

## **SECTION 1: Forensic Audit Documents** **(For Audit Clients)**

## **SECTION 2: Loan Mod Package Documents** **(For Loan Mod Package Clients)**

# **SECTION 1**

## **Customer Agreement – Forensic Audit**

The purpose of this Customer Agreement, hereinafter referred to as “*Agreement*,” together with all exhibits hereto, is to set forth the terms and conditions upon which parties have agreed upon.

The New Earth Foundation, Inc., and a Submitting Party hereinafter referred to “*NE*” with an address at 9856 Ashburn Lake Drive, Tampa FL 33610, will perform a Mortgage Loan Document Review(s)/Mortgage Audit(s) on behalf of

\_\_\_\_\_ whose address is  
\_\_\_\_\_ hereinafter referred to as “*Client(s)*,” you or your.

The property address associated with the Mortgage Loan Document Review is

\_\_\_\_\_.

### **Disclaimer:**

***Client* agrees that it is their responsibility to have an attorney review the validity of any legal claims or determinations stated in the Audit who will then research any and all legal issues outlined in the Audit, including verifying the Audit process, applicable laws and findings, before issuing a final report to a consumer, or using such report in any in any court of law, motion, pleading, modification or negotiation process or other legal capacity.**

**The New Earth Foundation, Inc. (NE) makes absolutely no representations and warranties of any kind and takes on no liability for the final Audit report findings, including incorrect findings arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted to perform an Audit. The Audit reports are prepared on behalf of our *Client* and their representation.**

**By accepting and using the services of *NE*, the “*Client*” acknowledges that *NE* is not a law firm and is not authorized to practice law in any state. It is the *Client’s* sole responsibility to have their representing attorney or similar 3<sup>rd</sup> party review the Audit that has been ordered by *Client* in order to determine the validity of any legal claims or determinations stated in the Audit.**

### **Responsibilities**

*Client(s)* have enlisted the services of *NE*, to review *Client(s)* mortgage documents and prepare a Mortgage Audit Report, which will disclose possible federal regulatory compliance and mortgage related issues. This Report shall be completed within five business days of receipt of all of *Client(s)* required mortgage documents and *NE’s* receipt of *Client(s)*’ good funds for payment in full for services to be performed. *NE* will send *Client(s)* a copy of the Report via an email attachment, and by mail if requested. *Client(s)* will need to execute the Mortgage Audit Questionnaire (Appendix A) and this Engagement Letter, prior to *NE* accepting engagement.

*NE* will only review mortgage documentation relating to the *Client(s)* mortgage and closing. *Client(s)* understand that they will need to send *NE* in a timely manner, legible copies of all the documents listed in the Required Document Check List (Appendix B).

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*Client(s)* understand that they should not send any original documents, only legible copies that will be needed for *NE* to review. *NE* will destroy and not return the copy of these documents. *Client(s)* understand that *NE* is a mortgage compliance Audit firm only and we are not A law firm, nor do we practice law or give legal advice to *Client(s)*. If needed, from time to time, *NE*, upon the *Client(s)* written request may refer *Client(s)* to an Attorney to help protect *Client (s)* legal rights. Attorneys are independent entities from *NE*, and *NE* does not guarantee attorneys(s) legal work.

### **Scope of Services**

The following sets forth the scope of this Engagement Letter and summarizes the tasks to be performed by *NE*. *NE* will complete a Mortgage Loan Document Review/Report of the *Client(s)* mortgage documents, looking for possible Excessive Fees & Charges by the Lender, Deceptive Predatory Lending Practices, and or other Fraudulent Abusive Mortgage related issues. *NE* will base our Mortgage Audit Report on the documents *Client(s)* are able to provide. *NE's* Audit expert(s) will thoroughly examine your Good Faith Estimate (GFE) and Final HUD-1 Truth in Lending Statement, paying particular attention to the fees you were charged.

Once *NE's* Auditor(s) have completed the Mortgage Audit and determined if any mortgage related issues, such as "Excessive Fees," "Deceptive Lending Practices," etc., have been found, *NE* will deliver the Mortgage Audit report to you and, if identified, to your attorney or other representative.

You or your representative will inform the Lender of all the mortgage related issues that have been found in the Mortgage Audit, and attempt to negotiate a settlement, remediation settlement or a loan modification, on your behalf. *NE* can provide "qualified written request" letters to clients, however the client should at their discretion have an attorney or other representative review the letters for their particular case. *NE* does not place any warranties or guarantees as to the effectiveness of the form letters provided.

### **Compensation (Please enter your quoted price(s) below)**

*NE*, will be paid \$\_\_\_\_\_ for a First Mortgage Loan Audit report and if requested, an additional \$\_\_\_\_\_ for a Second Mortgage Loan Audit Report for the above described services. Client shall remit this payment to *NE* upon execution of this engagement letter. Payment must be made payable to The New Earth Foundation, Inc. in the form of a money order or a credit card. If you choose to use a personal check, your Audit will be completed after your check clears the bank. *NE* Does Not Accept Cash. This payment is non-refundable. Additional fees may apply on transactions needing a priority rush or if we are required to copy your originals that have been sent to us via Certified Delivery.

*NE* provides its Audit services and products on a customary, best-effort basis. Deposits may be collected, are non-refundable and there are no refunds on completed Audits. A \$80 cancellation fee may be charged on submitted Audits that are cancelled before an Audit is performed. Loan Audits conducted on incomplete files may be reprocessed with the submission of additional documents for a \$80 reprocessing fee, if submitted within two (2) weeks of completion of the original Audit.

(Optional) – If you require an appraisal review, there will be an additional \$150 fee for these files. You should only order an appraisal review if you believe the appraiser falsified the appraisal report, and the appraiser's actions caused the property to be approved when in fact it should not have.

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Rush or express audits (less than 48 hours) require an additional \$150 fee for all liens. The additional fee should be paid at the time the audit is ordered.

Most Lenders will be proactive in reaching a Settlement, once they review the information that contains the Mortgage Audit Report that details the Audit findings and the violations contained in your loan.

Note: Section 6 of RESPA (Real Estate Settlement and Procedures Act) requires a Lender to acknowledge a "Qualified Written Request Letter" within 20 business days and Lender must resolve the issue within 60 business days from receipt.

You or your representative may file a Documented Complaint on your behalf with the proper Local, State, and Federal Regulatory Agencies, in the event your Lender does not settle or resolve the mortgage related issue(s) within 60 business days of receipt of the "Qualified Written Request Letter."

**Homeowner(s) acknowledges they are fully aware of the services provided by The New Earth Foundation, Inc. and elect to engage NE for these services.**

***NOTE: You do NOT have to complete the form below if you pay using the green button on the website.***

I, \_\_\_\_\_, hereby authorize The New Earth Foundation, Inc. to charge my checking account as described above for services rendered.

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

Routing Number: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

**Contact Info (Required):**

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Country: (if not US) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email Address \_\_\_\_\_

**Confidentiality**

Accordingly, NE shall not use any information submitted by, Client(s) for any other purpose but conducting an audit and analysis exclusively to be provided to Client(s). NE shall keep all such information confidential, and shall safeguard and protect the confidentiality of such information. NE shall protect all of Client(s) information as confidential and shall protect it against disclosure to any third parties. Similarly, Client(s) agrees that NE's documents, questionnaires, and reports are NE's intellectual property, and Client(s) shall not use any of NE's documents to assist any other homeowner to analyze a mortgage without paying NE for an audit or analysis, and shall not provide NE's documents

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to anyone or any entity whatsoever. Client(s) is authorized and licensed to use NE's documents and reports only for Client(s) benefit in re-negotiating, challenging, or rescinding Client(s) mortgage(s), including sharing these with any attorney or agent working on Client(s) behalf, but for no other purpose.

### **Arbitration**

NE appreciates the opportunity to serve as *Client's* "Mortgage Auditor" and anticipates a productive and harmonious relationship. If, however *Client* becomes dissatisfied for any reason with the services we have performed or the fees charged we encourage our *Client* to bring their dissatisfaction to NE's attention immediately. NE is willing to discuss any issue that *Client* may have regarding service, accuracy, turn times or pricing and will make every attempt to resolve any issue. Most problems should be remedied through such communication. However, if a dispute arises that cannot be settled, NE and *Client* agree to utilize the services of a Florida Licensed Arbitration Service. Client agrees that the extent of the extent of the NE's liability will be limited to the loss of the fee paid by *Client* to NE on the particular Audit.

### **Limitation of Responsibility and Liability**

NE will not be responsible for damages, theft, loss or delays causes by any subcontractor or other third parties. Should any gross error be made by NE in the review or Audit of any Loan file, the extent of the NE's liability will be limited to the loss of the fee paid by *Client* to NE on the particular Audit.

### **Foreclosure-Related Rescue Service**

Pursuant to FL S 501.1377, NE is a 501(c)(3) non-profit organization, and does NOT contract with foreclosure related rescue services with a for-profit lender or person facilitating or engaging in foreclosure-rescue transactions. If you believe you may be an individual or entity that would be classified as such, please do not execute this agreement with NE. **All contracts executed with individuals or entities that are deemed to meet the definition of this heading are considered null and void.**

### **Entire Agreement**

This agreement and the terms and conditions herein, shall constitute the entire agreement and the complete understanding between NE and *Client(s)*, unless amended by subsequent instrument signed by NE and *Client(s)*. The laws of the State of Florida shall govern this agreement.

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The provisions of services listed herein by *NE*, and *Client(s)* pursuant to and in reliance upon *Agreement*, absent any written objection by *Client(s)* prior to the rendering of such Services, shall constitute acceptance by *Client(s)* of all the terms, exhibits and conditions of this agreement and this agreement shall be enforceable against the parties in accordance with the terms herein. The undersigned understand and agree to be bound by and honor the above terms of this agreement. Signatures sent electronically will be considered as effective as original signatures.

\_\_\_\_\_  
Name of Homeowner(s) Client

\_\_\_\_\_  
Signed by Homeowner(s) Client

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

**MORTGAGE AUDIT QUESTIONNAIRE – Appendix A to Customer Agreement  
(If you cannot remember just leave blank)**

Present Lender Name: \_\_\_\_\_

Lender Loan/Account #: \_\_\_\_\_

Borrower's Social Security Number (Needed for Securitization Audits Only): \_\_\_\_\_

Borrower's Phone Number (Needed for Attorney Free Consultation Only): \_\_\_\_\_

- |  |                |
|--|----------------|
| Is this your primary residence?  | Yes / No / N/A |
| Are you behind on your payment?  | Yes / No / N/A |
| Are you in foreclosure?  | Yes / No / N/A |
| If you are in default, in what month/year was your last payment applied (i.e., Feb '09)?   | _____          |
| Did you ever try to cancel your loan?  | Yes / No / N/A |
| Is the lender listed on your closing papers the same as the lender you pay today?  | Yes / No / N/A |
| Did you receive written notification that your loan was being transferred to another servicer transferred?   | Yes / No / N/A |
| If you have an escrow account, have you received your annual escrow statement each year?   | Yes / No / N/A |
| If you are behind, have you been notified that you can get "written" confirmation of your debt obligation within 30 days of any collection activity? | Yes / No / N/A |
| Did you report disability income on your loan application?   | Yes / No / N/A |
| Did you report workmen's compensation on your loan application?  | Yes / No / N/A |
| Did you receive your credit scores in writing?   | Yes / No / N/A |
| Were any RESPA formal requests sent?   | Yes / No / N/A |
| Did lender respond within 20 days of receiving the REPSA request?  | Yes / No / N/A |
| If a refinance, was the borrower solicited?  | Yes / No / N/A |
| If refinance, did it occur within 3 years of a prior refinance?  | Yes / No / N/A |
| Was the borrower initially offered a lower rate then on the final note?  | Yes / No / N/A |
| Did the borrower make any additional principal payments?   | Yes / No / N/A |



## **CHECKLIST FORM – Forensic Audit (Appendix B)**

### **Mortgage Disclosure Audit**

- Customer Agreement (Forensic Audit)
  
- Send ALL Closing Documents – below is a list of some of the key documents:**
  - Affiliated Business Arrangement Disclosure
  - Appraisal at the time of Application – (please provide if you think your appraisal was done in error)
  - CHARM Disclosure (if ARM Loan)
  - Collection Notice/Correspondences from Lender’s Attorney or Sheriff - if any
  - Credit Score Disclosures
  - ECOA Statement - Equal Credit Opportunity
  - Escrow Analysis
  - Good Faith Estimate(s)
  - High Cost Mortgage Disclosures
  - HUD1 and Addendums from Closing
  - Investigative Consumer Report Disclosure
  - Last Escrow Annual Statement
  - Mortgage / Deed of Trust / Security Instrument
  - Most Recent Mortgage Statement
  - Note
  - Note Addendum and Modification
  - Notice of Adverse Action
  - Privacy Policy Notice
  - RESPA Servicing Transfer Notice
  - Right of Rescission or Right to Cancel Document
  - Risk-Based Pricing Notice
  - Survey or platt
  - Title Policy or Title Commitment
  - Truth-In-Lending Disclosure (at application)
  - Truth-In-Lending Disclosure (at closing)
  - Uniform Residential Mortgage Application (Form 1003) – All versions
  - W2s, 1099s, and Tax Returns at the time of Application

\*\*The closing documents can be ordered if you cannot provide some of the above items

# **SECTION 2**

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**(OPTIONAL)**

**Loan Modification Package Customer Agreement**

The purpose of this Loan Modification Package Customer Agreement, hereinafter referred to as "Agreement," together with all exhibits hereto, is to set forth the terms and conditions upon which parties have agreed upon.

\_\_\_\_The New Earth Foundation, Inc.\_\_\_\_ hereinafter referred to "NE" with an address at \_9856 Ashburn Lake Drive, Tampa, FL 33610\_\_\_\_, will provide a Loan Modification Package(s) to \_\_\_\_\_whose address is \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Client(s)," you or your. The property address associated with the Loan Modification Package is \_\_\_\_\_

**Disclaimer:**

**NE makes absolutely no representations and warranties of any kind and takes on no liability for the Loan Modification Package, including incorrect calculations arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted to complete a Loan Modification Package. The Loan Modification Package is prepared on behalf of our Client and their representation (if applicable).**

**By accepting and using the services of NE, the "Client" acknowledges that NE is not a law firm and is not authorized to practice law in any state. It is the Client's sole responsibility to have their representing attorney or other similar 3<sup>rd</sup> party review the Loan Modification Package that has been ordered by Client in order to determine the validity of the request stated in the Package.**

**Responsibilities**

Client(s) have enlisted the services of NE, to complete a Loan Modification Package for Client(s), which will request from the clients lender to modify the loan terms of the clients existing mortgage. This Package shall be completed within \_\_\_\_ business days of receipt of all of Client(s) required mortgage documents and NE's receipt of Client(s)' good funds for payment in full for services to be performed. NE will send Client(s) a copy of the Package via an email attachment, and by mail if requested (for an additional fee). Client(s) will need to execute the Loan Modification Questionnaire (Appendix A) and this Engagement Letter, prior to NE accepting engagement.

NE will only review mortgage documentation relating to the Client(s) mortgage. Client(s) understand that they will need to send NE in a timely manner, legible copies of all the documents listed in the Required Document Check List (Appendix B).

Client(s) understand that they should not send any original documents, only legible copies that will be needed for NE to review. NE will destroy and not return the copy of these documents. Client(s) understand that NE is a Loan Modification Package Preparation firm only and we are not a law firm, nor

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do we practice law or give legal advice to *Client(s)*.

If needed, from time to time, *NE*, upon the *Client(s)* written request may refer *Client(s)* to an Attorney to help protect *Client (s)* legal rights. Attorneys are independent entities from *NE*, and *NE* does not guarantee attorneys(s) legal work.

### **Scope of Services**

The following sets forth the scope of this Engagement Letter and summarizes the tasks to be performed by *NE*. *NE* will complete a Loan Modification Package that requests that *Client(s)* existing mortgage terms be modified according to the *NE*'s proposal letter.

Once *NE* has completed the Loan Modification Package, *NE* will deliver the Loan Modification Package to you and, if identified, to your attorney or other representative.

You or your representative will inform the Lender of the Loan Modification request by mailing and/or faxing the Loan Modification Package to your Lender. Client is responsible for ensuring that the Loan Modification package is mailed and/or faxed to the correct mailing address or fax number of the Lender.

### **Compensation**

*NE*, will be paid \_\_\_\_\_ for a First Lien Loan Modification Package and if requested, an additional \_\_\_\_\_ for additional Liens Loan Modification Package for the above described services. Client shall remit this payment to *NE* upon execution of this engagement letter. Payment must be made payable to The New Earth Foundation, Inc. in the form of a money order or a credit card. If you choose to use a personal check, your Loan Modification Package will be completed after your check clears the bank. *NE* Does Not Accept Cash. This payment is non-refundable. Additional Fees may apply on transactions needing a priority rush or if we are required to copy your originals that have been sent to us via Certified Delivery.

*NE* provides its Loan Modification Packages on a customary, best-effort basis. Deposits that may be collected, are non-refundable and there are no refunds on completed Loan Modification Packages. A \$80 cancellation fee may be charged on submitted Loan Modification Packages that are cancelled before the Loan Modification Package is performed. Loan Modification Package conducted on incomplete files may be reprocessed with the submission of additional documents for a \$80 reprocessing fee, if submitted within two (2) weeks of completion of the original Loan Modification Package.

**Homeowner(s) acknowledges they are fully aware of the services provided by *NE* and elect to engage *NE* for these services.**

### **Confidentiality**

Accordingly, *NE* shall not use any information submitted by, *Client(s)* for any other purpose but completing a Loan Modification Package and analysis exclusively to be provided to *Client(s)*. *NE* shall keep all such information confidential, and shall safeguard and protect the confidentiality of such information. *NE* shall protect all of *Client(s)* information as confidential and shall protect it against disclosure to any third parties.

Similarly, Client(s) agrees that NE's documents, questionnaires, and reports are NE's intellectual property, and Client(s) shall not use any of NE's documents to assist any other homeowner to analyze a mortgage without paying NE for an analysis, and shall not provide NE's documents to anyone or any entity whatsoever. Client(s) is authorized and licensed to use NE's documents and reports only for Client(s) benefit in re-negotiating, challenging, or rescinding Client(s) mortgage(s), including sharing these with any attorney or agent working on Client(s) behalf, but for no other purpose.

**Arbitration:** NE appreciates the opportunity to serve as *Client's "Loan Modification Package Preparer"* and anticipates a productive and harmonious relationship. If, however *Client* becomes dissatisfied for any reason with the services we have performed or the fees charged we encourage our *Client* to bring their dissatisfaction to NE's attention immediately. NE is willing to discuss any issue that *Client* may have regarding service, accuracy, turn times or pricing and will make every attempt to resolve any issue. Most problems should be remedied through such communication. However, if a dispute arises that cannot be settled, NE and *Client* agree to utilize the services of a Florida Licensed Arbitration Service. Client agrees that the extent of the extent of the NE's liability will be limited to the loss of the fee paid by *Client* to NE on the particular Loan Modification Package.

**Limitation of Responsibility and Liability:** NE will not be responsible for damages, theft, loss or delays causes by any subcontractor or other third parties. Should any gross error be made by NE in the completion of any Loan file, the extent of the NE's liability will be limited to the loss of the fee paid by *Client* to NE on the particular Loan Modification Package.

### **Foreclosure-Related Rescue Service**

Pursuant to FL S 501.1377, NE is a 501(c)(3) non-profit organization, and does NOT contract with foreclosure related rescue services with a for-profit lender or person facilitating or engaging in foreclosure-rescue transactions. If you believe you may be an individual or entity that would be classified as such, please do not execute this agreement with NE. **All contracts executed with individuals or entities that are deemed to meet the definition of this heading are considered null and void.**

### **Entire Agreement**

This agreement and the terms and conditions herein, shall constitute the entire agreement and the complete understanding between NE and *Client(s)*, unless amended by subsequent instrument signed by NE and *Client(s)*. The laws of the State of Florida shall govern this agreement.

The provisions of services listed herein by NE, and *Client(s)* pursuant to and in reliance upon *Agreement*, absent any written objection by *Client(s)* prior to the rendering of such Services, shall constitute acceptance by *Client(s)* of all the terms, exhibits and conditions of this agreement and this agreement shall be enforceable against the parties in accordance with the terms herein.

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**Cancellation Notice - Pursuant to FL S. 501 (For Residential Homeowners in Florida only)**  
Homeowner's Right Of Cancellation

You may cancel this agreement if you are using the service described herein for foreclosure-related rescue services without any penalty or obligation within 3 business days following the date this agreement is signed by you.

The foreclosure-rescue consultant (excluding exempt parties) are prohibited by law from accepting any money, property, or other form of payment from you until all promised services are complete. If for any reason you have paid the consultant before cancellation, your payment must be returned to you no later than 10 business days after the consultant receives your cancellation notice.

To cancel this agreement, a signed and dated copy of a statement that you are canceling the agreement should be mailed (postmarked) or delivered to (NE) at the following address \_\_\_\_\_ no later than 3 full days after the execution date of this agreement.

I understand that my lender may offer help for my situation, and I have already explored their options.

The undersigned understand and agree to be bound by and honor the above terms of this agreement. Please sign and return a copy of this Agreement to NE. Upon receipt, NE will execute and return a signed Agreement to Client. Signatures sent electronically will be considered as effective as original signatures.

\_\_\_\_\_  
Name of Homeowner(s) Client

\_\_\_\_\_  
Signed by Homeowner(s) Client

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

\_\_\_\_\_

**LOAN MODIFICATION QUESTIONNAIRE – Appendix A to Customer Agreement  
(If you cannot remember just leave blank)**

Present Lender Name: \_\_\_\_\_

Lender Loan/Account #: \_\_\_\_\_

Is this your primary residence? Yes / No / N/A

Is this a 1<sup>st</sup> Mortgage? Yes / No / N/A

What was the initial principal of the loan? \$ \_\_\_\_\_

Are you behind on payments? Yes / No / N/A

What is most recent estimated appraised value? \$ \_\_\_\_\_

Have you ever received a HAMP Modification for this loan? Yes / No / N/A

Have you been turned down for a modification for this loan? Yes / No / N/A

Can you demonstrate you are having a financial hardship? Yes / No / N/A

How many units does the property have? \_\_\_\_\_

Have you verified with your Lender that your income sources are acceptable? Yes / No / N/A

Does your Lender participate in the Obama Plan? Yes / No / N/A

If you are behind, have you been notified that you can get “written” confirmation of your debt obligation within 30 days of any collection activity? Yes / No / N/A

If you have concerns about your mortgage transaction (i.e., you feel you were misled, defrauded, could never afford your mortgage, last minute changes, etc.), or any other concerns regarding your mortgage experience with your lender, please write a brief summary below about your experience:

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

\_\_\_\_\_  
Borrower’s Signature

\_\_\_\_\_  
Date

## CHECKLIST FORM – Appendix B to Customer Agreement – Loan Mod Package

### Loan Modification Package

- Customer Agreement (Loan Mod Package)
- Loan Modification Questionnaire
- Financial Statement

### **Below is a list of some of the key documents:**

- Hardship Letter
- Lender's Loan Modification Application
- Last 2 Year's W2s
- Payroll Stubs and/or Proof of Income verification Information for Last 30 days  
(if paid every month we need at least 2 months and if self employed please supply a profit and loss showing a profit or schedule C)
- Last Two Month's Bank Statements (or a letter stating you don't have a bank account)
- Two Years Federal Income Tax Returns and All Schedules (or a letter stating that you did not file income taxes for that year)
- Most Recent Utility Bill Showing Servicing Address
- Signed Form 4506 T (Obtain From Lender)
- Most Recent Home Owner's Association Statement (if applicable)
- Most Recent Home Insurance Statement (if not escrowed)
- Most Recent Property Tax Statement (if not escrowed)
- Collection Notice/Correspondences from Lender's Attorney or Sheriff - if any
- Mortgage / Deed of Trust / Security Instrument
- Most Recent Mortgage Statement
- Note
- Note Addendum and Modification