

# Home Alliance USA Foundation

A Real Estate Consulting Firm

## SERVICE AGREEMENT

Home Alliance USA Foundation is a non-profit real estate consulting firm that specializes in preventing foreclosure sales. Our goal and core mission is to preserve home ownership. We recognize the intrinsic value of home ownership and believe life's circumstances should never be an obstacle to continuation of home ownership. The sole focus of our work, research, and development is to utilize every strategy to protect your home and we will work tirelessly to bring hope for a brighter tomorrow.

The following action steps outline the required process for developing a plan to stop the currently scheduled auction or foreclosure proceedings (if applicable) of your home. In the unlikely event your mortgage company is unwilling to cooperate in developing this plan, and all of the outlined conditions have been met, \$500.00 of the total fee will be credited to you. This credit will be disbursed within 30 days of the auction date.

- This agreement and all attachments must be completed in its entirety, initialed where indicated, and signed and dated.
- Payment must be secured and verified.
- Your file is opened and assigned to your file manager who will work with you from this point forward to stop any foreclosure actions and assist you in facilitating an agreement with your lender which creates a solution to your mortgage difficulties.
- Your file manager will contact you within 48 hours (prioritizes by your current auction date) of the file being opened with instructions and information we need from you in order to work with your mortgage company.
- Your file manager will communicate with you and keep you apprised of all necessary information regarding your file status.

It is imperative that you are available and responsive to your file manager's requests for information and any instructions given. We cannot facilitate a solution to your current mortgage situation without your cooperation. The lender must see that you are engaged and committed to saving your home in order for them to agree to an effective solution to keep you in your home.

- Once a plan is in place, you must follow the terms of the plan until you complete it. It is imperative you make your payments in accordance with the terms of any new arrangement on time. Failure to do so will result in adverse action from your mortgage company that may include foreclosure.

The following terms must be initialed indicating you understand and agree to them. All of the Foundation's policies and procedures are governed by this agreement and when signed and dated becomes the official agreement between the Homeowner and HAUSA. No verbal agreements or representations will be valid.

1. \_\_\_\_\_ (initial) I understand and agree I must provide accurate and full disclosure to HAUSA regarding my situation and any communication and/or agreements I have previously entered into with my lender.
2. \_\_\_\_\_ (initial) I understand that once HAUSA begins acting on my behalf, it is in the best interest to not interfere by communicating directly with my lender. No one at HAUSA has instructed me I cannot talk to my lender. I am free to talk to my lender at anytime I choose. I understand that trying to resolve my foreclosure problem while HAUSA is doing so has the potential to prevent a successful outcome. I understand it in the best interest to let HAUSA work with my lender exclusively.
3. \_\_\_\_\_ (initial) I understand I must immediately contact and forward to my file manager any correspondence or information, in any form, from my lender or foreclosing attorney's office.
4. \_\_\_\_\_ (initial) I understand that in any even I file bankruptcy while HAUSA is actively working on my behalf, this agreement and all conditions become null and void.
5. \_\_\_\_\_ (initial) I understand I must respond to phone calls and provide all information/documentation requested by HAUSA in a timely manner. Failure to cooperate fully will result in this agreement and all conditions becoming null and void.
6. \_\_\_\_\_ (initial) I understand I may tell HAUSA to stop working on my behalf for any reason. This will result in this agreement and all conditions becoming null and void.

**MY INITIALS/SIGNATURE MEANS I UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS  
CONTAINED IN THIS AGREEMENT**

Homeowner \_\_\_\_\_(sign) Date \_\_\_\_\_

Homeowner \_\_\_\_\_(print)

Homeowner \_\_\_\_\_(sign) Date \_\_\_\_\_

Homeowner \_\_\_\_\_(print)

HAUSA \_\_\_\_\_(sign) \_\_\_\_\_(print) Date \_\_\_\_\_

# **OUR FEE EXPLAINED**

## **\$1050.00**

The \$450.00 is for research, development, preparation and presentation of your file to your lender. This process is completed and the fee is earned the first time HAUSA makes contact with your lender concerning your file. When HAUSA contacts your lender, it will do so only with necessary, relevant, and appropriate information concerning your specific circumstances. Further, as part of its work for this portion of your fee, HAUSA will only contact your lender up to the development of the most effective strategy to prevent the currently scheduled auction (if applicable) from taking place. This portion of your fee remains a refundable deposit until such time as the aforementioned proposal and strategy are presented to your lender in the above described manner.

The \$600.00 second portion of your fee is also a refundable deposit that is earned the moment your lender has accepted HAUSA research, analysis, and strategy to place foreclosure proceedings on hold. In the event your lender refuses to comply with subsequent reasonable directives your lender requires to stop foreclosure proceedings or accept your modification package, HAUSA will have met its obligation to you, and its fee has been earned.

## **PAYMENT POLICY**

Our Fee: \$1050.00

HAUSA must receive the full fee (\$1050.00) in CERIFIED FUNDS\* upon contracting for our services. Payment must be received prior to your file being opened.

If you are unable to pay the FULL FEE (\$1050.00), we will consider your situation and try to offer another option. Please speak with your file manager about this and he/she will submit your circumstance and make every effort to have you qualified for another payment option.

\***CERTIFIED FUNDS** are defined as a Bank Wire, Paypal, Money Order, Certified Check (not credit union certified checks), Western Union, Money Gram, or CASH. WE DO NOT ACCEPT PERSONAL CHECKS.

**BANK WIRE-** The cost will be approximately \$20 to \$35, depending on your bank's fees. You must FAX a copy of the bank wire confirmation to your file manager at 800-864-8655.

**PAYPAL** –Using your credit card you will be able to make a payment from your home computer. Whether you have a current paypal account or not, it is easy to set up and account at [www.paypal.com](http://www.paypal.com). You should call your file manager to advise him/her that you have sent a paypal payment and you must FORWARD by email a copy of the paypal e-mail confirmation to your file manager.

**MONEY ORDER/CERTIFIED CHECK- Send by OVERNIGHT MAIL TO:**

### **By Post Office**

HAUSA  
P.O. Box 7245  
Capitol Heights, MD 20791

and made payable to **SECOND CHANCES** Call your file manager with the overnight tracking number.

**WESTERN UNION/ MONEY GRAM-** Send "person-to-person" made payable to D. Thompson. The cost will be approximately \$30 to \$40, depending on Western Union/Money Gram fees. Call your file manager with the MTCN number.

# PAYMENT POLICY ADDENDUM

This addendum is part of the Homeowner Agreement

## Split- Payment

### Split Payment Plan Fee \$1150.00

This plan allows for two (2) equal payment of **\$575.00**

1<sup>st</sup> Payment: **\$575.00** paid by CERTIFIED FUNDS due at time of contraction our services.

2<sup>nd</sup> Payment: **\$575.00** paid with a regular check post-dated for no more than 14 days for the date of contract. This check, **due on date of contracting**, must be sent **overnight** (P.O. Box 7245 Capitol Heights, Maryland 20791).

1. \_\_\_\_\_ (Initial) I understand and agree that the total split-payment plan fee is due and payable specifically as outlined in this agreement. By initialing and signing this addendum, I agree to all the terms and conditions contained herein.

Homeowner \_\_\_\_\_ (sign) Date \_\_\_\_\_

Homeowner \_\_\_\_\_ (print)

Homeowner \_\_\_\_\_ (sign) Date \_\_\_\_\_

Homeowner \_\_\_\_\_ (print)

Home Alliance USA

\_\_\_\_\_ (sign) Date \_\_\_\_\_

\_\_\_\_\_ (print)

## FORECLOSURE CONSULTING AGREEMENT (required by law STATE OF MARYLAND)

**THIS FORECLOSURE CONSULTING AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HOME ALLIANCE USA** (hereinafter "Consultant"), and \_\_\_\_\_ (hereinafter "Homeowner"), and individual residing in the State of Maryland.

WHEREAS Consultant is in the business of providing Foreclosure Consulting Services in the state of Maryland;

WHEREAS Homeowner, owns real property know as: \_\_\_\_\_ (hereinafter the "Property")

WHEREAS Homeowner, through this Agreement, has retained Consultant to provide Foreclosure Consulting Services regarding the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**\*\* Name and Address of Consultant for mailing of Notice of Rescission\*\***

Consultant Name: **HOME ALLIANCE USA**

Consultant Address: **P.O. BOX 7245 CAPITOL HEIGHTS, MARYLAND 20791-7245**

Consultant Fax: **800-864-8655**

Consultant E-mail: **INFO@HOMEALLIANCEUSA.COM**

### 1. Defined Terms

- (a) "Foreclosure Purchaser" shall have the same meaning as proscribed by MD Code Real Property § 7-301 (e), and shall mean a person who acquires title or possession of a deed or other document to a residence in foreclosure as a result of foreclosure reconveyance.
- (b) "Foreclosure Reconveyance" shall have the same meaning as proscribed by MD Code Real Property § 7-301 (f), and shall mean a transaction involving:
  - i. The transfer of title to real property by a homeowner during or incident to a proposed foreclosure proceeding, either by transfer of interest from a the homeowner to another party or by creation of a mortgage, trust, or other lien or encumbrance during the

- foreclosure process that allows the acquirer to obtain legal or equitable title to all or part of the property; and acquirer to obtain legal or equitable title to all or part of the property; and
- ii. The subsequent conveyance, or promise of a subsequent conveyance, of an interest back to the homeowner by the acquirer or a person acting in participation with the acquirer that allows the homeowner to possess the real property following the completion of the foreclosure proceeding, including an interest in a contract for deed, purchase agreement, land installment sale, contract for sale, option to purchase, lease, trust, or other contractual arrangement.
- (c) "Foreclosure Surplus Acquisition" shall have the same meaning as proscribed by MD Code Real Property § 7-301 (g), and shall mean a transaction involving the transfer, sale, or assignment of the surplus remaining and due the homeowner based on the audit account during a foreclosure proceeding
- (d) "Foreclosure Surplus Purchaser" shall have the same meaning as proscribed by MD Code Real Property § 7-301 (h), and
- i. Shall mean a person who acts as the acquirer by assignment, purchase, grant, or conveyance of the surplus resulting from a foreclosure sale.
  - ii. Shall include a person who acts in joint venture or joint enterprise with one or more acquirers.

2. Foreclosure Consulting Services. Consultant agrees to provide the following services to Homeowner as needed:

Initials	Initials
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- (a) To receive money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a lien of a residence in foreclosure;

Initials	Initials
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- (b) To contact creditors on behalf of a Homeowner;

Initials	Initials
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- (c) To arrange or attempt to arrange for an extension of the period within which the Homeowner may cure Homeowner's default and reinstate Homeowner's obligation;

Initials	Initials
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- (d) To arrange or attempt to arrange for any delay or postponement of the sale of a residence in foreclosure;

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- (e) To arrange or facilitate the purchase of Homeowner's equity of redemption or legal or equitable title;

Initials	Initials
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(f) To arrange or facilitate any transaction through which Homeowner will become a lessee, optionee, life tenant, partial homeowner, or vested or contingent remainderman of Homeowner's residence;

Initials	Initials
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(g) To arrange or facilitate the sale of Homeowner's residence or the transfer of legal title, in any form, to another party as an alternative to foreclosure;

Initials	Initials
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(h) To arrange for Homeowner to have an option to repurchase Homeowner's residence after a sale or transfer;

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(i) To arrange for or facilitate Homeowner remaining in Homeowner's residence as a tenant, renter, or lessee; or

Initials	Initials
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(j) To arrange or facilitate any other grant, conveyance, sale, lease, trust or gift by which Homeowner clogs Homeowner's equity of redemption in Homeowner's residence.

3. Foreclosure Reconveyance. The parties hereto agree that as a part of the services provided by this agreement, a foreclosure reconveyance of the property to a foreclosure purchaser ☐ **will**/ ☐ **will not** be involved. If a Foreclosure Reconveyance of the property will be involved, an executed copy of the Notice of Transfer of Deed or Title required by MD Code Real Property § 7-310 accompanies this Agreement.

4. Foreclosure Surplus Purchase. The parties hereto agree that as part of the services provided by this Agreement, a Foreclosure Surplus Purchase by a Foreclosure Surplus Purchaser ☐ **will**/ ☐ **will not** be involved. If a Foreclosure Surplus Purchase will be involved, an executed copy of the Foreclosure Surplus Agreement required by MD Code Real Property § 7-314 accompanies this Agreement.

5. Foreclosure Consulting Fee. Homeowner: In exchange for the Foreclosure Consulting Services described above, Consultant shall be entitled to a fee of \$\_\_\_\_\_, payable upon full performance of this agreement.

Initials	Initials
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(a) The parties hereto agree that Homeowner shall be responsible for the entire fee described above, except as outlined in part (b) below;



Initials	Initials
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(b) The parties hereto agree that a portion of the fee described in part (a) above shall be paid by \_\_\_\_\_, in the amount of \$\_\_\_\_\_.

6. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid), sent by facsimile, or sent by electronic mail to:

Consultant Name: HOME ALLIANCE USA

Consultant Address: P.O. BOX 7245 CAPITOL HEIGHTS, MARYLAND 20791

Consultant Fax: 800-864-8655

Consultant E-mail: INFO@HOMEALLIANCEUSA.COM

7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes and preempts any previous agreements, understandings, or representations by or between the parties, whether written or oral, which may have related to the subject matter hereof in any way.
9. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of an be enforceable by Consultant, Homeowner, and their respective heirs, successors, and assigns; provided, that Homeowner may not assign his or her rights or delegate his or her obligations hereunder without the prior written consent of Consultant.
10. Choice of Law. All questions concerning the construction, validity, and interpretation of this Agreement will be governed by and construed in accordance with the domestic laws of the State of Maryland without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Maryland.

11. Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties hereto and there respective successors and permitted assigns.

12. Right of Rescission. Homeowner has the right to rescind this contract at any time. Rescission may be made by giving written notice to Consultant at the address specified above, or by facsimile or electronic mail. In the event that Homeowner rescinds this contract, pursuant to § 7-305 of the Commercial Law Article, Homeowner shall repay, within 60 days from the date of rescission, any funds paid or advanced by Consultant or anyone working with him under the terms of the foreclosure consulting contract, together with interest calculated at the rate of 8% a year.

## NOTICE REQUIRED BY MARYLAND LAW

**HAUSA or anyone working for him or her cannot ask you to sign or have you sign any lien, mortgage, or deed as part of signing this agreement unless the terms of the transfer are specified in this document and you are given a separate explanation of the precise nature of the transaction.**

**HAUSA or anyone working for him or her cannot guarantee you that they will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until a refinancing, if applicable is approved.**

**If a transfer of the deed or title to your property is involved in any way, you may rescind the transfer any time within 3 days after the date you sign the deed or other document of sale or transfer. See the attached notice of rescission form for an explanation of this right. As part of any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% a year.**

**This is an important legal contract and could result in the loss of your home. Contact an attorney before signing.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

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Consultant

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Date

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Homeowner

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Date

State of Maryland

County of \_\_\_\_\_

On \_\_\_\_\_, before me, a Notary Public of the State of Maryland, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## NOTICE OF RESCISSION

Date of Contract: \_\_\_\_\_

You may cancel or rescind this contract, without any penalty, at any time.

If you want to end this contract, mail or deliver a signed and dated copy of this notice of rescission, or any other written notice indicating your intent to rescind to:

Consultant Name: **HOME ALLIANCE USA**

Consultant Address: **P.O. BOX 7245 CAPITOL HEIGHTS, MARYLAND 20791**

Consultant Fax: **800-864-8655**

Consultant E-mail: **INFO@HOMEALLIANCEUSA.COM**

As a part of any rescission, you (the homeowner) must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% a year.

This is an important legal contract and could result in the loss of your home. Contact an attorney before signing .

Notice of Rescission

To:

Consultant Name: **HOME ALLIANCE USA**

Consultant Address: **P.O. BOX 7245 CAPITOL HEIGHTS, MARYLAND 20791**

Consultant Fax: **800-864-8655**

Consultant E-mail: **INFO@HOMEALLIANCEUSA.COM**

I hereby rescind this contract.

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Homeowner Signature

Date

## NOTICE OF RESCISSION

Date of Contract: \_\_\_\_\_

You may cancel or rescind this contract, without any penalty, at any time.

If you want to end this contract, mail or deliver a signed and dated copy of this notice of rescission, or any other written notice indicating your intent to rescind to:

Consultant Name: **HOME ALLIANCE USA**

Consultant Address: **P.O. BOX 7245**

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This is an important legal contract and could result in the loss of your home. Contact an attorney before signing .

Notice of Rescission

To:

Consultant Name: **HOME ALLIANCE USA**

Consultant Address: **P.O. BOX 7245**

Consultant Fax: **800-864-8655**

Consultant E-mail: **INFO@HOMEALLIANCEUSA.COM**

I hereby rescind this contract.

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Homeowner Signature

Date

Homeowner: \_\_\_\_\_

File Manager/Consultant: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF  
NOTICE OF RIGHT OF RESCISSION**

Receipt is herewith acknowledged of the foregoing notice, and each of the undersigned individuals received two copies thereof.

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Homeowner Signature

Date

## **“FYI” FORECLOSURE PROCEEDINGS IN MARYLAND**

Receiving notice that your house is about to be foreclosed upon is one of the most traumatic things you can go through. However, when you sign your mortgage or deed of trust at the real estate closing and it is recorded in your County's Land Records office, you give your lender the right to foreclose on the property if you default on the loan or fail to repay the loan according to the terms of the loan. A new foreclosure law went into effect in Maryland on April 4, 2008 and any foreclosure action filed after that date must comply with the new law. The foreclosure process and your rights in that process under the new law are outlined below.

### **WHAT WILL HAPPEN IF MY PROPERTY IS GOING INTO FORECLOSURE?**

Before a foreclosure action is filed, you as the borrower and property owner should have received notice from the lender that there is a problem with your loan account and from the lender's attorney that there is a default under the terms of the loan. Many mortgages require the lender to give notice of the default and of your right to remedy the default before filing foreclosure. In Maryland, before the lender can file a foreclosure case against your property, the lender must:

- Wait 90 days from the date that your loan is in default; and
- Send you a Notice of Intent to Foreclose 45 days before the foreclosure case is filed.

**The Notice of Intent to Foreclose** will provide you with important information about why your loan is in default, the amount you owe to bring your loan current, the last payment received, contact information for the lender or secured party, for the mortgage servicer that collects your mortgage payments and for the department that can help you work out your default (the loss mitigation department).

### ***Filing the foreclosure case***

To begin a foreclosure case, the lender must file the foreclosure with the Circuit Court in the county in which the property is located. The lender must file the following documents with the court: Statement of debt, under oath, which itemizes the entire amount the lender claims is due under the loan. This will usually include principal, interest, late charges, attorneys' fees and all other charges that the borrower is responsible for under the mortgage; Certification that the property owner is not a member of the military service. Under a federal law, commonly known as the Soldiers' and Sailors' Civil Relief Act, members of the military service have specific rights when lawsuits are brought against them (including foreclosure proceedings) since they may not be in the U.S. due to a military assignment and unable to adequately defend their interests; If you are a member of the military service and find a property owned by you is the subject of a foreclosure action, you should ask an attorney what additional rights you may have as a result of this federal statute. Statement, under oath, that indicates the date of default, the nature of the default and the date the Notice of Intent to Foreclose was sent;

A copy of the Notice of Intent to Foreclose;

Original or certified copy of the mortgage or deed of trust;

Copy of the debt instrument and an affidavit of ownership;

Original or certified copy of the assignment of the mortgage if applicable;

The mortgage lender and originator's license number if applicable; and



A uniform Notice regarding the filing of the foreclosure action

***Serving the Property Owner***

The lender must personally serve you with all the papers filed when the case was docketed with the court. If the lender is unable to serve you after two good faith attempts on two separate days, the lender may file an affidavit with the court describing the attempts made to serve you and the lender may then serve you by sending you a copy of the court papers, by both certified and first class mail AND by posting the court papers on the property.

***Before a Foreclosure Sale can be held***

Before a foreclosure sale can be held, the lender must: Wait 45 days from the time the defendant was served. Publish a Notice of Sale for three successive weeks in a newspaper of general circulation in the county where the action is pending. The first advertisement should be published not less than 15 days prior to the date of sale and the last advertisement should be published not more than 7 days prior to the date of sale. Send a notice of the date of sale to the homeowner by certified and first class mail of the time, place, and terms of the pending foreclosure sale. This notice must be sent no later than 10 days prior to the scheduled sale date. Failure to receive the notice or to sign for it will not stop the foreclosure.

Accept from the homeowner payment of the funds due to cure the default up to one business day before the sale. Payment of this amount which includes missed payments, late fees and costs will stop the foreclosure sale if it is made one business day before the sale. Note: The secured party or the agent must provide, upon request, the amount necessary to cure the default and reinstate the loan and instructions for delivering the payment

**SALE OF THE PROPERTY**

If a sale does take place, the property will be sold through a public auction open to anyone who desires to make a bid. Public auctions are usually held on the property or at the courthouse in the county where the property is located. The trustee must make a report regarding the sale to the court including an accounting of the sale. After the sale has taken place, but before the court has ratified the sale, you may file objections if the sale was improperly conducted. Only after the court ratifies the sale can the new owner petition the court to have you evicted from the property if you are still living there.