# Florida Hardest-Hit Fund (HHF) Advisor Procedures Manual



Florida Housing Finance Corporation
June 2012

11.16

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## **History**

In January 2010, US Treasury (Treasury) created the "Housing Finance Agency (HFA) Innovation Fund for the Hardest-Hit Housing Markets" (HFA Hardest-Hit Fund) and allocated funds under the Emergency Economic Stabilization Act of 2008 (EESA) to five states: Arizona, California, Florida, Michigan and Nevada. The funds were allocated to these states because of their excessive housing market depreciation and to assist in foreclosure prevention efforts. In March 2010, Treasury allocated a second disbursement of \$600 million to an additional five state HFAs based on high unemployment rates. On August 11, US Treasury again expanded the HFA Hardest-Hit Fund to include a total of 18 states and the District of Columbia, and added an additional \$2 billion. Florida received another allocation of funds, \$236.8 million, from the third round of funding, which added to the initial allocation of \$418 million, this brought Florida's total funding to \$656.8 million. Finally, on September 29, 2010, Treasury announced a fourth round of funding, awarding Florida an additional \$401 million, bringing Florida's total award amount to over \$1 billion.

Florida Housing Finance Corporation (Florida Housing) was directed by Treasury to create and administer foreclosure prevention assistance programs that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowhers.

Florida Housing's two programs under the HFA Hardest Hit Funds are:

## **Unemployment Mortgage Assistance Program (UMAP)**

Loan funds can be used to pay monthly mortgage and escrowed mortgage-related expenses (i.e., property taxes, homeowner insurance, and mortgage insurance) until the homeowner can resume payments or for up to 12 months whichever occurs first.

Population to be served:

At least one borrower (a person who is legally obligated for the payment of the mortgage note) must be able to document that he or she is unemployed or substantially underemployed and must provide a financial hardship affidavit. A borrower and/or co-borrower who suffers a hardship that has resulted in a loss of income of at least 10% will be considered "substantially underemployed". Use of funds:

Pay the monthly first mortgage payment.

## Mortgage Loan Reinstatement Payment Program (MLRP)

Loan funds can be used to help bring the past-due first mortgage current. Population to be served:

At least one borrower (a person who has is legally obligated for the payment of the mortgage note) must be able to document that he or she is unemployed or substantially underemployed and must provide a financial hardship affidavit. A borrower and/or co-borrower who suffers a hardship that has resulted in a loss of income of at least 10% will be considered "substantially underemployed".

MLRP can be used with UMAP or as a standalone MLRP-only payment. MLRP-only will be used to help bring a delinquent mortgage current for a homeowner who has returned to work or recovered from underemployment and can now resume the monthly mortgage payment(s) based on his/her new income, meaning that the total housing expense is less than \$1% of the current gross monthly income. This type of assistance is appropriate when the homeowner needs help only to bring the mortgage and/or mortgage-related expenses current.

Such hardship must have resulted in the total housing expense (PITIA) exceeding 31% of the total gross income of the household, leading to the arrearage. Verification that homeowners will be able to make their payments will be required. Homeowner must meet eligibility and program underwriting guidelines and must complete a hardship affidavit.

Use of funds:

Loan funds can be used to help bring the past-due first mortgage current.

## Assistance Will Be Provided in the Form of a Loan

A maximum of \$42,000 is available to eligible homeowners who use both the UMAP and MLRP programs together, up to \$24,000 in UMAP and \$18,000 in MLRP. A homeowner who uses MLRP-only can receive up to \$25,000.

Homeowners will be required to pay 25% of their monthly income towards their monthly mortgage payment with a minimum payment requirement of \$70 per month. This will provide a reasonable period of time for homeowners to become re-employed at a salary that is sufficient for them to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments and terms of the mortgage to an affordable level.

The funds are used to pay the monthly first mortgage payment or the first mortgage arrearage and will be disbursed by Florida Housing directly to the loan servicer on behalf of the homeowner.

The funds will be in the form of a 0% interest, non-recourse, and deferred-payment forgivable loan which will subordinate to current mortgages.

The loan will be forgiven over a 5 year period starting at month 18, at a rate of 20% per year.

The loan must be paid back if the home is sold or refinanced prior to the maturity date. Florida Housing will agree to subordinate the UMAP/MLRP Loan for homeowners who refinance their first mortgage to receive more favorable loan terms. If a homeowner refinances their loan to consolidate debt or receives cash out, the homeowner would be required to repay the UMAP/MLRP Loan according to the loan terms.

Definitions:

PITI – Principal, Interest, Taxes and Insurance
PITIA – PITI + Homeowner Association Dues

## **Eligibility Determination**

If the HHF Advisor believes that the homeowner may be eligible for the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program, the Advisor will be required to verify that all information entered into CounselorDirect, by the homeowner, is accurate. The Advisor will be required to gather and assemble the following information, if applicable to the homeowner's specific situation, which will be used to make eligibility determinations:

The eligibility determinations can be broken down into three separate areas. There are specific criteria related to the homeowner, the property and the mortgage.

Unless otherwise noted, all documentation used to determine eligibility must be uploaded into the CounselorDirect system. Each document must be uploaded separately; with the exception of items of the same type (i.e. pay stubs can be placed in the same file, bank statements for each account at a financial institution can be uploaded together). Files must be named as directed in the HHF Document Checklist.

#### **Eligibility Determination – Homeowner**

1. Is the client a Legal US resident/Legal Alien?

a. The Advisor will need to confirm legal residency status of a homeowner requesting assistance. Appropriate documentation includes a social security card or an INS green card. A copy of the document does not need to be uploaded into the CounselorDirect System.

#### 2. Is the client a Florida resident?

- a. The Advisor will need to confirm identity and residency status of a homeowner requesting assistance. Confirm homeowner identity using photo identification from a government agency (e.g. Florida Driver's License or Photo Identification Card) or employer (e.g. Employee Identification Card). A copy of the document does not need to be uploaded into the CounselorDirect System.
- 3. Does the client occupy the property as their primary residence?
  - a. Proof of Homestead will suffice to ensure the property is the primary residence.
  - b. If Homestead documentation unavailable, an application for Homestead, a Drivers License with the property address listed plus three months of utility bills in the name of the borrower or co-borrower may be used for primary residence verification.
- 4. Is the total household income below 140% AMI adjusted for household size?
  - a. Income from the borrower, co-borrower, borrower's spouse, and other adult household members must be included in the calculation of total household income. The unearned income (e.g. Social Security) of minor children will be counted in the calculation of total household income. The earned income of all minor household members is excluded from total household income. If there is a co-borrower that is not residing in the home currently their income will also need to be included.
    - i. Income documentation for a homeowner who receives a salary or wage:
      - 1. Copies the last 60 days of paystubs.
    - ii. Income documentation for unemployed homeowners:
      - 1. Copy of the unemployment determination.
      - 2. Copy of monthly benefit statement.
      - 3. Copy of bank statement indicating deposits from unemployment division.
    - iii. Income documentation for homeowners who are self-employed:

- 1. Current profit and loss statement prepared by an independent third party.
- 2. Two months of personal and business bank statements.
- 3. Last two years federal income tax filings, including IRS Form 1040, Schedule C.
  - a. If the homeowner has not filed taxes, they will be required to prior to being eligible for participation.
- iv. Income documentation for a homeowner who receives social security, disability or death benefits, pension, adoption assistance, public assistance, or unemployment;
  - Obtain a copy of benefits statement or letter from the provider that states the net amount, frequency, and duration of the benefit, and two most recent bank statements showing receipt of such payment.
  - 2. Unemployment can be confirmed with a homeowner's last two unemployment compensation benefit pay stubs, 1099s, or a notice of determination.
- v. Income documentation for homeowner receiving alimony or child support;
  - 1. Obtain copy of divorce or other court decree, or separation agreement, or other written agreement filed with the court that states the amount and period of time over which it will be received, or two most recent bank statements showing receipt of such payment, or documentation from a child support enforcement agency or other administrator.
- vi. Income documentation for odd jobs performed by the homeowner outside of salary or wage employment:
  - 1. Copies of checks, most recent two bank statements with deposits highlighted and a statement from the homeowner describing source of deposits and frequency of payments.
- vii. Examples of other income and required documentation include:
  - Regular, scheduled, periodic payments from trusts, annuities, inheritance, insurance policies, pensions, retirement funds, and lotteries. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
  - All public assistance payments in lieu of earnings, including social security, unemployment benefits, workers compensation, severance pay, disability or death benefits, excluding Veteran's Administration educational benefits, and

- Medicaid. (Food stamps are excluded in the calculation of household income.) Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
- 3. Income from partnerships. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
- 4. Undisbursed profits from business owned by homeowner(s) in whole or in part. If part owner, include the homeowner's prorata share of undisbursed profits.
- Regular cash contributions received from persons not living in household. Copies of the most recent two bank statements; and a statement from the homeowners will need to accompany this calculation describing the nature of the income.
- 6. The amount, if any, by which educational grants, scholarships, and/or Veterans Administration educational benefits exceed expenses for tuition, fees, books, and equipment (for all students) and reasonable rent and utility costs for a student living away from home. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
- 7. Rental income from no more than one other property owned by the homeowner. Copy of the current rent or lease agreement.
- 8. Recurring Investment Gain Income. Does not pertain to gains on one time sales or gains from the sale of the homeowner's prior residence. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payments.

## b. Annualizing income:

- i. To compute the income from a salary or wage:
  - 1. Add together the gross pay from each pay stub supplied; divide this total by the number of pay stubs and then multiply by the number of pay periods within a year (i.e. if paid biweekly multiply by 26, if paid bimonthly, multiply by 24).
  - 2. For seasonal employees or those working for commission take the year to date gross amount; divide by the number of pay periods the homeowner has been paid; and multiply by the number of pay periods within a year.
- ii. To compute the income for unemployed homeowners

- 1. Multiply the benefit amounts by 26.
- iii. To compute the income for self-employed homeowners (who do not pay themselves a salary)
  - 1. Take the net income from profit and loss statement; divide it by the number of months included in the statement; and multiply by 12.
- iv. To compute annual income from social security, disability or death benefits, pension, adoption assistance, public assistance, or unemployment
  - 1. Multiply the gross amount paid monthly by 12.
- v. To compute the annual income from child support or alimony;
  - If homeowner is receiving court ordered amount multiply the amount received by the number of payment periods in the year.
  - If the homeowner is not receiving the court ordered amount; provide documentation (bank statements, checks, and/or statement from homeowner) indicating amount being paid and annualize based upon the amount and frequency of payments.
  - 3. If payments are not made on a consistent basis do not include in income calculation.
- vi. To compute annual income for odd jobs and other type of income sources;
  - 1. Take the average amount received over the 60 day period and multiply by 12.
  - 2. Income from assets is computed by taking the average balance from the most recent two statements and multiplying by the interest rate currently being applied.
- vii. To compute rental income
  - Use the most recent income tax returns to document income from a rental property that is being reported to the IRS. If the homeowner is renting a room of the home use 100% as rental income.
- 5. Is the total amount of assets lower than \$5,000 or 3 times PITIA (whichever is greater)?
  - a. Assets include, but are not limited to, all savings, checking, and money market accounts, certificates of deposits, taxable investment accounts,

savings bonds, and cash. All such accounts must be in the name of the borrower and/or co-borrower or for the benefit of the borrower or co-borrower.

- i. Assets must be verified using bank statements, investment statements, and other third party documentation (the previous two months worth of statements). The amount of cash on hand may be accepted as disclosed by the homeowner.
- ii. If at time of application the statements indicate that there is more than the allowed amount, the homeowner has the opportunity to provide most current balance verification from their financial institution. This will need to be either on the financial institutions letterhead and signed or a balance inquiry transaction teller stamped and signed by the financial institutions employee.
- b. Retirement accounts such as IRA, 401(k), 403(b), 457, or Keogh accounts are not considered assets. Education accounts such as Florida Prepaid College Plans, 529 accounts or Coverdell Education Saving Accounts are not considered assets. Additionally, personal property such as automobiles, collectibles, antiques, and related items are not considered assets.
- 6. Is the total monthly housing debt greater than 31% of gross monthly income?
  - a. If the homeowner discloses there are additional mortgages on the property, a copy of the most recent payment statement will be required.
  - b. If the taxes, insurance and homeowner's association dues are not included in the first mortgage payment, documentation for these expenses is required for the calculation.
    - i. Using the first mortgage statement, additional lien statements, and any other required documentation; add up all required payments for PITIA. Divide the PITIA by the calculated monthly income. If the homeowner has a "pick a payment" loan, use the fully amortized payment with escrow.
  - c. For MLRP-only The total housing expense (PITIA) must currently be less than 31% of the total gross income of the household.
- 7. Has the client experienced a qualifying hardship (unemployment / underemployment)?

- a. Homeowners will only be eligible for the program if they are unemployed or substantially underemployed, through no fault of their own. Divorce, permanent disability or death of a borrower or co-borrower is not a qualifying hardship.
- b. The client with the hardship has to have a financial responsibility for the payment of the mortgage.
  - i. A financial responsibility for the payment of the mortgage can be evidenced by a Note and may be able to be verified if the client's name appears on the mortgage statement.
- c. Homeowner in all instances will need to certify the qualifying hardship via the Hardship Letter and the Hardship Affidavit.
  - i. A homeowner will meet this criterion if receiving unemployment and no other documentation contains evidence that the job loss was the fault of the borrower or co-borrower. Unemployment can be confirmed with a homeowner's last two unemployment compensation benefit pay stubs, 1099s, notice of determination or receipt of unemployment compensation verified on bank statements.
    - 1. Applicants who have voluntarily left work without good cause attributable to his or her employing unit or has been discharged by the employing unit for misconduct connected with his or her work, based on a finding by the Department of Economic Opportunity are not eligible for assistance.
  - ii. For substantial underemployment, the homeowner, through no fault of his/her own, must have a qualifying hardship and meets the 31% test.
- 8. Does the homeowner have a bankruptcy that has not been discharged or dismissed?
  - a. If the homeowner has declared bankruptcy, a copy of the proof of discharge or dismissal must be provided.
  - b. If the homeowner files bankruptcy during participation in the program, the homeowner will be deemed ineligible and participation terminated.
- 9. Has the client been convicted of a mortgage related felony in the last 10 years?
  - a. The homeowner will certify their compliance with this regulation via the Dodd/Frank Certification.

- 10. To be considered "substantially underemployed" there must be at least a 10% reduction income for either a borrower or co-borrower in order to qualify for underemployment and through no fault of the borrower or co-borrower.
  - a. If the borrower has worked at the same employer and hours or wages are reduced:
    - i. Verify using past paystubs or W2 statements that income is reduced
    - ii. Gather letter from employer to verify that the resulting loss in income was not the fault of the employees.
  - b. If the borrower or co-borrower is working at a new employer:
    - i. If the borrower collected Unemployment Benefits
      - 1. Verify and document the receipt of Unemployment Benefits
      - 2. Verify and document that the income at the previous employer was greater than current income by at least 10% utilizing past pay stubs or W2 statements.
    - ii. If the borrower or co-borrower did not collect Unemployment Benefits:
      - 1. Verify and document that the job loss at the previous employer was through no fault of the borrower or coborrower via third party verification.
      - 2. Verify and document that the income at the previous employer was greater than current income by at least 10% utilizing past pay stubs or W2 statements.

#### Eligibility Determination – Property

- 1. Is the property located in Florida?
  - a. The homeowner will supply a copy of the recorded mortgage and a copy of the deed. The Advisor will verify these two documents are for the same property and that the property is located in Florida.
- 2. Does the property qualify (single family, townhouse, condo where financial reporting for the condominium association, pursuant to s. 718.111(13), F.S., for the most recent two

years are provided by the Applicant, 1 to 4 family home where owner occupies one unit and mobile or manufactured home on permanent foundation)?

- a. Review the recorded mortgage for any pertinent riders to assist in determining eligibility.
  - i. If the homeowner resides in a 1 to 4 family home, are the other units rented and is the income from these units included in the income calculation?
- b. If homeowner resides in a condo, applicant must supply the most recent two years financial reporting pursuant to s. 718.111(13), F.S.
  - Florida Housing will maintain a listing of Condo Associations where the financial statements have been received and approved by the Corporation.
- 3. Does the homeowner own more than one other property?
  - a. Review the application to see if the applicant disclosed multiple properties.
  - b. Documentation from other portions of the eligibility determination can assist with this requirement.
    - i. Tax returns showing rental income.
    - ii. Deeds supplied by the homeowner when determining whose income to use for eligibility determination.
- 4. Is the property abandoned, vacant or condemned?
  - a. Verify the response given in CounselorDirect with the homeowner.
  - b. Florida Housing may receive further information regarding the condition of the property when exchanging data with the homeowner's mortgage servicer.

#### **Eligibility Determination – Mortgage**

1. Is the client's mortgage with a regulated financial institution, Habitat for Humanity or USDA or other servicing entity that is a regulated institution?

- a. Review recorded mortgage to verify that the loan was originated with a qualifying entity. No seller financing is allowed. If the loan has been sold, review the assignment of mortgage. The assignment of mortgages will need to be uploaded.
- 2. Is the current outstanding balance of the first mortgage \$400,000 or less?
  - a. Review the recorded mortgage. If original principal amount was \$400,000 or less then the criteria has been met.
  - b. If the original principal amount was more than \$400,000, review the current mortgage statement for the outstanding amount, if the homeowner is still receiving statement.
  - c. If the homeowner is not receiving a statement the homeowner will need to have proof of outstanding principal balance provided to them by their lender in written form. This amount does not include in arrearage or outstanding fees charged by the servicer.
  - d. Florida Housing may receive further information regarding the outstanding principal balance when exchanging data with the homeowner's mortgage servicer.
- 3. Is the current pending litigation on the property/mortgage?
  - a. Verify the response given in CounselorDirect with the homeowner. If foreclosure has been initiated on the property, have the homeowner supply the documentation received from their mortgage servicer and the attorney handling the foreclosure.
    - The homeowner will be ineligible for the program if any subordinate lender (other than the first mortgage lender) or other entity including Home Owners Associations has initiated a foreclosure claim on the property.
  - b. Florida Housing may receive further information regarding any litigation on the property when exchanging data with the homeowner's mortgage servicer.

Other Considerations – These items are not used for determination purposes.

- 1. All documents must be uploaded into Counselor Direct in the proper format and using the naming convention. All naming conventions start with the last name of the client, the first initial and the proper convention. The types of documents to be scanned and uploaded together and saved using the naming convention are:
  - a. Intake Application (INTAKE APPLICATION MMDDYYYY)
    - i. Intake Application: HHF Intake Form and Financial Worksheet
    - ii. Hardship Letter / Dodd Frank Certification
    - iii. 4506T (Submitted for self employed applicants)
    - iv. Homeowner / Advisement Contract
    - v. Hardship Affidavit
  - b. Authorization to Release Information (ATRI MMDDYYYY)
  - c. Supporting Documentation (ELIGIBILITY DOCS MMDDYYYY)
    - i. Eligibility Checklist (both pages)
    - ii. Eligibility Computation Form
  - d. Property (PROPERTY DOCS MMDDYYYY)
    - i. Deed
    - ii. Recorded Mortgage (for all liens disclosed)
    - iii. Proof of Homestead
  - e. Mortgage (MORTGAGE DOCS MMDDYYYY)
    - i. Recent Mortgage Statement and any correspondence from servicer / attorney (for all liens disclosed)
    - ii. Homeowners Insurance Statement (including flood, wind, hurricane, etc) if not escrowed
    - iii. Property Tax Statement if not escrowed
    - iv. Homeowners Association Dues Statement, if applicable
  - f. Condo Association two most recent financial statements, if applicable (CONDO DOCS MMDDYYYY)
  - g. Income (INCOME MMDDYYYY)
    - i. Pay Stubs (last 60 days)
    - ii. Self-Employed / Decreased Income
      - 1. Last two years tax returns (W-2 or 1099)

- 2. Year-to-date Profit and Loss (prepared by a third party)
- iii. Unemployed: Copy of unemployment determination
- iv. Underemployed: Verification of at least a 10% reduction in income
- v. Other Income Sources: SSI, Child Support, Pensions

### h. Asset (ASSET MMDDYYYY)

- i. Last two months Bank Statements (Personal and businesses, if applicable)
- ii. Letter of explanation (LOX) for all deposits over \$100 that do not tie to an income source

#### i. Misc:

- i. Proof of Bankruptcy Discharge (BANKRUPTCY MMDDYYYY)
- ii. Ineligible Letter (INELIGIBLE MMDDYYYY)
- iii. Divorce Decree w/Settlement Agreement (DIVORCE DECREE MMDDYYYY)

## **Eligible Applications**

Once the Advisor determines that the homeowner has met all eligibility criteria, the file should be submitted to their Agency Administrator. Each Agency will be required to have an active Administrator. The Administrators will be responsible for final review of the client's file prior to submission to Florida Housing.

Only files that have been cleared of all CounselorDirect system Fails will be eligible for submission to Florida Housing, unless the Fail is on a MLRP-only client where the only fail is the 31% DTI test. Staff at Florida Housing will review all information supplied in the CounselorDirect system. If the file is incomplete, or Florida Housing staff has questions regarding the submitted file, Florida Housing staff will contact the Advising agency for additional follow-up.

Once Florida Housing has determined the file to be complete and the homeowner is eligible for the program, Florida Housing will send the homeowner's information to their servicer. The servicer has a right to determine if they will accept payments on behalf of the homeowner.

If the servicer agrees to accept payments on behalf of the homeowner, Florida Housing will make available an approval letter with the required mortgage payment to be made each month by the homeowner, populate the HHF Mortgage and Note with the homeowner specific information and make the closing documents available to the Advisor Agency. The Advisor should verify that all the information in the closing documents is correct, including:

date, borrower and co-borrower name, address, first mortgage date, first mortgage lender name, amount of first mortgage loan, and first mortgage recording information.

The Advisor Agency is required to schedule the closing and facilitate the signing of the Mortgage and Note. A notary will be required at each closing. The closing documents will need to be signed by two witnesses that are not the borrower or co-borrower. Any questions, in regards to the closing documents, must be answered by Florida Housing's legal department. Once the closing documents are fully executed and correct, the Advisor Agency will overhight the closing documents to Florida Housing using the FedEx labels supplied by Florida Housing. Closing documents not supplied to Florida Housing timely may cause a need to re-execute closing documents as the cutoff for partial payment set-ups may be missed.

Florida Housing will notify the homeowner's servicer the timing and payment start date that the monthly mortgage payment will commence.

The Advisor Agency will need to instruct the homeowner to cease all mortgage payment debits from their account except for the new debit to be initiated by the HHF Master Servicer - U.S. Bank.

## **Ineligible Applications**

If a homeowner has not met one or more of the established program criteria, they will be determined ineligible for the program. A standard letter has been created for Advisors to use when notifying a homeowner who is not eligible for the program. This is required to be malled or e-mailed (if the primary communication with the homeowner was through e-mail) to the homeowner and a copy needs to be uploaded into the CounselorDirect system.

A homeowner has the right to appeal the Advisor's determination. Each Advisor agency should establish a method for addressing the initial appeal by the homeowner. This method may include the Senior Advisor reviewing the file or establishing a committee within the agency to review initial appeals. If the second review method concurs with the initial eligibility determination, a second letter has been provided by Florida Housing. This second Ineligible Determination letter gives the homeowner a chance to appeal the determination to the Florida Housing Coalition. The second Ineligible Determination letter must also be uploaded into CounselorDirect.

## **<u>Declined Applications</u>**

If a homeowner is declined by the servicer or Florida Housing, the Advisor will need to send the standard letter to the homeowner notifying the homeowner the reason for the decline.

## **Quarterly Eligibility Review**

At the time of closing and during each quarter of assistance the homeowner must supply necessary documentation to the Advisor for continued assistance under UMAP. The Advisor will need to recalculate each month the homeowners Income, the Asset Test and the 31% Test. The homeowner must remain within eligibility guidelines to continue receiving UMAP assistance. In order to recalculate these items, it is necessary for the Advisor to collect the following documentation:

- 1. Homeowner's Certification of Continuing Assistance
  - a. The homeowner will be required to certify each quarter that the information they supplied is true, correct, accurate and complete and that they are still in need of UMAP assistance.
- 2. The most recent mortgage statement and any correspondence from Servicer and the Servicer's attorney
  - a. If received, the mortgage statement should be reviewed for any changes to the monthly payment. Florida Housing may receive further information regarding changes to the monthly mortgage payment when exchanging data with the homeowner's mortgage servicer.
  - b. The homeowner should not be entered into foreclosure while receiving HHF assistance. Any new actions taken by the servicer should immediately be forwarded to Florida Housing.
- 3. Homeowner's Association Dues Statement, if applicable
- 4. Income Documentation
  - a. Last 30 days of pay stubs if underemployed
  - b. Copy of latest month's bank statements for both business and personal accounts if Self-Employed.
    - i. The Advisor should review the bank statements to ensure the partial payment was made.
  - c. Copy of unemployment eligibility or proof of unemployment deposits on bank statements if Unemployed

- d. Other sources of income as applicable
  - i. SSI
  - ii. Child Support
  - iii. Pensions
- 5. Asset Documentation
  - a. Homeowner will need to supply the latest statements from all assets disclosed during the initial eligibility review plus any new assets.
- 6. Quarterly Review Checklist

If the homeowner is still eligible, the Advisor will send the file to Florida Housing for review and continued assistance payments.

The homeowner must complete each Quarterly Review on time when due in order to continue to be eligible to receive UMAP payments. Florida Housing will notify the servicer when assistance is being discontinued.

If a homeowner has regained substantial income they will need to start to resume making their mortgage payments. Florida Housing will make the next two payments, but not more than 12 months total, after determination has been made that the homeowner can resume making their mortgage payments.

## Stand Alone MLRP Assistance - MLRP-only

A homeowner may be in a situation where they suffered a previous qualifying hardship and fell behind on their mortgage payments. They may be in a situation now where they can make the monthly payments but is in need of help to clear up the arrearage amount. MLRP funds can be used to pay arrearages plus any related expenses, up to \$25,000. The homeowner will still need to go through the eligibility determination. The difference with MLRP-only pertains to the 31% Test. Because the homeowner currently has the means to pay their mortgage, they would fail the 31% Test. The 31% test will need to be applied to when the qualifying hardship occurred and the income received during that time.



**FHFC** 

## **USER MANUAL**

Advisor Handbook V1.0.2

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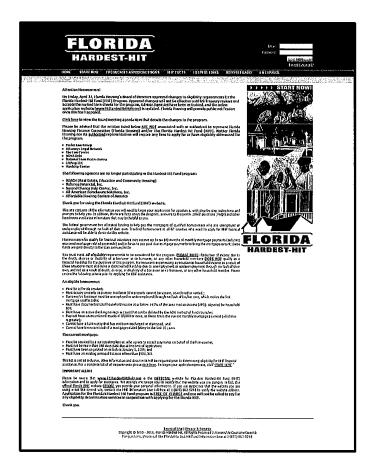
## **Overview**

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This user manual provides an in-depth overview of the operation of the CounselorDirect system for FHFC Hardest Hit program. This document is designed to provide Advisors with a strong working knowledge of both the front- and back-end systems.

The front-end system is designed to automate the homeowner intake process and is primarily used by the homeowner. The information provided on the front-end by the homeowner is intended to give the Advisor a foundation to begin the eligibility determination.

The back-end system provides a host of tools for both the Advisors and their assigned administrators. The pages that follow provide a detailed description of the primary back-end functions and tools.



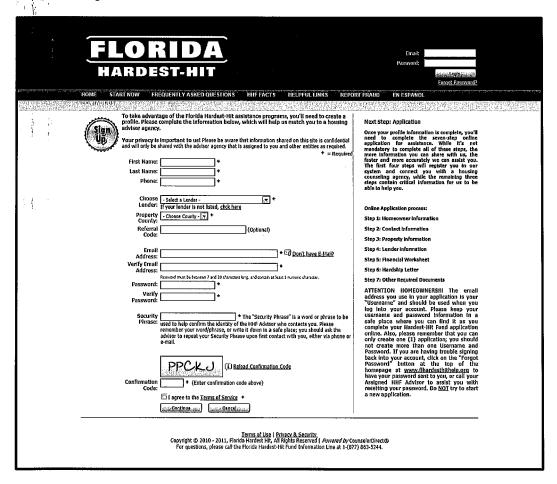


## **Homeowner Intake**

## Florida Hardest Hit Help Website Start

The homeowner will begin the application process by accessing <a href="www.flhardesthithelp.org">www.flhardesthithelp.org</a> and clicking the "Start Here" link at the bottom of the page or going to the two "Start Now" links (one in the header and one on the right side of the page). Once entering the sign up screen, the homeowner will be instructed to create a profile. The information provided at this initial step determines the homeowner's email address, password and the Advisor Agency assigned to that homeowner.

At the time of completion of this screen an email is sent to the client notifying them of who their Advisor Agency is and how to contact them. Simultaneously, the Advisor Agency's assigned Administrator receives an email notifying them that there is a new client in the queue.

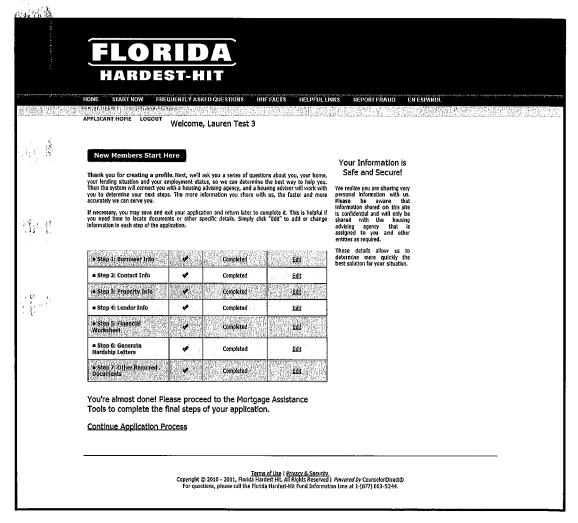




## Member Home Section

Once the homeowner has created their profile they are directed to the "New Members Start Here" screen. This screen notifies the homeowner of the steps that they will be taking going forward. Each step is focused on a specific area of information – Borrower, Contact, Property and Lender info.

At the completion of each step, homeowners can save their information and either proceed to the next step or return to the member area where they can complete the application at a later time.



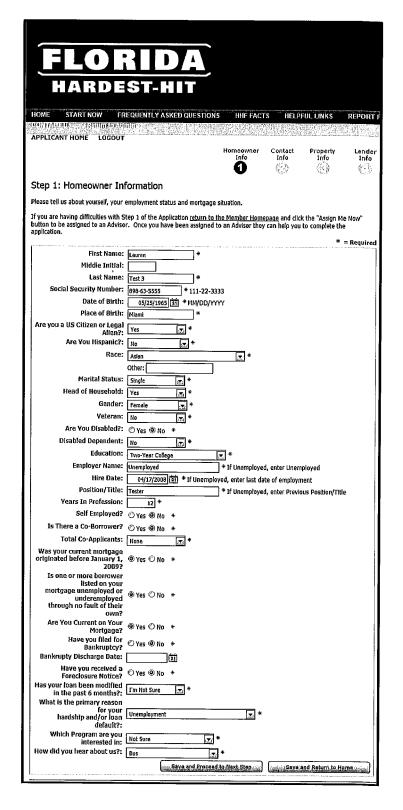
\*Steps 1-7 of the homeowner intake process are detailed below.



## Step 1: Homeowner Information

The homeowner section captures basic demographic and employment information for the borrower and coborrower, if applicable. The system was designed with a number of radio buttons and drop-down menus to support the efficient collection and capture of homeowner data.

Starting on this screen the system will start the eligibility determination for homeowner based upon the responses entered and the requirements of the Hardest Hit Fund Programs. At the completion of all the steps the software will assign the file a "Pass" or "Fail" status; this can only be seen from the Advisor or Florida Housing's modules. The homeowner is not notified of their status.





## **Step 2: Contact Info**

The contact information requested within this section is specific to when and how the homeowner wants to be contacted with any questions.

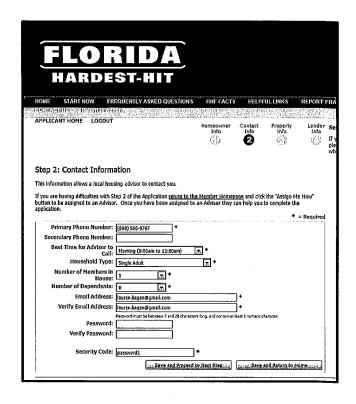
Advisors are not required to make contact at only this time. This is a preference by the homeowner.

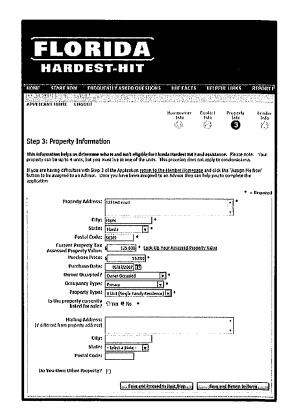
# Step 3: Property Info

The property section captures detailed information about the property location, assessed value and occupancy status.

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The assessed value amount listed here may not be the value amount used when determining the combined loan to value. This is only an initial valuation. See the program guide for additional approved sources of value.



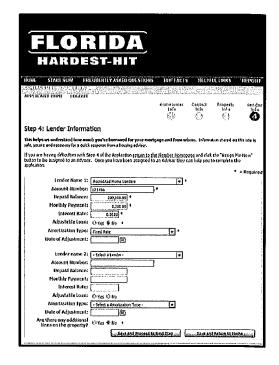




## Step 4: Lender Info

The lender section collects loan level information for both the first and second liens. If the homeowner lists "Lender Unknown", notify Florida Housing and the lender can be added to the list.

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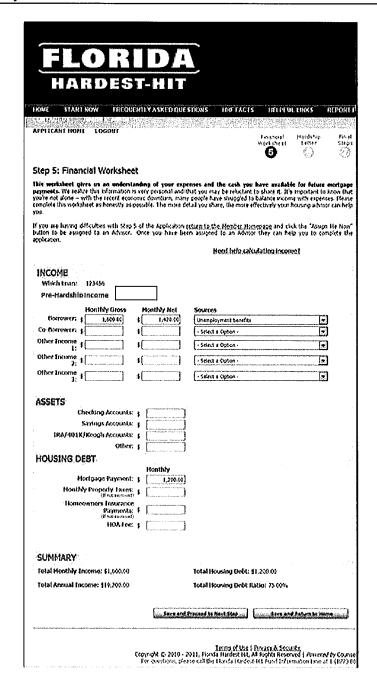


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## **Step 5: Financial Worksheet**

The financial worksheet captures general homeowner income and expense information. If at any time the information has been changed or updated in the first four steps, they will not save unless you click "Recalculate" and then "Save Financial Data".

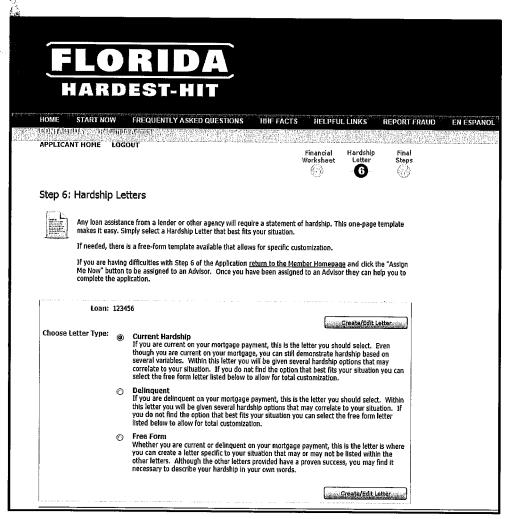




## Step 6: Hardship Letters

The hardship letter engine assists the homeowner in drafting an acceptable hardship letter. Our proprietary Letter Engine provides split screen technology allowing them to view their final letter as they choose from different templates and enter custom information to complete the content of the letter.

Homeowners can select from three predefined hardship templates. The templates are based on whether the homeowner is current on their mortgage, delinquent, or would prefer to work from a blank template that allows them to draft their free form letter.



Once the initial template has been selected, the homeowner can select which introductory phrase best matches their situation. Homeowners can also provide supplemental information to support their hardship.

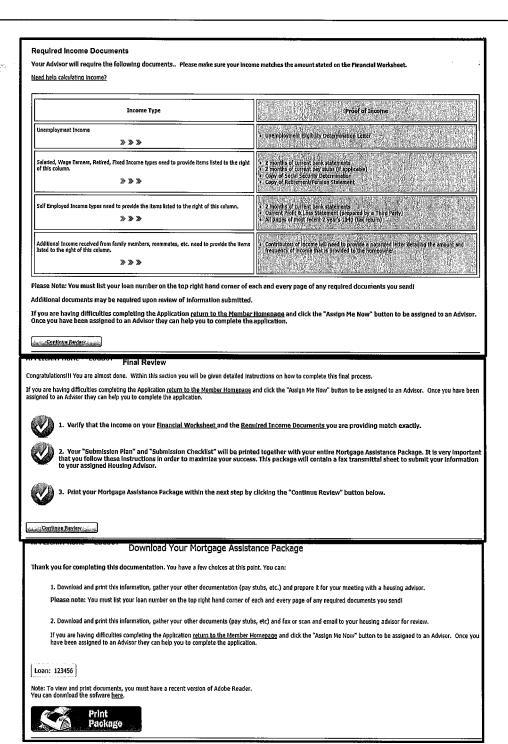


## START NOW FREQUENTLY ASKED QUESTIONS HIF FACTS HELPFULLINKS REPORT FRAUD EN ESPANOL TOP INCOME LOCAUT APPLICANT HOME LOCAUT **(E9** Hardship Letter Writing Tool Choose Phrase That Best Matches Your Letter Preview Situation: LOAN NUMBER: 123456 Due to the recent adjustment to the mortgage I currently have with your company, I am finding It very difficult to Amount of City, CA 9999 afford the new payment. Due to our overall income decreasing, we are having difficulty making payments, and may be delinquent soon. Our cash reserves have been depicted Our cash reserves have been depicted Due to ur overall income decreasing, we are having difficulty making payments, and may be delinquent soon. Our cash reserves have been depleted and we are no longer able to minital our mortgage payment and cover bast king expenses. Our monthly debt payments are excessive and we have overextended our credit and may have used credit cards or home equity loans to make our monthly mortgage payments. I would like to request to have my mortgage interest rate reduced at a fixed rate. If this is not possible, please previde me with any our monthly mortgage payment moving on years to their solutions you may be able to provide. We can no longer afford our mortgage payment for the reasons described the form of the payment of the reasons described below. Our ratis is adjustice nown and our francing would be no problem, but that turned out not to be true due to the downturn of the housing industry. Our rate is adjusting soon and our house has depreciated too much to qualify for a new loan. We sincerely seek your assistance in order to maintain our account in good status and continue to have a great relationship. Please take time to indicate specific financial conditions that explain your hardship story: | Please take time to indicate specific financial conditions that explain your hardship story: | | Sincerely, Borrower Signature Lauren Test 3 Number of Characte's Left: 2293 Add Optional Comments assurate Save and Proceed to Next Step itanaskatalisa Saye Letter mandia latanii



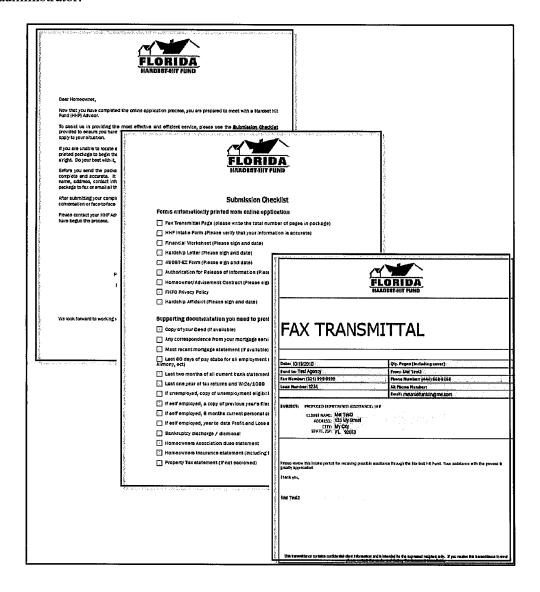
## Step 7: Final Steps & Checklist

The final steps and checklist walk the homeowner through a final review of their application and inform them about the additional documentation that will be required to support their application.





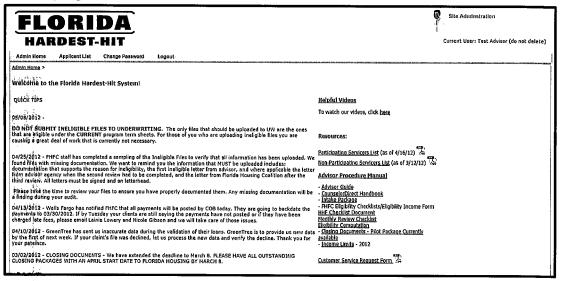
Once completed, homeowners are able to download a complete package. Final instructions contain a welcome letter, action plan, document checklist, fax cover page and any specific forms that may be required. The homeowner is instructed to send the completed package to their Advisor Agency by the means provided by the agency's administrator.





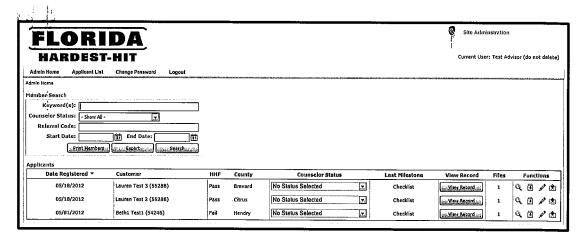
## **Advisor Access**

## Homepage



The Advisor homepage is where Florida Housing will post program information and important updates. This is also where you can find the user manual and Advisor tips for best practices within your workflow.

## **Customer List**



The Customer List (also referred to as the Homeowner Pipeline) offers a comprehensive view of homeowner data and a multitude of functions to support efficient Advisor workflow. These functions are detailed below.

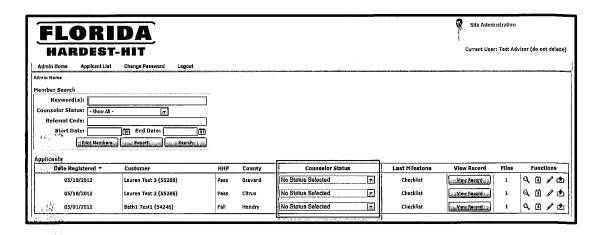


#### **Advisor Status**

Once an Advisor begins working on a homeowner case file, they can track the progress of the case with a status code. Selecting an appropriate status will enable Advisors and their administrators to generate reports and view the number of cases at each status. Advisors may select from the following statuses:

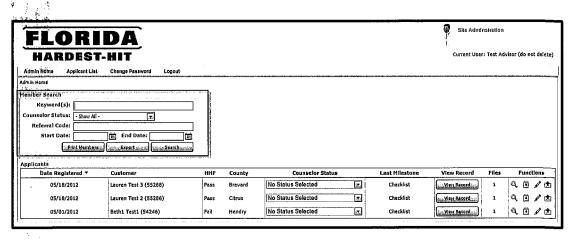
- No Status Selected: This is the status the client is placed in at time of application. Client should not be in this status more than 24 hours.
- Message Left with Borrower: Use this status when the Advisor has left a message or has emailed the client to assist in application completion and/or waiting on the documents to be submitted. The date and time of calls need to be placed in the notes. The email can be copied and placed in notes as well.
- Homeowner Action Required: Use this status when the client has not completed the application AND the Advisor has spoken to the client via phone/email/mail; when the client is sending in required documentation AND the Advisor has spoken to the client; or when sending documents to the client for signature. The date and time of calls need to be placed in the notes. The email can be copied and placed in notes as well.
- Counselor Action Required: Use this status when ALL required information has been submitted and the Advisor can complete the eligibility determination
- Face to Face Scheduled: Use this status when the client is coming in to review their docs/application or sign docs within the application
- Under HHF UW Review: Use this status when the Advisor has completed the eligibility determination and sent the package to FLORIDA HOUSING for review.
- Lender Review: Use this status when FLORIDA HOUSING has completed the eligibility determination and sent the package to the Lender for verification.
- Approval Awaiting Signature: Use this status when closing documents have been printed and the Advisor is waiting on the client to sign.
- HHF Funded: Use this status once the first payment has been made.
- Ineligible: Use this status when the client does not meet the eligibility requirements and a letter has been sent to the client. The letter is required to be uploaded into the client's folder along with any supporting documentation that confirms the decline.
- **Declined:** Use this status when the client does has been declined by the Servicer or Florida Housing and a letter has been sent to the client. The letter is required to be uploaded into the client's folder along with any supporting documentation that confirms the decline.
- Cancelled Homeowner Inactivity: Use this status after 30 days of no contact from client. The advisor is required to make contact once a week. This can be done via phone/email/mail. Place all contact information in the notes. Upload any letters sent to the client. Copy emails and place in the notes.
- Cancelled By Borrower: Use this status when the client has indicated that they do not wish to continue the application process. Upload letter stating that they are being removed from the program upon their request.

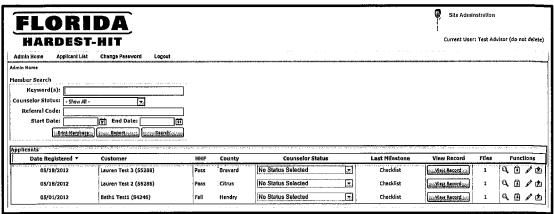




## Filtering Customer List

The entire customer list can be filtered by Assigned Counselor and Counselor Status or queried by keyword. Once filtered or queried, the list will be reduced to only those records that match the selection criteria.





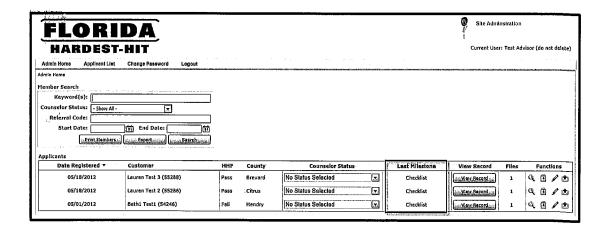


#### **Last Milestone**

Last milestone reflects the homeowner's most recent system activity. The milestone provides an indication of where the homeowner is within the application process. The system also supports aging reporting to identify those homeowners that have taken an excessive amount of time to complete a specific portion of the application or the application itself. Targeted marketing can be directed to those homeowners to encourage them to complete the process.

A list of system milestones and their definitions can be found below:

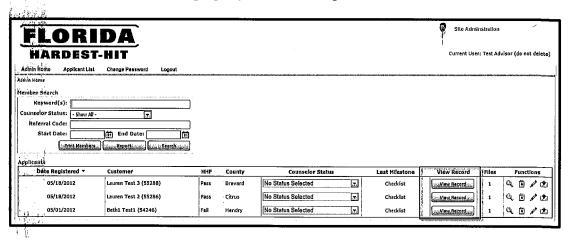
ě	Customer Views Start Now Page	Start
	Customer Views Customer Home Page	Home
•	Customer Completes Step 1: Borrower Information	Step 1
ě	Customer Completes Step 2: Contact Information	Step 2
ê	Customer Completes Step 3: Property Information	Step 3
9	Customer Completes Step 4: Lender Information	Step 4
8	Customer Saves Financial Worksheet, Loan 1	Sheet 1
*	Customer Saves Financial Worksheet, Loan 2	Sheet 2
*	Customer Generates Hardship Letter, Loan 1	Letter 1
ě	Customer Generates Hardship Letter, Loan 2	Letter 2
•	Customer Views Checklist Page	Checklist
- E	Customer Views Final Steps Page	Final
	Customer Downloads Loan 1 PDF	PDF 1
• 4	Customer Downloads Loan 2 PDF	PDF 2
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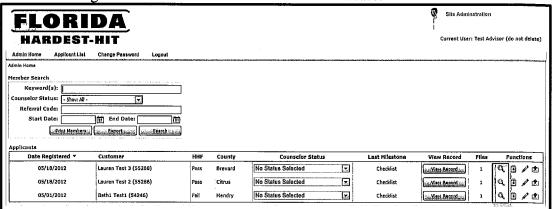
### **Impersonate**

The impersonate feature allows the Advisor to access the homeowner's record while impersonating the homeowner to view the homeowner's data entry screens. While under the impersonate mode, Advisors can make changes to the homeowner's application and reprint a complete package. This should be used when needing to change initial selections made by the homeowner, which once verified, is incorrect. The Advisor should not use this function to update lender, property, income or expenses.



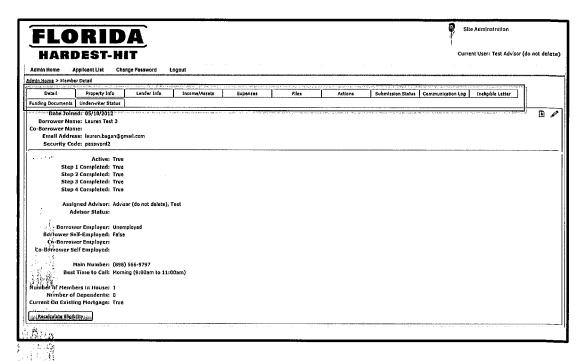
### Member Detail

Member detail provides view access to a homeowner record. The Advisor can also update lender, property, income and expense information and allows Advisors to upload and access imaged files associated with the homeowner's case.



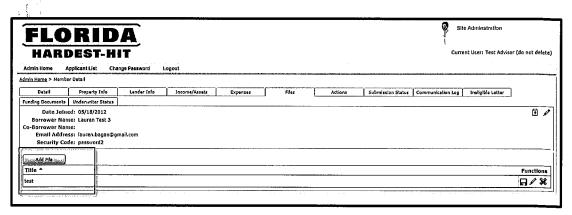
Inside the Member Detail area, Advisors have access to each area of the application through the following separate tabs: Detail, Property Info, Lender Info, Income, Expenses, Hardship Letters, Files, and Submission Status.





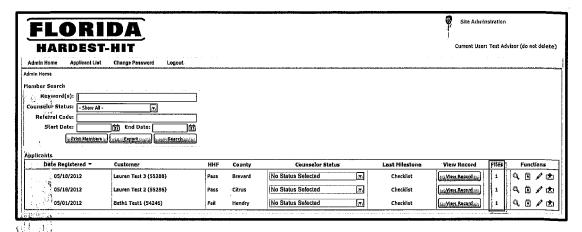
## **Attaching Files**

Within the Member Detail, Advisors can upload and access attached imaged files under the tab marked Files. Adding files can be accomplished through a simple upload feature that allows the user to browse files stored on their local drive or network. Previously uploaded files can be viewed by clicking on the Save icon that corresponds to that specific file. Files will need to be titled as listed on the Florida Housing Checklist. Each file should be saved separately for easy access and retrieval.



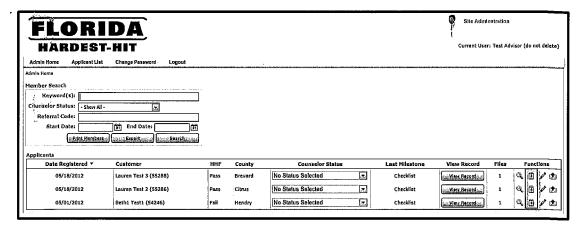


Once files have been uploaded and associated with a particular record, the system will display the number of files under the file column on the Customer List screen.



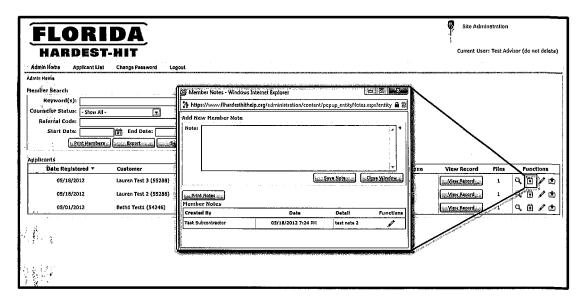
#### **Advisor Notes**

At any time, Advisors may add notes to any homeowner case file by selecting the notepad icon that corresponds to that record. Once notes have been entered, an asterisk will be added to the notepad icon to inform others of the existence of notes for the record. Notes are required for each point of communication with the homeowner.



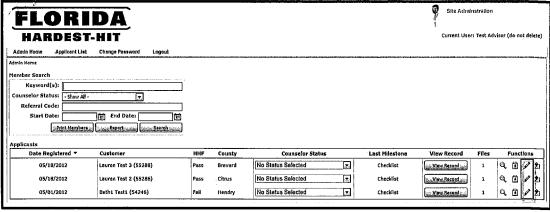


The notes detail section contains a complete audit trail of all notes associated with a particular record and includes the name of the user who created the note, a date and time stamp and the detailed notes entered by the user. Also within the notes section, the system will state if the homeowner fails HHF eligibility, and details the reason behind it.



### **Editing Records**

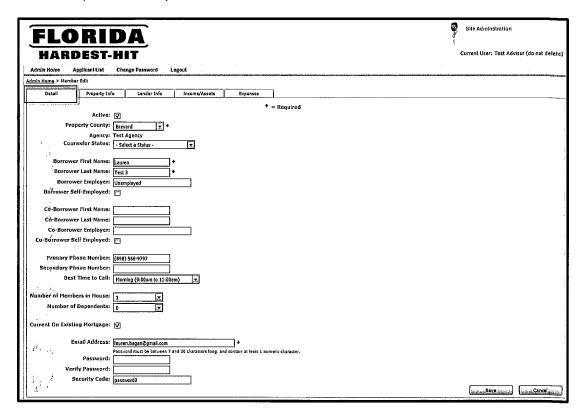
Once the verification process has started, the Advisor may need to update information that was initially entered by the homeowner erroneously. This is the tool to utilize for those edits. Each tab within the Member Detail section provides the ability to make modifications.



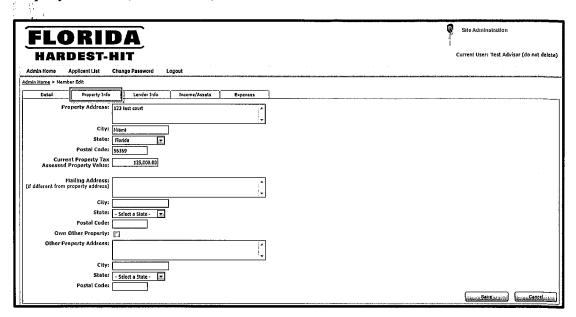
To make changes to information within these tabs, press the edit tool (looks like a pencil), and the fields will open in order for corrections to be made. Information would be changed when the Advisor has determined that the homeowner has entered information incorrectly. Do not use the Impersonate feature to update information listed one any of the tabs below.



#### Detail tab (Member Edit)

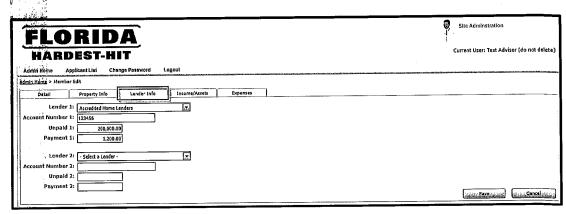


### Property Info Tab (Member Edit)

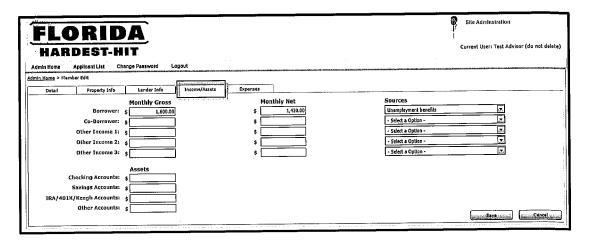




## Lender Info Tab (Member Edit)

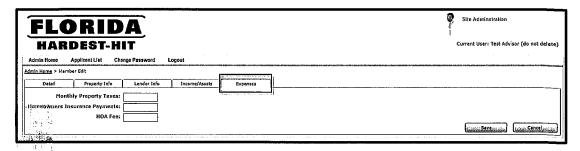


## Income Tab (Member Edit)

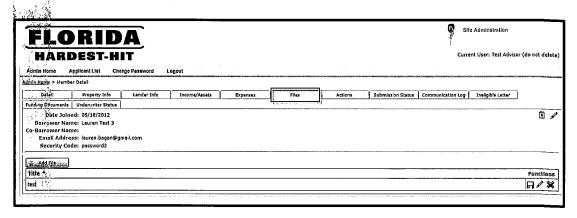




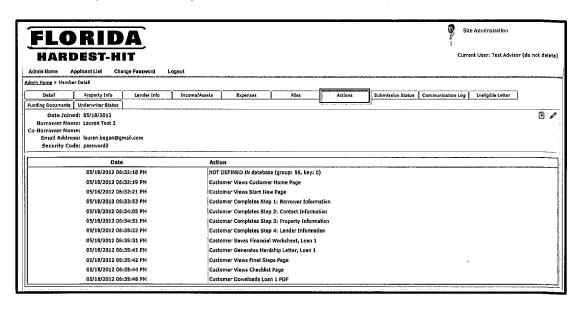
Expenses Tab (Member Edit)



Files Tab (Member Detail)

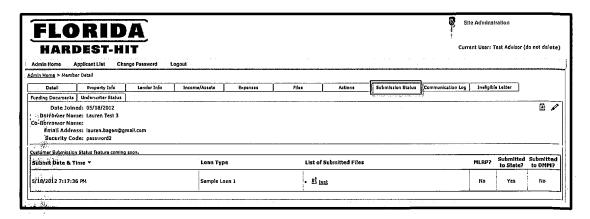


Actions Tab (Member Detail)

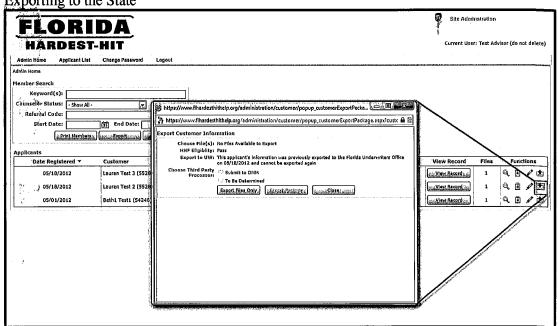




#### **Submission Status Tab**



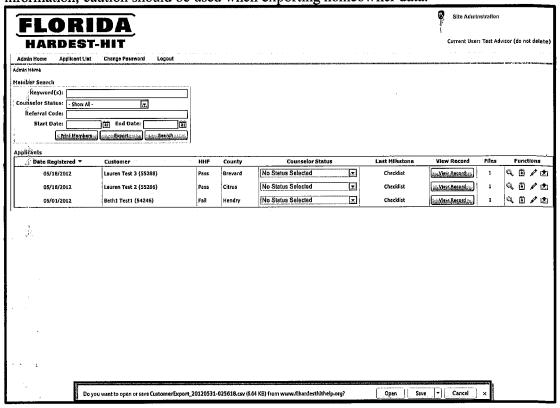
Exporting to the State





## **Exporting Customer Data**

The export function allows all customer records to be exported from the database into a CSV or comma delimited file. Advisors must recognize that this is confidential information; caution should be used when exporting homeowner data.





Dear Homeowner,

Now that you have completed the online application process, you are prepared to meet with a Hardest Hit Fund (HHF) Advisor.

To assist us in providing the most effective and efficient service, please use the <u>Submission Checklist</u> provided to ensure you have all the necessary items, including any additional financial documents, which apply to your situation.

If you are unable to locate all of your documents, gather what you can and send them in along with your printed package to begin the process. If there are questions or information you do not understand, that is alright. Do your best with it, and we will go through the rest of it together.

Before you send the package, please review everything and confirm that all your information listed is complete and accurate. It is especially important to ensure the correct spelling and accuracy of your name, address, contact information and loan number. Utilize the **Fax Transmittal** generated with this package to fax or email all the documents listed on the Submission Checklist.

After submitting your completed package, you will be contacted by a HHF Advisor to arrange for a phone conversation or face-to-face interview to review your information.

Please contact your HHF Advisor if you receive any correspondence from your lender or servicer once you have begun the process.

You can reach us at:

Phone: Fax:
Email:

We look forward to working with you.



## **Submission Checklist**

Fo	rms automatically printed from online application
	Fax Transmittal Page (please write the total number of pages in package)
	HHF Intake Form (Please verify that your information is accurate)
	Financial Worksheet (Please sign and date)
	Hardship Letter (Please sign and date)
	4506T Form (Please sign and date)
	Authorization for Release of Information (Please sign and date)
	Homeowner/Advisement Contract (Please sign and date)
	FHFC Privacy Policy
	Hardship Affidavit (Please sign and date)
Su	pporting documentation you need to provide
	Copy of your Deed (If available)
	Any correspondence from your mortgage servicer or its attorney (If applicable)
	Most recent mortgage statement (If available)
Su	Last 60 days of pay stubs for all employment and income sources (including SSI, Child pport, Alimony, ect)
	Last two months of all current bank statements; for all assets.
, 1	If unemployed, copy of unemployment eligibility or explanation of benefits
	If self employed, a copy of the last two year's tax returns with all schedules attached
	If self employed, 6 months current personal and business bank statements
, 📑	If self employed, year to date Profit and Loss statement (completed by a Third Party)
	Bankruptcy discharge / dismissal
	Homeowners Association dues statement
	Homeowners Insurance statement (including flood, wind, hail, ect), if not escrowed
	Property Tax statement (If not escrowed)



# FAX TRANSMITTAL

30. 48. in \$4.50	
Date:	Qty. Pages (including cover):
Send to:	From:
Fax Number:	Phone Number:
Loan Number:	Alt Phone Number:
5-0.1 4-3.2	Email:

**SUBJECT:** PROPOSED HOMEOWNER ASSISTANCE: HHF

CLIENT NAME:

ADDRESS:

CITY:

STATE, ZIP:

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Please review this intake packet for receiving possible assistance through the Hardest Hit Fund. Your assistance with this process is greatly appreciated.

Thank you,

This transmittance contains confidential client information and is intended for the expressed recipient only. If you receive this transmittance in error please contact the sender and destroy the document immediately.



## **HHF Intake Form**

ame: First:			Last:
ddress: Street:		City:	
ate:Zir	0:		:
none #:	Phone #2:	Social Secu	rity
ımber:			
rthdate:	Race:	Other	
ispanic: 🗌 Yes [	No Place of Birth:		Are you a US Citizen/Legal Alien?
		Disabled:	Veteran:
ousehold Type:	Head of Ho	ousehold	
eceived Foreclosure Notic	ce: Has your loan b	peen modified in the past 6 r	months?
iled For Bankruptcy:	Bankrupt	cy Discharge Date:	
amily Size: 40 How n	nany dependents? What	ages are they?,	·
	Total Co-Homeowners:		
	n for your hardship and/or loan		
CO-HOMEOWNER			
CO-HOMEOWNER	M:		_Last:
CO-HOMEOWNER	M:		Last:
CO-HOMEOWNER  Name: First:	M: Phone #2:	:Social Sec	Last:curity
CO-HOMEOWNER  Name: First:	Phone #2:M: Phone #2: 	:Social SecSocial Sec	Last:curity
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:	Phone #2:M: Phone #2: 	:Social SecSocial Sec	Last:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:  Yes		:Social Se	Last: curity er Are you a US Citizen/Legal Alien?
CO-HOMEOWNER  Name: First:  Phone #: Number:  Birthdate:  Hispanic:		:Social SecOth	Last: curity er Are you a US Citizen/Legal Alien? Veteran:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:		:Social SecOth	Last: curity er Are you a US Citizen/Legal Alien? Veteran:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:		:Social SecOth	Last: curity er Are you a US Citizen/Legal Alien? Veteran:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:		:Social SecOth	Last:  curity  er Are you a US Citizen/Legal Alien?  Veteran: Other:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:		:Social SecOthDisabled: omeowner:	Last: curity  er Are you a US Citizen/Legal Alien?  Veteran: Other:  Self Employed:
CO-HOMEOWNER  Name: First:  Phone #:  Number:  Birthdate:  Hispanic:		:Social SecOthDisabled: omeowner:	Last: curity  er Are you a US Citizen/Legal Alien?  Veteran: Other:  Self Employed:

## **Co-Homeowner Employment** Primary Employer: \_\_\_\_\_\_ Position: \_\_\_\_\_\_ Self Employed: Net Income: \$\_\_\_\_\_\_ Years in Profession: \_\_\_\_\_ Hire Date: \_\_\_\_\_ This amount is paid: \_\_\_\_\_ PROPERTY INFORMATION Property Type: \_\_\_\_\_ Purchase Price: \$\_\_\_\_\_ Purchase Date: \_\_\_\_\_ Current Assessed Property Value: \$\_\_\_\_\_ Owner Occupied: \_\_\_\_\_ Occupancy Type: \_\_\_\_\_ Do you own any other properties? If yes, how many: Property For Sallet Real Estate Agent Name: Real Estate Agent Phone First Mortgage Lender: \_\_\_\_\_ Loan Number: \_\_\_\_\_ Current On Mortgage:\_\_\_\_\_ Interest Rate \_\_\_\_\_% Adjustable Loan? \_\_\_\_\_ Type of Loan: \_\_\_\_\_ Date of Adjustmetit:\_\_\_\_\_ Principal Balance \$\_\_\_\_\_ Monthly Payment \$\_\_\_\_\_ Second Mortgage Lender: Loan Number: Principal Balance \$\_\_\_\_\_ Monthly Payment \$\_\_\_\_\_ Date of Adjustment: MISC How Did you Hear About Us: \_\_\_\_\_\_ Best Time To Call: \_\_\_\_\_\_

By signing below, I/We certify that the information and documentation provided is true and correct to the best of my/our knowledge. In the event a third party is designated to assist on my/our behalf, I have included written authorization to the designee to assist on my/our behalf (Authorization for Release of Information form).

Signature	Print Name	Date
Co-Homeowner Signature	Print Name	Date

## FINANCIAL WORKSHEET

#### Loan Number: **Homeowner Name: Monthly Net** Source **Monthly Gross** Income Homeowner Income \$ \$ Co-Homeowner Income \$ \$ Other Income 1 \$ \$ Other Income 2 \$ Other Income 3 \$ **Total Annual Income** \$ **Total Gross Income** \$ \$ **Total Net Income** Expenses Monthly Payments Unpaid Balance Mortgage Payment 2nd Mortgage Payment \$ \$ Monthly Property Taxes \$ (If not included in payment) Home Owners Insurance \$ (If not included in payment)

Summary

Home Owner Association Fee

Total Dependents:	Total in Household:
Assets	Estimated Value
Checking Accounts	\$
Savings Accounts	\$
IRA/401K/Keogh Accounts	\$
Other	\$
Total Assets	\$
10000 8764	
Total Expenses	\$
Total Balance	\$
Gross Monthly Surplus	\$
Net Monthly Surplus	\$

\$

By signing below, I/We certify that the information and documentation provided is true and correct to the best of my/our knowledge. In the event a third party is designated to assist on my/our behalf, I have included written authorization to the designee to assist on my/our behalf (Authorization for Release of Information form).

Signature	Print Name	Date
v		
Co-Homeowner Signature	Print Name	Date



## LOAN NUMBER#

## HARDSHIP LETTER

Homeowner Name	Homeowner Signature	Date
Co-Homeowner Name Date	Co-Homeowner Signature	



## **Authorization for Release of Information**

Homeowner:		<del></del>
Co-Homeowner:		
Property Address:		
	Zip Code:	
•		
Lender:	Loan Number:	
HHF Advisor Agency:		
	Telephone:	
Email: ½		

I/we authorize that the Florida Housing Finance Corporation & HHF Advisor Agency named above (herein after "Florida Housing & HHF Advisor Agency") and its representatives to speak with my/our lender and/or servicer and with whomever has servicing responsibilities for my/our loan and to share, release, discuss and other wise provide to and with each other public and non-public personal information contained in or related to my mortgage loan. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, income, government monitoring information, loss mitigation application status, default status, account balances, program eligibility, and payment activity.

The Lender/Servicer will take reasonable steps to verify the identity of a third party, but has no responsibility or liability to verify the identity of such third party. The Lender/Servicer also has no responsibility of liability for what a third party does with such information.

Florida Housing & HHF Advisor agrees to maintain the confidentiality of homeowner(s) information; however, I/we also authorize Florida Housing & HHF Advisor and/or lender and/or servicer handling my/our loan to submit my/our personal information to the entities funding this program or their agents for the exclusive purposes of program evaluation and monitoring.

I/we further authorize Florida Housing & HHF Advisor and/or lender and/or servicer handling my/our loan to verify employment, income and /or assets in conjunction with my/our qualification for assistance.



This authorization will not be valid unless signed below by all homeowner and co-homeowner(s) named above and will only remain valid until revoked in writing by any homeowner or co-homeowner(s) named below.

Homeowner Signature	Date
	Date
Co-Hörliដ្ឋិច្ចីwner Signature	24.0
Co-Homeowner Signature	Date
HHF Advisor Signature	Date
A. A	
Finds Develop Developative Signature	Date
Florida Housing Representative Signature	



## **Homeowner/Advisement Contract**

I/We,	(Homeowners) agree to the following terms of
service:	

- I/We will always provide honest and complete information to my/our HHF Advisor, whether verbally or in willing
- We will provide all necessary documentation and follow-up information within the timeframe requested.
- We will be on time for appointments and understand that if we are late for an appointment, the appointment will still end at the scheduled time.
- 1/We will call within 6 hours of a scheduled appointment if I/we will be unable to attend an appointment.
- I/We will contact the HHF Advisor about any changes in our situation immediately.
- I/We understand that breaking this agreement may result in another homeowner being served ahead of me/us.
- bl./We acknowledge that I have received a copy of the Florida Housing Finance Corp's Privacy Policy.

I/we authorize that Florida Housing Finance Corporation & HHF Advisor and its representatives to speak with my/our lender and with whomever has servicing responsibilities for my/our loan and to provide to such parties documentation on my/our behalf regarding my/our loan for Florida's Hardest Hit Fund.

I/we also authorize the lender and/or servicer handling my/our loan to discuss my/our loan with Florida Housing & HHF Advisor Agency, including notification of loan modification status or future default or delinquency.

Florida Housing & HHF Advisor Agency agrees to maintain the confidentiality of homeowner(s) information; however, I/we also authorize Florida Housing & HHF Advisor Agency and/or lender and/or servicer handling my/our loan to submit my/our personal information to the entities funding this program or their agents for the exclusive purposes of program evaluation and monitoring.

I/we further authorize Florida Housing & HHF Advisor Agency and/or lender and/or servicer handling my/our loan to verify employment, income or assets in conjunction with qualification for assistance.



# **Homeowner/Advisement Contract**

This authorization will not be valid unless signed below by all homeowners and co-homeowners named above and will only remain valid until revoked in writing by any homeowner or co-homeowner named above.

Homedwier (Print)	
Homeowner (Signature)	Date
Co-Homeowner (Print)	
Co-Homeowner (Signature)	Date
Co-Homeowner (Print)	
Co-Homeowner (Signature)	Date
95 * · , · • •	
HHF Advisor (Print)	
HHF Advisor (Signature)	Date



## Florida Housing Finance Corporation Privacy Policy

Florida Housing Finance Corporation is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your "nonpublic personal information," such as housing debt, income and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Authorization for Release of Information. We may also use anonymous aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

#### Types of information that we gather about you

- Information we receive from you orally, on applications or other forms, such as your name, address, social security number, assets, and income;
- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions;

### Release of your information to third parties

- 1. We may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of the federal assistance funding this program.
- 2. We may also disclose any nonpublic personal information about you or former customers to anyone as required by law (e.g., if we are compelled by legal process).
- 3. Within the organization, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal information.



## **Hardship Affidavit**

Homeowne	r Name (fi	rst, mid	dle, last): Date of Birth:
Co-Homeov	vner Name	e (first, n	niddle, last): Date of Birth:
Property St	reet Addre	ess:	
			Servicer:
Loan Numb	er:		
			Hardest Hit Fun assistance, I/we am/are submitting this form indicating by one or more events that explain my/our hardship.
<u>Homeowne</u>	r <u>Co-H</u>	omeow	<u>ner</u>
Yes No	Yes	No	
			My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."
Yes No	Yes	No	
			My household financial circumstances have changed, for example: death in family, serious or chronic illness, or permanent or short-term disability. I have provided details below under "Explanation."
Yes No	Yes		
			My expenses have increased. For example: monthly mortgage payment has increased or will increase, or high medical and health-care costs. I have provided details below under "Explanation."
Yes No	Yes	No	
			My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three months of principal interest or taxes or my principal on my principal residence). I have provided details below under "Explanation."
Yes No □ □	Yes □	No □	There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."



#### Homeowner/Co-Homeowner Acknowledgement

- 1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our financial hardship.
- 2. I/we understand and acknowledge that FHFC & HHF Advisor and/or its agents may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that accuracy submitting false information may violate Federal and/or state law.
- 3. If we certify that I/we have not been convicted, within the last ten (10) years of any of the following in connection with a mortgage or real estate transaction: (a) felony larceny, theft, fraud or forgery, (b) money laundering; or (c) tax evasion.
- 4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any facts (s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, I may not qualify for HHF assistance.
- I/we certify that my/our property is owner-occupied and my/our primary residence is not vacant, condemned or rented.
- 6. I/we certify that I/we am/are willing to provide all requested documents and to respond to all communication in a timely manner. I/we understand that time is of the essence.
- 7. I/we understand that FHFC & HHF Advisor and/or its agents will use this information to evaluate my/our eligibility for assistance, but is not obligated to offer me/us assistance based solely on the representations in this affidavit.
- 8. I/we authorize and consent that FHFC & HHF Advisor disclose to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us or and retained by in connection with the HHF assistance.
- 9. 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. The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 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.



## **Hardship Affidavit**

10. In making this certification, I/we certify under penalty of perjury that all of the Information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and 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.

Homeowner Signature	Date	Co-Homeowner Signature	Date	
Emáll Addréss		Email Address		
Cell Phone		Cell Phone		
Home Phone		Home Phone		
Work Phone		Work Phone		



## Hardship Affidavit

Explanation:

val.

# FLORIDA HOUSING FINANCE CORPORATION HHF DOCUMENT CHECKLIST

## NAMING CONVENTION FOR FILES LISTED IN ( ) FOR EACH SECTION place last name and first initial in front of naming convention

Client's Name	Listus and Albert	Date of Application:
DO 1512 DO 1513 DO 151	NA STATE	na an manananananananan samunian an anananananan an an an an manananan manananan samunian an a
Intake Application: (INTAKE APPLICATION MMDDYYYY)		
Intake Application: HHF Intake Form and Financial		
Worksheet Hardship Letter/Dodd Frank		seant
4506T (Submitted for self employed applicants)	<del>                                     </del>	
Homeowner/AdVisement Contract		
a Sidiani.	<u> </u>	
Hardship Affdavii		
Authorization (d Release Mormation (ATRI MMDDYYYY)		
Supporting Doculidation (ELIGIBILITY DOCS MMDDYYYY)	ļ	
Eligibility Checklist (both pages)		
Eligibility Computation Form (w/ calculation tape)		
Property: (PROPERTY DOCS MMDDYYYY)		
Deed 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Recorded Mortgage (for all liens disclosed)		
Proof of Homestead		
Mortgage: (MORTGAGE DOCS MMDDYYYY)		
Recent Mortgage Statement and any correspondence from service/attoriey (for all liens disclosed)		
Homeowners Insurance Statement (including flood, wind, hurricane etc), if not escrowed		
Property Tax Statement, if not escrowed		
Homeowners Association dues statement, if applicable		
Condo Association (Most recent two years of Condo Financial Statements) [CONDO DOC MMDDYYYY]		
Income: With annual income calculation provided (INCOME MMDDYYY)		
Pay Stubs (Last 60 days)		
Self-Employed/Decreased Income:		
*Last two years tax returns (W-2 or 1099)		
*Year to Date Profit and Loss (prepared by third party)		
Unemployed: Copy of unemployment determination		
Underemployed: Verification of 10% reduction in income		
Other Income Sources: SSI, Child Support, Pension		
Asset: (ASSET MMDDYYYY)		
Last two months Bank Statements (personal and business if		
applicable  Letter of Explanation (LOX) for all deposits over \$100.00 that do not tie to an income source		
Misc:		
Proof of Bankruptcy discharge/dismissal (BANKRUPTCY MMDDYYY)		
Ineligible Letter (INELIGIBLE MMDDYYY)		
Divorce Decree w/ Settlement Agreement (DIVORCE DECREE		
MMDDYYY)		
	<del>                                     </del>	

# FLORIDA HOUISNG FINANCE CORPORATION ELIGIBILITY DETERMINATION CHECKLIST

Client's Name	Date of	f Applica		
No. 2015 philipping and a state of the state	MY.	10		Carrier States and Carrier
HOMEOWNER				
1.) Is the client a Legal US Resident/Legal Alien?				
2.) Is the client a Florida Resident?	ļ			
3.) Does the client occupy the property as their primary residence?(Proof of Homestead required)				
4.) Is the total household income below 140% AMI(at time of hardship) adjusted for household size?		<u>.</u>		
5.) Is the total monthly housing debt greater than 31% of gross monthly income?		<u> </u>		(A) 机多数线点 (A)
6.) Is the total amount of assets lower than \$5,000 or 3 times the PITIA (whichever is greater)		<u> </u>		
7.) Has the ellent experienced a qualifying hardship [unemployment or underemployment (min 10%)]?		<u> </u>		
8.) Does the homeowner have a bankruptcy that has not been discharged or dismissed?				1346 2 5 844 1 1 2 4
9.) Has the client feen convicted of a mortgage related felony in last 10 years?(self certified)				
PROPERTY				
1.) Is the property located in Florida?				
2.) Does the property qualify?			<u> </u>	
(single family, townhome, condo (as approved), quad or below				
with client occupying one unit, mobile or manufactured on a permanent foundation)	<u> </u>		<u> </u>	
3.) In addition to the primary residence, does the homeowner own more than one other property?	<u> </u>			
4.) Is the property abandoned, vacant or condemned?				
MORTGAGE				
1.) Is the clients mortgage with a regulated financial institution/Habitat/USDA?				
2.) Is the currencouts funding balance of the first mortgage \$400,000 or less?		<u> </u>		
3.) Is their current pending litigation on the property/mortgage?				

HHF Advisor Signature:	 Date:	
IIII Advisor Signature.	 	

# FLORIDA HOUSING FINANCE CORPORATION QUARTERLY REVIEW HHF CHECKLIST/ELIGIBILITY DETERMINATION

## NAMING CONVENTION FOR FILES: Last Name, First Initial QT MMDDYYYY

Client's Last Name:	File Number:		
	Payment for:		
DOCUMENTS	V/NA V/NA	COMMENTS	
Supporting Documentation:			
Hardship Letter/Hardship Affidavit(new letter each month. Self certifying meets requirements)			
Recent Mortgage Statement and any correspondence from servicer/attorney			
Pay Stubs (Last 30 days)			
Self-employed: Copies of husiness checking accounts		والمناب المناب ا	
Unemployed: Copy of tinemployment eligibility(or proof of deposit on bank statement)		الله الله المناطقة ا	
Other Income Sourcest \$81, Child Support, Pension			
Last month of bank statement			
Proof of Current Partial Payment			
Misc:			
ANNA CONTRACTOR OF THE CONTRAC	Y/N		
EligibilityDetermination!	<del></del>	-	
1.) Provide the updated Eligibility Determination Spreadsheet			
2.) Is the total household income below 140% AMI adjusted for household size?			
3.) Is the total monthly tousing debt greater than 31% of gross monthly income?			
4.) Is the total amount of assets lower than \$5,000 or 3 times the PITIA(whichever is greater)?			
5.) Has the partial payment been made for the current month?			
I certify that all information provided is true and accurate.			
HHF Advisor Signature:	Date:		
Homeowner Signature:	Date:		
Co-Homeowner Signature:	Date:		
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Please scan this document along with all other supporting documents into one file.

		ННЕ	ELIGIBILITY COMPUTATION FO	DRM		
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## NOTICE TO CURRENT AND PREVIOUS PARTICIPANTS IN THE HHF PROGRAM

FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

You are being provided with this notice as a current or previous participant in the Florida Hardest Hit Fund (HHF) Program who has requested that the increased assistance being offered under the recent changes to the Florida Hardest Hit Fund (HHF) Program be made available to you.

As a borrower who has previously received HHF Program assistance and was not involuntarily terminated or as a borrower who is currently receiving HHF Program assistance and remain in good standing, you are eligible for the increased assistance being offered under the recent changes to the Unemployment Mortgage Assistance Program (UMAP) and the Mortgage Loan Reinstatement Program (MLRP), but only to the extent that the cumulative total of the HHF Program assistance that you receive does not exceed the following limits:

\*\*\*\*\*\*

UMAP - 12 months or \$24,000, whichever comes first MLRP with UMAP – maximum of \$18,000 towards reinstatement MLRP only – maximum of \$25,000 towards reinstatement

I acknowledge receipt of the foregoing notice. I understand that the HHF Program assistance available to me as a current or previous participant in the HHF Program is limited as set forth in this notice.

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

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

Co-Borrower

到新游

Loan Closing Packages need to be assembled as follows:

• Loans to new HHF borrowers approved for UMAP and MLRP will be documented by:

Approval Letter
Summary Disclosure of Loan Terms
Partial Payment Agreement
Promissory Note and Rider to Promissory Note
Subordinate Mortgage
Closing Document Checklist
Automatic Withdrawal Form
Voided Check Form (check TAPED to form)

Loans to new HHF borrowers approved for MLRP only will be documented by:

Approval Letter
Summary Disclosure of Loan Terms
Promissory Note and Rider to Promissory Note
Subordinate Mortgage
Closing Document Checklist

 Modified loans to all current and previous HHF borrowers except for pilot program borrowers Will be documented by:

Approval Letter
Summary Disclosure of Loan Terms
Partial Payment Agreement
Note, Mortgage and Loan Modification Agreement
Modification Closing Document Checklist
Automatic Withdrawal Form
Voided Check Form (check TAPED to form)



## www.FLHardestHitHelp.org

Hardest Hit Fund Approval Letter
Daté:
Deat's
Congratulations! You have qualified to receive assistance through the Florida Hardest Hit Fund. The following is a summary of the assistance you are eligible to receive:
You have been approved for the following type(s) of assistance:
<u>UMAP AND MLRP</u> . Unemployment Mortgage Assistance Program (UMAP) payments for up to 12 months or a maximum of \$24,000 and Mortgage Loan Reinstatement Program (MLRP) assistance up to a maximum of \$18,000.00, not to exceed the combined Hardest Hit Fund Program limit of \$42,000.
Under the UMAP, the Florida Hardest Hit Fund will pay to your first mortgage lender or servicer, on your behalf, \$ per month toward your monthly mortgage payments during the term of your UMAP assistance. In order to receive this assistance, you must pay \$ per month to US Bank during the term of your UMAP assistance which is your "partial payment" amount.
Under the MLRP with UMAP, the Florida Hardest Hit Fund will pay up to \$18,000 to pay certain, approved arrearages in order to help reinstate your first mortgage loan.
As of the date of this Approval Letter, your servicer has indicated that your current arrearages total \$ This amount is subject to change based on the servicer's notification.
MLRP ONLY (NO UMAP). Mortgage Loan Reinstatement Program (MLRP) assistance only up to a maximum of \$25,000 to pay certain, approved arrearages in order to help reinstate your first mortgage loan. You are eligible for this amount of MLRP assistance only because you do not participate in the UMAP.

As of the date of the Approval Letter, your servicer has indicated that your current arrearages total \$\_\_\_\_\_\_. This amount is subject to change based on the servicer's notification

Your assistance under the Florida Hardest Hit Fund will be in the form of a subordinate mortgage loan that is forgivable, incrementally, over a period of time subject to certain conditions. The mortgage loan will be evidenced by a Promissory Note, a Rider to Promissory Note, a Subordinate Mortgage and, for homeowner's participating in the UMAP, a Partial Payment Agreement. These loan documents and this letter contain the terms and conditions that will govern your HHF Loan. In the event of a conflict, the terms and conditions of the loan documents will control.

In order to continue receiving UMAP assistance each month, you must:

- 1. Make your partial payment to US Bank each month during the term of the assistance as provided in the Partial Payment Agreement; and
- 2. On or before the following dates:

At Closing 1st Quarter due date 2nd Quarter due date 3rd Quarter due date

Supply the required information to your assigned HHF Advisor to evidence continued eligibility under the applicable program. This includes, if applicable:

- a. A new hardship affidavit certifying your continued need and eligibility for HHF Program assistance.
- b. Recent mortgage statement (if received) plus any correspondence from your mortgage servicer.
- c. Homeowners Association dues statement.
- d. Paystubs for the last 30 days.
- e. Bank statements, including business bank accounts if self-employed, for the last month
- f. Proof of continued receipt of Unemployment Benefits.
- g. Other income sources, including child support, alimony and Social Security.

Please acknowledge your understanding of the amount(s) and type(s) of assistance that you have been determined eligible to receive and the requirements that you must meet in order to receive assistance under the program(s) by signing below. Your signature means that you agree to fulfill your obligations under the Florida Hardest Hit Fund, and if you do not fulfill those obligations,

Hardest Hit Fund Approval Letter Page 3

your participation and eligibility for assistance under the program(s) described above may be terminated. In addition, if at any time it is determined that you provided inaccurate or false information, or withheld information, in making application for assistance under the Florida Hardest Hit Fund, or if you fail to notify Florida Housing of events that would disqualify or render you ineligible for further assistance under the program(s) described above, your participation in the program(s) will be automatically terminated.

NOTICE TO CURRENT AND PREVIOUS HHF PARTICIPANTS: The amount(s) stated in this letter represent the maximum amount(s) of HHF assistance available to a participant in the HHF Programs. If you currently receive or have previously received HHF Program assistance, the amount(s) of any such assistance will count toward the assistance amount(s) stated in this letter. You are eligible for the assistance approved in this letter only to the extent that the total of the HHF Program assistance you receive does not exceed the following limits:

UMAP - 12 months or \$24,000, whichever comes first

MLRP with UMAP - maximum of \$18,000 towards reinstatement

MLRP only - maximum of \$25,000 towards reinstatement

	Date:	
Borrower		
- Julian Life	Date:	
Co-Borrower		

FHFC Loan #		
	_	

#### FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM SUMMARY DISCLOSURE OF LOAN TERMS

The Florida Hardest Hit (HHF) Program includes two assistance programs, an Unemployment Mortgage Assistance Program (UMAP) and a Mortgage Loan Reinstatement Program (MLRP). Subject to the eligibility requirements for the programs, a homeowner may be eligible for assistance under both the UMAP and the MLRP, or the MLRP only. The homeowner will be notified of the program(s) for which the homeowner has been determined eligible. The HHF Program is intended to provide a sustainable solution to keep Florida unemployed or underemployed homeowners in their current homes by helping those who are struggling to make their current mortgage payments because of hardships sustained since purchasing the home. The HHF Program will provide assistance in the form of a subordinate mortgage loan (HHF Loan) to the homeowner that is forgivable, incrementally, over a period of time subject to certain conditions. Homeowners who are approved for assistance under the HHF Program will be notified in writing (HHF Approval Letter). The HHF Loan will be evidenced by a Promissory Note, a Rider to Promissory Note, a Subordinate Mortgage and, for homeowner's participating in the UMAP, a Partial Payment Agreement (collectively, the Loan Documents). The Loan Documents, including requirements contained in the HHF Approval Letter, contain the terms and conditions that will govern the HHF Loan

• Loan Amount: UMAP and MLRP: Up to \$42,000,00 for both the UMAP and the MLRP combined.

MLRP only: Up to \$25,000.00 for MLRP only.

- UMAP: The HHF Loan proceeds, up to a maximum of \$24,000.00, will be advanced by Florida Housing directly to the owner or servicer of the homeowner's First Mortgage Loan in monthly installments to pay up to 12 of the homeowner's monthly mortgage payments as they become due. In order to be eligible for assistance under the UMAP, the homeowner will be required to participate financially by paying from the homeowner's own source of funds a portion of each of the 12 monthly mortgage payments covered by the UMAP. The payments required from the homeowner are called "partial payments" and the amount of each "partial payment" will be equal to 25% of the homeowner's monthly income, with a minimum payment requirement of \$70.00 per month. If the homeowner fails to make a "partial payment," payment assistance under the UMAP will cease immediately and the homeowner's eligibility to participate in the Florida Hardest Hit (HHF) Program will terminate.
- MLRP: The HHF Loan proceeds will be advanced by Florida Housing directly to the owner or servicer of the homeowner's First Mortgage Loan to pay certain, approved arrearages in order to help reinstate the First Mortgage Loan.

MLRP with UMAP: If the homeowner participates in the UMAP, the maximum assistance available to the homeowner under the MLRP is up to \$18,000.00.

MLRP only: If the homeowner participates in the MLRP exclusively (i.e., the homeowner does not participate in the UMAP), the maximum assistance available to the homeowner under the MLRP is up to \$25,000.00.

Interest Rate:

0%

• Forgivable:

The HHF Loan is forgivable over a period of five and one-half (5 ½) years, subject to certain conditions.

- Repayment: If not forgiven, the HHF Loan must be repaid at the end of 10 years. If the homeowner sells or refinances
  the home prior to that time, repayment will be required if there is sufficient equity to repay.
- Mortgage:

The HHF Loan will be secured by a subordinate mortgage on the homeowner's home.

Costs:

No loan fees or closing costs associated with the HHF Loan will be charged to the homeowner.

HOMEOWNERS SHOULD REFER TO THE LOAN DOCUMENTS FOR THE TERMS AND CONDITIONS THAT WILL GOVERN THEIR HHF LOAN. THIS SUMMARY DISCLOSURE OF LOAN TERMS IS A SUMMARY ONLY AND IS NOT INTENDED TO REPLACE OR AMEND THE TERMS AND CONDITIONS IN THE LOAN DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THIS SUMMARY \*\*\*ASCEOSURE\*\*\*OF\*\*\*LOAN\*\*\*\*TERMS\*\*\*AND THE\*\*\*LOAN DOCUMENTS, THE LOAN DOCUMENTS WILL CONTROL.

I/We acknowledge receipt of this Summary Disclosure of Loan Terms.

BORROWER	Date:
Print name:	Date:
BORROWER Print name:	

FHFC Loan #	

# PARTIAL PAYMENT AGREEMENT FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM UNEMPLOYMENT MORTGAGE ASSISTANCE PROGRAM

I (the undersigned Borrower, and if more than one, the undersigned Borrowers) understand that in order to receive and remain eligible for assistance under the Unemployment Mortgage Assistance Program component of The Florida Hardest Hit (HHF) Program, I must pay from my own source of funds a certain amount toward each of the twelve (12) monthly mortgage payments covered by the Unemployment Mortgage Assistance Program. The amount I must pay each month is 25% of my monthly income, or a minimum of \$70.00, and is referred to as my "Partial Payment." This Partial Payment Agreement, together with the Promissory Note, the Rider to Promissory Note, and the Subordinate Mortgage which I am executing, comprise the Loan Documents evidencing the loan made to me by Florida Housing Finance Corporation under the Florida Hardest Hit Fund (HHF) Program. U.S. Bank

If for any reason there are not sufficient funds in my account on the date that the payment is to be withdrawn, U.S. Bank Home Mortgage will make another attempt to clear the funds from my account. If there are still insufficient funds in my account, I may make the payment directly to U.S. Bank Home Mortgage by sending the payment in the form of a Cashier's Check, Money Order or through the electronic payment services of Money Gram or Western Union to U.S. Bank Home Mortgage, 17500 Rockside Road, Cleveland, Ohio 44146, Attn: Default Resolution – Hardest Hit Fund.

I understand that if on any one occasion funds cannot be withdrawn from my account by the 5<sup>th</sup> of the month and I do not send my Partial Payment to U.S. Bank Home Mortgage by the 20<sup>th</sup> of the month, Florida Housing Finance Corporation will cease making any further monthly mortgage assistance payments on my behalf under the terms of my First Mortgage Loan, and that my eligibility for assistance and participation in the Florida Hardest Hit Fund Program will be terminated.

I am executing this agreement in favor of U.S. Bank Home Mortgage and Florida Housing Finance Corporation, intending that they rely upon the terms, conditions and the authorizations contained in this agreement for all purposes. I understand that time is of the essence with respect to the time periods for performance established in this agreement.

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This agreement is governed by the laws of the state of Florida.

	Date:	
Borrower		
Print Name:		
	Date:	
Borrower	Date.	
Print Name:		

# PROMISSORY NOTE FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

## THIS PROMISSORY NOTE MAY REQUIRE A BALLOON PAYMENT UPON MATURITY

Date o	of this Note:		FHFC Loan #		
"Prop	perty" means the Borrower's residence located at:				
	Street Address	City	State	Zip Code	<del></del>
"First	Mortgage Loan" means the loan evidenced by t	the mortgage encum	nbering the Property dated		given by
page_	to to to	, of the pu	as recorded in O blic records of	official Records Book	s, la.
1.	BORROWER'S PROMISE TO PAY				
	In return for a loan (the "HHF Loan") that I (undersigned Borrower, jointly and severally) pro (the "Lender"), a public corporation, the sur (\$), or so much thereof as may be a the Lender whose address is 227 North Bronough in this Note includes anyone who takes this Note be	mise to pay to the c m of up to dvanced pursuant the Street, Suite 5000, T	order of FLORIDA HOUSI THOUSA e terms of this Note (the "Pr Tallahassee, Florida 32301-	NG FINANCE COR ND AND NO/100 rincipal Amount"), at 1329. The term "Ler	PORATION DOLLARS the office of
2.	THE LOAN; HARDEST HIT FUND PROGRA	M			
	The HHF Loan evidenced by this Note is made by administered by the Lender pursuant to sections 10 as amended, and the program guidelines establish made by the Lender to me and the HHF Loan p indebtedness for which I am obligated under my this Note") attached to this Note, the terms and Documents" means this Note, the Rider to this Note Payment Agreement, executed by me in connection	01 and 109 of the Enhed and implemente proceeds will be adv First Mortgage Loar d conditions of whate, the mortgage design.	nergency Economic Stabilized by the Lender in connect ranced on my behalf exclusion as provided in the Rider to ich are incorporated herein cribed in Section 8 of this N	tation Act of 2008 (Pation therewith. The Issively to satisfy more of Promissory Note (in by reference. The	L. 110-343), HHF Loan is tgage related the "Rider to term "Loan
3.	INTEREST				
	The interest on this Note shall be zero percent (0%	) per annum.			
4.	REPAYMENT				
	(A) I understand that repayment of the Prince after the Date of this Note (that date is the "Maturi in the Rider to this Note by the Maturity Date, I at then forgiven, in full on the Maturity Date. I will section 1 of this Note, or at a different place if required."	ity Date" of this Not agree to repay the Pa I make my payment	e). If the Principal Amount rincipal Amount, or the bal	has not been forgiver ance of the Principal	as provided Amount not
	(B) I also understand that if the Property is a the balance thereof as shall not have been forgiven become immediately due and payable in full with resulting from the sale or refinancing. If the Le	as provided in the F nout notice or deman	Rider to this Note at the time and but only to the extent the	e of such sale or refin ere are sufficient equ	ancing) shall ity proceeds

THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES

sufficient to repay the balance then due in full, the Lender in its sole discretion may forgive the balance of the loan in excess of the available equity proceeds.

#### 5. FORGIVENESS.

The Principal Amount under this Note may be forgiven (reduced) in increments of 20% each over an approximate period of five and one-half (5 ½) years following the date of this Note in the manner provided in the Rider to this Note.

#### 6. BORROWER'S PAYMENT BEFORE PAYMENT IS DUE

I have the right to make payment, in full, of the Principal Amount at any time before it is due. This payment is known as a "full prepayment." No partial prepayment of the Principal Amount is permitted. When I make a full prepayment, I will tell the Lender in a letter that I am doing so.

#### 7. DEFAULT

- (A) **Default.** I will be in default under this Note if: (i) I do not repay the HHF Loan as required in section 4 above; (ii) I submit incomplete, false or misleading information to the Lender, or anyone acting on Lender's behalf, before or after the approval of this HHF Loan; or (iii) I fail to provide to the Lender, or to anyone acting on Lender's behalf, on a timely basis any information required by the Lender in order for the Lender to monitor my continuing compliance with the terms and conditions of this Note. At the Lender's option, I may be declared in default if I fail to comply with any of the terms and conditions in the Loan Documents or in the HHF Approval Letter issued to me in connection with the HHF Loan. If I am in default, the Lender may, its option, enforce this Note by any lawful means and require me to pay the Lender's costs and expenses as described in (D) below.
- (B) Notice of Default. If I am in default, the Lender may, but is not required to, send me a written notice.
- (C) No Waiver by Lender. Even if, at a time when I am in default, the Lender does not take action to enforce this Note, the Lender will still have the right to do so at a later time if I am in default.
- (D) **Payment of Lender's Costs and Expense.** If the Lender takes actions to enforce this Note as a result of a default under (A) (ii) above, the Lender will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees, whether incurred by the Lender before filing suit, at trial or an appeal.

#### 8. MORTGAGE

In addition to the protections given to the Lender under this Note, I am executing a Mortgage in favor of the Lender, dated the same date as this Note, which gives the Lender a security interest in the Property. This Note and the Mortgage are not assumable.

#### 9. BORROWER'S WAIVERS

I waive my rights that require the Lender to do certain things. Those things are (a) to demand payment of amount due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) to obtain an official certification of nonpayment (known as a "protest").

#### 10. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it by hand or by overnight courier or by mailing it by certified or registered mail, addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Lender a notice in writing of my different address.

Any notices that must be given to the Lender under this Note will be given by mailing it by certified or registered mail to the Lender at the Lender's address stated in section 1 above. A notice will be mailed to the Lender at a different address if I am given a notice of that different address.

#### 11. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated (jointly and severally) to pay the full amount owed and to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note. Notwithstanding the terms and conditions in this section 11, the personal liability of any Borrower is limited in the manner and to the extent as provided in section 12 below.

#### 12. LIMITS ON PERSONAL LIABILITY

- (A) Except as otherwise provided in this section 12, and contrary provisions elsewhere in this Note notwithstanding, the Borrower shall have no personal liability under this Note, the Mortgage or any other loan document for the repayment of the indebtedness evidenced by this Note or for the performance of any other obligations of the Borrower under the loan documents, and the Lender's only recourse for the satisfaction of the indebtedness and the performance of such obligations shall be the Property and Lender's exercise of its rights and remedies with respect to the Property under the Mortgage.
- (B) The Borrower shall be personally liable to the Lender for the full repayment of the indebtedness evidenced by this Note if the indebtedness, or any portion of the indebtedness, is obtained or created as a result of fraud or misrepresentation, including the submission of false, misleading or incomplete information, by the Borrower in connection with the application for or creation of the indebtedness or in connection with any advance or disbursement of the indebtedness made by the Lender on Borrower's behalf during the term of this Note.

#### 13. HEADINGS; SEVERABILITY; MODIFICATION; GOVERNING LAW

- (A) The headings of the sections, paragraphs and subdivisions of this Note are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (B) If any provision of this Note is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Note, and the other provisions of this Note shall continue in full force and effect.
- (C) No term or provision of this Note may be waived or modified unless such waiver or modification is in writing and signed by both Borrower and Lender.
- (D) This Note has been executed and delivered in, and is to be governed by and construed under the laws of the State of Florida.

#### 14. ATTACHMENTS

The Rider to Promissory Note is attached hereto and its terms and conditions are incorporated into this Note by reference.

NOTICE TO BORROWER
DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.
SIGN ORIGINAL ONLY.

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FHFC Loan #	
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# RIDER TO PROMISSORY NOTE FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

THIS RIDER TO PROMISSORY NOTE (this "Rider") is made and executed by the Borrower(s) and is incorporated into and shall be deemed to amend and supplement the Promissory Note made and executed by the Borrower(s) in favor of the Lender.

- **A. Definitions.** Capitalized terms not otherwise defined in this Rider, shall have the meaning attributed to those terms in the Promissory Note to which this Rider is attached.
- B. Florida Hardest Hit Fund (HHF) Program. The Florida Housing Hardest Hit (HHF) Program includes an Unemployment Mortgage Assistance Program (UMAP) and a Mortgage Loan Reinstatement Program (MLRP). Both programs are intended to provide a sustainable solution to keep Florida unemployed or underemployed homeowners in their current homes by helping those who are struggling to make their current mortgage payments because of hardships sustained since purchasing the home. Depending on a homeowner's particular circumstances, the homeowner may be eligible for assistance under both the UMAP and the MLRP, or for assistance under the MLRP only. The references and descriptions to both programs in the Promissory Note and in this Rider are not intended and do not mean that the Borrower is eligible for or has been approved by the Lender for assistance under both programs. The Borrower will be notified of the program(s) for which the Borrower has been determined eligible prior to executing this Rider or any other loan document.
- C. Eligible Uses for Florida Hardest Hit Fund (HHF) Loan Proceeds. The HHF Loan proceeds may be advanced by the Lender on the Borrower's behalf for the following purposes only:
  - 1. Unemployment Mortgage Assistance Program (UMAP).
    - (a) Subject to (b) below, to pay up to twelve (12) monthly installments of principal, interest, and, if required under the terms of the Borrower's First Mortgage Loan, the mortgage insurance premium and the escrow amounts for taxes, insurance and homeowner association fees, as applicable (PITIA), for which the Borrower is contractually obligated under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to the Borrower under the UMAP shall not exceed \$24,000.00.
    - the UMAP, and the Lender's obligation to advance any HHF Loan Proceeds on the Borrower's behalf as provided in (a) above or otherwise, are conditioned upon the Borrower's timely performance and compliance with the terms and conditions of the Partial Payment Agreement executed by the Borrower contemporaneously herewith. The Borrower's failure to comply in all respects and at all times with the terms and conditions of the Partial Payment Agreement shall result in the immediate cessation of any further payment assistance hereunder by Florida Housing on the Borrower's behalf and in the immediate termination of the Borrower's eligibility to participate in the Florida Hardest Hit Fund (HHF) Program. At the option of Florida Housing, the Borrower's failure to comply with the terms and conditions of the Partial Payment Agreement shall in addition constitute an event of default under the terms and conditions of the Loan Documents.
  - 2. <u>Mortgage Loan Reinstatement Program (MLRP)</u>. To pay arrearages in order to help reinstate the Borrower's First Mortgage Loan in the form of a lump sum payment not to exceed an amount equal to the sum of arrearages of principal, interest, taxes, insurance and association fees (PITIA), plus late

fees, insufficient funds fees, and such other reasonable, reinstatement fees or costs, as the Lender in its discretion may approve, as authorized and actually incurred or charged under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to a Borrower under the MLRP depends on whether or not the Borrower participates in the UMAP:

- (a) If the Borrower participates in the UMAP, the maximum assistance available to the Borrower under the MLRP is \$18,000.00; and
- (b) If the Borrower does not participate in the UMAP but instead participates only in the MLRP, the maximum assistance available to the Borrower under the MLRP is \$25,000.00.
- 3. In no event shall the cumulative total advanced under the HHF Loan exceed \$42,000.00 for both the UMAP and the MLRP combined.
- Conditions to Lender's Agreement to advance HHF Loan Proceeds. In addition to the conditions described in C.1.(b) above, The Lender's agreement to advance the HHF Loan proceeds under C. above is subject to and conditioned upon the following: (i) The Borrower must occupy the Property at all times as the Borrower's primary residence; (ii) the Borrower must continue to suffer financial hardship in the form of unemployment, underemployment, or reduced income from self-employment such that the Borrower lacks sufficient income to resume making the monthly mortgage payments required under the Borrower's First Mortgage Loan or to reinstate the loan; (iii) the Borrower must provide to the Lender or to the Borrower's assigned HHF advisor on a monthly basis documentation and evidence necessary to demonstrate that the Borrower continues to suffer financial hardship; (iv) the owner or servicer of the Borrower's First Mortgage Loan must agree to accept and apply the HHF Loan proceeds to the contract payments due under the Borrower's First Mortgage Loan, and, where the HHF Loan proceeds are advanced for reinstatement, must agree to reinstate the First Mortgage Loan; and (v) the absence of litigation or bankruptcy proceedings involving the Borrower, a co-Borrower under the First Mortgage Loan, the Property or anyone having an interest in the Property.
- E. Forgiveness. The HHF Loan as evidenced by the Promissory Note shall be forgiven in increments of 20% each over an approximate period of five and one-half (5½) years following the date of the Note in the following manner: The Principal Amount under the Promissory Note will be reduced by an amount equal to 20% of the Principal Amount with the first such reduction taking place on the first day of the eighteenth (18<sup>th</sup>) calendar month following the date of the Promissory Note and by a reduction in that same amount on that same date each calendar year thereafter until the Principal Amount is reduced to \$0.00 Dollars, or until such time as the Property is sold or refinanced, whichever shall first occur. If the Property is sold or refinanced prior to the time that the HHF Loan is forgiven in full, the Principal Amount then outstanding shall be due and payable as provided in section 4 (B) of the Promissory Note.

Executed by the Borro	ower(s) this day	of	, 201	
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Borrower Print name:		·		ara nagari masa
Borrower Print name:				

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#### RIDER TO PROMISSORY NOTE

## FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

THIS RIDER TO PROMISSORY NOTE (this "Rider") is made and executed by the Borrower(s) and is incorporated into and shall be deemed to amend and supplement the Promissory Note made and executed by the Borrower(s) in favor of the Lender.

- **A. Definitions.** Capitalized terms not otherwise defined in this Rider, shall have the meaning attributed to those terms in the Promissory Note to which this Rider is attached.
- B. Florida Hardest Hit Fund (HHF) Program. The Florida Housing Hardest Hit (HHF) Program includes an Unemployment Mortgage Assistance Program (UMAP) and a Mortgage Loan Reinstatement Program (MLRP). Both programs are intended to provide a sustainable solution to keep Florida unemployed or underemployed homeowners in their current homes by helping those who are struggling to make their current mortgage payments because of hardships sustained since purchasing the home. Depending on a homeowner's particular circumstances, the homeowner may be eligible for assistance under both the UMAP and the MLRP, or for assistance under the MLRP only. The references and descriptions to both programs in the Promissory Note and in this Rider are not intended and do not mean that the Borrower is eligible for or has been approved by the Lender for assistance under both programs. The Borrower will be notified of the program(s) for which the Borrower has been determined eligible prior to executing this Rider or any other loan document.
- C. Eligible Uses for Florida Hardest Hit Fund (HHF) Loan Proceeds. The HHF Loan proceeds may be advanced by the Lender on the Borrower's behalf for the following purposes only:
  - 1. Unemployment Mortgage Assistance Program (UMAP).
    - (a) Subject to (b) below, to pay up to twelve (12) monthly installments of principal, interest, and, if required under the terms of the Borrower's First Mortgage Loan, the mortgage insurance premium and the escrow amounts for taxes, insurance and homeowner association fees, as applicable (PITIA), for which the Borrower is contractually obligated under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to the Borrower under the UMAP shall not exceed \$24,000.00.
    - the UMAP, and the Lender's obligation to advance any HHF Loan Proceeds on the Borrower's behalf as provided in (a) above or otherwise, are conditioned upon the Borrower's timely performance and compliance with the terms and conditions of the Partial Payment Agreement executed by the Borrower contemporaneously herewith. The Borrower's failure to comply in all respects and at all times with the terms and conditions of the Partial Payment Agreement shall result in the immediate cessation of any further payment assistance hereunder by Florida Housing on the Borrower's behalf and in the immediate termination of the Borrower's eligibility to participate in the Florida Hardest Hit Fund (HHF) Program. At the option of Florida Housing, the Borrower's failure to comply with the terms and conditions of the Partial Payment Agreement shall in addition constitute an event of default under the terms and conditions of the Loan Documents.
  - 2. <u>Mortgage Loan Reinstatement Program (MLRP).</u> To pay arrearages in order to help reinstate the Borrower's First Mortgage Loan in the form of a lump sum payment not to exceed an amount equal to the sum of arrearages of principal, interest, taxes, insurance and association fees (PITIA), plus late

fees, insufficient funds fees, and such other reasonable, reinstatement fees or costs, as the Lender in its discretion may approve, as authorized and actually incurred or charged under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to a Borrower under the MLRP depends on whether or not the Borrower participates in the UMAP:

- (a) If the Borrower participates in the UMAP, the maximum assistance available to the Borrower under the MLRP is \$18,000.00; and
- (b) If the Borrower does not participate in the UMAP but instead participates only in the MLRP, the maximum assistance available to the Borrower under the MLRP is \$25,000,00.
- 3. In no event shall the cumulative total advanced under the HHF Loan exceed \$42,000.00 for both the UMAP and the MLRP combined.
- Conditions to Lender's Agreement to advance HHF Loan Proceeds. In addition to the conditions described in C.1.(b) above, The Lender's agreement to advance the HHF Loan proceeds under C. above is subject to and conditioned upon the following: (i) The Borrower must occupy the Property at all times as the Borrower's primary residence; (ii) the Borrower must continue to suffer financial hardship in the form of unemployment, underemployment, or reduced income from self-employment such that the Borrower lacks sufficient income to resume making the monthly mortgage payments required under the Borrower's First Mortgage Loan or to reinstate the loan; (iii) the Borrower must provide to the Lender or to the Borrower's assigned HHF advisor on a monthly basis documentation and evidence necessary to demonstrate that the Borrower continues to suffer financial hardship; (iv) the owner or servicer of the Borrower's First Mortgage Loan must agree to accept and apply the HHF Loan proceeds to the contract payments due under the Borrower's First Mortgage Loan, and, where the HHF Loan proceeds are advanced for reinstatement, must agree to reinstate the First Mortgage Loan; and (v) the absence of litigation or bankruptcy proceedings involving the Borrower, a co-Borrower under the First Mortgage Loan, the Property or anyone having an interest in the Property.
- **E.** Forgiveness. The HHF Loan as evidenced by the Promissory Note shall be forgiven in increments of 20% each over an approximate period of five and one-half (5½) years following the date of the Note in the following manner: The Principal Amount under the Promissory Note will be reduced by an amount equal to 20% of the Principal Amount with the first such reduction taking place on the first day of the eighteenth (18<sup>th</sup>) calendar month following the date of the Promissory Note and by a reduction in that same amount on that same date each calendar year thereafter until the Principal Amount is reduced to \$0.00 Dollars, or until such time as the Property is sold or refinanced, whichever shall first occur. If the Property is sold or refinanced prior to the time that the HHF Loan is forgiven in full, the Principal Amount then outstanding shall be due and payable as provided in section 4 (B) of the Promissory Note.

Executed by the Bor	rower(s) this	day of		, 201_	
	sy may en en e <sub>n e</sub> Se se	. A. 解倒 <sup>把</sup> 劈放多		- S. C. S.	
Borrower Print name:			es Congression		
Borrower Print name:				•	

This instrument prepared by and, following recording, to be returned to: Florida Housing Finance Corporation Attn: Homeownership Programs 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301

FHFC Loan #
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## SUBORDINATE MORTGAGE (WITH DUE ON SALE OR REFINANCE CLAUSE)

## FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

THIS IS A BALLOON MORTGAGE AND, IF THE LOAN SECURED HEREBY IS NOT SOONER FORGIVEN IN ACCORDANCE WITH ITS TERMS, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS UP TO \$\_\_\_\_\_\_\_, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

THIS SUBORDINATE MORTGAGE (this "Mortgage	ge") is made (herein,	e this _	day of "Borrower"	') whose	, 20, by
	(Herein,				is the Property
Address and shall be the Borrower's address for purposes of any n FLORIDA HOUSING FINANCE CORPORATION (herein, the Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (this required or permitted hereunder). As used herein, the term Lender shared the statement of the st	ne "Lender''), s address shal	, a publi	ic corporation Lender's add	n, whose addre dress for purpos	ess is 227 North
The Borrower is indebted to the Lender in the sum of up (\$	te (the "Note" rower under the Emergency E ed by the Len shall be advar	') of eventhe Florid conomic of the	en date herew da Hardest His Stabilization connection the behalf of the	ith executed by t Fund (HHF) P n Act of 2008 (I erewith. The lo Borrower, excla	the Borrower in Program, which is P.L. 110-343), as oan (the "Loan") usively to satisfy
Repayment of the indebtedness evidenced by the Note is of date is the "Maturity Date" of the Note). The Note is due and payable time before the Maturity Date, the Borrower sells or refinances the P without notice or demand as provided in Section 20 of this Mortgage.	le in full on the Property the N	e Maturi lote shall	ity Date. The become imn	Note also provinediately due an	ides that if at any nd payable in full
The "First Mortgage" or "First Mortgage Loan" referred encumbering the Property described below as evidence					0.0
to	-	_	_		
\$ and recorded in OR Book, Page the public records of County, Florida.	, or und	er clerk'	s instrument	#	, of
This Mortgage is subordinate to the First Mortgage.					
TO SECURE to Lender the repayment of the indebtedness e accordance herewith to protect the security of this Mortgage; and the herein contained, the Borrower does hereby mortgage, grant and co County of	ne performance onvey to Lend	e of the der the f	covenants an	d agreements of	f the Borrower
SEE EXHIBIT "A" ATTACHED HERETO AND I	INCORPORA	ATED H	EREIN BY	REFERENCE	

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

BORROWER COVENANTS represents and warrants to Lender and its successors and assigns that Borrower is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Borrower warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Borrower shall pay to Lender, all sums due or to become due under the Note or this Mortgage

and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Lender may be put to in collecting the Note and in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

BORROWER FURTHER COVENANTS and agrees with Lender as follows:

- 1. Payment. Borrower shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
- 2. Funds for Taxes and Insurance. Borrower shall pay or cause to be paid before same become delinquent all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. If the Borrower fails to pay all such taxes, assessments and other charges then the Lender at its option may pay them and the amount paid shall be secured by this Mortgage as provided in paragraph 7 below.
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower of interest due under the Note; then to principal of the Note; then to any other monies due under the Note or this Mortgage in that order.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Liability and Hazard Insurance. Borrower shall maintain liability insurance and keep the improvements now existing or hereafter erected on the Property adequately insured against loss by fire and hazards included within the term "extended coverage" and the Lender shall be named as an additional mortgagee on any such policies. All insurance policies and renewals shall be delivered to the Lender for review within fifteen (15) days following Lender's request for same. If the Borrower fails to pay any premium before it is past due, then the Lender at its option may pay it and the amount paid shall be secured by this Mortgage as provided in paragraph 7 below.
- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, including its obligations under paragraphs 2 and 5, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option (and without any obligation), may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest in the Property. If Borrower is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless Borrower and Lender agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Lender to incur any expense or take any action hereunder.
- **8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Borrower specifying reasonable cause therefore related to the Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance by Lender Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Borrower shall operate or release Borrower, in any manner, from liability under the Note or this Mortgage. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- Successors and Assigns Bound; Joint and Several Liability: Co-Signers. The covenants and agreements and references to Borrower and Lender herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the property to Lender under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. This Mortgage and the Note secured thereby are non-assumable.
- 12. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Borrower may designate by notice to the Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, to the address stated herein.
  - 13. Governing Law; Severability; Costs. The state and local laws applicable to this Mortgage shall be the laws of the

jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.
- 15. Acceleration; Remedies. Upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made a material misrepresentation or material omission in Borrower's application for the loan evidenced by the Note, Lender, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Lender shall give notice to Borrower as provided in Paragraph 12 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower acceleration and foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.
- Borrower's Right to Reinstate. Notwithstanding the acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.
- 17. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare a written satisfaction of this Mortgage and provide same to the Borrower. The Borrower shall be responsible for recording the Satisfaction of Mortgage, including the cost of recording..
- 18. Subordination. Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property.
- 19. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

#### 20. Special Provisions.

- (a) Default. In addition to any other event of default under this Mortgage, the Borrower will be in default if any of the following occur: (i) if Borrower submits incomplete, false or misleading information to the Lender before or after the approval of the Loan; (ii) if Borrower violates any terms and conditions of the Note, the terms and conditions of which are incorporated herein by reference, or any other loan document governing the Loan, including, but not limited to, the Borrower's Partial Payment Agreement, as applicable; or (iii) if Borrower fails to provide to the Lender on a timely basis any information required by the Lender in order for the Lender to monitor Borrower's continuing compliance with the terms and conditions of the Loan.
  - (b) Mortgage Not Assumable. This mortgage cannot be assumed.
- (c) Due on Sale or Refinance Clause. If the Property is sold or refinanced at any time before the Maturity Date, the Principal Amount (or the balance thereof as shall not have been forgiven as provided in the Note at the time of such sale or refinancing) shall become immediately due and payable in full without notice or demand but only to the extent there are sufficient equity proceeds resulting from the sale or refinancing. If the Lender determines that the equity proceeds from the sale or refinancing are not sufficient to repay the balance then due in full where Lender in its sole discretion may forgive the balance of the loan in excess of the available equity proceeds.
- (d) Limits on Personal Liability. Notwithstanding any contrary provision in this Mortgage, Borrower's personal liability for payment of the indebtedness secured by this Mortgage and for performance of the other obligations to be performed by it under this Mortgage is limited in the manner, and to the extent, provided in the Note.

#### SIGNATURE PAGE FOLLOWS

## NOTICE TO BORROWER DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE AND, IF THE LOAN SECURED HEREBY IS NOT SOONER FORGIVEN, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS UP TO \$\_\_\_\_\_\_\_, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

Witnesses:							
Print name:				 -	Borro	ower	Print
Print name:			nam	c	****		
Witnesses:							
Print name:	<del></del>				Borro	ower	Print
Print name:			mane	·			_
STATE OF FLORIDA COUNTY OF							
The foregoing instru	ment was	acknowledged and	before me	this	day	of  Such person(s) is (are	, 20, by e) (check one)
personally known to me or	produced	valid driver's lic	ense(s) as ide	ntificatio	n,	• • • • •	,
			Print	Name: _	s, State of Flo	orida	

A Comment of the comm

### Closing Document Checklist

Name of Homeowner:
Advisor Agency:
Loan Servicer:
☐ Borrower and Co-Borrower signed and dated the Approval Letter
☐ Borrower and Co-Borrower signed and dated the Summary Disclosure of Loan Terms
☐ Borrower and Co-Borrower signed and dated the Partial Payment Agreement
☐ Borrower and Co-Borrower signed the Note
☐ Borrower and Co-Borrower signed the Rider to the Note and completed the executed date.
☐ The legal description from the original first mortgage is provided as Exhibit A to the Mortgage.
☐ Borrower and Co-Borrower signed the Mortgage
☐ Two witnesses were present and signed the Mortgage for both the Borrower and Co-Borrower
☐ The Notary properly completed the Notary Block on the Mortgage and filled in the County where the document was notarized.
The middle table on the Automatic Withdrawal Form Authorization Agreement was completed with the required information.
The owner(s) of the bank account supplied in the middle table signed and dated the Automatic Withdrawal Form Authorization Agreement
A voided check or deposit slip with the individual account MICR information is present on the slip

Name of Homeowner:		
U.S. Bank Mortgage Loan Number:		

Attach Voided Check or Deposit Slip with Account Specific MICR Information

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING TO BE RETURNED TO:

Florida Hardest Hit Fund (HHF) Program Note and Mortgage Modification Agreement (new 05-2012)

Florida Housing Finance Corporation Attn: Homeownership Programs 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301

ABOVE SPACE RESERVED FOR RECORDING PURPOSES ONLY

FHFC Loan No
NOTE, MORTGAGE AND LOAN MODIFICATION AGREEMENT FLORIDA HOUSING FINANCE CORPORATION
FLORIDA HARDEST HIT FUND (HHF) PROGRAM
This NOTE, MORTGAGE AND LOAN MODIFICATION AGREEMENT (th
"Modification Agreement") is made as of the day of, 20, by an
between (the "Borrower")
and FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public
body corporate and politic duly created and existing under the laws of the State of Florid
("Florida Housing") (which term as used in every instance shall include the Mortgagee'
successors and assigns).
RECITALS:
A. Florida Housing made a mortgage loan to the Borrower under the Florida Hardes Hit Fund (HHF) Program administered by Florida Housing. That mortgage loan is called the HHF Loan or the Borrower's HHF Loan and is evidenced by the following described documents
(1) A promissory note, and a rider to promissory note (together, the "HHF Note" datedin the principal amount of \$ executed by the
Borrower and payable to Florida Housing;
THE MORTGAGE AND THE NOTE: AS DESCRIBED AND MODIFIED BY THIS INSTRUMENT ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION
WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX
AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES

	(2)		Α	mortgage	(the	"HHF	Mortgage")	securing	the	HHF	Note	dated
				ar	nd reco	orded in	Official Reco	ords Book		_, page		, of
the	public	rec	ords	of		_ Count	y, Florida, e	xecuted by	the	Borrowe	r in	favor of
Flo	rida Ho	usir	ıg, e	ncumbering	g the p	roperty t	herein and he	rein describ	ed as	follows	;	

## See Exhibit A attached hereto and incorporated herein by reference and,

- (3) A partial payment agreement (the "Partial Payment Agreement") executed by the Borrower, dated on or about the date of the HHF Note and the HHF Mortgage, and delivered in connection therewith.
  - B. Florida Housing continues to own the HHF Note and the HHF Mortgage.
- C. The Borrower continues to own and occupy the property encumbered by the HHF Mortgage.
- D. The assistance available to eligible borrowers under the HHF Program has increased since the closing of the HHF Loan made to the Borrower. Under the terms of the Borrower's HHF Loan, the maximum HHF Program assistance available is \$18,000.00 broken down between its two (2) components: Six (6) months or \$12,000.00, whichever comes first, under the Unemployment Mortgage Assistance Program (UMAP) component, and \$6,000.00 under the Mortgage Loan Reinstatement Program (MLRP) component. Under the expanded HHF Program (the "Expanded HHF Program"), the maximum assistance available to an eligible borrower \$42,000.00 broken down between its two (2) components: Twelve (12) months or \$24,000.00, whichever comes first, under the Unemployment Mortgage Assistance Program (UMAP) component, and \$18,000.00 under the Mortgage Loan Reinstatement Program (MLRP) component.
- E. The Borrower is eligible for the assistance available under the Expanded HHF Program to the extent that such assistance exceeds the HHF Program assistance currently available to the Borrower under the Borrower's HHF Loan.
- F. The Borrower has requested that the Borrower's HHF Loan be modified in order to make available to the Borrower the additional assistance available under the Expanded HHF Program but only to the extent that such assistance exceeds the HHF Program assistance currently available to the Borrower under the Borrower's HHF Loan prior to any such modification.
- G. Florida Housing has agreed to modify the HHF Loan but only upon the following terms and conditions.

#### **AGREEMENT:**

The Borrower and Florida Housing, for valuable consideration, agree as follows:

- 1. <u>Recitations</u>. The foregoing recitations are true and correct and are made a part of this Modification Agreement.
  - 2. <u>HHF Note</u>. The HHF Note is modified and amended as follows:
  - (a) Section 1 of the HHF Note is amended to read as follows:

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan (the "HHF Loan") that I (an undersigned "Borrower") have received, I (and if there is more than one undersigned Borrower, jointly and severally) promise to pay to the order of FLORIDA HOUSING FINANCE CORPORATION (the "Lender"), a public corporation, the sum of up to FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00), or so much thereof as may be advanced pursuant the terms of this Note (the "Principal Amount"), at the office of the Lender whose address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329. The term "Lender" as used in this Note includes anyone who takes this Note by transfer and who is entitled to receive payments under this Note.

- (b) Section C. in the Rider to Promissory Note, is amended in its entirety to read as follows:
- C. Eligible Uses for Florida Hardest Hit Fund (HHF) Loan Proceeds. The HHF Loan proceeds may be advanced by the Lender on the Borrower's behalf for the following purposes only:
  - 1. Unemployment Mortgage Assistance Program (UMAP).
    - (a) Subject to (b) below, to pay up to twelve (12) monthly installments of principal, interest, and, if required under the terms of the Borrower's First Mortgage Loan, the mortgage insurance premium and the escrow amounts for taxes, insurance and homeowner association fees, as applicable (PITIA), for which the Borrower is contractually obligated under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to the Borrower under the UMAP shall not exceed \$24,000.00.
    - (b) The Borrower's eligibility to receive the payment assistance as provided in (a) above under the UMAP, and the Lender's obligation to advance any HHF Loan Proceeds on the Borrower's behalf as provided in (a) above or otherwise, are conditioned upon the Borrower's timely performance and compliance with the terms and conditions of the Partial Payment Agreement executed by the Borrower contemporaneously herewith. The Borrower's failure to

comply in all respects and at all times with the terms and conditions of the Partial Payment Agreement shall result in the immediate cessation of any further payment assistance hereunder by Florida Housing on the Borrower's behalf and in the immediate termination of the Borrower's eligibility to participate in the Florida Hardest Hit Fund (HHF) Program. At the option of Florida Housing, the Borrower's failure to comply with the terms and conditions of the Partial Payment Agreement shall in addition constitute an event of default under the terms and conditions of the Loan Documents.

- 2. Mortgage Loan Reinstatement Program (MLRP). To pay arrearages in order to help reinstate the Borrower's First Mortgage Loan in the form of a lump sum payment not to exceed an amount equal to the sum of arrearages of principal, interest, taxes, insurance and association fees (PITIA), plus late fees, insufficient funds fees, and such other reasonable, reinstatement fees or costs, as the Lender in its discretion may approve, as authorized and actually incurred or charged under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to a Borrower under the MLRP depends on whether or not the Borrower participates in the UMAP:
  - (a) If the Borrower participates in the UMAP, the maximum assistance available to the Borrower under the MLRP is \$18,000.00, except in the case of a Borrower participating in the UMAP who becomes reemployed prior to using the maximum assistance available under the UMAP, the maximum assistance available under the MLRP shall be increased by an amount equal to the unused balance remaining under the UMAP; and
  - (b) If the Borrower does not participate in the UMAP but instead participates only in the MLRP, the maximum assistance available to the Borrower under the MLRP is \$25,000.00.
- 3. In no event shall the cumulative total advanced under the HHF Loan exceed \$42,000.00 for both the UMAP and the MLRP combined.
- 3. <u>HHF Mortgage</u>. The second full paragraph on page 1 of the HHF Mortgage is amended to read as follows:

The Borrower is indebted to the Lender in the sum of up to FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00) as evidenced by that certain Promissory Note (the "Note") of even date herewith executed by the Borrower in favor of the Lender evidencing a loan made by the Lender to the Borrower under the Florida Hardest Hit Fund (HHF) Program, which is administered by the Lender pursuant to sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as amended, and the program guidelines established and implemented by the Lender in connection therewith. The loan (the Loan") evidenced by the Note is made by the Lender to the Borrower, and shall be advanced on behalf of the Borrower, exclusively to satisfy mortgage related indebtedness for which the Borrower is obligated under the Borrower's First Mortgage Loan described below.

- 4. <u>Secured Obligations</u>. The HHF Note, as modified and amended herein, (the "Amended HHF Note") is secured by the HHF Mortgage, as modified and amended herein, and shall continue to be so secured. The term "Note" as used in the HHF Mortgage shall hereafter include within its meaning the Amended HHF Note and shall be secured by the HHF Mortgage to the same extent and with the same effect as if the Amended HHF Note had been executed and delivered by the Borrower to Florida Housing on the date of the HHF Mortgage. The Borrower shall pay when and to the extent due the principal of and the interest accrued, if any, upon the indebtedness evidenced by the Amended HHF Note and shall otherwise comply with all terms and conditions of the Amended HHF Note and the HHF Mortgage.
- 5. Additional Event of Default. The failure of the Borrower to comply with or perform any warranty, covenant or agreement contained in the Amended HHF Note shall constitute an event of default under the HHF Mortgage, and shall entitle Florida Housing to exercise the remedies therein.
- 6. Partial Payment Agreement. Under the terms of the Partial Payment Agreement, the Borrower is required to make a partial payment each month toward each of the monthly mortgage payments covered by the UMAP. The term of the assistance available under the expanded UMAP is being increased from its current total of six (6) monthly mortgage payments to a total of twelve (12) monthly mortgage payments. Therefore, in order for the Partial Payment Agreement to remain consistent with the expanded term of the UMAP, the number of partial payments required to be made by the Borrower under the Partial Payment Agreement must likewise be increased consistent with the term of the expanded UMAP assistance. Accordingly, the Partial Payment Agreement is hereby amended to increase the number of partial payments required to be made by the Borrower from six (6) to twelve (12) such partial payments; it being the intent of the parties that the Partial Payment Agreement be made consistent with the increase in the term of the UMAP assistance available to the Borrower as a result of this Modification Agreement.
- 7. <u>Choice of Law.</u> This Modification Agreement is to be construed in all respects and enforced according to the laws of the State of Florida.
- 8. <u>Binding Effect</u>. This Modification Agreement shall be binding upon and inure to the benefit of the Borrower and Florida Housing, and their respective heirs, successors and permitted assigns.
- 9. <u>Continuing Effect of Mortgage</u>. Except as specifically modified herein, all of the terms and provisions of the HHF Mortgage shall remain in full force and effect.

- 10. <u>Counterparts.</u> This Modification Agreement may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.
- 11. <u>Severability</u>. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Modification Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Modification Agreement shall in no way be affected thereby.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGES FOLLOW]

# SIGNATURE PAGE FOR NOTE AND MORTGAGE MODIFICATION AGREEMENT FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

IN WITNESS WHEREOF, the Borrower has executed and delivered this Modification Agreement as of the day and year first above written.

Witnesses:		
Print name:	Borrower	
	Print	name:
Print name:		
Witnesses:		
Print name:	Borrower	
	Print	name:
Print name:		
STATE OF FLORIDA COUNTY OF	•	
The foregoing instrument was acknown	wledged before me this day of	, 20, by Such
person(s) is (are) (check one) personal identification.	ly known to me or produced valid driver's	license(s) as
	Notary Public, State of Florida	
	Print Name:	
	Commission No.: Commission Expires:	
	Commission Expires.	

# SIGNATURE PAGE FOR NOTE AND MORTGAGE MODIFICATION AGREEMENT FLORIDA HOUSING FINANCE CORPORATION FLORIDA HARDEST HIT FUND (HHF) PROGRAM

IN WITNESS WHEREOF, Florida Housing has executed and delivered this Modification Agreement as of the day and year first above written.

WITNESSES:		
	FLORIDA HOUSING FINA CORPORATION, a public corporate a public body corporate and politic d created under the laws of Florida	tion and
By: Print Name:	By:	
	Name:	
	Title:	
Ву:		
Print Name:		
STATE OF FLORIDA COUNTY OF LEON		
	cknowledged before me this	
Elorida Housing Finance Corporation a pr	ublic corporation and a public body corpor	01
politic duly created under the laws of Flor	rida, on behalf of the corporation. Such point to me or has produced a valid driver's	erson is
	S-2	

Notary Public

#### **EXHIBT A**

### Modification Closing Document Checklist

Name of Homeowner:
Advisor Agency:
Loan Servicer:
☐ The legal description from the original first mortgage is provided as Exhibit A to the Note, Mortgag and Loan Modification Agreement.
☐ Borrower and Co-Borrower signed the Note, Mortgage and Loan Modification Agreement
Two witnesses were present and signed the Note, Mortgage and Loan Modification Agreement for both the Borrower and Co-Borrower
The Notary properly completed the Notary Block on the Note, Mortgage and Loan Modification Agreement and filled in the County where the document was notarized.
☐ The Partial Payment Agreement was signed by the Borrower and Co-Borrower.
☐ The middle table on the Automatic Withdrawal Form Authorization Agreement was completed with the required information and it prints entirely on one page.
☐ The owner(s) of the bank account supplied in the middle table signed and dated the Automatic Withdrawal Form Authorization Agreement.
A voided check or deposit slip with the individual account MICR information is present on the slip has been provided and is attached to the next page of this checklist.

Name of Homeowner:	
U.S. Bank Mortgage Loan Number:	

Attach Voided Check or Deposit Slip with Account Specific MICR Information

# U.S. BANK HOME MORTGAGE/ UNEMPLOYMENT MORTGAGE ASSISTANCE PROGRAM AUTOMATIC WITHDRAWL FORM AUTHORIZATION AGREEMENT

Borrower Name(s):	
Property Street Address:	
City, State and ZIP Code	
Section completed by U.S. Bank Hon	ne Mortgage
Mortgage Loan Number:	
First Date of Draft: (Month / Year)	
**Draft date is the 5 <sup>th</sup> business day o	f each month
the purpose of making the required Un- Payments to U.S. Bank Home Mortgag to my/our bank account until this author termination is sufficient time and in suc Depository reasonable opportunity to a	•
automation withdrawal will be sent price. Payments will be made on the 5 <sup>th</sup> bus	en received and the effective date of the activation of the or to the first deduction from your bank account.  siness day of each month, unless the date falls on a transaction will be completed on the following business
Depositor Name(s):	
Daytime Phone:	
Bank Name:	
Checking or Savings:	
Bank Routing Number:	
Bank Account Number:	
U.S. Bank Home Mortgage must be in	receipt of signed authorization to begin the draft process.
withdrawal is from a savings account, the check or savings account withdrawal sl	necking account, then attach a voided check. If the hen attach a savings account withdrawal slip. If a voided ip is not attached, then this agreement is null and void. c withdrawal will continue if the loan is prepaid.
Please retain a copy of the completed d	ocument for your records.
Signed:	
Date:	
Signed:	
Date:	

Effective 12/01/2011	<u></u>						2012 Inco	2012 Income Limits					
FHFC posted 12/12/2011						Florid State Ho	la Housing Fi Susing Initial	Florida Housing Finance Corporation State Housing Initiatives Program (SHIP)	ation 1 (SHIP)				
	Percentage					Nur	nber of Pers	Number of Persons in Household	plot				
City (County)	Category	1	2	3	4	2	9	7	æ	6	10	11	12
Cape Coral-Fort Myers MSA	30%	12,000	13,700	15,400	17,100	18,500	19,850	21,250	22,600	23,940	25,308	26,676	28,044
Lee)	20%	19,950	22,800	25,650	28,500	30,800	33,100	35,350	37,650	39,900	42,180	44,460	46,740
Median: 57,000	80%	31,950	36,500	41,050	45,600	49,250	52,900	56,550	60,200	63,840	67,488	71,136	74,784
	120%	47,880	54,720	61,560	68,400	73,920	79,440	84,840	90,360	95,760	101,232	106,704	112,176
	140%	55,860	63,840	71,820	79,800	86,240	92,680	98,980	105,420	111,720	118,104	124,488	130,872
Crestview-Fort Walton Beach-	30%	14,350	16,400	18,450	20,500	22,150	23,800	25,450	27,100	28,700	30,340	31,980	33,620
Destin MSA	20%	23,950	27,400	30,800	34,200	36,950	39,700	42,450	45,150	47,880	50,616	53,352	56,088
(Okaloosa)	%08	38,300	43,800	49,250	54,700	29,100	63,500	67,850	72,250	76,580	80,956	85,332	89,708
Median: 68,400	120%	57,480	65,760	73,920	82,080	88,680	95,280	101,880	108,360	114,912	121,478	128,045	134,611
	140%	67,060	76,720	86,240	95,760	103,460	111,160	118,860	126,420	134,064	141,725	149,386	157,046
Deltona-Daytona Beach-	% % %	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950	24,290	25,678	990'27	28,454
Ormond Beach MSA	%0°	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250	40,530	42,846	45,162	47,478
Volusia)	%0 <b>8</b>	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150	64,820	68,524	72,228	75,932
Median: 57,900	120%	48,720	55,680	62,640	69,480	75,120	80,640	86,160	91,800	97,272	102,830	108,389	113,947
	140%	56,840	64,960	73,080	81,060	87,640	94,080	100,520	107,100	113,484	119,969	126,454	132,938
	160%	64,960	74,240	83,520	92,640	100,160	107,520	114,880	122,400	129,696	137,107	144,518	151,930
Gainesville MSA	30%	11,700	13,400	15,050	16,700	18,050	19,400	20,750	22,050	23,380	24,716	26,052	27,388
Nachua/Gilchrist)	20%	19,500	22,250	25,050	27,800	30,050	32,250	34,500	36,700	38,920	41,144	43,368	45,592
Median: 55,600	%08	31,150	35,600	40,050	44,500	48,100	51,650	55,200	58,750	62,300	65,860	69,420	72,980
	120%	46,800	53,400	60,120	66,720	72,120	77,400	82,800	88,080	93,408	98,746	104,083	109,421
	140%	54,600	62,300	70,140	77,840	84,140	90,300	96,600	102,760	108,976	115,203	121,430	127,658
JACKSONVILLE MSA													
Baker County HMFA	30%	12,250	14,000	15,750	17,450	18,850	20,250	21,650	23,050	24,430	25,826	27,222	28,618
	20%	20,400	23,300	26,200	29,100	31,450	33,800	36,100	38,450	40,740	43,068	45,396	47,724
Median: 58,200	<b>%08</b>	32,600	37,250	41,900	46,550	50,300	54,000	57,750	61,450	65,170	68,894	72,618	76,342
	120%	48,960	55,920	62,880	69,840	75,480	81,120	86,640	92,280	92,776	103,363	108,950	114,538
	140%	57,120	65,240	73,360	81,480	88,060	94,640	101,080	107,660	114,072	120,590	127,109	133,627
Jacksonville HMFA	30%	14,150	16,200	18,200	20,200	21,850	23,450	25,050	26,700	28,280	29,896	31,512	33,128
Clay/Duval/Nassau/Saint Johns	20%	23,600	26,950	30,300	33,650	36,350	39,050	41,750	44,450	47,110	49,802	52,494	55,186
Median: 67,300	%08	37,700	43,100	48,500	53,850	58,200	62,500	96,800	71,100	75,390	79,698	84,006	88,314
	120%	56,640	64,680	72,720	80,760	87,240	93,720	100,200	106,680	113,064	119,525	125,986	132,446
	140%	66,080	75,460	84,840	94,220	101,780	109,340	116,900	124,460	131,908	139,446	146,983	154,521
Lakeland-Winter Haven MSA	30%	11,450	13,100	14,750	16,350	17,700	19,000	20,300	21,600	22,890	24,198	25,506	26,814
(Polk)	20%	19,100	21,800	24,550	27,250	29,450	31,650	33,800	36,000	38,150	40,330	42,510	44,690
Median: 54,500	%08	30,550	34,900	39,250	43,600	47,100	20,600	54,100	52,600	61,040	64,528	68,016	71,504
	120%	45,840	52,320	58,920	65,400	70,680	75,960	81,120	86,400	91,560	96,792	102,024	107,256
	140%	53,480	61,040	68,740	76,300	82,460	88,620	94,640	100,800	106,820	112,924	119,028	125,132

167,149 115,948 28,618 86,100 166,001 140,909 32,308 35,588 94,956 142,286 35,834 59,696 **95,530** 143,270 30,340 50,512 80,852 121,229 141,434 24,846 41,410 66,256 47,724 76,342 114,538 133,627 48,052 76,916 93,972 164,394 53,792 129,101 150,618 59,286 99,384 28,864 35,260 12 110,292 157,903 127,982 51,168 **81,900** 122,803 143,270 90,324 135,346 34,086 90,870 136,282 158,995 76,908 115,315 134,534 23,634 63,024 27,222 108,950 73,164 109,699 30,732 33,852 28,860 39,390 45,396 72,618 89,388 134,035 156,374 56,784 48,048 94,536 27,456 45,708 33,540 56,394 11 129,293 59,792 104,636 103,363 120,590 69,412 121,419 29,156 77,700 116,506 32,116 85,692 86,210 72,964 109,402 37,370 25,826 26,048 127,162 149,806 32,338 150,842 45,584 127,635 889'68 43,068 68,894 84,804 148,355 135,923 128,405 22,422 43,364 31,820 48,544 53,502 53,872 27,380 9 141,708 120,736 114,072 24,640 65,660 6 128,576 **81,550** 122,304 69,020 21,210 56,560 98,980 24,430 65,170 27,580 73,500 110,208 30,380 81,060 121,464 142,688 25,900 103,488 35,350 40,740 97,776 30,100 80,220 120,288 140,336 45,920 50,610 30,590 50,960 43,120 84,840 41,020 113,960 108,360 133,700 134,540 **20,000** 33,350 107,660 76,450 28,850 **76,900** 115,320 24,450 40,700 **65,100** 53,350 93,380 23,050 61,950 75,650 113,520 26,050 69,300 103,920 28,650 47,750 114,600 48,050 97,680 80,040 38,450 61,450 92,280 State Housing Initiatives Program (SHIP) Florida Housing Finance Corporation Number of Persons in Household 91,680 **106,960** 101,780 106,560 24,450 65,100 26,950 71,800 107,640 125,580 27,100 45,150 **72,250** 108,360 126,420 22,950 38,200 61,150 18,800 31,350 50,100 87,780 21,650 36,100 57,750 86,640 71,100 97,680 113,960 75,240 101,080 44,850 2012 Income Limits 006′09 117,460 67,600 101,400 **118,300** 21,500 57,200 100,100 17,600 46,900 25,200 67,200 100,680 25,350 82,040 20,250 54,000 81,120 94,640 81,600 **95,200** 66,500 22,900 91,320 106,540 41,950 35,750 85,800 33,800 34,000 24,950 99,720 38,050 42,250 29,300 70,320 41,550 109,340 110,180 23,600 62,950 53,250 16,400 43,650 18,850 **21,300** 35,450 56,700 23,450 62,550 20,000 79,920 93,240 27,300 65,520 31,450 50,300 75,480 88,060 61,900 85,080 39,050 93,720 94,440 33,300 31,650 92,880 39,350 ı, 101,220 101,920 52,500 21,700 36,150 57,900 21,850 58,250 18,500 30,800 49,300 73,920 86,240 15,150 25,250 40,400 17,450 29,100 46,550 69,840 57,300 19,700 78,720 86,760 36,400 87,360 909'09 85,920 91,840 4 13,650 47,250 19,550 52,150 91,140 19,700 52,450 91,840 16,650 27,750 44,400 99'99 77,700 22,750 36,400 54,600 63,700 26,200 41,900 62,880 73,360 51,600 77,400 **90,300** 17,750 70,920 82,740 32,550 78,120 32,800 78,720 26,400 М 42,000 46,350 81,060 17,500 46,600 14,800 24,650 39,450 59,160 69,020 12,150 20,200 32,350 14,000 23,300 37,250 55,920 37,550 56,280 **65,660** 17,400 81,620 48,480 23,450 45,850 15,800 26,250 63,000 73,500 69,480 29,150 096'69 68,760 28,950 ~ **32,600** 48,960 20,550 **32,850** 60,840 **70,980** 15,300 40,800 61,200 **71,400** 12,950 21,600 34,550 51,840 10,650 17,700 28,300 42,480 12,250 20,400 12,350 49,320 **57,540** 25,500 60,240 13,800 36,750 55,200 25,350 40,550 60,480 MIAMI-FORT LAUDERDALE-POMPANO BEACH MSA Percentage 30% 50% 120% 140% **80%** 120% **140%** 80% 120% 140% 120% 140% 30% 80% 128% 140% 140% 50% 50% 140% 30% 50% 80% 80% 120% 126% 140% 140% 30% 80% **30%** 50% 30% 20% 50% 58,600 72,800 50,500 52,600 62,600 North Port-Bradenton-Sarasota MSA Palm Bay-Melbourne- Titusville MSA West Palm Beach-Boca Raton HMFA (Lake/Orange/Osceola/Seminole) Miami-Miami Beach-Kendall HMFA Orlando-Kissimmee-Sanford MSA Naples-Marco Island MSA (Manatee/Sarasota) Fort Lauderdale HMFA Effective 12/01/2011 FHFC posted 12/12/2011 (Miami-Dade) (Palm Beach) (Broward) (Brevard) (Marion) City (County) (Collier) Ocala MSA /edian: Median: Median:

135,923 28,044 132,250 128,117 114,734 133,857 29,110 116,506 112,176 123,754 28,372 47,232 **75,604** 113,357 28,700 47,806 76,506 48,544 77,654 46,740 74,784 130,872 27,470 45,756 73,226 109,814 26,486 44,198 70,684 106,075 **31,652** 52,726 84,378 126,542 147,633 30,832 51,414 82,246 123,394 143,959 12 125,798 71,916 72,774 109,138 **127,327** 27,690 73,866 110,822 129,293 71,136 106,704 26,130 69,654 121,867 67,236 80,262 120,370 29,328 78,234 136,937 26,988 107,827 27,300 45,474 26,676 44,460 124,488 104,458 25,194 117,718 117,374 46,176 43,524 42,042 100,901 48,906 30,108 140,431 Ξ 68,228 102,298 69,042 120,798 105,139 101,232 118,104 129,914 25,604 25,900 43,142 **26,270** 43,808 70,078 **25,308** 42,180 67,488 24,790 66,082 115,618 114,197 27,824 74,222 111,355 119,347 103,541 122,662 41,292 23,902 63,788 76,146 133,230 99,101 95,726 28,564 46,398 111,681 95,760 **111,720** 112,896 114,268 116,032 109,368 64,540 24,500 65,310 24,850 66,290 23,940 63,840 23,450 62,510 122,892 96,768 40,810 39,900 22,610 37,730 **60,340** 72,030 108,024 26,320 70,210 105,336 24,220 97,944 41,440 99,456 39,060 93,744 105,644 **27,020** 45,010 126,028 43,890 107,800 105,420 103,180 106,540 61,600 **23,450** 39,100 62,550 **60,200** 90,360 22,150 22,850 60,900 23,100 22,600 37,650 58,950 35,600 **56,900** 101,880 115,920 91,320 38,500 92,400 93,840 109,480 36,850 88,440 21,350 85,440 **99,680** 25,500 42,450 67,950 118,860 **24,850** 41,400 **66,200** State Housing Initiatives Program (SHIP) Florida Housing Finance Corporation **Number of Persons in Household** 95,760 **111,720** 2012 Income Limits 21,500 35,750 57,200 85,800 36,150 57,850 86,760 **22,050** 36,750 58,750 88,200 102,900 21,250 35,350 56,550 84,840 98,980 20,800 34,600 55,400 83,040 20,050 33,450 **53,450** 23,950 39,900 **63,800** 23,350 62,200 108,920 100,100 96,880 80,280 **93,660** 38,900 93,360 104,440 20,100 101,920 53,500 54,150 94,780 20,600 54,950 19,850 33,100 52,900 92,680 32,400 **51,800** 77,760 18,750 31,300 **50,000 22,400** 37,300 **59,700** 89,520 21,850 **58,200** 87,360 33,450 80,280 81,240 34,350 82,440 79,440 19,450 90,720 75,120 **87,640** 36,400 33,850 96,180 88,200 19,200 51,150 49,250 48,250 18,700 50,400 75,600 32,000 76,800 89,600 18,500 30,800 73,920 86,240 72,360 46,550 55,600 83,400 **97,300** 20,350 **54,200** 81,360 49,800 74,760 87,220 31,500 18,100 30,150 84,420 17,450 20,850 34,750 33,900 94,920 29,150 69,960 **81,620** 46,650 096'69 81,620 17,750 29,600 47,350 71,040 82,880 17,100 28,500 45,600 68,400 79,800 16,750 27,900 44,650 096'99 16,150 43,100 51,450 77,160 **90,020 18,800** 31,350 **50,150** 75,240 **87,780** 46,100 69,120 80,640 29,150 78,120 26,950 64,680 **75,460** 32,150 15,600 41,500 62,280 42,000 63,000 **73,500 16,000** 26,650 42,650 63,960 74,620 15,400 25,650 41,050 61,560 71,820 15,100 25,150 40,200 60,360 14,550 38,800 46,350 69,480 81,060 16,950 **45,150** 67,800 **79,100** 72,660 26,250 70,420 24,300 58,320 **68,040** 28,950 28,250 36,900 64,540 14,000 37,350 56,040 **65,380 14,200** 23,700 37,900 56,880 **66,360** 13,700 22,800 36,500 63,840 13,400 35,750 12,950 34,500 **40,150** 60,240 54,720 22,350 53,640 21,600 25,750 41,200 61,800 72,100 15,050 25,100 55,320 23,350 62,580 51,840 70,280 20,200 48,480 **56,560** 12,250 **32,700** 49,080 **57,260** 12,450 20,750 **33,150** 49,800 **58,100 12,000** 19,950 31,950 55,860 11,750 19,550 31,300 46,920 54,740 11,350 30,200 36,050 63,140 13,200 **35,150** 52,680 61,460 20,450 47,880 18,900 52,920 **13,550** 22,550 54,120 21,950 Percentage 140% 36% 50% 1120% 140% 30% 80% 120% 30% 30% 80% 80% 120% 140% 30% 50% 80% 120% 140% 120% **140%** 30% 50% 80% 120% 30% 30% 50% 80% 120% 140% 20% 30% 50% 80% 57,600 58,300 59,200 64,300 55,800 53,800 56,000 Pensacola-Ferry Pass-Brent MSA (Gadsden/Leon/Jefferson) Panama City Beach MSA Sebastian-Vero Beach MSA Panama City-Lynn Haven-(Escambia/Santa Rosa (Martin/Saint Lucie) TALLAHASSEE MSA Effective 12/01/2011 FHFC posted 12/12/2011 Wakulla County HMFA Port Saint Lucie MSA (Indian River) Tallahassee HMFA Punta Gorda MSA Palm Coast MSA (Charlotte) City (County) (Flagler) (Bay) /edian: 1edian: /ledian: 1edian: Median:

116,866 22,550 105,386 22,550 105,386 105,386 95,448 **111,356** 129,494 23,698 110,438 112,963 112,045 63,140 24,190 64,534 22,550 37,638 **60,188** 60,188 24,026 **64,042** 96,038 110,995 25,010 41,738 66,748 100,171 32,638 60,188 90,331 39,442 94,661 40,344 96,826 90,331 37,638 90,331 40,016 23,862 39,770 63,550 27,716 73,964 12 111,166 21,450 100,246 100,246 123,178 100,246 106,579 35,802 **57,252** 22,542 37,518 **60,060** 90,043 105,050 **23,010** 38,376 **61,386** 92,102 107,453 21,450 35,802 **57,252** 85,925 21,450 57,252 85,925 **22,854** 38,064 **60,918** 91,354 22,698 70,356 23,790 63,492 85,925 35,802 105,924 26,364 105,581 95,285 37,830 Ħ 116,861 56,980 21,830 36,408 **58,238** 87,379 101,942 20,350 54,316 81,518 20,350 54,316 81,518 95,105 21,682 **57,794** 86,669 101,114 **21,534** 35,890 100,492 25,012 100,166 60,236 20,350 54,316 95,105 21,386 85,426 33,966 95,105 33,966 22,570 37,666 .05,465 81,518 35,594 99,663 36,112 90,398 33,966 유 51,380 51,380 20,510 **54,670** 81,984 63,140 56,980 51,380 20,230 53,900 20,650 34,440 **55,090** 96,432 19,250 19,250 77,112 89,964 95,648 20,370 23,660 94,752 35,630 85,512 19,250 32,130 89,964 33,670 80,808 94,276 82,656 32,130 77,112 89,964 32,130 54,250 81,480 **95,060** 21,350 99,764 77,112 34,160 33,950 104,300 19,500 32,500 51,950 **18,150** 30,300 **48,450** 72,720 18,150 48,450 19,350 **51,550** 77,400 59,550 18,150 48,450 84,840 19,100 50,850 78,000 **91,000** 84,840 72,720 **84,840** 90,300 19,250 51,150 89,400 20,150 33,600 53,750 80,640 94,080 30,300 72,720 31,750 76,200 88,900 30,300 32,250 32,050 Florida Housing Finance Corporation
State Housing Initiatives Program (SHIP)
Number of Persons in Household 21,000 55,950 84,000 98,000 31,600 50,500 75,840 88,480 17,050 28,500 45,550 68,400 79,800 17,950 29,850 47,750 71,640 83,580 **18,300** 30,550 **48,800** 73,320 **85,540** 17,050 28,500 45,550 68,400 79,800 17,050 28,500 **45,550** 68,400 **79,800 18,200** 30,300 **48,450** 72,720 84,840 18,050 30,100 48,050 72,240 **84,280** 2012 Income Limits 35,000 18,950 44,700 17,150 45,650 **15,950** 26,650 **42,600** 63,960 74,620 15,950 26,650 **42,600** 63,960 **74,620** 17,000 **45,300** 68,040 79,380 16,900 52,350 47,250 15,950 42,600 74,620 16,800 96,960 28,550 68,520 **79,940** 28,350 44,950 19,650 78,600 70,920 82,740 26,650 63,960 27,900 78,120 28,150 32,750 78,820 24,800 **39,650** 59,520 **69,440 42,200** 63,360 18,300 48,750 39,650 15,950 42,500 **14,850** 24,800 39,650 14,850 15,850 73,920 15,750 41,850 73,200 85,400 16,500 44,000 14,850 24,800 59,520 15,650 41,600 62,400 26,600 74,480 59,520 69,440 26,400 73,360 27,500 99,000 77,000 26,000 72,800 63,840 30,500 24,600 **39,350 13,750** 22,950 **36,700** 55,080 55,080 **64,260** 14,650 24,400 **39,050** 58,560 16,900 45,100 67,680 78,960 40,700 13,750 22,950 36,700 55,080 64,260 14,450 24,050 38,500 57,720 14,750 59,040 **68,880** 64,260 13,750 22,950 36,700 68,320 14,550 38,750 58,200 **67,900** 15,250 61,080 71,260 67,340 22,150 **35,450** 12,400 20,700 33,050 49,680 57,960 12,400 20,700 35,150 40,600 71,120 22,950 36,650 55,080 **64,260** 12,400 20,700 33,050 49,680 57,960 13,050 21,650 34,650 51,960 60,620 13,300 53,160 **62,020** 49,680 57,960 13,200 22,000 52,800 **61,600** 13,100 34,900 61,180 096'09 11,000 18,400 29,400 44,160 51,520 11,000 **36,100** 54,240 **63,280** 12,200 20,400 **32,600** 48,960 57,120 11,000 18,400 29,400 44,160 51,520 11,600 19,250 30,800 46,200 11,800 19,700 **31,500** 47,280 **55,160** 18,400 **29,400** 44,160 **51,520** 11,750 19,550 31,250 46,920 54,740 11,650 19,400 31,000 13,550 53,900 9,650 16,100 25,700 38,640 45,080 9,650 16,100 **25,700** 10,300 17,100 **27,350** 11,850 31,600 28,500 16,100 25,700 38,640 45,080 10,150 16,850 26,950 40,440 47,180 10,350 17,250 **27,550** 41,400 **48,300** 38,640 **45,080** 41,040 **47,880** 10,200 27,150 47,400 10,700 42,840 49,980 9,650 Percentage Category 30% 50% 86% 120% 140% 30% 50% 80% 120% 30% 50% 80% 128% 140% 30% 50% 120% 120% 30% 50% 120% 140% 120% 140% 120% 120% 140% 30% 50% 80% 30% **30%** 50% **80%** 140% 30% 50% 80% 80% 48,100 38,700 56,400 49,200 45,700 48,800 50,900 46,800 (Hernando/Hillsborough/Pasco/Pinellas) Tampa-St.Petersburg-Clearwater MSA FHFC posted 12/12/2011 Effective 12/01/2011 Columbia County **Bradford County** Franklin County Calhoun County DeSoto County Glades County Citrus County City (County) Dixie County Median: /ledian: Median: **Median:** 1edian: 1edian: Median: Median:

93,480 **109,060 22,550** 105,386 22,550 112,734 25,502 105,386 118,244 106,764 23,370 62,320 105,386 102,139 25,338 67,568 101,352 22,550 37,638 60,188 **22,878** 38,130 **61,008** 91,512 38,950 37,638 **60,188** 90,331 37,638 **60,188** 90,331 24,190 40,262 64,452 96,629 42,558 68,060 90,331 17 100,246 103,740 100,246 64,272 57,252 **21,762** 36,270 58,032 101,556 59,280 21,450 57,252 21,450 35,802 **57,252** 100,246 23,010 61,308 107,234 24,258 97,157 **113,350** 112,476 21,450 87,048 22,230 88,920 64,740 24,102 96,408 85,925 37,050 35,802 85,925 85,925 38,298 91,915 40,482 35,802 듺 54,316 54,316 101,735 92,174 **107,537** 22,866 926'09 106,708 54,316 81,518 95,105 **20,646** 34,410 55,056 96,348 21,090 56,240 84,360 **98,420** 20,350 81,518 **95,105** 20,350 81,518 21,830 58,164 23,014 20,350 35,150 33,966 95,105 36,334 61,420 33,966 33,966 87,202 38,406 91,464 82,584 100,940 19,250 32,130 51,380 77,112 89,964 32,130 **51,380** 34,370 **55,020** 82,488 57,680 19,250 32,130 **51,380** 77,112 89,964 19,530 32,550 52,080 78,120 19,950 33,250 **53,200** 79,800 **93,100** 19,250 20,650 96,236 58,100 21,630 86,520 91,140 77,112 89,964 21,770 36,330 54,400 **18,450** 30,700 49,150 85,960 18,850 31,350 50,200 18,150 **48,450** 72,720 **84,840 18,150** 30,300 **48,450** 72,720 **84,840** 19,500 32,450 **51,900** 77,880 20,400 81,600 95,200 18,150 30,300 48,450 72,720 84,840 73,680 75,240 **87,780** 30,300 90,860 20,550 34,300 **54,800** 82,320 **96,040** State Housing Initiatives Program (SHIP) Florida Housing Finance Corporation **Number of Persons in Household** 19,200 31,950 **51,100** 76,680 17,050 28,500 45,550 68,400 79,800 **17,300** 28,850 46,150 69,240 80,780 17,700 29,450 **47,150** 70,680 82,460 **17,050** 28,500 **45,550** 68,400 79,800 **17,050** 28,500 **45,550** 68,400 79,800 18,300 30,450 **48,750** 73,080 85,260 19,300 32,200 **51,500** 2012 Income Limits 89,460 26,650 **42,600** 63,960 26,650 **42,600** 17,150 28,500 45,600 68,400 47,800 42,600 74,620 16,200 43,200 27,550 **44,100** 66,120 77,140 15,950 74,620 15,950 18,050 30,150 **48,150** 17,950 29,900 71,760 83,720 15,950 63,960 27,000 64,800 75,600 16,550 63,960 74,620 79,800 72,360 **84,420** 26,650 16,700 39,650 14,850 24,800 **39,650 15,950** 26,550 **42,450** 63,720 44,500 39,650 69,440 15,100 25,150 40,200 15,400 25,650 **41,050** 61,560 **14,850** 24,800 59,520 **69,440** 16,800 66,840 77,980 24,800 59,520 60,360 70,420 71,820 59,520 69,440 74,340 28,050 44,850 67,320 **78,540** 41,200 72,100 36,700 64,260 13,950 23,250 37,200 55,800 14,250 23,750 38,000 57,000 **66,500** 13,750 36,700 64,260 13,750 22,950 **36,700** 55,080 **64,260** 14,750 24,550 39,300 58,920 15,550 25,950 **41,500** 61,800 22,950 55,080 65,100 22,950 55,080 68,740 12,400 33,050 49,680 57,960 12,600 20,950 33,500 50,280 58,660 12,850 21,400 **34,200** 51,360 59,920 12,400 20,700 33,050 49,680 57,960 12,400 20,700 49,680 **57,960** 13,300 22,100 35,400 53,040 61,880 14,000 23,400 **37,350** 37,100 55,680 64,960 20,700 11,000 29,400 44,160 **51,520** 11,200 18,600 29,800 11,400 19,000 30,400 45,600 **53,200 11,000** 18,400 **29,400** 44,160 **51,520** 11,000 18,400 **29,400** 44,160 **51,520 11,800** 19,650 **31,450** 47,160 12,450 20,800 49,920 **58,240** 33,000 49,440 57,680 18,400 44,640 52,080 55,020 28,850 43,320 **50,540** 25,700 9,800 16,300 **26,050** 39,120 **45,640** 10,000 16,650 26,600 39,960 46,620 9,650 16,100 25,700 38,640 **45,080** 16,100 **25,700** 38,640 **45,080** 10,350 17,200 27,550 41,280 10,900 38,640 **45,080** 9,650 48,160 18,200 **29,050 9,650** 16,100 Percentage Category 140% 40% 30% 50% 120% 140% 36% 170% 140% 50% **80%** 120% 30% 50% 80% 120% 120% 140% 120% 140% 30% 50% 80% 140% 30% 50% 80% 30% 50% 80% 30% 50% 80% 120% 120% 30% 45,100 51,500 46,500 43,500 43,700 49,100 52,200 45,200 FHFC posted 12/12/2011 Effective 12/01/2011 Highlands County Lafayette County Hamilton County Jackson County Holmes County lardee County Hendry County City (County) **Guif County** Median: Median: /ledian: Median: Median: Median: Median:

105,386 **108,322** 162,557 189,650 109,060 119,162 115,948 106,075 102,139 105,386 105,386 22,550 60,188 **25,502** 42,558 68,060 22,550 32,638 60,188 40,672 67,732 23,370 38,950 **62,320** 93,480 22,550 37,638 60,188 24,846 41,410 66,256 60,598 90,331 90,331 90,331 99,384 37,884 22,714 12 103,038 57,252 64,740 57,252 100,246 154,627 37,050 **59,280** 103,740 21,450 57,252 23,634 110,292 21,606 57,642 24,258 113,350 21,450 **38,688** 64,428 22,230 63,024 85,925 97,157 35,802 180,398 35,802 35,802 85,925 88,920 85,925 100,246 39,390 94,536 36,036 Ħ 146,698 104,636 20,350 54,316 81,518 61,420 107,537 20,350 54,316 81,518 95,105 97,754 171,147 21,090 56,240 20,350 54,316 81,518 22,422 59,792 23,014 38,406 92,174 36,704 84,360 98,420 33,966 95,105 37,370 89,688 20,498 **54,686** 82,051 33,966 61,124 35,150 34,188 51,380 57,820 **92,470** 138,768 161,896 32,130 **51,380** 98,980 19,390 **51,380** 77,112 58,100 101,724 19,250 89,964 34,720 19,950 33,250 **53,200** 79,800 **93,100 19,250** 21,210 56,560 89,964 21,770 36,330 87,192 32,130 77,112 77,112 89,964 35,350 84,840 32,340 51,730 130,920 **18,150** 30,300 **48,450** 72,720 87,200 152,740 18,850 31,350 **50,200** 18,150 30,300 **48,450** 84,840 20,000 53,350 48,450 72,720 84,840 20,550 34,300 54,800 82,320 96,040 84,840 32,750 54,550 75,240 **87,780** 72,720 33,350 80,040 93,380 18,300 30,500 48,800 Florida Housing Finance Corporation State Housing Initiatives Program (SHIP) Number of Persons in Household 123,000 **143,500** 17,050 45,550 68,400 **79,800** 19,300 32,200 90,160 **17,050** 28,500 **45,550** 68,400 30,800 51,250 **81,950** 17,700 29,450 47,150 70,680 82,460 17,050 28,500 **45,550** 68,400 79,800 18,800 31,350 50,100 75,240 87,780 17,200 45,850 2012 Income Limits 28,500 77,280 28,650 68,760 15,950 115,080 134,260 44,100 46,900 **42,600** 63,960 **74,620 18,050** 30,150 **48,150** 72,360 **84,420 15,950** 26,650 **42,600** 63,960 74,620 28,800 76,650 16,550 66,120 **77,140 15,950** 26,650 **42,600** 17,600 82,040 16,100 42,900 47,950 27,550 63,960 74,620 29,300 70,320 26,800 26,650 107,160 **125,020 14,850** 24,800 39,650 71,350 15,400 41,050 24,800 **39,650** 43,650 14,850 **39,650** 59,520 **16,800** 28,050 **44,850** 67,320 **78,540** 69,440 26,800 44,650 61,560 **71,820 14,850** 16,400 76,440 15,000 39,950 59,520 25,650 59,520 69,440 27,300 65,520 24,950 24,800 69,440 99,120 **115,640 36,700** 55,080 25,950 **41,500** 72,660 13,750 22,950 36,700 55,080 64,260 24,800 41,300 **66,050** 14,250 23,750 38,000 57,000 **66,500 13,750** 22,950 **36,700** 64,260 15,150 25,250 40,400 60,600 **70,700 13,850** 36,950 64,260 15,550 62,280 55,080 23,100 89,280 **104,160** 33,050 14,000 23,400 **37,350** 56,160 **65,520 12,400** 20,700 33,050 49,680 57,960 22,350 37,200 **59,450** 12,850 21,400 **34,200** 51,360 **59,920 12,400** 20,700 **13,650** 22,750 36,400 54,600 **63,700 12,500** 33,300 49,680 57,960 49,680 57,960 **29,400** 44,160 **51,520** 12,450 33,200 **11,000** 18,400 29,400 44,160 **51,520** 19,850 33,050 **52,850** 79,320 **92,540** 11,400 19,000 **30,400** 45,600 **53,200 11,000** 18,400 **29,400** 44,160 **51,520** 12,150 20,200 32,350 48,480 **56,560** 11,100 20,800 49,920 18,500 29,600 11,000 28,950 **46,250** 69,480 **81,060** 9,650 16,100 25,700 38,640 **45,080** 17,400 10,000 16,650 26,600 39,960 46,620 **9,650** 16,100 **25,700** 38,640 **45,080** 10,650 17,700 **28,300** 38,640 **45,080** 10,900 18,200 **29,050** 43,680 42,480 **49,560 9,700** 16,200 **25,900** 16,100 **25,700** Percentage Categon 30% 30% 50% 120% 140% 30% 1127% 127% 127% 120% 120% 120% 120% 120% 120% 120% 30% 56% 80% 120% 80% 30% 50% 80% 120% 20% 140% 30% 50% 80% 45,100 50,500 43,600 54,800 44,800 72,400 4,900 46,200 Effective 12/01/2011 FHFC posted 12/12/2011 Okeechobee County Suwannee County Madison County Monroe County Putnam County Sumter County Liberty County City (County) evy County Median: Median: 1edian: Median: Median: Median: Median: Median:

Effective 12/01/2011							2012 Income Limits	me Limits					
FHFC posted 12/12/2011						Florid State Ho	la Housing Fi vusing Initiat	Florida Housing Finance Corporation State Housing Initiatives Program (SHIP)	ation (SHIP)				
	Percentage					Nur	nber of Perso	<b>Number of Persons in Household</b>	ploi				
City (County)	Category	1	2	œ.	4	5	9	7	8	6	10	11	12
Taylor County	30%	10,150	11,600	13,050	14,450	15,650	16,800	17,950	19,100	20,230	21,386	22,542	23,698
	20%	16,850	19,250	21,650	24,050	26,000	27,900	29,850	31,750	33,670	35,594	37,518	39,442
Median: 48,100	%08	26,950	30,800	34,650	38,500	41,600	44,700	47,750	50,850	53,900	56,980	60,060	63,140
	120%	40,440	46,200	51,960	57,720	62,400	096′99	71,640	76,200	80,808	85,426	90,043	94,661
	140%	47,180	53,900	60,620	67,340	72,800	78,120	83,580	88,900	94,276	99,663	105,050	110,438
Union County	30%	11,350	12,950	14,550	16,150	17,450	18,750	20,050	21,350	22,610	23,902	25,194	26,486
	20%	18,850	21,550	24,250	26,900	29,100	31,250	33,400	35,550	37,660	39,812	41,964	44,116
Median: 53,800	<b>%08</b>	30,150	34,450	38,750	43,050	46,500	49,950	53,400	56,850	60,270	63,714	67,158	70,602
	120%	45,240	51,720	58,200	64,560	69,840	75,000	80,160	85,320	90,384	95,549	100,714	105,878
	140%	52,780	60,340	67,900	75,320	81,480	87,500	93,520	99,540	105,448	111,474	117,499	123,525
Walton County	%0E	11,800	13,500	15,200	16,850	18,200	19,550	20,900	22,250	23,590	24,938	26,286	27,634
	%0% *E	19,650	22,450	25,250	28,050	30,300	32,550	34,800	37,050	39,270	41,514	43,758	46,002
Median: 59,300	80%	31,450	35,950	40,450	44,900	48,500	52,100	55,700	59,300	62,860	66,452	70,044	73,636
	120%	47,160	53,880	009'09	67,320	72,720	78,120	83,520	88,920	94,248	99,634	105,019	110,405
	140%	55,020	62,860	70,700	78,540	84,840	91,140	97,440	103,740	109,956	116,239	122,522	128,806
Washington County	30%	10,250	11,700	13,150	14,600	15,800	16,950	18,150	19,300	20,440	21,608	22,776	23,944
	% <b>9</b> 5	17,050	19,450	21,900	24,300	26,250	28,200	30,150	32,100	34,020	35,964	37,908	39,852
Median: 48,600	% <b>08</b>	27,250	31,150	35,050	38,900	42,050	45,150	48,250	51,350	54,460	57,572	60,684	63,796
	120%	40,920	46,680	52,560	58,320	63,000	67,680	72,360	77,040	81,648	86,314	90,979	95,645
	140%	47,740	54,460	61,320	68,040	73,500	78,960	84,420	89,880	95,256	100,699	106,142	111,586

Florida Housing Finance Corporation (FHFC) Income Limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) for its Section 8 program and are subject to change. Updated income limit schedules will be provided when changes occur.



### Protocol for Hardest-Hit Fund (HHF) Media Calls/Requests

During Florida Housing's implementation of the Hardest-Hit Fund (HHF) program, your Agency may receive media calls, inquiries and/or requests. What follows is the protocol for media relations related to HHF financial assistance.

#### For media calls to request more information about the HHF program:

- 1) Take down the following important information:
  - a) Date and time of the call;
  - b) Reporter's name;
  - c) Media outlet (tv, radio or newspaper/website);
  - d) Telephone number; and
  - e) Email address.
- 2) Direct the reporter to the HHF website at <a href="www.FLHardestHitHelp.org">www.FLHardestHitHelp.org</a> for initial information, and then let them know you will give their information to Florida Housing's Communications Office staff, and that someone will get back with them as soon as possible.
- 3) E-mail the information to Cecka Rose Green (<u>cecka.green@floridahousing.org</u>) and copy Taylore Maxey (Taylore.maxey@floridahousing.org).
- 4) Florida Housing Communications staff will contact the reporter and give them the latest information on the HHF program.

## <u>For media calls to request an interview with a representative of your Agency on how you are working with Florida Housing's HHF program</u>:

- 1) Take down the following important information:
  - a) Date and time of the call;
  - b) Reporter's name;
  - c) Media outlet (tv, radio or newspaper/website);
  - d) Telephone number; and
  - e) Email address.

- 2) E-mail the information to Florida Housing Communications staff—Cecka Rose Green (<a href="mailto:cecka.green@floridahousing.org">cecka.green@floridahousing.org</a>) and copy Taylore Maxey (<a href="mailto:Taylore.maxey@floridahousing.org">Taylore.maxey@floridahousing.org</a>); if it is an urgent request, call Cecka or Taylore.
- 3) Florida Housing Communications staff will discuss the request with the Agency, after which the Agency can move forward with the interview and speak ONLY from the Agency's point-of-view.
  - a) Do not attempt to speak on behalf of Florida Housing or the federal government; any questions about Florida Housing or US Treasury should be directed to Florida Housing Communications staff for follow up.

## <u>The media calls and says they would like to do an interview on a homeowner who is going through the HHF program</u>:

<u>NOTE</u>: Florida Housing STRONGLY suggests that for the purpose of this media request, only homeowners who have been approved to receive HHF program assistance <u>AND</u> their loan servicer has officially begun taking payments on their be offered the opportunity to speak with the media.

It is not advised to offer this opportunity to homeowners whose eligibility has not yet been determined; we don't want the media appearance to be misconstrued as an approval for HHF program assistance.

- 1) Take down the following important information:
  - a) Date and time of the call;
  - b) the reporter's name;
  - c) media outlet (tv, radio or newspaper/website); telephone number; and
  - d) e-mail address.
- 2) E-mail the information to Florida Housing Communications staff—Cecka Rose Green (<a href="mailto:cecka.green@floridahousing.org">cecka.green@floridahousing.org</a>) and copy Taylore Maxey (<a href="mailto:Taylore.maxey@floridahousing.org">Taylore.maxey@floridahousing.org</a>); if it is an urgent request, call Cecka or Taylore.
- 3) Florida Housing Communications staff will discuss the request with the Agency, and help you determine a short list of homeowners who may be willing to speak with the media;
- 4) Once the list is finalized, the Agency can move forward with contacting the homeowners to see if they are interested in doing an interview;
- 5) If the homeowner is, give the media's contact information to the homeowner and let him/her make contact with the reporter.

a) Again, be sure not to attempt to speak on behalf of Florida Housing or the federal government; any questions about Florida Housing or US Treasury should be directed to Florida Housing Communications staff for follow up.

Talking points and other communications tools pertaining to the HHF program are available by request. Should you have additional media questions, please contact FHFC Communications staff Cecka Rose Green via e-mail at <a href="mailto:Cecka.Green@floridahousing.org">Cecka.Green@floridahousing.org</a> or Taylore Maxey at <a href="mailto:Taylore.Maxey@floridahousing.org">Taylore.Maxey@floridahousing.org</a> or by phone (850) 488-4197.





#### **Advisor Agency Marketing/Outreach for HHF Program**

#### (REVISED 6/2012)

What follows are guidelines for HHF Advisor Agencies to use when performing marketing/outreach and related activities for the Florida Hardest-Hit Fund (HHF) program. This guidance supersedes previous guidelines for the program.

#### **Marketing and Outreach Activities**

- An HHF Advisor Agency may perform marketing/outreach activities, as follows:
  - 1.) To notify an Agency's current clients, with whom the Agency has been working, about the HHF program and their possible eligibility; the Agency will be required to pre-screen these clients prior to using the Agency-assigned walk-in referral code to input the applicant into the CounselorDirect system (see next page); and
  - 2.) To notify homeowners in the local community about the HHF program; these persons may or may not use your Agency to complete the HHF application via the website.
    - a. Advisor Agencies may engage in community events targeting homeowners who may qualify for HHF assistance (i.e., workout events, community forums, foreclosure assistance events, etc.) using <u>approved</u> materials available on the HHF Advisor Agency Download Center at <u>www.HHFDownload.com</u> (login and password required; see "HHF Download Center Instructions" below for details).
    - b. Advisor Agencies may use <u>paid advertising</u> specifically for HHF or in conjunction with advertising already being implemented by your Agency; pre-approved display ads and :30 second radio scripts are available on the HHF Download Center. Paid advertising and materials reproduction are at the cost of the Advisor Agency.
- For an Agency's current clients, the <u>SAMPLE ADVISOR MARKETING LETTER</u> should be used as a template for the correspondence sent to them; the highlighted part of the letter MUST BE INCLUDED in your correspondence to homeowners and the Agency should use its own letterhead.
- Many Advisor Agencies offer other financial and/or mortgage-related services. An HHF applicant SHOULD NOT be offered any other services until AFTER his/her eligibility determination has been made AND a letter to that effect has been received by the applicant. This includes paid and unpaid services, alike. In the case that the applicant wants to appeal the determination, other services cannot be offered until AFTER the appeal has been settled, in writing.

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- 1.) Additionally, Advisor Agency marketing materials that detail its other services—paid and unpaid, alike—should be sent to the Communications office PRIOR to being sent to HHF applicants so we are aware the information will be sent.
- 2.) Any Advisor Agency marketing materials that INCLUDE HHF as one of the Agency's services must be reviewed by Communications staff PRIOR to being distributed.
- HHF ADVISOR AGENCY OUTREACH MATERIALS are available on the HHF Download Center and may be used at your discretion. These items may be customized using Adobe Acrobat Reader (free and available at www.Adobe.com). Instructions for download and customizations are available on the download website, and your customization should be sure to include your Agency Name, phone/fax number, website and/or e-mail address, and referral code. No other alterations to these materials should be made; they must be used as designed.

#### **Website Guidance**

- It is permissible for an Advisor Agency to link to the official HHF website from its own website homepage; you may use the <a href="HHF LOGO or BANNER">HHF LOGO or BANNER</a> for this purpose *OR* you may create a separate tab on your website for HHF.
  - 1.) The logo/banner MAY NOT BE AFFIXED to any other printed or electronic materials without the express approval from Florida Housing's Communications staff. In addition, Communications staff must approve any materials to which the logo/banner is affixed PRIOR to their distribution.
  - 2.) The **EXACT** text that must be used for your website regarding HHF (can be placed with the logo/banner or alongside it) is on the next page:

The federal government has allocated funding to help pay the mortgages of qualified homeowners who are unemployed or underemployed through no fault of their own. The Florida Hardest-Hit Fund (HHF) program aims to assist qualified Florida homeowners by providing mortgage assistance for up to 12 months (capped at \$24,000), or until the homeowner finds adequate employment to resume paying the mortgage (whichever comes first), with up to \$18,000 available to reinstate a delinquent first mortgage prior to payments made. Additionally, for а homeowner who is recovering unemployment/underemployment, up to \$25,000 is available as a one-time payment to reinstate a delinquent first mortgage.

HHF assistance is paid directly to the loan servicer/lender for those homeowners deemed eligible to participate in the program.

To find out if you qualify for assistance, please visit the HHF official website at <a href="https://www.FLHardestHitHelp.org">www.FLHardestHitHelp.org</a> to review eligibility criteria and to apply; please use Referral Code XXXXX when completing your application. For further questions, contact the Hardest-Hit Toll-Free Information line at 1-(877) 863-5244, Monday-Friday, 9:00 a.m. – 5:00 p.m.

**[YOUR AGENCY NAME HERE]** is an approved HHF Advisor Agency. After reviewing HHF program benefits/guidelines and eligibility criteria on the official HHF website, you may contact us for a pre-screening at **[phone/fax/email]**.

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#### Advisor Agency "Walk-In" Referral Code Guidelines/Protocol

What follows are the guidelines for HHF Advisor Agencies to use the referral code to assign walk-in applicants or previous clients to your Agency for the Florida Hardest-Hit Fund (HHF) program.

- An HHF Advisor Agency may use a referral code to assign an applicant to its Agency in the CounselorDirect system:
  - 1.) To enter clients who have been working with that Advisor Agency for other programs; and
  - 2.) To enter applicants who "walk-in" to the Agency for HHF eligibility determination.
- Clients in the above categories MUST BE PRE-SCREENED PRIOR to an HHF Advisor starting the application process.
- Agencies should be aware that any of your current clients or other applicants who do not use a
  referral code when completing the online application process directly through the HHF website
  (www.FLHardestHitHelp.org) MAY NOT BE ASSIGNED to your Agency; if the applicant leaves the
  referral code empty, s/he will be assigned using the system in place on CounselorDirect. Florida
  Housing WILL NOT re-assign an applicant because your Agency's referral code was not used.
- Florida Housing's HHF staff will monitor each Agency's application pipeline to ensure that clients are being contacted within a reasonable time of completing their application, and will ensure that an Agency is not overwhelmed with newly assigned/created applications.
- Florida Housing's HHF staff will monitor the "Ineligibility Determination" rates for all HHF Advisor Agencies.
- If an Advisor Agency appears to have exceeded the 10 percent "Ineligibility Determination" rate, Florida Housing's HHF staff will prohibit that Agency from receiving any new clients; in addition, a mandatory Technical Assistance visit will be scheduled and must be completed.
- Also, all referral codes for that Agency may be removed from the system until the mandatory
   Technical Assistance is successfully completed and the Agency is deemed ready to have the codes restored.
- If it appears there is any fraudulent activity whatsoever, the offending Agency will be removed as an approved HHF Advisor Agency.

For questions or concerns about this information, please contact Lainie Lowery, HHF program manager, at <a href="mailto:lowery@floridahousing.org">lowery@floridahousing.org</a>.

For questions or concerns regarding marketing/outreach-related issues, contact Florida Housing Communications staff at (850) 488-4197 or via e-mail:

- Cecka Rose Green, communications director, <a href="mailto:cecka.green@floridahousing.org">cecka.green@floridahousing.org</a>
- Taylore Maxey, marketing/communications coordinator, taylore.maxey@floridahousing.org; AND
- Claudia Medina, HHF communications specialist, <u>claudia.medina@floridahousing.org</u>.



#### **HHF Advisor Agency Referral Codes Guidance**

What follows is guidance for using the HHF Advisor Agency "referral codes" for marketing/outreach activities related to the Florida Hardest-Hit Fund (HHF) program.

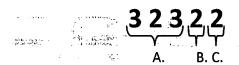
#### • What is a "referral code?"

A <u>referral code</u> is a five-digit code that an HHF applicant can use on the online application that, when typed into the space on the application labeled "Referral Code," will automatically assign that applicant to the corresponding Advisor Agency (to which the code is assigned). In addition, the codes allow each Advisor Agency, as well as Florida Housing, to determine which marketing materials and/or outreach events result in the most applications submitted for each agency.

#### How does the HHF applicant get a referral code?

An HHF applicant will usually get a referral code from the marketing/outreach materials distributed by Advisor Agencies; these approved materials are located on the HHF Download Center and include: brochure, flyer, event flyer, half-page ad, full-page ad and radio ad. However, there also are codes that can be assigned to marketing materials used for specific events at which the Advisor Agency will solicit prospective applicants. In addition, codes can be assigned to an Agency's website and/or walkin applicants.

How does an Advisor Agency know which referral codes are assigned to their agency?
 Florida Housing has created a unique five-digit referral code for each Advisor Agency for each piece of marketing material, in each of the three languages and for outreach events. The five digits of each code are arranged as follows:



- A. <u>Advisor Agency ID</u>—three numbers that identify the Advisor Agency; each agency/branch of agency has a unique code. These three numbers NEVER CHANGE and are always a part of the five-digit code.
- B. <u>Marketing ID</u>—one number that identifies the marketing medium used—(1) brochure; (2) event flyer; (3) flyer (4) half-page ad; (5) full-page ad; (6) radio ad; and (71-99) community events, website or walk-in referrals.

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C. <u>Language ID</u>—one number that identifies the language of the marketing material used—(2) English; (4) Spanish; and (6) Creole. These are for all marketing materials EXCEPT community events, website or walk-ins (XXX71 – XXX99). For agencies using other languages, please contact us so we can assign a number to your other languages.

You can request your codes by having ONE staff person from your agency send an e-mail to Florida Housing's Communciations office. We will send your referral codes at that time. When you get the codes via email, they will be organized as follows (example only):

	Agencies	Agency ID#	Brochure (1)	Event Flyer (2)	Flyer (3)	Half-page Ad (4)	Full-Page Ad (5)	Radio Ad (6)	Community Events (71-99)
ı	FHFC	xxx	XXX12-16	XXX22-26	XXX32-36	XXX42-46	XXX52-56	XXX62-66	XXX71-99

When you see the "-16", "-26", etc., it means that the codes run <u>through</u> that number. This refers to the language of the marketing material.

For example: 12 = English Brochure; 14 = Spanish Brochure; 16 = Creole Brochure; and 22 = English Event Flyer; 24 = Spanish Event Flyer; 26 = Creole Event Flyer, etc.

#### How do I go about using my assigned referral codes?

Here are the steps you need to follow to begin using your referral codes:

- 1) There are 16 total codes for the marketing materials on the HHF Download Center, and up to 28 additional codes that you can assign to specific outreach events, your website and/or walk-ins. If you run out of event codes, contact Florida Housing Communications Office; we can assign additional codes to your agency.
- 2) The correct code should be inserted in the customized space on the corresponding marketing material, in addition to your agency's contact information. We suggest you use the following language: "Please use Referral Code XXXXX on your HHF application to ensure you are assigned to our agency." Or, you may simply put "Referral Code: XXXXX" and then, when you distribute the material, be sure to ask the homeowner to use that code when completing the application online.
  - a. If you are setting up a <u>walk-in applicant</u>, the "backdoor" option is *NO LONGER AVAILABLE*; you will need to assign a referral code to be used for walk-ins (XXX71 XXX99). By using the assigned code when you set up the application, the person(s) will be assigned to your agency automatically.
- 3) Distribute the materials to your target audiences/event attendees, reminding them to use the code on the material when they complete the online HHF application.
- 4) For Community Events, you will need to complete an Event Request Form and e-mail/fax it to Florida Housing's Communications office. When you complete the "Event Request Form," there is a "Referral Code" box in which you will need to type/write in the referral code you assign to that particular event (code placed in this box will be a code from XXX<u>71</u> - XXX<u>99</u>); this will help your agency and Florida Housing track the events and applicants associated with them. For codes

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you assign to your website and/or walk-in applicants, you DO NOT need to submit an Event Request Form; however, you will need to e-mail the Communications office to have that code put into CounselorDirect. If you do not notify us, the code will not work.

For questions or concerns regarding marketing/outreach-related issues, contact Florida Housing Communications staff at (850) 488-4197 or via e-mail:

- Cecka Rose Green, communications director, <a href="mailto:cecka.green@floridahousing.org">cecka.green@floridahousing.org</a>
- Taylore Maxey, marketing/communications coordinator, <u>taylore.maxey@floridahousing.org</u>; AND
- Claudia Medina, HHF communications specialist, claudia.medina@floridahousing.org.

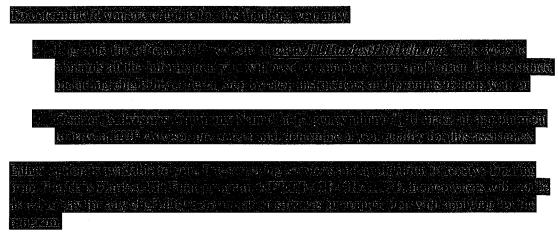
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#### [On the Advisor Agency's Letterhead]

Date	
Homeowner Name	
Homeowner Address	
City, State Zip Code	
Dear	:
N/ 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-	. : c::

You may be qualified to receive financial assistance through the Florida Hardest-Hit Fund (HHF) Program. This program, administered by Florida Housing Finance Corporation, is available statewide for troubled homeowners who are unemployed or underemployed through no fault of their own.

Homeowners who qualify for financial assistance from HHF may receive monthly mortgage payments paid directly to their lender, and/or funding to help bring a past-due first mortgage current.



Also, Florida Housing has identified several "imposter" and "copycat" websites posing as HHF application sites. We strongly encourage you to <u>verify</u> that the website you are using is, in fact, the official Florida HHF website **BEFORE** providing personal information. If you are suspicious about a website, please contact the HHF Information Line toll-free at 1-(877) 863-5244 to verify the website address.

Sincerely,

[Advisor Agency Signature]



#### Restrictions for Hardest-Hit Fund (HHF) Program Participants

Florida Housing Finance Corporation (Florida Housing) was directed by US Treasury (Treasury) to create and administer foreclosure prevention assistance programs that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners.

In August 2010, Treasury issued *Supplemental Directive 10-07* for the Making Home Affordable Program, which includes the Home Affordable Modification Program (HAMP). This directive restricts the participation of a homeowner currently in a HAMP trial period from participating in the HHF program, as follows:

- If you are in a HAMP <u>trial</u> period, you <u>MAY NOT</u> apply for funds from the Florida HHF program; you must choose to either (1) stay in the HAMP trial period or (2) discontinue the trial and apply for HHF program funds.
- If you already are in a <u>permanent loan modification</u>, you may apply to the HHF program.
- If you applied for HAMP and were determined to be *not eligible*, then you may apply for HHF funds.
- If you have successfully completed <u>more than half</u> of your HAMP trial period, you may request to delay acceptance of HHF benefits until either (1) you execute a <u>permanent</u> HAMP modification agreement or (2) your HAMP trial period is terminated.
  - o In this case, DO NOT SIGN HHF closing documents if you choose to delay acceptance of HHF funds and notify your HHF Advisor of your request; requests will be approved or denied by Florida Housing.



#### **Guidance on Advisor Agency Communication with Applicants Regarding HHF Status**

Florida Housing's Communications Office is receiving many inquiries from HHF applicants who want to check on the status of their application once they have been told it was submitted to underwriting for review. The responses from the Advisor have varied; therefore, we ask that all Advisors use the following guidance when handling this type of inquiry:

Once you have determined that the applicant <u>IS</u> eligible to receive HHF Program assistance, please communicate the following information to the applicant via email or in print:

- 1. Your HHF Advisor has determined you may be eligible to receive HHF Program assistance; your HHF application package has been submitted to Florida Housing Finance Corporation (FHFC) for underwriting review.
- 2. The underwriting process may take several weeks as there are many homeowners applying for this assistance.
- 3. Now that HHF application package has been submitted to FHFC, there may be additional information the FHFC underwriter will need to receive from you; this will be communicated from the FHFC underwriter to your Advisor, who will contact you to get the additional information.

  Please be advised that you should submit the additional information in the form required by the FHFC underwriter to your advisor AS SOON AS POSSIBLE to prevent further delays.
- 4. Once the FHFC underwriter has all the required information, FHFC will contact your lender to ensure HHF Program funds will be accepted for your mortgage payments; the lender may or may not provide an answer in a timely manner; FHFC nor the Advisor can rush the lender or make the lender speed up its approval process. Additionally, FHFC has specific contacts with each lender for the HHF Program; more than likely, these contacts are not the same person(s) you are speaking to regarding your mortgage. Please allow FHFC to work on your behalf regarding your application.
- 5. You will hear back from your Advisor once an answer has been received from your lender; more than likely, you will not hear from the Advisor until the Advisor hears from FHFC.
- 6. Under no circumstance should you contact FHFC directly or call the HHF Information Line to get the status on your application; the applicant should only communicate with his/her Advisor. Calls to the FHFC or HHF Information Line regarding the status of your application may not be returned.

Your HHF Advisor is:	
E-mail Address:	Phone: ()



#### Regarding the 1098-MA IRS Form

As a participant in the Florida Hardest-Hit Fund (HHF), you have received the IRS 1098-MA form. Information on this statement was submitted to the Internal Revenue Service by Florida Housing Finance Corporation (Florida Housing) as the administrator of the HHF program to report:

- (1) payments made by Florida Housing under the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (Florida Hardest-Hit Fund); and
- (2) payments made by you, the homeowner, under this program.

"Instructions for the Homeowner" regarding use of this form for your tax preparation purpose is printed on the form you received. For more information on how this form should be used, consult with your tax professional or visit <a href="https://www.IRS.gov">www.IRS.gov</a>.



#### **Program Fact Sheet**

#### **Background**

In February 2010, US Treasury (Treasury) created the "Housing Finance Agency (HFA) Innovation Fund for the Hardest-Hit Housing Markets" (HFA Hardest-Hit Fund) and allocated funds under the Emergency Economic Stabilization Act of 2008 (EESA) to five states: Arizona, California, Florida, Michigan and Nevada. The funds were allocated to these states because of their excessive housing market depreciation and to assist in foreclosure prevention efforts. In March 2010, Treasury allocated a second disbursement of \$600 million to an additional five state HFAs based on high unemployment rates. On August 11, Treasury again expanded the HFA Hardest-Hit Fund to include a total of 18 states and the District of Columbia, and added an additional \$2 billion. Florida received another allocation of funds, \$236.8 million, from the third round of funding, which added to the initial allocation of \$418 million, brought Florida's total funding to \$656.8 million. Most recently, on September 29, 2010, Treasury announced a fourth round of funding, awarding Florida an additional \$401 million; this brings Florida's total award amount to more than \$1 billion.

#### **Current Programs**

Florida Housing Finance Corporation (Florida Housing) was directed by Treasury to use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners.

These targeted unemployment programs—collectively known as the Florida Hardest-Hit Fund (HHF) program—are as follows:

- Unemployment Mortgage Assistance Program (UMAP) will provide up to 12 months of payments (with a cap of \$24,000) to the mortgage lender to assist unemployed or underemployed borrowers with their first mortgage until they can resume full payments on their own. In addition, up to \$18,000 can be paid upfront to reinstate a delinquent first mortgage before UMAP payments commence. Total assistance available is up to \$42,000.
- Mortgage Loan Reinstatement Payment (MLRP) Program will be used as a one-time payment to bring a
  delinquent mortgage current (up:to:\$25,000) for a homeowner who has returned to work or recovered
  from underemployment.

Florida homeowners may apply for HHF assistance using the web-based, online system at <a href="https://www.FLHardestHitHelp.org">www.FLHardestHitHelp.org</a>. The site contains all the information a homeowner needs to apply, including detailed eligibility criteria, step-by-step prompts, FAQs, etc.

The Florida HHF program began in October 2010 with a pilot implemented in Lee County; the program opened statewide on April 18, 2011. Revisions to Florida HHF eligibility criteria and program benefits were implemented in June 2012.



#### Florida HHF Program Eligibility Requirements

Eligibility requirements are organized in three areas: (1) Household eligibility requirements; (2) Property eligibility requirements; and (3) Mortgage eligibility requirements. Homeowners must meet *all criteria* within each category to qualify. However, homeowners who meet all eligibility criteria *are not guaranteed approval* for Florida HHF assistance; homeowners can still be denied eligibility by their mortgage company.

Also, the borrower/co-borrower, through no fault of their own, must have experienced at least a 10 percent reduction in income that results in a financial hardship due to job loss (unemployed), reduction in income or hours worked (underemployed), or reduction of income for a self-employed homeowner.

#### **Homeowner Requirements**

- Must be a legal US resident or a legal alien AND a Florida resident;
- Must occupy the property as primary residence; cannot own more than one additional property;
- Must be unemployed or underemployed, with at least a 10 percent reduction in income for the borrower/coborrower;
- Total household income must be below 140% of the area median income (AMI) as provided by US Department
  of Housing and Urban Development (HUD); total household income includes all income for persons living in the
  home who are age 18 years and older;
- Must have monthly housing debt of more than 31% of the homeowner's gross monthly income; the combined
  monthly dollar cost of the mortgage principal, interest, taxes, insurance and association dues of all secured
  mortgages must be greater than 31% of the total household's gross income after the financial hardship event;
- Must have an active checking or savings account that can be debited by the ACH method of funds transfer; and
- Any bankruptcies must be discharged.

#### **Property Requirements**

Homeowner's primary residence must be located in Florida and can be any one of the following structures:

- A single-family home or townhome;
- A condominium (last two years of the condominium association's financial statement will be required);
- A manufactured or mobile home on a foundation permanently affixed to real estate owned by the homeowners; or
- An up to four-unit family dwelling of which one unit is occupied by the homeowner as the primary residence.
- Homeowner(s) must not own-more than one (1) additional property other than the primary residence.

#### **Mortgage Requirements**

- First mortgage is currently being serviced by a participating servicer/lender (as indicated by Florida Housing);
- First mortgage is with a regulated financial institution;
- The unpaid principle balance of the first mortgage must be less than \$400,000.



#### Florida Hardest-Hit Fund Speaking Request/Outreach Event Form

This form should be completed to: (1) request a speaker/panelist/Advisor Agency from Florida Housing/designee for an event; or (2) for an Advisor Agency requesting to participate in an outreach event.

Re	turn completed form to Claudia Medina: <u>claudia.medina@floridahousing.org</u> or fax to (850) 488-9809.
A.	Advisor Agency: Advisor Name:
	Advisor E-mail:
В.	Today's Date: Event Date(s)(include day of the week):
C.	Event Name: Assigned Referral Code:
D.	Event Location and Facility:
E.	Event Time(s):
F.	Event Host(s)/Participants (names of organizations):
G.	Event Format (i.e., panel discussion, workshops/general sessions, roundtable, etc.):
н.	Type of Attendees (i.e., governmental, consumers, lenders/servicers, etc.):
ı.	Expected # of Attendees:
J.	Event Contact Person:
	Mailing Address:
	City
	Phone Number: ()
	Email Address:
	**************************************
	HHF Staff Attending:
	☐ Approved by:
	Materials needed:
	☐ Presentation
	□ Printed Materials
	□ Biography
	□ Photo
	Other
	□ Other



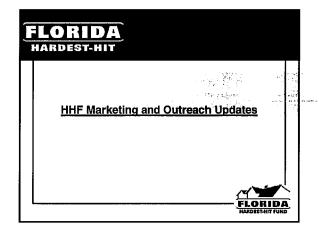


# Florida Hardest-Hit Fund Tablecloth & Sign Request Form

A. Agency Name:	and the second s	Today's Date:	Date:
B. Mailing address:		City:	State: Zip:
C. Phone number: (		Fax number: ()	
D. Contact person:	98 886 166		
E. E-mail address:	Self-self-self-self-self-self-self-self-s		
F. Signature:	· · · · · · · · · · · · · · · · · · ·	Print name:	
	# ·		
By signing in the above s	By signing in the above space, the Advisor Agency agrees to comply with the Agreement	iply with the Agreement	
This form serves as a request	for the Advisor Agency listed above to receive on	e (1) 29"x96" Florida HHF tablecloth a	This form serves as a request for the Advisor Agency listed above to receive one (1) 29"x96" Florida HHF tablecloth and one (1) 24"x18" display sign. By signing this form, the
requestor agrees to the follow	requestor agrees to the following conditions of use for these items:		
1. The tablecloth and display	ly sign are the property of Florida Housing Finance	e Corporation, located at 227 N. Brono	The tablecloth and display sign are the property of Florida Housing Finance Corporation, located at 227 N. Bronough Street, Ste. 5000, Tallahassee, FL 32301, and are on
loan to the above listed A	oan to the above listed Advisor Agency for the express purposes of marketing and outreach efforts on behalf of the Florida Hardest-Hit Fund Program.	ting and outreach efforts on behalf of	the Florida Hardest-Hit Fund Program.
2. Each Advisor Agency or b	Each Advisor Agency or branch of an Advisor Agency will receive only one t	tablecloth and one sign upon submitti	receive only one tablecloth and one sign upon submitting this signed request form; if for some reason these items
are lost, damaged or othe	erwise defaced, the Advisor Agency will be respon	nsible financially to replace each affect	are lost, damaged or otherwise defaced, the Advisor Agency will be responsible financially to replace each affected item at a cost of \$240 for the tablecloth and \$20 for the
display sign. The Advisor	display sign. The Advisor Agency will be invoiced for the item(s) to be replaced, which must be paid before a replacement is sent.	aced, which must be paid before a repl	acement is sent.
3. The above listed Advisor	Agency agrees to surrender both the tablecloth a	nd display sign upon voluntary or invo	The above listed Advisor Agency agrees to surrender both the tablecloth and display sign upon voluntary or involuntary separation from the Florida Hardest-Hit Fund
Program and will return t	both items to Florida Housing Finance Corporatior	n upon request. If the items are not re	Program and will return both items to Florida Housing Finance Corporation upon request. If the items are not replaced, or are lost, damaged or otherwise defaced, the
Advisor Agency will be re	sponsible financially to replace each affected iten	n at a cost of \$240 for the tablecloth a	Advisor Agency will be responsible financially to replace each affected item at a cost of \$240 for the tablecloth and \$20 for the display sign. The Advisor Agency will be
invoiced for the item(s) to	invoiced for the item(s) to be replaced, or the cost to replace the items ma	lace the items may be deducted from the Agency's final payment from the HHF Program.	payment from the HHF Program.
4. The tablecloth and sign sh	hould not be left at any locations for extended pe	riods of time without Advisor Agency	The tablecloth and sign should not be left at any locations for extended periods of time without Advisor Agency staff being present and actively engaged in outreach
activities for the HHF program.	gram.		
******	**************************************	ı HHF Staff Use ONLY******	***For Florida HHF Staff Use ONLY**********************
Approved by:		Date:	
Materials sent by:		Date sent:	
	Staple copy	Staple copy of FEDEX label to this form	

# HHF Marketing and Outreach Best Practices Presentation Presented by: Florida Housing Finance Corporation Communications Department January 2012 FLORIDA MARGEFRITINER

# Training Overview HHF Marketing and Outreach Updates Marketing and Outreach Suggestions Media Relations Marketing and Outreach Methods in Practice Q & A



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#### **HHF Download Center**

- Username and Password
- Marketing/Outreach Guidelines
- New Materials available on the Download Center
   ✓ Customer Contact Card



### FLORIDA HARDEST-HIT

#### Referral Codes Updates

- What is a "Referral Code?"
- · How is it used?
- · How does an Advisor Agency get Referral Codes?
- Referral Code Guidance
- Referral Code Limitations



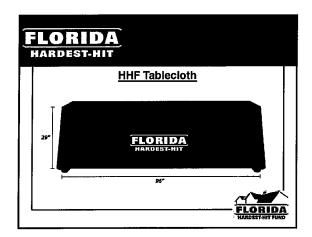
#### FLORIDA

#### HARDEST-HIT

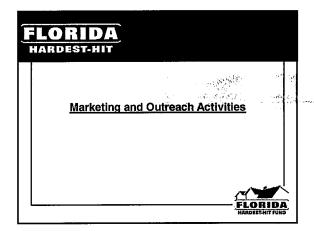
#### **HHF Tablecloth and Sign**

- Upon request, an Advisor Agency will be mailed the following:
  - One (1) 29" x 96" (8-foot) tablecloth bearing the HHF logo and website
  - ✓ One (1) 24" x 18" display sign made of PVC material; sign can be customized for the Advisor Agency
- To be used for outreach events at which HHF information will be distributed or discussed









#### <u>Internet</u>

- Post HHF information on Agency Website:
  - ✓ Use the HHF logo/banner and pre-approved text on your Agency's website
- · Work with Florida Housing to identify entities in your community that may place a link HHF website (or, possibly, your website)



### FLORIDA HARDEST-HIT

#### Social Media

- Post HHF information on Agency's:
  - √ Facebook: post HHF info/updates on your Agency's page
  - ✓ Twitter: "Tweet" HHF info/updates several times/week using your Agency's Twitter account
  - ✓ Biog: create weekly/biweekly blog on HHF for your Agency highlighting success stories/related events



#### FLORIDA

#### HARDEST-HIT

#### Partner with Places of Worship

- ✓ Churches
- √ Temples
- √ Synagogues
- · Host workshops/seminars once or twice a month
- Provide marketing materials w/Agency's contact information
- · Speak at worship and/or other services



#### Partner with Participating HHF Servicers

√ Banks, lenders, mortgage companies, etc.

- Bank/lender-sponsored events that come to your coverage area
- · Foreclosure workshops/educational sessions
- Workout events (incl. Making Home Affordable
- Housing fairs



#### FLORIDA

#### HARDEST-HIT

#### **Partner with Local Food Banks**

- Place HHF marketing materials in food bundles
- Place HHF information in food bank offices



#### FLORIDA

#### HARDEST-HIT

Participate at Local Job Fairs, **Unemployment Centers and** Temporary Employment Agencies

- HHF marketing materials in mass mailings
- HHF marketing materials at job fairs; possibly secure a booth or table
- . HHF marketing materials at the office/centers



#### FLORIDA

#### HARDEST-HIT

#### Partner with Local Governments, School Districts, Parks & Recreation Depts.

- · HHF marketing materials in students' report cards
- HHF marketing materials distributed with Parks & Recreation activities registration information
- HHF marketing materials in local government buildings/facilities (i.e., libraries, city hall, utility payment centers, etc.)

#### FLORIDA HARDEST-HIT HHE n'ts" • Telemark highway inter Yard sign Magnę • Bump kers PromBusir l items ( notepa rds (i.e., H cards) • HHF p (solicitation) sites acebook, Tv • Creating independ • "Dangerous

# FLORIDA HARDEST-HIT

#### **Other Partnership Opportunities**

- Grassroots civic organizations (i.e., NAACP, LULAC, SCLC)
- Workforce Boards
- . Early Learning Coalitions
- Area Red Cross headquarters
- · Doctors offices/Health Care centers
- Middle/high school sporting events
- Grocery stores



FLORIDA

FLORIDA

#### **Media Relations**

NOTE: Remember to notify Florida Housing's Communications staff <u>prior to</u> confirming any media relations activities that involve interviews/articles.

- Pitch stories to print, broadcast, Internet media about upcoming HHF events/info on your Agency's HHF activities
- Set-up in-studio interviews w/local television, radio stations
- Identify community calendars; list your events on



#### FLORIDA HARDEST-HIT

them

### Current HHF Marketing/Outreach Activities and Practices

- · Workshops/seminars
- Participation in Elected Official events
- Panel discussions
- Community events
- · Partnering with lenders/servicers
- Bank/lender events
- Foreclosure workshops (i.e., table, booth)



# FLORIDA HARDEST-HIT Questions & Answers? FLORIDA HARDEST-HIT

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# <u>Dodd-Frank Wall Street Reform and Consumer Protection Act:</u> <u>Compliance with Section 1420</u>

The following text may be printed on your monthly statements as an option to fulfill compliance requirements for HR 4173 Dodd-Frank Wall Street Reform and Consumer Protection Act, Title XIV – Mortgage Reform and Anti-Predatory Lending Act, Section 1420—Disclosures required in monthly statements for residential mortgage loans:

If you are having trouble making your mortgage payment, please contact insertionage in the second contact insertion and the second contact insertion in the second contact in the second con

Florida Hardest-Hit Fund <u>www.FLHardestHitHelp.org</u> or call the toll-free Information Line at 1-(877) 863-5244

If you would like to speak to a HUD-approved counselor, you may contact the US Department of Housing and Urban Development (HUD) at 1-(800) 569-4287 or online at <a href="https://www.hud.gov">www.hud.gov</a> for a list of approved housing counseling agencies in your area.



#### Frequently Asked Questions

(updated 5/2012)

<u>NOTE</u>: If you have previously completed an application for HHF program assistance, you WILL NOT be able to start another application. To see if you qualify for assistance under the revised eligibility requirements, please contact your assigned Advisor Agency to update your information and have your application re-evaluated to determine if you now qualify for HHF program assistance.

#### 1) What is Florida HFA Hardest-Hit Fund (HHF)?

Florida Housing Finance Corporation (Florida Housing) was directed by US Treasury (Treasury) to create and administer foreclosure prevention assistance programs that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners.

#### 2) What Programs are available?

Florida Housing has two programs:

#### **Unemployment Mortgage Assistance Program (UMAP)**

Loan funds can be used to pay monthly mortgage and escrowed mortgage-related expenses (i.e., property taxes, homeowner insurance, and mortgage insurance) until the homeowner can resume payments or for up to 12 months, with a cap of \$24,000, whichever occurs first. A homeowner participating in the UMAP will be required to pay 25 percent of his/her monthly income toward the monthly mortgage payment, with a minimum payment of \$70 per month.

Additionally, for homeowners who are delinquent on the first mortgage at the time they qualify for the UMAP, up to \$18,000 can be paid to bring the past due first

mortgage current; this assistance will reinstate the first mortgage prior to the UMAP payments beginning.

Population to be served: Homeowners who are unemployed, underemployed or have had at least a 10 percent reduction of income through no fault of their own, and are experiencing a financial hardship.

Use of funds: Pay the monthly first mortgage payment.

#### Mortgage Loan Reinstatement Payment (MLRP) Program

Loan funds can be used as a one-time payment to bring the past-due first mortgage current; up to \$25,000 will be paid.

Population to be served: Homeowners who have been unemployed, underemployed and experienced at least a 10 percent reduction in income, and are now able to make their payments. In order to qualify for reinstatement funds, the homeowner must show that their monthly housing debt (the combined monthly payment of the mortgage principal, interest, taxes, insurance and association dues of all secured mortgages) is **less than** 31% of the homeowner's gross monthly income. The homeowner must meet eligibility and program underwriting guidelines, and must complete a hardship affidavit.

Use of funds: MLRP funds will be used as a one-time payment to bring a delinquent mortgage current for a homeowner who has returned to work or recovered from underemployment and can now resume the monthly mortgage payment(s) based on his/her new income. This type of assistance is appropriate when the homeowner needs help only to bring the mortgage and/or mortgage-related expenses current.

#### 3) What are the eligibility requirements?

Eligibility requirements are organized in three areas: (1) Household eligibility requirements; (2) Property eligibility requirements; and (3) Mortgage eligibility requirements.

Homeowners must meet *all criteria* within each category to qualify. However, homeowners who meet all eligibility criteria *are not guaranteed approval* for UMAP/MLRP assistance; homeowners can still be denied eligibility by their mortgage company.

#### **Homeowner Requirements**

- Must be a Florida resident, and a legal US resident or a legal alien;
- Must occupy property as primary residence;
- Must be unemployed or underemployed, with at least a 10 percent reduction in income of the borrower/co-borrower;
- Total household income must be below 140% of the area median income (AMI) as provided by US Department of Housing and Urban Development (HUD); total household income includes all income for persons living in the home who are age 18 years and older;
- Must have monthly housing debt of more than 31% of the homeowner's gross monthly income; the combined monthly dollar cost of the mortgage principal, interest, taxes, insurance and association dues of all secured mortgages must be greater than 31% of the total household's gross income after the financial hardship event; and
- Must have an active checking or savings account that can be debited by the ACH method of funds transfer.

<u>ALSO</u>: Homeowners who have unencumbered assets or cash reserves (not including items such as retirement or qualified education plans, household goods or motor vehicles necessary for transportation) that are equal to or more than three times the total monthly mortgage payment (including tax and insurance payments), or that total \$5,000 (whichever is greater), must first use those assets toward mortgage payments or other existing debt before being eligible for UMAP/MLRP funds.

**IN ADDITION**: The borrower and/or co-borrower, through no fault of their own, must have experienced a financial hardship. The areas of financial hardship that must be reviewed include job loss (unemployed), reduction in income or hours worked (underemployed), or reduction of income for a self-employed homeowner; the financial hardship must be as the result of at least a 10 percent reduction in income.

#### **Exclusions**

Homeowner cannot have:

- A bankruptcy that has not been discharged or dismissed; and
- A conviction within the last 10 years on a mortgage-related felony.
  - Homeowners will be required to sign an affidavit stating s/he has not been convicted of a mortgage-related felony in the last 10 years; this includes larceny, theft, fraud, forgery, money laundering and/or tax evasion.

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#### **Property Requirements**

Homeowner's primary residence must be located in Florida and can be any one of the following structures:

- A single-family home;
- A condominium [last two years of the condominium association's financial statement will be required];
- A townhome;
- A manufactured or mobile home on a foundation permanently affixed to real estate owned by the homeowners; or
- A two-, three- or four-family dwelling unit of which one unit is occupied by the homeowner as the primary residence.

#### **Exclusions**

- The property cannot be abandoned, vacant or condemned; and
- The homeowner cannot have more than one property other than their primary residence.

#### **Mortgage Requirements**

- First mortgage is currently being serviced by a participating servicer/lender (as indicated by Florida Housing);
- First mortgage is with a regulated financial institution; and
- The outstanding principal balance of the first mortgage is \$400,000 or less at the time of application.

#### **Exclusions**

• The mortgage cannot be seller-financed.

#### 4) How do I apply?

To apply for financial assistance from the fund, you will need to use our web-based system from a computer with Internet access. The website address is <a href="https://www.FLHardestHitHelp.org">www.FLHardestHitHelp.org</a>; this site contains all the information you will need to begin your application for assistance, with step-by-step instruction and prompts to help you.

If you do not have access to the Internet from your residence, public computers can be found throughout many communities at public libraries, schools or educational centers, or government-run facilities in your county. Once you log onto the website, you will need to follow the prompts provided for each step of the process and fill in the required information to the best of your knowledge. You do not have to do this all at once; you may save your work and log on as many times as you need to complete the intake information, prior to clicking the "submit" button. Since you are completing information related to your financial situation, it will be necessary for you to have the following documents readily available:

- Information about your first mortgage, such as your monthly mortgage statement;
- Information about any second mortgage or home equity line of credit, or other liens on the house;
- Your most recent income tax return (for self-employed borrowers);
- Information about your checking and/or savings accounts, and other assets; and
- Information about the monthly gross (before tax) income of your household, including recent pay stubs, or documentation of income you receive from other sources, such as unemployment compensation.

Note: If you receive a "referral code" from an approved Advisor Agency (which is a five-digit number that may be printed on HHF materials), you will need to type that number into the space titled "Referral Code" located on the first page of the online application to ensure you are automatically assigned to that specific Agency. You are not required to a referral code to complete the application; however, if you do not, you will be assigned to an Advisor Agency randomly. Florida Housing will not reassign you once the assignment has been made.

#### 5) What happens once I complete the application?

Once you complete the required information on the website, you will be contacted by a HHF Advisor to set up an appointment to review your information. If you did not send the required documents electronically via email, fax or mail, you should be prepared to bring them with you to your appointment. Please keep in mind that interest in these programs is high, so your appointment may be set for several weeks after you are initially contacted.

#### 6) How much assistance is available for me?

For UMAP, a homeowner may receive a maximum of \$24,000 in funds for a period not to exceed 12 months; additionally, homeowners who qualify for the UMAP can

receive up to \$18,000 to bring current their delinquent first mortgage prior to UMAP payments being made. For MLRP, a one-time payment of up to \$25,000 is available to bring current a delinquent first mortgage. All funds will be disbursed by Florida Housing directly to the loan servicer on behalf of the homeowner.

#### 7) What are the terms of the assistance?

UMAP/MLRP program funds will be in the form of a 0%-interest, deferred-payment loan that will be subordinate to current mortgages on the home. The loan is forgiven at a rate of 20% starting 18 months after acceptance into the program (over a five-year period).

Additionally, a homeowner in the UMAP will be required to pay 25 percent of his/her monthly income toward the monthly mortgage payment, with a minimum payment of \$70 per month. This will be collected via an automatic debit of the homeowner's checking or savings account each month. This partial payment will be combined with HHF funds and sent to the homeowner's mortgage company. If a homeowner fails to make this partial payment, s/he will be terminated from the program.

Additionally, the homeowner will be required to complete a quarterly certification that s/he continues to be eligible for UMAP payments. See answer for question 9 for more information.

The UMAP/MLRP loan must be paid back if your home is sold prior to the end of the loan period and there are sufficient proceeds from the sale to pay all superior secured loans. Florida Housing will agree to make the UMAP/MLRP loan subordinate for homeowners who refinance their first mortgage to receive more favorable loan terms. However, if a homeowner refinances the first mortgage loan to consolidate debt or receive cash out, the homeowner will be required to repay the UMAP/MLRP loan according to the loan terms.

8) Will a homeowner who receives HHF financial assistance through the UMAP and/or MLRP programs have to pay the money back?

See answer for Question 7.

#### 9) What follow-up is required for the HHF programs?

While mortgage payments are being made on your behalf, you will need to certify with your HHF Advisor that you are still unemployed/underemployed and experiencing a financial hardship. This will be done by checking unemployment records, bank statements current paystubs and other appropriate documentation of your situation or circumstances. If meetings are canceled and the required documentation not submitted to your HHF Advisor in the timeframe provided, you will be terminated from the program.

# 10) <u>I am more than 180 days delinquent on my first mortgage; can I still apply to receive HHF financial assistance?</u>

Yes. Under the most current HHF program eligibility requirements, the number of months your mortgage is delinquent <u>is not</u> considered in determining your eligibility; however, keep in mind that your mortgage servicer has the final say as to whether or not it will accept HHF payments on your behalf.

# 11) Can a homeowner be a part of another program (HAMP, HARP, other loan modifications and/or trial periods) and still apply to receive Hardest-Hit Fund financial assistance?

You cannot be participating in a HAMP Trial Modification and receive Hardest-Hit funds. You will be contacted by your Servicer to verify if you want to remain in the HAMP Trial Modification or proceed with the HHF Program. Mortgage servicers may have different rules regarding the use of Hardest-Hit Funds with their proprietary, or in-house, modification programs.

In addition, current pending litigation on your primary residence mortgage may affect a servicer's participation in receiving mortgage payments on your behalf. Homeowners involved in pending mortgage litigation, up to and including foreclosure proceedings with the mortgage lender, servicer or other parties, <u>may</u> <u>not be eligible</u> to receive UMAP/MLRP financial assistance.

# 12) A homeowner has questions about the application s/he has already completed or has questions during the process of completing the application.

If during the application process you are unsure as to how to complete the application, or you have any questions at all, please click on the "Assign Me Now" button, which located throughout the application. When you click this button, you will be assigned to an Advisor Agency that can assist you through the application process.

13) Where can I find additional information about the Florida's HHF programs?

More information on the HHF program can be found on the website www.FLHardestHitHelp.org.



For questions, please call the Florida Hardest-Hit Fund Information Line toll-free at 1-(877) 863-5244.

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