkmark. Thank you.

- \_\_\_\_\_ Listing Agreement-with valid listing period.
- \_\_\_\_\_ Purchase Agreement with short sale contract requirements (enclosed)  
(In "Additional Terms" section, please disclose the **\$895** WJC Processing fee to be paid by the Buyer)
- \_\_\_\_\_ Agent Information Form (enclosed)
- \_\_\_\_\_ Mortgage Information Sheet (enclosed)
- \_\_\_\_\_ 3<sup>rd</sup> Party Authorization to Release Information Form (enclosed)
- \_\_\_\_\_ Most Recent First Mortgage Statement
- \_\_\_\_\_ Most Recent Second Mortgage Statement
- \_\_\_\_\_ HOA/Condo Assoc Information Sheet (enclosed)
- \_\_\_\_\_ Most Recent Property Tax Bill
- \_\_\_\_\_ Name and contact number for any other known liens
- \_\_\_\_\_ Owner Information form
- \_\_\_\_\_ Short Sale Retainer Agreement (enclosed)
- \_\_\_\_\_ Buyer Information Sheet (enclosed)
- \_\_\_\_\_ MLS printout-In "Agent Remarks", please disclose Buyer will pay **\$895** WJC Processing fee

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\_\_\_\_\_ Completed and signed Financial Statement (enclosed)

\_\_\_\_\_ Hardship letter (please refer to hardship letter instruction sheet attached herein)

\_\_\_\_\_ Last **2 years** **Signed** tax returns for all parties shown on the mortgage (s) including your w2's

**(Please note that if the tax return is not available for the current year, a copy of your IRS tax extension and your w2 or 1099 will suffice)**

If you're self employed, please provide year-to-date, profit and loss statement, and balance sheet.

**\*\*\*\*If you have not filed taxes please include a copy of your extension letter to the IRS.**

\_\_\_\_\_ 2 months most current bank statements (**ALL pages, ALL accts**)

\_\_\_\_\_ 30 days most recent paystubs

1099 employee: please provide your earnings report for the most recent 6 months

Self-employed business owner: please provide a year-to-date profit and loss statement along with a balance sheet

Please return this form with your package!!

Agents, by signing below you authorize Trucks & Associates, PLLC to contact your seller(s) directly to obtain any additional information and/or documentation required by the lender(s) in order to facilitate the short sale negotiation.

\_\_\_\_\_  
Agent Name (print)

\_\_\_\_\_  
Agent Name (signature)

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### **AGENT & PROPERTY INFORMATION FORM**

#### Listing Agent:

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

Broker \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### Agent

Email \_\_\_\_\_

Cell: \_\_\_\_\_

Office: \_\_\_\_\_

Fax: \_\_\_\_\_

#### Property Information:

Address: \_\_\_\_\_

\_\_\_\_\_

County: \_\_\_\_\_

MLS# \_\_\_\_\_

Listing Amt: \_\_\_\_\_

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

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### **OWNER INFORMATION FORM**

**Subject Property Address:** \_\_\_\_\_

Owner(s) \_\_\_\_\_ SS# \_\_\_\_\_

\_\_\_\_\_ SS# \_\_\_\_\_

Best Phone to contact: \_\_\_\_\_

Email: \_\_\_\_\_

Home address (if different from property): \_\_\_\_\_

\_\_\_\_\_

Borrower's name(s)  
(if different from above) \_\_\_\_\_ SS# \_\_\_\_\_

\_\_\_\_\_ SS# \_\_\_\_\_

Best phone: \_\_\_\_\_ Email: \_\_\_\_\_

Home address (if differs from above): \_\_\_\_\_

#### Property:

Beds \_\_\_\_\_ Baths \_\_\_\_\_ Sq Ft \_\_\_\_\_ Stories \_\_\_\_\_ Purchase \$ \_\_\_\_\_

Current Occupancy Status: Vacant/Tenant/Owner occupied \_\_\_\_\_

Tenant Management Co. Name \_\_\_\_\_

Phone# \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

What is the property's primary purpose? \_\_\_\_\_

When was the property last occupied by the homeowner? N/A \_\_\_\_\_ or Date \_\_\_\_\_

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### **MORTGAGE INFORMATION SHEET**

**1st Lender:** \_\_\_\_\_ Loan # \_\_\_\_\_  
Balance: \_\_\_\_\_ Months Late: \_\_\_\_\_  
Monthly Payment: \_\_\_\_\_ Phone # \_\_\_\_\_

**2nd Lender:** \_\_\_\_\_ Loan # \_\_\_\_\_  
Balance: \_\_\_\_\_ Months Late: \_\_\_\_\_  
Monthly Payment: \_\_\_\_\_ Phone # \_\_\_\_\_

**Trustee Sale Date Scheduled?** Y \_\_\_ N \_\_\_ When? \_\_\_\_\_

Property Taxes current? \_\_\_\_\_ How much owed? \_\_\_\_\_  
Any Other Liens? \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Explanation: \_\_\_\_\_

**Any Repairs needed?** (general condition of home: outside/inside/carpet/drapes/drywall/etc)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Estimated Amount of Repairs** \$ \_\_\_\_\_

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### **HOMEOWNER'S/CONDOMINIUM ASSOCIATION INFORMATION**

IF YOU RECEIVE STATEMENTS FOR DUES, PLEASE INCLUDE A COPY

Name of Association: \_\_\_\_\_

Name of Management Company: \_\_\_\_\_

Account Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Amount Due / Each Payment: \$ \_\_\_\_\_

Payment Due: monthly \_\_\_\_\_ quarterly \_\_\_\_\_ bi-annually \_\_\_\_\_ yearly \_\_\_\_\_

Are you up-to-date on your dues? Yes \_\_\_\_\_ No \_\_\_\_\_

If "NO," Amount Owed \$ \_\_\_\_\_ through Date \_\_\_\_\_

**Failure to disclose delinquent HOA/Condo Dues will hinder the Short Sale Process.**

**It will delay approvals and settlement.**

If you are unsure of this information, please communicate this with us so that we can help find this **pertinent** information!

**If unsure, please initial here: \_\_\_\_\_**



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### **3<sup>rd</sup> PARTY AUTHORIZATION TO BANK/LENDER AND/OR HOMEOWNER'S/CONDOMINIUM ASSOCIATION**

I hereby authorize Trucks & Associates, PLLC and/or designated agent, assistant, Omega Title LLC, or its staff to verify any and all information pertaining to the mortgage or property or association referenced below and any additional financial information related to this property including homeowner's condominium association, taxes, liens and any other encumbrances.

If this matter pertains to a pre-foreclosure resolution, the undersigned further authorizes you to provide to Trucks & Associates, PLLC, any and all information and documentation that it may request pertaining to the Lender's requirements and documentation in order to effectuate the foreclosure resolution.

Designated Representative(s): \_\_\_\_\_ Agent: \_\_\_\_\_

Property Address: \_\_\_\_\_

1<sup>st</sup> Lender's Name: \_\_\_\_\_

Loan # \_\_\_\_\_

2<sup>nd</sup> Lender's Name: \_\_\_\_\_

Loan # \_\_\_\_\_

HOA/Condo Assoc Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Acct # \_\_\_\_\_

_____	_____	_____
Borrower Signature	Social Security	Date of Birth

_____	_____	_____
Printed Name		Today's Date

_____	_____	_____
Co-Borrower Signature	Social Security	Date of Birth

_____	_____	_____
Printed Name		Today's Date

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### **BUYER INFORMATION SHEET**

Buyer Agent \_\_\_\_\_ Agent Company \_\_\_\_\_

Buyer Agent Address: \_\_\_\_\_

Ofc: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Offer type:

Homeowner \_\_\_\_\_ Investor \_\_\_\_\_

Buyer(s) name(s) \_\_\_\_\_

**\*\*Please note: If Buyer is a Business Entity-provide EIN #, Business Address, Business Phone, and Copy of Business Docs (Ex: Articles of Incorporation)\*\***

First 5 digits of SS# \_\_\_\_\_ DOB \_\_\_\_\_

First 5 digits of SS# \_\_\_\_\_ DOB \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Financing:

Type: FHA \_\_\_\_\_ CONV \_\_\_\_\_ CASH \_\_\_\_\_ VA \_\_\_\_\_ OTHER \_\_\_\_\_

Financing Lender: \_\_\_\_\_

Lender Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Financing Rate: \_\_\_\_\_

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### **HARDSHIP LETTER INSTRUCTIONS**

#### **1. Start with:**

The hardship(s) that lead to my current foreclosure situation is/are as follows:

#### **2. Detail the hardship(s) and the date(s) of occurrence(s)**

#### **3. Examples (ALWAYS INCLUDE AT LEAST ONE OF THESE)**

Victim of a High Interest or Interest only loan

Victim of an Adjustable Rate Mortgage

Personal Crisis

Health Crisis

Death/Family Crisis

Job Loss

Reduction in Wages or Self Employed Income

Incarcerated

Insolvency

Unable to Sell/Rent house

Deported

Military Service (Iraq War gives automatic extension)

Out of work due to extended illness

Accident or injury and out of work for extended period

Divorce

Other

#### **4. Conclude with, and copy the following, EXACTLY as written below:**

As you can see, my situation is a direct result of circumstances that were out of my control.  
(Attach any proof you might have)

I would like the opportunity to rebuild my life and avoid foreclosure on my credit record.

I have my home listed with \_\_\_\_\_ (name of Agent) and ask that you cooperate with him/her as they assist me in selling my house. They will submit a full Short Sale Package as soon as an offer is received.

Thank you so much for your consideration.

**Signature(s) and Date**

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### Agents, Buyer and Seller Escrow Acknowledgement

Trucks & Associates, PLLC will work on behalf of the Seller at **NO COST** to the Seller or Agent. Omega Title LLC will hold all deposit monies on Short Sale transactions.

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**LISTING AGENT**      **Date**

---

**SELLER**      **Date**

---

**SELLER**      **Date**

---

**BUYER'S AGENT**      **Date**

---

**BUYER**      **Date**

---

**BUYER**      **Date**

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### FINANCIAL STATEMENT

1st Lender: \_\_\_\_\_ Loan # \_\_\_\_\_      2nd Lender: \_\_\_\_\_ Loan # \_\_\_\_\_

<b>Borrower Info Name:</b>		<b>Co-Borrower Info Name:</b>	
<b>Property Address:</b>		<b>Property Address (if differs):</b>	
<b>Mailing Address:</b>		<b>Mailing Address (if differs from Borrower):</b>	
<b>HomePhone:</b>		<b>HomePhone:</b>	
<b>Cell:</b>		<b>Cell:</b>	
<b>Employer:</b>		<b>Employer:</b>	
<b>Work#:</b>		<b>Work#</b>	
<b>#Dependents</b>		<b>#Dependents</b>	
Have you ever filed Bankruptcy? ___yes ___no If yes,      Ch7      Ch13      filing date		Attorney's Name _____ Attorney's Phone _____	
<b>Borrower's Monthly Income</b>		<b>Co-Borrower's Monthly Income</b>	
<b>Wages/Gross Income</b>		<b>Wages/Gross Income</b>	
<b>Overtime</b>		<b>Overtime</b>	
<b>Commission/Bonus</b>		<b>Commission/Bonus</b>	
<b>Unemployment Income</b>		<b>Unemployment Income</b>	
<b>ChildSupport</b>		<b>ChildSupport</b>	
<b>Alimony</b>		<b>Alimony</b>	
<b>Other</b>		<b>Other</b>	
<b>LESS Monthly Expenses</b>			
<b>Mortgage</b>		<b>Credit Card 1</b>	
<b>Rent/Other Mortgage</b>		<b>Credit Card 2</b>	
<b>HOA/Fees/ Dues</b>		<b>Medical Bills</b>	
<b>Insurance (auto/health/life)</b>		<b>CableTV</b>	
<b>Child/Dependent/Elderly</b>		<b>Electricity</b>	
<b>Entertainment</b>		<b>Natural Gas</b>	
<b>Pet Expenses</b>		<b>Telephone/Cell Phone</b>	
<b>Groceries/Toiletries</b>		<b>Water/Sewer</b>	
<b>Car Expenses (gas, etc.)</b>		<b>Internet</b>	
<b>Auto Loan 1</b>		<b>Auto Loan 2</b>	
<b>Other</b>		<b>Other</b>	
<b>TOTAL REMAINING</b>			

I/We certify that the financial information stated is true, and is an accurate representation of my/our financial condition. I/We understand and acknowledge any action taken by the Lender of my/our mortgage and grant the authority to obtain a credit report to verify the accuracy of the information contained in this financial statement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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### **SHORT SALE CONTRACT AND ADDENDUM REQUIREMENTS**

1. Use the 10 page “Far Bar---as is” contract. ASIS-1
2. Please write the following into lines 479 to 493 of the AS/IS Contract
  1. *All property inspections conducted under paragraph 12 will be performed by a licensed property inspector.*
  2. *Paragraph 4 Line 49 (Closing Date) 135 days out from date of accepted offer.*
  3. *The title company handling the Closing and issuance of the Title Insurance will be **Omega Title LLC, 2285 First Street, Fort Myers, FL 33901.***
3. Check that contract is “not assignable”
4. Use the **\*\*\*2 page short sale approval contingency\*\*\*** Comprehensive rider G.
5. In paragraph 4. Where there is a blank line put in “90” days.
6. In paragraph 7 of the short sale rider check “B”
7. **If this is a conventional loan, please provide a pre-qualification letter or a pre-approval letter.**
8. **If this is a cash buyer, please provide proof of funds.**
9. If your offer is below listing price, please forward closed sales to substantiate your offer price.
10. If a lead addendum is required or any other addenda, i.e. condo or homeowner association addenda, you are required to provide these documents.

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### **SHORT SALE RETAINER AGREEMENT**

This agreement is made between \_\_\_\_\_ and \_\_\_\_\_  
*Agent Name* *Homeowner Name*

(herein referred to as "Client") and Trucks & Associates, PLLC (herein referred to as "The Firm") regarding Client's real property ("the property") located at:

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City* *State* *Zip Code*

for legal services and representation relating to the disposition of the referenced real property through a **short sale**. A short sale occurs when your lender accepts less than the outstanding balance due on the mortgage and note from the prospective purchaser. It is altogether possible that as part of such a transaction it may become necessary for the Client to pay the lender something in return for the elimination of some or the entire shortfall. The Firm shall undertake to negotiate with the lender to cancel the debt in order to allow the short sale to occur. The Firm will always attempt to minimize the liability for any outstanding obligations related to the real estate by negotiating on your behalf. However, it is understood that **the complete or partial cancellation of the debt is not guaranteed**. It is altogether possible that in order to ensure the sale will be concluded, you may be required to sign a note for some portion of the debt. The Firm is being engaged for the sole purpose of facilitating a short sale of the real estate which is subject to a mortgage and note which has an outstanding balance in excess of the current market value based on the terms and conditions set forth below:

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1. **Scope of Services:** Limited to Short Sale Representation

It is understood that The Firm is only undertaking to pursue a short sale with the Client's lender(s). Should client request other form of assistance whereby the Firm would endeavor to assist the Client in other matters, including but not limited to: loan modification, bankruptcy, foreclosure defense or other loss mitigation solutions or workout assistance programs (excluding short sale), a separate agreement will be executed between the Client and the Firm.

Client understands that the services above are the only services that client is requesting the Firm to perform on the Client's behalf. Client understands that the Firm has not been hired to represent Client in any court proceeding, lawsuit, bankruptcy, or to provide any tax advice, and Client does not expect the Firm to represent Client in any lawsuit, file bankruptcy for Client, or to intervene in any foreclosure proceeding and stop any foreclosure proceeding if one is pending. If Client requests such services or such services are rendered, they are to be rendered only under separate retainer agreement.

2. **Representation.** The Client acknowledges that neither the Firm nor any representative or agent has made any guarantees concerning the outcome of the representation. All expressions which relate to the possible results in the matter are based strictly on the Firm's opinion. In fact, the Firm has made it a point to make it clear that there is a possibility that the Lender may not approve any offer presented through the process of a short sale.

3. **Fees:** The Firm will incur various costs and expenses in performing legal services under this Agreement. Upon successful negotiation of a short sale payoff, a one-time flat fee of **\$3,500** will be payable to the Firm, and such fee shall be inclusive of all costs and expenses for which the Firm may be reimbursed. **This fee will be paid from the Lenders' proceeds from the Short Sale,** and will be reflected on the HUD I Settlement Statement upon closing. If the Firm is unable to or does not collect a fee from the Lender, **it is agreed and understood that the fee will not be collected from the Client.**



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4. **Third Party Services**. It is understood that the Firm may or may not utilize the services of a third party for certain aspects of the short sale negotiation process. The Attorney / Client relationship contemplated herein will extend to acts and information in the possession of a designated third party, as an agent of the Firm.

### **Cancellation**

The client understands that he or she has three (3) calendar days in which he or she may cancel this agreement by delivering, emailing, or faxing a cancellation in writing. In the event of cancellation, the Firm shall take no further action on behalf of the client. **Irrespective of any work that may be done, at the conclusion of representation client shall have ten (10) days to pick up the file from the firm, and upon the failure thereof the client specifically hereby authorizes the firm to permanently dispose of or destroy the file and its contents.**

**THIS IS A LEGAL, BINDING CONTRACT. BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT AND WE WILL GIVE YOU A FULL EXPLANATION!**

**READ, UNDERSTOOD, ACKNOWLEDGED and AGREED:**

Trucks & Associates, PLLC

**APPROVED, AGREED and ACCEPTED** this \_\_\_\_ day of \_\_\_\_\_ 2013.

BY: \_\_\_\_\_

SELLER

BY: \_\_\_\_\_

AGENT

BY: \_\_\_\_\_

SELLER

BY: \_\_\_\_\_

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## Short Sale Division

J. Karl Trucks