



Loan Mitigation/Modification & Presentation Fee Acknowledgment

Crystal Brown

Social Security: _____ - _____ - _____

St paul, MN 55106

Date: _____

Program Cost and Benefits

Total program cost, if modified, is \$1698.00. Breakdown Below:

One time non-refundable processing fee of \$499.00 is due to begin processing the account.

UPON LOAN MODIFICATION OF FIRST MORTGAGE: Once any agreement on the first mortgage from lender has been accepted or signed by Borrower, a balance of \$1199.00 will be due upon acceptance of all parties to Kirkland Young LLC.

UPON LOAN MODIFICATION OF SECOND MORTGAGE: If Applicable; Once any agreement on the second mortgage from lender has been accepted or signed by Borrower, a balance of \$.00 will be due upon acceptance of all parties to Kirkland Young LLC. (If the amount due above states \$0.00, then the Borrower is not enrolled in a Loan Modification program on the second mortgage on the property)

Processing of your file may include and is not limited to:

- Negotiations with your existing lender and/or their attorneys
- Loan Restructuring Proposal- Kirkland Young requests specific terms for your new loan. Our request is carefully discussed with you so that you are happy with your new loan.
- Communication on your behalf in dealings with your Lender
- CMA- Comparative Market Analysis of your home
- One-on-one customer service for your Status Updates
- Pulling of Credit Report if necessary with your approval
- Full Financial Package prepared for your Lender including:
 - Letter of hardship
 - Cost/ Benefit Analysis for your Lender to Modify your loan- This proves to your lender why they can benefit by restructuring your loan rather than Foreclosing
 - Financial Analysis verifying payments you can afford
- Financial Prospectus Workout – Detailed to include all income, assets, and all payments you make. This allows a realistic view of your financial abilities to be sure you can continue to make your home payments for years to come once your loan is restructured.

Kirkland Young may request Loan Modifications in the following ways, however other options may be used to lower your monthly payments:

- a) Request Adjustments, elimination or repayment plans on any delinquent and past due balances.
- b) Request current and future rate of interest charge and monthly payments to be lowered
- c) Request loan balance amount to be less than current loan (lowering your principal balance)
- d) Request Loan to be converted to a longer fixed term

Signature- Crystal Brown

Date

By signing the above I/We understand and agree that the Loan Modification Submission fee of \$499.00. that I elect to pay is being collected exclusively for a formal presentation of my request for Loan

Modification to my Lender and is considered earned upon sign up; it does not come with any implied results in connection with this submission or guarantee by Kirkland Young LLC, Licensee, or its Agents.



Loan Mitigation/Modification Service Agreement & Fee Acknowledgment(CONT.)

Crystal Brown



St paul, MN 55106

Social Security: _____ - _____ - _____

Date: _____

I, _____, (hereafter the "Borrower") the title owner of _____ (here after the "Property") hereby enter into an agreement with Kirkland Young, LLC a Florida Limited Liability Company (here after "Kirkland") to act as my agent in contacting my lender _____, (Name of Bank Holding loan hereafter the "Lender".) to attempt to request a Loan Modification of the first or second mortgage on the Property.

1. Kirkland agrees to provide the following services:

- A. Kirkland will attempt to contact the Borrower directly and collect any additional information from Borrower that may be required to complete a request to Borrower's lender for a loan modification.
- B. Contact Borrower's lender via facsimile, email, telephone, or others in an attempt to process and request a loan modification for the loan(s).
- C. Continue to contact Borrower's lender after the request has been submitted and until the request is either granted or denied.
- D. If Borrower's request for a loan modification is granted, then Kirkland will negotiate with the Lender the specific details and terms of the loan modification.
- E. Kirkland will present the results and outcome of the request for a loan modification to the Borrower.

(i) For the purpose of this agreement a "Loan Modification" shall mean; Any and all changes to the mortgage loan including but not limited to a loan forbearance, a special forbearance, loss mitigation and loan workout or any and all change of terms, agreements, or loans between Borrower and their Lender.

2. Kirkland Young is currently not accepting any borrowers at all who have a foreclosure sale date in place. By signing up for Kirkland's services you testify that you are not aware of any foreclosure sale dates for your property.

3. Borrowers may not contact their Lender in an attempt to negotiate or modify their loan on their own once Kirkland Young has made any attempts to contact Lender(s). Any communication by a Borrower and their Lender is considered a great interference in Kirkland Young's modification process, will be deemed a breach of contract, and will terminate this agreement as maintained by item number Seven (7) of this agreement.

4. Kirkland Young charges a one time non-refundable processing fee in the amount of \$499.00. Payment will be accepted in the form of money order, check or cashiers check made payable to Kirkland Young LLC, or a credit card. Personal checks are accepted but require a hold on the account for 10 days. For credit cards, authorization must be written below.

If Kirkland is successful in negotiating a Loan Modification of the first mortgage on the Property resulting in a benefit to the Borrower, Kirkland will be entitled to a fee equal \$1199.00 upon acceptance of plan by borrower. If Applicable; If Kirkland is successful in negotiating a Loan Modification of the second mortgage on the Property resulting in a benefit to the Borrower, Kirkland will be entitled to a fee equal \$ upon acceptance of plan by borrower. (If the amount due above states \$0, then the Borrower is not enrolled in a Loan Modification program on the second mortgage on the property).

5. KIRKLAND YOUNG MAKES NO WARRANTIES CONCERNING THE SUCCESSFUL COMPLETION OF A LOAN MODIFICATION OF BORROWER'S MORTGAGE ON THE PROPERTY. BORROWER

UNDERSTANDS THAT KIRKLAND YOUNG CAN ONLY ATTEMPT TO NEGOTIATE A LOAN MODIFICATION WITH YOUR LENDER AND CAN NOT GUARANTEE THAT THE LENDER WILL BE RECEPTIVE TO A LOAN MODIFICATION NOR CAN KIRKLAND YOUNG GUARANTEE THAT A LOAN MODIFICATION RECEIVED FROM THE LENDER WILL BE SATISFACTORY TO BORROWER. BORROWER ALSO UNDERSTANDS THAT HE/SHE WILL HOLD KIRKLAND YOUNG, LLC, AND THEIR AGENTS, COMPLETELY HARMLESS IN THE EVENT THAT A LOAN MODIFICATION IS NOT OBTAINED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE BORROWER'S POSITION BEING TOO SEVERE TO REMEDY OR IF HIS/HER PROPERTY IS LOST IN A TRUSTEE SALE FOR ANY REASON. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED.

6. Borrower has the following obligations under this agreement.

- a) To provide Kirkland with any and all support documents requested in a quick and timely manner.
- b) To respond to any and all communications from Kirkland in a quick and timely manner.
- c) To execute any requested document and return them to Kirkland in a quick and timely manner.
- d) BORROWER UNDERSTANDS THAT MANY LENDERS REQUIRE A PAYMENT FROM BORROWER IN ORDER TO EXECUTE A LOAN MODIFICATION. BORROWER FURTHER UNDERSTANDS THAT THE FUNDS FOR ANY SUCH PAYMENT ARE THE RESPONSIBILITY OF BORROWER AND NOT KIRKLAND.

7. Kirkland can terminate this agreement upon a material breach by Borrower of its terms. Any termination must be in writing and will not result in a return of the \$499.00 nonrefundable fee.

8. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall not be effective unless in writing signed by representatives of both parties authorized to amend this agreement.

9. The construction and enforcement of this Agreement shall be made in accordance with the laws of the State of Florida. The exclusive forum for all matters arising under this Agreement shall be in Dade County Florida.

10. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by arbitration by the American Arbitration Association in Dade County Florida, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

11. This Agreement constitutes the entire understanding between the parties relating to its subject matter. All negotiations, prior discussions, understandings and agreements heretofore had between the parties are merged in this contract.

12. In the unfortunate event that a clause should be found unconscionable or otherwise unenforceable the parties agree that the balance of the contract remain in tact. It is the intention of the parties that all provisions of this Agreement shall be enforced to the fullest extent permissible. If any part of this Agreement shall be adjudicated by a competent authority to be invalid or unenforceable, the remainder of the Agreement shall be construed as if the invalid provisions were omitted, and this Agreement will otherwise be fully enforceable.

13. All notices which are sent or required to be sent under this Agreement by the Parties shall be sent by registered or certified mail, return receipt requested; messenger service or personal delivery addressed to the property, or by email.

14. This Agreement is an offer to retain Kirkland's services and shall not be considered accepted by Kirkland until the nonrefundable fee is received and Kirkland provides Borrower with a written notice of acceptance.

Therefore both parties being in agreement do hereby execute this agreement as stated above.

FIRST PARTY- Crystal Brown

SECOND PARTY-Loan Modification Firm

Kirkland Young LLC

November 25, 2008

Print Name above

Date

Print Name

Date

Sign Name

Date

Sign Name

Date



AUTHORIZATION FOR PAYMENT BY CREDIT CARD

CREDIT CARD INFORMATION –

MUST ALL BE FILLED OUT BELOW. IF ANY INFORMATION IS MISSING, IT MAY CAUSE YOU TO BE REMOVED FROM THE KIRKLAND YOUNG PROGRAM.

CREDIT CARD TYPE- CIRCLE ONE:

Visa Mastercard American Express Discover

LAST FOUR DIGITS OF CARD ___ ___ ___ ___

SECURITY CODE _____

I authorize Kirkland Young, LLC to charge my credit card above, in the amount of \$499.00 to join the Kirkland Young LLC program described in the contract above.

Print Name: _____ Signature: _____

Date: _____



AUTHORIZATION TO RELEASE CREDIT INFORMATION

I authorize Kirkland Young, LLC to obtain a credit profile through a credit bureau. The undersigned, jointly and severally, represents and warrant to the above mentioned companies that the information submitted in this personal financial statements, questionnaire and financial statement scheduled is true, correct and complete in all material respects. The information and documentation provided does not omit any material fact or matter that makes the information or documentation presented misleading.

Crystal Brown (Signature) Date of Birth Date

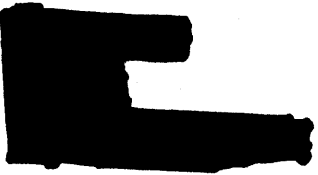
Co-Borrower Name (if applicable)

Co-Borrower Signature Date of Birth Date



AUTHORIZATION FORM FOR LENDER REPRESENTATION
FIRST MORTGAGE INFORMATION

Crystal Brown



Date: _____

Social Security: _____

First Mortgage Loan # _____

(AS SEEN ON YOUR LENDER'S MORTGAGE STATEMENTS)

First Mortgage Bank Name: _____

First Mortgage Bank Contact Number: _____

I, Crystal Brown, authorize Kirkland Young, LLC and its Agents the right to communicate with my Mortgage Lender concerning the hardship that will prevent me from continuing to make any more payments on my home loan.

I am requesting that all correspondence for my loan, including notices and all letters be sent to Kirkland Young at
Kirkland Young Modifications Dept.
311 Lincoln Road , Suite 204
Miami Beach, Florida 33139

I am requesting my Mortgage lender to allow Kirkland Young, LLC and its Agents to do whatever possible to avoid foreclosure due to the hardship I am experiencing.

Crystal Brown (Signature)

Date



AUTHORIZATION FORM FOR LENDER REPRESENTATION
SECOND MORTGAGE INFORMATION (if enrolled in program for 2nd Loan Modification)

Crystal Brown

████████████████████
 ████████████████
 ████████████████████████████████

Date: _____
 Social Security: _____
 Second Mortgage Loan # _____

(AS SEEN ON YOUR LENDER'S MORTGAGE STATEMENTS)

Second Mortgage Bank Name: _____
 Second Mortgage Bank Contact Number: _____

I, Crystal Brown, authorize Kirkland Young, LLC and its Agents the right to communicate with my Mortgage Lender concerning the hardship that will prevent me from continuing to make any more payments on my home loan.

I am requesting that all correspondence for my loan, including notices and all letters be sent to Kirkland Young at
 Kirkland Young Modifications Dept.
 311 Lincoln Road , Suite 204
 Miami Beach, Florida 33139

I am requesting my Mortgage lender to allow Kirkland Young, LLC and its Agents to do whatever possible to avoid foreclosure due to the hardship I am experiencing.

 Crystal Brown (Signature)
 Crystal Brown Lead No. 78656

 Date
 _____ INITIAL

Co-Borrower Signature _____

Date _____



Financial Workout Sheet

Borrower: _____ First Mtg. Loan #: _____
CoBorrower _____ Second Mtg. Loan #: _____

MONTHLY OUTPUT

<u>Description</u>	<u>Payment</u>
First Mortgage Payment	
Second Mortgage	
Third Mortgage	
Homeowners Insurance	
Property Taxes	
Homeowners Association Fee	
Automobile Payment 1	
Automobile Payment 2	
Automobile Insurance	
Phone	
Cellular	
Cable	
Internet	
Electric	
Natural Gas	
Water/Sewer/Trash	
Food	
Gas for car(s)	
Credit Card(s)	
Student Loans	
Church Tithe/offering	
Day Care/After Care	
Tuition	
Child Support	
Alimony	
Personal Loan	
Health Insurance	
Life Insurance	
Additional:	
Additional:	

Total Monthly Income: \$

Total Monthly Output: \$

I/We agree that the financial information provided is an accurate statement of my/our financial status to the best of my/our ability. I/We understand and acknowledge that any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided.

Crystal Brown (Signature)

Date

Co-Borrower Signature

Date



HARDSHIP WORKSHEET

It is important that your lender fully understand your current financial situation and the hardship you are experiencing.

Please complete this form by checking the appropriate reason or reasons for your hardship then provide a detailed explanation for each. If you have documentation that supports your explanation, please include it with this form when you return it to us.

I am having difficulties making my monthly payments due to financial problems.

I believe my situation is:

- Temporary
- Permanent

My financial difficulties are the result of (check all that apply):

Unemployment (Start Date _____ End Date _____)

Explain:

Excessive Financial Responsibility

Explain:

Illness (Start Date _____ End Date _____)

Explain:

Reduction in income (Start date _____ End)

Explain:

Death (Date of Death _____)

Explain:

Other (Increase in interest rate, Increase in Living expenses, etc.)

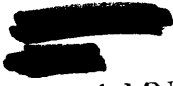
Explain:



Hardship Letter

Date: _____

Crystal Brown



St paul, MN 55106

Explain hardship:

A series of approximately 18 horizontal lines provided for the recipient to write their explanation of hardship.



REQUIRED DOCUMENT LIST

CRYSTAL BROWN



St paul, MN 55106

First Loan Number: _____ **First Loan Bank's Name:** _____
Second Loan Number: _____ **Second Loan Bank's Name:** _____
Third Loan Number: _____ **Third Loan Bank's Name:** _____

In order for Loan Modification to begin, you will need to provide us with all the following information. It is EXTREMELY important to submit a complete package because missing information will delay the processing of your request. Please check of each item as you complete it and/ or gather it for your package.

Please rush this info to your Kirkland Young, LLC representative as quickly as possible. Please allow time for the processing of your paperwork. Loan modification is carefully achieved through correspondence with your lender.

Additional Documents for your Modification

- EXPLANATION OF FINANCIAL HARSHIP-** This form allows you to explain in detail the reason behind your financial situation.
- COPIES OF MOST RECENT PAYROLL STUBS-** Please provide copies of pay stubs for the month most recently worked for both the borrower and co-borrower.
 - **(IF SELF EMPLOYED) COPIES OF MOST RECENT FEDERAL INCOME TAX RETURN-** Provide copies of original and dated tax returns, including all schedules, for the most recent tax year for both borrowers.
- COPIES OF YOUR MOST RECENT BANK STATEMENTS-** Please provide copies of the last 3 months bank statements for all accounts, please provide ALL pages. If you need help obtaining your statements either online or by phone see your representative for help.
- MORTGAGE NOTE-** Include all correspondence from the lender about late payments or foreclosure action.
- COPIES OF ANY AUTO PAYMENTS, HOUSEHOLD BILLS, AND INSURANCE BILLS**
- COPIES OF ALL INCOME STATEMENTS**
- COPIES OF YOUR MOST RECENT CREDIT CARD BILLS**
- COPIES OF REAL ESTATE TAX BILLS**