

It is critical that you work with us on a resolution for any issues that affect your ability to make timely mortgage payments, whether your challenges are temporary or long term. The sooner you respond, the more quickly we can determine whether you qualify for assistance. Below is a listing of possible loss mitigation options. Please be advised that the following options may not be available for all loans and may require that you qualify for the program.

FOREBEARANCE - An agreement to temporarily suspend or reduce your monthly mortgage payments for a specified period of time.

REPAYMENT PLANS - An agreement that lets you pay a portion of the past due amount in addition to your regular mortgage payment over a specified time period to bring your account current.

LOAN MODIFICATION - This option allows for changes to your original loan terms, i.e., interest rate, maturity date, and payment amount. In most cases, a modification can reduce your monthly payment to a more affordable amount. You may also qualify for the government's Home Affordable Modification Program (HAMP), which was designed to help borrowers make their payments more affordable.

SHORT SALE – An option to sell your home for less than the balance remaining on your mortgage. If approved you can sell your home and pay off all (or a portion of) your mortgage balance with the proceeds.

DEED IN LIEU (DIL) - An option where you, the homeowner, voluntarily transfer the ownership of your property (the title and all property associated with it) to the owner of your mortgage in exchange for a release from your mortgage loan and payments.

If interested, please complete the enclosed loss mitigation application as instructed on the packet and return it along with the requested documents to:

**Fidelity Bank
Attn: Loss Mitigation Department
100 English
Wichita KS 67201**

Further assistance may be obtained through the US Department of Housing and Urban Development (HUD) by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling 1.800.569.4287.

We urge you to contact our office regarding the above options or if you have questions regarding the Loss Mitigation application. Our customer support team can assist you by calling 1.800.565.6644.

LOSS MITIGATION ASSISTANCE APPLICATION

All income and expense information listed below is required on all mortgagors (all people living in the property). Incomplete financial packages may be returned to you, delaying any relief measures which may be available to you. **Complete all sections.**

Please be sure to submit copies (only) of the following items so that we may respond more quickly to your request.

Checklist

- Please provide documentation of increase of expenses or a decrease of income, which lead to your inability to make payments.**
- Copies of last **1 months** pay stubs.
- Previous **2 months'** checking/savings account statements
- Copy of latest **quarterly** statement for all IRAs, 401(k)s and stocks.
- Are you currently working with a Household Counseling Agency? Name and phone number:

- Self-employed – submit most recent 2 years' personal/business tax returns -all pages and W-2's
- Self-employed – submit signed/dated current year-to-date Profit and Loss Statement

Collection and/or foreclosure activities do not stop until formal approval has been granted for a specific alternative to foreclosure. You are required to continue with regular monthly payments until loss mitigation has been approved and completed.

FINANCIAL STATEMENT – REASON FOR DEFAULT – Required information

1. **Circumstances:** Explain in your own words why you got behind in your mortgage payments. Some examples of such reasons are: You or your household had reduced income because of loss of a job, divorce, or illness; or you or your household had increased expenses because someone in the household was injured, became ill, or etc. There may be other reasons that could make you eligible for help. Attach additional pages if necessary. **YOU MUST PROVIDE DOCUMENTATION SUPPORTING YOUR STATEMENT; SUCH AS BILLS FROM EXTRA EXPENSES, LAY OFF OR MEDICAL LEAVE DOCUMENTS, ETC.**

2. Describe any **Emergency Repairs** necessary on your house (heat, plumbing, electrical, roof, etc.) Attach additional pages if necessary.

3. **Reasonable Prospects:** Explain how you expect to make the full monthly mortgage payments in the future. There are many ways in which you can do this. For example, if you missed payments because you lost your job, you should state (if) you expect to get a new job. If you are ill or injured, you can state when your doctor expects you to recover and go back to work. If you have applied, or plan to apply, for some form of government assistance, please include that in your answer. If you have had increased expenses, you should state how you expect to pay them and when you expect to be able to continue making your mortgage payments. Attach additional pages if necessary.

FIDELITY BANK – FINANCIAL PACKAGE

BORROWER INFORMATION:

Name _____
Address _____
City, State, Zip _____
Home Phone # _____
Cell Phone # _____
E-Mail Address _____
Social Security No. _____
Ages of Dependents _____

Name _____
Address _____
City, State, Zip _____
Home Phone # _____
Cell Phone # _____
E-Mail Address _____
Social Security No. _____
Ages of Dependents _____

EMPLOYMENT:

Employer/Mailing Address/Phone Number:

Employer/Mailing Address/Phone Number

Hire Date _____
Weekly, Bi-Weekly, Bi Monthly or Monthly
Monthly Net Income: _____

Hire Date _____
Weekly, Bi-Weekly, Bi-Monthly or Monthly
Monthly Net Income: _____

OTHER SOURCES OF INCOME RECEIVED

Retirement/Pension: _____
Social Security/Disability: _____
Unemployment: _____
Welfare/Food Stamps: _____
Child Support/Alimony: _____
Other (explain): _____

CURRENT ASSETS:

Bank Name: _____
Checking and/or Savings Account Number(s): _____
Checking and/or Savings Account Balance: _____
401(k) Balance: _____
IRAs/Stocks/Bonds: _____
Automobiles (year, make, model, value): _____

Other – please explain: _____

<u>MONTHLY LIVING EXPENSES:</u>		Monthly Average	Past Due Amount	Comments
Utilities	Electric/Gas			
	Water/Sewer/Trash			
	Telephone			
	Pager/Cell Phone			
	Internet Service			
	Cable TV/Satellite			
Food	Groceries			
	Dining Out			
	School Lunches			
Transportation	Gasoline			
	Auto Insurance			
	Auto Maintenance			
	Annual Registration/Taxes			
Childcare	Daycare/Babysitting			
	Alimony/Child Support paid			
Housing	Home Repairs			
	Association Dues			
Insurance	Medical/Life (not payroll deducted)			
Healthcare	Doctor/Hospital			
Education	Tuition/Books			
Job Expenses	Tools/Clothing/Union Dues			
Miscellaneous	Dry Cleaning/Clothing			
	Gifts/Entertainment			
	Household Supplies			
	Alcohol/Tobacco			
	Pet Care			
	Charitable Donations			
	Other (explain)			

By signing below I certify that I am aware that the information I provide may be used to collect a debt. I certify that the financial information stated above is true and is an accurate account of my financial condition. I agree that discussions and negotiations of a possible foreclosure alternative will not constitute waiver of or defenses to the investor's or mortgage insurer's right to commence or continue any foreclosure or any other collection action. Foreclosure will only be terminated and an alternative to foreclosure will be provided if and when an agreement for a foreclosure alternative has been approved in writing by all parties. I have had the opportunity to consult with legal and/or tax counsel prior to signing this document and I willingly agree to these terms and conditions whether or not I elect to retain such counsel.

Please sign and date below to grant us the authority to confirm and verify the information you have disclosed in this financial statement; for this purpose a credit bureau report will be ran on all parties included on this financial statement.

X _____
Mortgagor Signature

Date

X _____
Mortgagor (Spouse) Signature

Date

**Return completed forms and copies of your financial records to:
Fidelity Bank
Attention: Loss Mitigation Department
100 East English, Wichita, Kansas 67202
1-800-565-6644
Fax: 316-291-5664**

Home Affordable Modification Program Hardship Affidavit

Borrower Name: _____ Date of Birth: _____
 Co-Borrower Name: _____ Date of Birth: _____
 Property Street Address: _____
 Property City, ST, Zip: _____
 Servicer: _____
 Loan Number: _____

In order to qualify for Fidelity's ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

Borrower		Co-Borrower		
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

Information for Government Monitoring Purposes

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 servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer		Interviewer's Name (print or type)	
This application was taken by:		Interviewer's Signature Date	
<input type="checkbox"/> Face-to-face interview			
<input type="checkbox"/> Mail		Interviewer's Phone Number (include area code)	
<input type="checkbox"/> Telephone			
<input type="checkbox"/> Internet			
		Name/Address of Interviewer's Employer	

Borrower/Co-Borrower Acknowledgement and Agreement

1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
3. I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
5. I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
6. I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
7. I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.

8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we accept and agree to all terms of the Home Affordable Modification Trial Period ("Trial Period") Plan which is incorporated herein by reference as if set forth in full.
10. I/we agree that when the Servicer accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
11. I/we agree that any prior waiver as to payment of escrow Items in connection with my loan has been revoked.
12. I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
13. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and Modification Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

Borrower Signature Date

Co-Borrower Signature Date

E-mail Address: _____

E-mail Address: _____

Cell Phone # _____

Cell Phone # _____

Home Phone # _____

Home Phone # _____

Work Phone # _____

Work Phone # _____

Social Security # _____

Social Security # _____

Explanation:

Explanation (Continued):

A large, empty rectangular box with a thin black border, occupying the majority of the page. It is intended for the user to provide a detailed explanation or continuation of information.