



Checklist

We need the following documents in order to expedite your modification review:

All Borrowers:

- ☐ A completed, signed, and dated Borrower Assistance Application from all obligated parties
- ☐ Most recent one (1) full month of paystubs; minimum of two consecutive paystubs for new employment
- ☐ Most recent bank statement from all accounts, with all pages, for each borrower
- ☐ Signed and dated federal tax return(s), with all schedules, for the most recent calendar year (If not required to file taxes, provide a signed and dated letter of explanation)
- ☐ If applicable, most recent HOA statement to verify monthly Homeowners' Association Dues

Non-Borrowers

If a non-borrower(s) contributes money towards the mortgage payment and/or household expenses:

- ☐ Signed and dated letter from non-borrower(s) stating monthly contribution amount
- ☐ A letter of authorization to obtain a credit report on all contributing non-borrowers
- ☐ Proof of income to support contribution amount; see borrower income requirements
- ☐ Most recent bank statement, with all pages, for each contributing non-borrower

Additional documents for other sources of income:

If you are Self-Employed:

- ☐ Signed and dated tax return(s), with all schedules and forms, for the most recent calendar year (1040s, and if Corporation or LLC, include 1120s, K-1s, and/or 1065s)
- ☐ Last three (3) months or most recent quarterly, signed and dated, Profit and Loss Statement
- ☐ Last three (3) months business bank statements for the same period reflected on the Profit and Loss Statement

If you own rental properties:

- ☐ Copy of all fully executed lease agreements
- ☐ Most recent bank statement, with all pages, to verify rental income deposits (if unable to provide bank statements, please provide cancelled checks or Schedule E of recent tax return)
- ☐ Recent mortgage or payoff statements for all rental properties owned; if loans are not escrowed, provide property tax statement, homeowner's insurance declaration page, and HOA statement, if applicable

In some situations, tax returns are needed to verify income. If you have not yet filed your most recent year's federal tax return or have filed for an extension:

- ☐ Request your tax transcripts for most recent year's federal tax return from the IRS using the form 4506-C at either the IRS website <https://www.irs.gov/individuals/get-transcript> or by calling 800-908-9946

If you receive Fixed Income (e.g. SSI, pension, long term disability, alimony, child support):

- ☐ Award letter or benefit statement showing the amount, frequency, and duration of pay
- ☐ Most recent bank statement, with all pages, to verify deposits

If you receive Variable Income (e.g. seasonal income, school employees):

- ☐ Evidence of the frequency and duration of pay, and documentation to support income received (e.g. Employment Contract, Letter of Explanation from Employer, along with paystubs and/or bank statements for the months worked)

In cases where a divorce or legal separation has occurred:

- ☐ A copy of a divorce decree or legal separation filed/acknowledged with the Court
- ☐ A copy of a recorded Quit Claim Deed or Warranty Deed filed with the County

If your loan is not currently escrowed for property tax and/or hazard insurance:

- ☐ A copy of the most recent property tax statement and/or hazard insurance declaration page

If you are reapplying due to a change in your circumstances:

- ☐ A signed and dated letter of explanation and supporting documentation to outline your change in circumstance

****Note: Any expenses disclosed must be validated with supporting documents (e.g. Alimony, Child Support, Liens, and Judgments)***

If you have any questions or concerns regarding this checklist, please contact our office toll free at 1-888-504-7300, Monday through Friday, 8:00 a.m. to 6:00 p.m. CT.



This completed Borrower Assistance Application and all required documentation must be sent to one of the following locations:

Mail: Attn: Loss Mitigation Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Irvine, CA 92618	Secure Fax: 949-341-2238 Email: LossMitigation@RushmoreLM.com
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Questions: Call us at 888-504-7300 Monday-Friday, 8:00 a.m. to 6:00 p.m. CT.

BORROWER ASSISTANCE APPLICATION

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this application along with other required documentation to be considered for available options. You must disclose information about (1) your intentions to either keep or transition out of the property; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency or representative, if any.

You must disclose information about your income, expenses and assets. This application also lists the required income documentation that you must submit in support of your request for assistance. You must also complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

When you sign and date this application you will make certain certifications, representations and agreements, including certifying that the information you provide in the application is accurate and truthful and that the identified hardship has contributed to your need for mortgage relief.

This application requires income documentation, the required hardship documentation, a signed and completed Dodd-Frank Certification, and if applicable, a completed and signed Non-Borrower Contribution form.

Loan Number: _____ (found on your monthly mortgage statement)

I want to: ☐ Keep the property ☐ Vacate the property ☐ Sell the property ☐ Undecided
If you wish to keep the property, for how long? _____

The property is currently: ☐ My primary residence ☐ A second home
☐ An investment property

The property is currently: ☐ Owner occupied ☐ Renter occupied ☐ Vacant

CONTACT INFORMATION

Borrower	Co-Borrower
Borrower Name: _____	Co-Borrower Name: _____
SSN _____ DOB _____	SSN _____ DOB _____
Home Phone # () Best time to call: _____	Home Phone # () Best time to call: _____
Cell/Mobile Phone # () Best time to call: _____	Cell/Mobile Phone # () Best time to call: _____
Email: _____	Email: _____

- ☐ My primary language is Spanish. This information will be used to assign you a Spanish-speaking representative when available after your application is received. *Mi lengua principal es el español. Esta información será utilizada para asignar un representante que hable español cuando este disponible después que su aplicación ha sido recibida. Llámenos al teléfono indicado si necesita ayuda para completar esta aplicación.*

Mailing Address: _____
Property Address (if the same as mailing address, just write "same")
<p>Have you contacted a credit counseling agency? <input type="radio"/> Yes <input type="radio"/> No</p> <p>If "Yes", provide counselor contact information:</p> <p>Agency Name: _____ Counselor Name: _____</p> <p>Counselor Phone #: _____</p> <p>Counselor email: _____</p> <p>Rushmore may contact this agency about my Loan. <input type="radio"/> Yes <input type="radio"/> No</p>
<p>Do you have a lawyer or other representative we should contact about this application?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>If "Yes", provide contact information:</p> <p>Law Firm Name (if any): _____ Representative Name: _____</p> <p>Phone #: _____</p> <p>Email: _____</p> <p>Rushmore should only contact this representative about my Loan. <input type="radio"/> Yes <input type="radio"/> No</p>

PROPERTY INFORMATION

Estimated Market Value of the property: \$ _____

Is the property listed for sale? ☐ Yes ☐ No If "Yes", what was the listing date? _____

Have you received an offer on the property? ☐ Yes ☐ No

Date of Offer: _____ Amount of Offer: \$ _____

Agent's Name: _____ Agent's phone #: _____

For Sale by Owner ☐ Yes ☐ No

Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No

Total monthly amount: \$ _____

Name and Address that fees are paid to: _____

Who pays the real estate tax bill on the property? ☐ I/We do ☐ Servicer does

Are the taxes current? ☐ Yes ☐ No

Who pays the homeowners insurance policy on the property? ☐ I/We do ☐ Servicer does

Is the policy current? ☐ Yes ☐ No Name of Insurance Company: _____

Insurance Company Phone #: _____

Are there any liens/other mortgages or judgments on the property? ☐ Yes ☐ No

If "Yes", provide:

Lien holder/Servicer name: _____ Phone #: _____

Balance Amount: \$ _____ Monthly payment amount: \$ _____

Lien holder/Servicer name: _____ Phone #: _____

Balance Amount: \$ _____ Monthly payment amount: \$ _____

Lien holder/Servicer name: _____ Phone #: _____

Balance Amount: \$ _____ Monthly payment amount: \$ _____

MORTGAGE INFORMATION

Has the mortgage on your property ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No

BORROWER INFORMATION

Have you or the co-borrower filed bankruptcy? ☐ Yes ☐ No
☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

Has the bankruptcy been discharged? ☐ Yes ☐ No Bankruptcy Case No. :
Has/Was the mortgage on the property been reaffirmed? ☐ Yes ☐ No ☐ Don't know

If you have or will receive a discharge from a bankruptcy and the mortgage was not reaffirmed in the case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout option discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options to retain your property.

SERVICE MEMBERS

Is any borrower an active duty service member? ☐ Yes ☐ No
If "Yes", has any borrower been deployed away from his/her primary residence or received a permanent Change of Station order? ☐ Yes ☐ No
Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? ☐ Yes ☐ No

EMPLOYMENT INFORMATION

Borrower

Company Name: _____ Start Date: _____
Job Title: _____

Co-Borrower

Company Name: _____ Start Date: _____
Job Title: _____

OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

Complete this section ONLY if you are requesting mortgage assistance for a property that is not your principal residence.

I am requesting mortgage assistance with a rental property that is not your principal residence:

☐ Yes ☐ No

I am requesting mortgage assistance with a second or seasonal home: ☐ Yes ☐ No

If "Yes" to either, I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan Number: _____

Do you have a second mortgage on the property? ☐ Yes ☐ No

If "Yes": Servicer Name: _____

Loan Number: _____

Do you have condo or Homeowner's association (HOA) fee? ☐ Yes ☐ No

If "Yes": Monthly Fee: _____ Are HOA fees current? ☐ Yes ☐ No

Name and address fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No

If "NO": Are taxes and insurance paid and current? ☐ Yes ☐ No

Annual Homeowner's Insurance: _____ Annual Property Taxes: _____

☐ Vacant and available for rent

☐ Occupied by a tenant as their principal residence

☐ Other: _____

If rental property is occupied by a tenant:

☐ Term/Lease of Occupancy (MM/DD/YYYY - MMMM/DD/YYYY): _____

☐ Gross Monthly Rent: \$ _____

If rental property is vacant, describe efforts to rent property:

If applicable, describe relationship and duration of non-rent paying occupant of rental property:

Is the property for sale? ☐ Yes ☐ No

If "Yes", Listing Agent Name: _____

Listing Agent Phone #: _____

Listing Date: _____ Have you received a purchase offer? ☐ Yes ☐ No

Amount of Offer: \$ _____ Closing Date: _____

RENTAL PROPERTY CERTIFICATION

You must complete this certification if you are requesting mortgage assistance with respect to a rental property.

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this section and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term “reasonable efforts” includes, without limitation, advertising the property for rent in local newspaper, websites, or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The Term “secondary residence” includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) exclusive of my primary residence.

Notwithstanding the residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certificate is effective on the earlier of the date listed below or the date the RMA is received by you servicer.

Initials: _____

Borrower

Date

Initials: _____

Co-Borrower

Date

FINANCIAL INFORMATION

Borrower Monthly Income

Borrower Monthly Income		Borrower Assets	
Gross Wages	\$	Checking Account	\$
Overtime	\$	Checking Account	\$
Child support/Alimony*	\$	Savings/Money Market	\$
Non-Taxable Social Security/SSDI	\$	Stocks/Bonds/CDs	\$
Taxable SS Benefits or Other Monthly Income (e.g., Annuities or Retirement Plans, etc.)	\$	Expected Assets (e.g., inheritance, tax, returns, etc.)	\$
Tips, Commissions, Bonus and Self-employment income	\$	Total Amount in Additional Assets (e.g. trusts)	\$
Rents Received	\$	Other Real Estate Owned (estimated value)	\$
Unemployment Income	\$	Retirement	\$
Food stamps/Welfare	\$	Other Cash on Hand	\$
Other	\$	Other	\$

Co-Borrower Monthly Income

Co-Borrower Monthly Income		Co-Borrower Assets	
Gross Wages	\$	Checking Account	\$
Overtime	\$	Checking Account	\$
Child support/Alimony*	\$	Savings/Money Market	\$
Non-Taxable Social Security/SSDI	\$	Stocks/Bonds/CDs	\$
Taxable SS Benefits or Other Monthly Income (e.g., Annuities or Retirement Plans, etc.)	\$	Expected assets (e.g., inheritance, tax, returns, etc.)	\$
Tips, Commissions, Bonus and Self-Employment Income	\$	Total Amount in Additional Assets (e.g. trusts)	\$
Rents Received	\$	Other Real Estate Owned (estimated value)	\$
Unemployment Income	\$	Retirement	\$
Food Stamps/Welfare	\$	Other Cash on Hand	\$
Other	\$	Other	\$

*Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.

Monthly Household Expenses

First Mortgage	\$	Electric	\$
Second Mortgage	\$	Gas	\$
Homeowner's Insurance*	\$	Trash	\$
Property Taxes	\$	Cable	\$
HOA/Condo Fees/Property Maintenance	\$	Cell phone	\$
Student Loan (if not deferred)	\$	Food	\$
Car Payment	\$	Clothing	\$
Credit Cards/Other Installment Loans (minimum monthly payment)	\$	Out of Pocket Medical/Dental Expenses	\$
Car Expense/Gas	\$	Life Insurance	\$
Alimony/Child Support Payments	\$	Mortgage Payments on Other Properties	\$
Other	\$	Other	\$

If you want Rushmore to consider Non-Borrower/Contributor Income (a person who resides in the property or contributes to household income but is not a listed Borrower on the Loan), please submit a completed and signed Non-Borrower Contribution form with this application.

REQUIRED INCOME DOCUMENTATION

Please refer to the Checklist included in this package

Any income documentation that you submit as part of your Borrower Assistance Application should be dated within 90 days of the time documentation is received by Rushmore.

Additional documentation may be required if income not supported.

HARDSHIP AFFIDAVIT

I (We) are having difficulty or expect to have difficulty making monthly mortgage payments because of the reason(s) set forth below. *Please check the primary reason and submit the required documentation demonstrating your primary hardship.*

If your Hardship Is:

Then the required documentation is:

<input type="radio"/> Unemployment	Please state dates of unemployment (e.g. MM/DD/YYYY to MM/DD/YYYY): ____/____/____ to ____/____/____ ____/____/____ to ____/____/____
<input type="radio"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances beyond your control (e.g., reduction in overtime or regular working hours, reduction in base pay).	Provide a written description of your circumstances on the attached hardship letter.
<input type="radio"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expense due to circumstances beyond your control.	Provide a written description of your circumstances below or on the attached hardship letter:

<p><input type="radio"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or domestic partnership.</p>	<p>Provide one of the following documents:</p> <ul style="list-style-type: none"> • Divorce decree • Separation Agreement • Current credit report evidencing divorce, separation or non-occupying borrower has different address • Recorded quitclaim deed evidencing that non-occupying borrower has relinquished rights to the property
<p><input type="radio"/> Death of a borrower or death of a primary or secondary wage earner in the household.</p>	<p>Send either:</p> <ul style="list-style-type: none"> • Death certificate <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Obituary or newspaper article reporting the death
<p><input type="radio"/> Long-term or permanent disability; serious illness of a borrower or dependent family member.</p>	<p>Provide one of the following documents:</p> <ul style="list-style-type: none"> • Proof of monthly insurance benefits or government assistance, if applicable • Written statement or other documentation verifying disability or illness • Doctor's certificate of illness or disability • Medical Bills <p><i>None of the above shall require providing detailed medical information</i></p>
<p><input type="radio"/> Disaster (natural or man-made) adversely impacting the property or a borrower's place of employment.</p>	<p>Provide one of the following documents:</p> <ul style="list-style-type: none"> • Insurance claim • Federal Emergency Management Agency grant or Small Business Administration loan paperwork • Proof of borrower or employer property located in a declared disaster area

<input type="radio"/> Distant employment transfer/relocation	<p>For active duty service members: Note of Permanent Change of Station (PCS) or actual PCS orders</p> <p>For employment transfers/new employment: One of:</p> <ul style="list-style-type: none"> • Copy of signed offer letter/employer notice showing employment location • Pay-stub from new employer • If none of the above, written explanation <p>Also provide documentation showing any relocation assistance</p>
<input type="radio"/> Business Failure	<p>Tax Return from previous year (with schedules) AND Proof of business failure supported by one of the following:</p> <ul style="list-style-type: none"> • Bankruptcy filing for business • 2 months recent bank statements for business account evidencing cessation of business activity • Most recent signed and dated quarter or year to date profit and loss statement
<input type="radio"/> Other	<p>Provide a written description of hardship below and any relevant documentation:</p>

HARDSHIP LETTER

Please Complete:

Date: _____

Property Address

City, State, Zip Code

Loan Number:

My financial circumstances since entering into the above referenced loan have changed substantially and I am no longer financially able to maintain the loan payments.

The following changes or events have occurred and are preventing me from maintaining current and/or future payments on my loan.

[illegible]

Borrower Signature

Date _____

Co-Borrower Signature

Date _____

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

For federal government programs, 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 service is required to note the information on the basis of visual observation or surname if you have made a request of loan modification in person. If you do not wish to furnish this information indicate below.

Borrower	Co-Borrower
<input type="radio"/> I do not want to furnish this information	<input type="radio"/> I do not want to furnish this information
Ethnicity: <input type="radio"/> Hispanic/Latino <input type="radio"/> Not Hispanic/Latino	Ethnicity: <input type="radio"/> Hispanic/Latino <input type="radio"/> Not Hispanic/Latino
Race: <input type="radio"/> American Indian/Alaska Native <input type="radio"/> Asian <input type="radio"/> Black/African American <input type="radio"/> Native Hawaiian/Other Pacific Islander <input type="radio"/> White	Race: <input type="radio"/> American Indian/Alaska Native <input type="radio"/> Asian <input type="radio"/> Black/African American <input type="radio"/> Native Hawaiian/Other Pacific Islander <input type="radio"/> White
Sex: <input type="radio"/> Female <input type="radio"/> Male	Sex: <input type="radio"/> Female <input type="radio"/> Male

BORROWER/CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

I certify, acknowledge and agree as follows:

1. All information in this Borrower Assistance Application is truthful and the hardship I have identified has contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by Rushmore, the loan owner or guarantor of my loan, their agents or an authorized third party*, and I may be required to provide additional supporting documentation.
3. Knowingly submitting false information may violate federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage loan, engaged in fraud or misrepresented any fact(s) in connection with this application or if I do not provide all required documentation, Rushmore may cancel any mortgage relief granted and may pursue foreclosure on my property and/or pursue any available legal remedies.
5. Rushmore is not obligated to offer me assistance based solely on the representations in this application or other documentation submitted in connection with my request.
6. I may be eligible for a trial plan, repayment plan or forbearance plan. If I am eligible for one of these:
 - a. All the terms of this Acknowledgement and Agreement are incorporated into such plan.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the plan sent by Rushmore.
 - c. Rushmore's acceptance of any payment under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial plan for modification generally require escrow amounts. If I was not previously required to pay escrow amounts and my trial plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan for forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. Rushmore may obtain a current credit report on all borrowers obligated on the Note.
9. Rushmore or my designated representative or counseling agency will collect and record personal information that I submit in or related to this application and during the evaluation process. This personal information may include (a) my name, address and telephone number, (b) my social security number, (c) my credit score, (d) my income and (e) my payment history and information about my accounts and activity. I understand and consent to this as well as your disclosing this information and the terms of any relief granted to any investor, insurer or guarantor of my loan and if applicable, to the U.S. Department of Treasury, Fannie Mae and Freddie Mac (and their agents) in conjunction with their responsibilities under the Making Home Affordable program.
10. I consent to being contacted concerning this request for mortgage assistance and all other matters concerning my loan at any e-mail address or cellular or mobile telephone number I have provided to Rushmore. This includes text messages and telephone calls (including those made by an automated dialer) to my cellular or mobile telephone.

Borrower Signature

Date

Co-Borrower Signature

Date

DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information if you may be eligible for assistance under the Making Home Affordable Program. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 USC 5201 et seq), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

I/We understand that the Servicer, the United States Department of the Treasury or their respective agents may investigate the accuracy of my/our statements by performing routine background checks, including automated searches of federal, state or county databases, to confirm that I/we have not been convicted of such crimes. I/We also understand that knowingly submitting false information may violate Federal law.

This certification is effective on the earlier of the date listed below or the date this application is received by the Servicer.

Borrower Signature

Date

Date of Birth

Social Security Number

Co-Borrower Signature

Date

Date of Birth

Social Security Number

Use this form for an individual who resides at your property address or contributes to household income who is not listed as a borrower on the loan.

Borrower Name: _____ Loan Number: _____

Property Address: _____

Non-Borrower Contributor Name: _____

Non-Borrower Contributor Address: _____

Non-Borrower Contributor Social Security No.: _____

My income has been previously used in an evaluation for a HAMP modification for a principal residence. ☐ Yes ☐ No

A mortgage of any other property I own has had a permanent HAMP modification.

☐ Yes ☐ No

Monthly Income

Gross Wages	\$
Overtime	\$
Child Support/Alimony*	\$
Non-Taxable Social Security/SSDI	\$
Taxable SS benefits or Other Monthly Income (e.g., Annuities or Retirement Plans, etc.)	\$
Tips, Commissions, Bonus and Self-Employment Income	\$
Rents Received	\$
Unemployment Income	\$
Food stamps/Welfare	\$
Other	\$

**Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.*

By signing below, I agree to the following

- I request that my income be included in the review of the modification request by the above referenced borrower(s).
- I contribute/will contribute for the foreseeable future: (check one)
☐ \$ _____ monthly to the household ☐ 100% of my income
- I will provide documentation supporting my income upon request.
- I authorize Rushmore or its agents to obtain my credit report in connection with your evaluation of the Borrower's request for assistance.

Signature of Non-Borrower Contributor

Date

WILL INCOME DOCUMENTATION THAT I SUBMIT EXPIRE AT ANY POINT?

- Any income documentation that you submit as part of your Borrower Assistance Application should be dated within 90 days of the time documentation is received by Rushmore. Generally, a decision will be made on your Borrower Assistance Application prior to the time that documentation you submit would expire.
- Income documentation includes items that would document your monthly income, such as paycheck stubs and bank statements.

WILL I BE CONSIDERED FOR ALL TYPES OF LOSS MITIGATION OPTIONS?

- We service loans for many different types of loan owners. Each loan owner decides what options to offer and when and under what circumstances they will be offered. Some loan owners may not offer loan modification options or may limit the number of times or the time periods during which it will offer certain options. Some loan owners may offer different options depending on whether the property is a primary residence, second home or investment property or is vacant. You will be considered for all loss mitigations that are offered by the particular owner of your loan for the particular type of loan that you have.
- If your loan is a government-insured loan (e.g., FHA, VA or USDA), the government agency determines what options may be offered and when they may be offered.

WILL MY CREDIT SCORE BE AFFECTED?

- We are required to report the delinquency status of your loan to the credit reporting agencies in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
- The acceptance of a foreclosure prevention option may affect your credit score, depending on your individual credit history. Credit scoring companies generally consider entering into a plan with reduced payments as increasing your credit risk. Therefore, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your loan or otherwise have a good score.

WILL THERE BE ANY TAX CONSEQUENCES?

- Depending on the loss mitigation option or terms of an option you are offered, there may be tax consequences to such a transaction. For example, debt forgiveness may be taxable income to you.
- Rushmore is not a law firm. You should consult your tax advisor or an attorney about any potential tax consequences of an offered loss mitigation option.

WILL YOU CONTINUE COLLECTION OR FORECLOSURE ACTIVITIES?

- **You should continue to make all required monthly payments on your loan if you can.**
- We may continue collection and/or foreclosure activity as allowed under applicable federal and state laws until a foreclosure prevention option has been approved and is completed.
- If you submit a complete Borrower Assistance Application, we will not commence a foreclosure proceeding unless:
 - You do not accept an offered option within the specified time period.
 - You are denied for all available options to foreclosure and any applicable appeal period has expired.
 - You breach the terms of the option you were offered and you accepted.

WHAT IF MY PROPERTY IS SCHEDULED FOR A FORECLOSURE SALE?

- In general, we will not evaluate a Borrower Assistance Application that is submitted shortly before a scheduled foreclosure sale date. This means that, in general, in order for your Application to be evaluated, your complete Borrower Assistance Application must be received by Rushmore:
 - **If the property is in Minnesota and is your primary residence: at least 7 business days prior to the scheduled foreclosure sale date**
 - **For all other loans: at least 38 calendar days prior to the scheduled foreclosure sale date**
- **If a foreclosure sale is pending but there is no specific date scheduled for the sale, a court with jurisdiction over the foreclosure or a public official charged with carrying out the sale may not halt the sale even if we approve you for a foreclosure alternative prior to the sale.**

WILL I NEED AN APPRAISAL ON MY HOME?

Depending on the type of option, you may receive a call from a property appraiser and/or real estate broker to make arrangements to gain access to your property to determine its value. The cost of the appraisal will be added to your loan account.

WHAT IF I AM AN ACTIVE SERVICE MEMBER?

The Service members Civil Relief Act provides certain legal protections and debt relief to service members on active duty or the dependents of active service members. Please visit www.militaryonesource.com for information and assistance with budgeting, debt reduction and credit issues or call toll free from within the U.S. at 800-342-9647 or from outside the U.S. at 800-342-6477 or International Collect at 484-530-5908. Please let Rushmore know if you are an active service member experiencing financial difficulty. Even if you are not entitled to protection under the Service members Civil Relief Act, Rushmore may be able to help you under its service members relief program.

ARE THERE OTHER RESOURCES AVAILABLE TO ME?

The U.S. Department of Housing and Urban Development (HUD) sponsors non-profit homeownership counseling agencies across the country. Call 800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> for a list of HUD-approved agencies in your area. In addition, many state regulatory authorities maintain lists of non-profit homeownership counseling agencies available to borrowers in that state. The New York State Department of Financial Services website (www.dfs.ny.gov) or the Division of Housing and Community Renewal's website (www.nyshcr.gov) can provide names of counseling agencies assisting New York borrowers. For borrowers in other states, please check your state's regulatory websites.

DISCLOSURE OF RIGHT TO RECEIVE COPY OF APPRAISAL OR VALUATION REPORT

In connection with your recent loss mitigation request we may order an appraisal or valuation to determine the property's value, and may charge you for this appraisal or valuation. You have the right to receive a copy of any appraisal or valuation that is performed on your property. Upon completion, Rushmore will promptly provide you with a copy of any appraisal or valuation, even if your application is not approved. You can pay for an additional appraisal for your own use at your own cost.

Please keep this notice with your own records.

If you have other mortgage loans secured by this property, you should contact the servicer of those loans to discuss available loss mitigation options.

GLOSSARY OF CERTAIN LOSS MITIGATION OPTION TERMS

Repayment Plan — Allows you to pay past due amounts on your loan over a specified time period to bring your loan current. Each plan payment includes your regular monthly payment plus a portion of the past due amount. The term of the loan will vary based on your ability to repay.

Trial Period Plan/Forbearance — Forbearance allows you to temporarily suspend or reduce your payments for a specified time period. Under a trial period payment plan, you make specified payments over a short period of time to demonstrate your ability and willingness to pay a specified amount. The payment under a trial period plan may be higher than the original payment amount when your loan was originated.

Loan Modification — Permanently modifies the terms of your loan. May change one or more terms of your loan in order to help you bring a defaulted loan current and prevent foreclosure. A loan modification may include one or more of the following:

- An interest rate reduction
- In certain cases, a forgiveness of a portion of principal
- An extension of the maturity of the debt
- Spreading the past due amount over the remaining term
- A deferment of a portion of the outstanding debt

Short Refinance — Allows you to refinance your loan at less than the remaining balance of your loan. The owner of your loan agrees to forgive some of the principal balance. In most cases, you will be responsible for the costs of obtaining the new loan.

Short Sale — Allows you to sell your home for less than the remaining balance on your loan. The agreed upon net sale price of the home must be acceptable to the owner of your loan. The debt may be satisfied at the agreed upon sale price and terms. If the short sale is completed, you will not be responsible for the costs of sale (e.g., broker fees). Relocation assistance may be offered.

Deed-in-Lieu — A voluntary deed of the ownership of your home to the owner of your loan in satisfaction of some or all of your obligations under your loan. This action will not save your home but may aid you in qualifying for another mortgage in the future. This option may have a less negative impact on your credit than a foreclosure. There cannot be any problems with the title to your property, such as outstanding liens that cannot be satisfied. Rushmore will request a title report on your home. If a deed-in-lieu is not completed, the costs of this report will be added to your loan balance. Relocation assistance may be offered.

Reinstatement — Payment of the total amount you owe in a lump sum payment and by a specific date. This brings your loan current. This may follow a forbearance.

Consent to Judgement — If you are unsuccessful in selling your home and do not qualify for a Deed-in-Lieu because of outstanding liens, this option may be available to you. You agree to a quick foreclosure. Relocation assistance may be offered.

Settlement — A mutual agreement between you and Rushmore whereby Rushmore, on behalf of the loan owner, agrees to accept less than the full amount of your loan balance in full satisfaction of your loan. You retain full ownership of your home.

Legal Rights and Protections Under the SCRA

Servicemembers on “active duty” or “active service,” or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 39014043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember’s military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember’s military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember’s military orders.
***Rushmore Loan Management Services, LLC / 15480 Laguna Canyon Road, Suite 100, Irvine CA 92618
Telephone (888) 504-6700 / Fax (949) 453-9397***
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember’s military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense’s Defense Manpower Data Center’s website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit’s Judge Advocate, or their installation’s Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>
- “Military OneSource” is the U. S. Department of Defense’s information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call (800) 342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC

P.O. Box 52262

Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

The following notice is in reference to the Homeowner Assistance Fund:

The Homeowner Assistance Fund is a federal program to help homeowners impacted by COVID-19 resolve mortgage payments and other housing expenses. To learn more about the availability of Homeowner Assistance Funds in your state, please visit Rushmore's State Homeowner Assistance Resources page at <https://www.rushmorelm.com/state-assistance/>

STATE SPECIFIC NOTICES

The following notice applies to Arkansas residents only:

Please note that Rushmore Loan Management Services LLC is licensed in Arkansas and that complaints about Rushmore Loan Management Services LLC may be submitted to the Arkansas Securities Department via the Department's website (<http://www.securities.arkansas.gov/>) or toll-free 1-800-981-4429.

The following notice applies to California residents only:

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (382-4357) or www.ftc.gov.

The following notice applies to Colorado residents only:

Please note: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.
FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.coag.gov/car.
Please be advised that you can reach the Colorado Foreclosure Hotline at 1-877-601-HOPE (601-4673).

Local Rushmore Loan Management Services LLC Agent for Colorado Residents:
Irvin Borenstein
7200 S. Alton Way, #B180
Centennial, CO 80112
303-309-3839

The following notice applies to Hawaii residents only:

Rushmore is licensed by the Division of Financial Institutions for the State of Hawaii. A borrower may file a complaint about Rushmore Loan Management Services with the Commissioner:

Division of Financial Institutions
Department of Commerce and Consumer Affairs
King Kalakaua Building
335 Merchant Street, Rm. 221
Honolulu, HI 96813

If you believe your loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or dfi@dcca.hawaii.gov.

The following notice applies to Massachusetts residents only:

Notice of IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the creditor.

The following notice applies to North Carolina residents only:

If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website, www.nccob.gov.

RUSHMORE LOAN MANAGEMENT SERVICES LLC Branch Addresses:

California Branch: 15480 Laguna Canyon Road, Suite 100, Irvine CA 92618
Texas Branch: 8616 Freeport Pkwy, Suite 100 Irving, TX 75063
Oklahoma Branch: 2000 North Classen Blvd, Suite N3400, Oklahoma City, OK 73106

Collection Agency

CA Office License Number: **103651**

TX Office License Number: **112248**

OK Office License Number: **113559**

The following notice applies to New York residents only:

NOTICE PURSUANT TO NEW YORK STATE BANKING REGULATION 419

Rushmore is registered with the Superintendent of Banks for the State of New York. A borrower may file a complaint about Rushmore Loan Management Services with the New York State Department of Financial Services. A borrower may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov.

If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.

NMLS Unique ID Number 185729

Please be advised that calls regarding your property insurance requirements may be answered by Southwest Business Corporation, a third party insurance producer and tracking services provider.

You may request to receive communications from Rushmore in alternative format, which may include large print, Braille, or audio. To make this request, please contact Rushmore at (888) 504-6700.

New York City Consumers:

Rushmore Loan Management Services may provide language access services to consumers who seek to communicate in a language other than English when contacting our customer service center and speaking to a live agent.

A translation and description of commonly-used debt collection terms is available in multiple languages on the New York City Department of Consumer Affairs' website, www.nyc.gov/dca.

The following notice applies to Texas residents only:

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.

The following notice applies to Oregon residents only:

Pursuant to Oregon Revised Statutes 86A.324, the Director of the Department of Consumer and Business Services prescribed by law and pursuant to FSR 25-2020: Borrowers: The Oregon Division of Financial Regulation (DFR) oversees residential mortgage loan servicers who are responsible for servicing residential mortgage loans in connection with real property located in Oregon and persons required to have a license to service residential mortgage loans in this state. If you have questions regarding your residential mortgage loan, contact your servicer at 888-504-6700. To file a complaint about unlawful conduct by an Oregon licensee or a person required to have an Oregon license, call DFR at 888-877-4894 or visit dfr.oregon.gov.

The following notice applies to Pennsylvania residents only:

The lender shall retain a security interest in the residential real estate unless and until the debt is fully satisfied and the security interest is released.

The following notice applies to Wisconsin residents only:

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.