

# **PRIMARY TITLE SERVICES**

## **HANDBOOK FOR SHORT SALE TRANSACTIONS**

**Tel: 305-827-6298**

**Fax: 305-828-0476**

**Email: [gfernandez@theprimarychoice.com](mailto:gfernandez@theprimarychoice.com)**

**Website: [www.theprimarychoice.com](http://www.theprimarychoice.com)**



**Dear Homeowner:**

Thank you for your interest in Primary Title Services, Inc. We help homeowners like you find solutions to avoid losing your property in a pending foreclosure sale.

In order to help get your short sale offer approved we will need to negotiate with the bank(s) on your behalf. In order to start this process we will need the following documents:

1. **Mortgage Statement** for each loan that exists against the subject property.
2. **Hardship letter.** A letter that states the events and reasons that caused the owner to be in default and not be able to make the mortgage payments. We can help you with this.
3. **Bank Statements.** Last (2) months for all of the banks you hold accounts with.
4. **Financial statement.** A statement that shows all the income sources, savings, assets and expenses of the owner(s). We will provide this form as each lender has their own. We can help you with this.
5. **W-2 Forms.** Last (2) years W-2 forms from all of your jobs or sources of income.
6. **Tax Returns.** Last two years federal tax returns—signed, all pages.
7. **Copies of all 401k, IRA, or other retirement accounts.**
8. **Insurance Claims Proof** if/when there is damage to the property (pending claim).
9. **Bankruptcy Letter** or proof of bankruptcy proceedings (if filed).
10. **Proof of Divorce.** Any document that proves divorce (if applicable).
11. **Proof of Disability** if you are presently or recently disabled.

**When you execute a contract to sell your property, please submit the following documents (completely filled out):**

1. Addendum to Contract for Sale and Purchase (attached)
2. As-Is Disclosure (attached)
3. Copy of Contract for Purchase and Sale
4. Pre-approval letter for buyer (Conventional or FHA)
5. Escrow letter (proof of Contract deposit)
6. Estoppels letter or Statement of Account (if there is an Association involved)

Any information you provide will be kept confidential. It will only be used for the limited purpose of helping you negotiate an alternative to foreclosure with the lender(s) that hold your mortgage(s). Time is of the essence. There is a limited amount of time for us to take action. Please gather the listed information as soon as possible and call us for an appointment. If you have any questions feel free to call me at 305-827-6298 or on my mobile at 786-223-4205.

Sincerely,

*Gyvonne Fernandez*

**STANDARD TERMS OF ENGAGEMENT AND DISCLOSURE**

The following summarizes the terms that will apply to our engagement and our billing practices.

- Seller understands and accepts that this is an “Arms Length Transaction” and the property cannot be sold to a spouse, relative, business partner or corporation which is wholly or partially owned by the Seller.
- Seller understands and accepts that there will be no proceeds to the seller at the closing unless expressly approved by short sale lender. The short sale is being attempted only to relieve the seller’s debt due to a hardship—job loss, unemployment, divorce, illness, death.
- Sellers must be cooperative and communicative, easy to reach, understanding of the process and compliant with details. Seller agrees to provide any and all requested items in a timely manner. Please remember the short sale process may take anywhere from two to six months through no fault of the parties involved.
- Seller agreed that Primary Title Services, Inc. assumes no responsibility for the failure of the parties to comply with said conditions and the successful acceptance by your existing lenders/judgment creditors of reductions in their debt. This is a difficult process with no absolute guarantees of success.

**Fees**

Seller agreed to pay advance costs in the amount of \$300.00 to offset out-of-pocket expenses we will incur in order to provide the seller’s lender(s) with an accurate preliminary closing statement. These advanced costs include a title search, title examination, lien search and association estoppels letter and are non-refundable after these particular services are provided. The balance of the fees will be collected at the time of closing as part of the closing costs submitted to the lenders. We invite our clients to discuss any questions they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge.

**Confidentiality**

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. In order to maximize the benefit of our services for a client we must be aware of all information that may be relevant to our representation. We trust that our relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation.

**Credit, Legal and Tax Advice**

Seller is informed that a short sale may have credit or legal consequences and may result in taxable income to the Seller. Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding such potential consequences of a short sale.

**Termination of Services**

You have the right to terminate our services and representation upon written notice to the company. We reserve the right to withdraw from our handling of the file if, among other things, you fail to honor the terms of this Engagement Letter, you fail to fully cooperate, provide requested documents or follow our advice on material matters. In very few situations your lender may offer you a loan modification, a deed in lieu of foreclosure, or you may decide it’s all too time consuming and difficult to continue the process. We understand and want you to make the best decision for your family. Please note we will be entitled to payment for all services, costs and expenses paid or incurred on your behalf to the date of the termination or withdraw.

**PLEASE SIGN THAT YOU HAVE READ AND APPROVE THE ABOVE TERMS.**

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE**

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

Buyer(s): \_\_\_\_\_

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

The Buyer(s) and Seller(s) hereby agrees that the closing of this transaction will be handled by Primary Title Services, Inc., tel. 305-827-6298, fax 305-828-0476, with locations in Coral Gables and Hialeah. Primary Title Services, Inc. will perform all title related services with reference to the sale of this property.

Parties agree to pay Primary Title Services, Inc. a closing fee per the attached Closing Fees for facilitating the short sale transaction with the lender(s). This fee will be deducted from the HUD-1 Settlement Statement at closing. Primary Title Services, Inc. may, in its sole discretion, waive or reduce specific fees if the seller's lender does not agree with the terms of the short sale or if the sale of the above-mentioned property does not take place

The Buyer(s) understands that the subject property is in Pre-foreclosure, and this transaction is subject to the bank and other lienholder(s) approval. The Buyer(s) further understands that this property is sold "AS IS".

In the case of a Condominium or Homeowner's Association, Buyer(s) understands that there may not be an available set of documents from Seller(s), and further understands and agrees that Buyer(s) may be responsible for obtaining such documents at Buyer(s) expense. Further, Buyer(s) understands that he/she shall be responsible for applying and obtaining approval for a Condominium or Homeowner's Association in a timely manner prior to closing as may be required.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller





## Residential Closing Fees

### Short Sale Transactions

**Buyer** [Buyer initials: \_\_\_\_\_, \_\_\_\_\_]

Settlement/Closing Fee	\$850.00 (Including Document Preparation, Notary Fee, Courier Fee, Wire Fee, facilitating Short Sale Approval and closing)
Digital Archiving/Scanning	\$35.00
Owner's Title Insurance Policy	(Promulgated Rate)** <b>Owner's Policy is Paid by Buyer or Seller per contract)</b>
Lender's Policy (only if Mtg)	\$75.00
<u>Lender Endorsements:</u> (only if Mtg)	
Florida Form 9	(10% of Promulgated Rate)
ALTA 4,5,6,6.1,6.2,8.1	\$25.00 each
Navigational Servitude	(10% of Promulgated Rate)

**Seller (paid by Lender)** [Seller initials: \_\_\_\_\_, \_\_\_\_\_]

Closing Fee	\$1,500.00 (Including Title Search, Examination, Notary Fee, obtaining Short Sale approval & closing)
Title Abstract/Search & Update	\$150.00
Courier Fee	\$50.00
Document Preparation	\$250.00

**Recording Fees & Taxes**

First Page	\$10.00 (Each Additional Page, \$8.50)
<u>Intangible Tax</u> (Mortgage only)	\$.20 per \$100
<u>Documentary Stamps</u>	
Deed	\$.60 per \$100 (Miami-Dade) \$.70 per \$100 (Broward)
Mortgage	\$.35 per \$100

**Other Possible Costs or Discounts**

➤ Costs to 3<sup>rd</sup> parties may be applicable, including but not limited to Survey & Elevation Certificate, Inspections, Property Taxes, Lien Search, Estoppels, and Loan Payoffs.

\*\*REISSUE CREDIT IS AVAILABLE where FL law allows if a prior Owner's Policy is provided.