

LAW OFFICES OF

LABRIOLA & LABRIOLA, LLC

1451 New Haven Road

Naugatuck, CT 06770

Tel (203) 720-4050 Fax (203) 720-4052

Email amy@labriolalaw.com**SHORT SALE FACT SHEET
& CHECKLIST**

Labriola & Labriola, LLC is a law firm located in Naugatuck, Connecticut. We concentrate in residential real estate law, with a current emphasis on planning, negotiating and closing short sale transactions for Sellers with negative equity in their homes. Attorneys Jerry Labriola, Jr. and David Labriola and Paralegals Amy Del Torto and Tracy Fox, can assist you through this process. Please fill out the fact sheet below to the best of your ability, and then contact our office to discuss your situation. We can generally advise you on the following: the timing of the short sale process, whether you should continue making mortgage loan payments, strategies regarding the listing and selling of your home, debt release and debt forgiveness income tax issues, and foreclosure and lender forbearance issues*. Of course, no two short sale fact patterns are identical and our specific advice will be based upon your particular facts and circumstances.

We will initially make contact with your mortgage lender(s) to request payoff and loan status information. We will then negotiate short sale settlement terms with your mortgage lender(s) once a third party buyer is identified and a binding purchase and sale contract has been received. We will seek agreement from your mortgage lender(s) to release the mortgage(s) encumbering your property in order to clear title. Ultimately, if the short sale is approved, we will conduct a real estate closing on your behalf conveying title to your real property to the buyer. We will also seek a zero deficiency balance from your mortgage lender(s), but we can not guarantee that your mortgage lender(s) will not ask for a cash contribution or a promissory note from you in order to defray a portion of their loss. Before we can begin work, you must pay an advance retainer fee for our pre-short sale expenses and professional services (\$500). We will seek, but can not guarantee, that all other fees for our professional services will be paid for at closing by your mortgage lender(s) in the short sale closing transaction, along with other customary seller closing costs such as realtor commissions, conveyance taxes and the like.

***Please note that our firm does not practice in the areas of foreclosure litigation defense, lender liability or bankruptcy law.**

FACT SHEET

Seller Names: _____ Social Security # _____

Property Address: _____ Primary Residence? Yes ___ No ___
_____ Single ___ or Multi-family _____

Current Address: _____ Current FICO Score _____

Home Phone: _____ Cell Phone: _____
Email Address: _____ Work Phone: _____

Date of Home Purchase: _____ Purchase Price Paid \$ _____
Current Est. FMV \$ _____ Current Listing Price \$ _____

Tenants at Property? _____ Gross Rents \$ _____ Security Deposits \$ _____

1st Mortgage Lender –

Name: _____
Customer Service Telephone #: _____
Loan #: _____
Date of Loan: _____ FHA Loan? _____
Principal Amount Owed: \$ _____
Are payments current? Yes _____ No _____
If not current, how many missed payments? _____
Has foreclosure commenced? Yes _____ No _____
If foreclosure has commenced, what is the return date? _____

2nd Mortgage Lender -

Name: _____
Customer Service Telephone #: _____
Loan #: _____
Date of Loan: _____ HELOC? Yes ___ No ___
Principal Amount Owed: \$ _____
Are payments current? Yes _____ No _____
If not current, how many missed payments? _____
Has foreclosure commenced? Yes _____ No _____
If foreclosure has commenced, what is the return date? _____

Are the real estate taxes current? Yes _____ No _____
 Is the water/sewer current? Yes _____ No _____
 If a condo, are the common charges current? Yes _____ No _____
 If the condo changes are not current, what is the amount currently owed? _____
 If a condo, are there any special assessments? Yes _____ No _____
 If there are special assessments, what is the full amount due? _____
 Are there any other liens that affect the property? _____
 What is the condition of the premises? Excellent _____ Good _____ Fair _____
 Are all systems in working order? _____
 Have you recently filed or are you currently contemplating filing for **bankruptcy protection**? Yes _____ No _____

CHECK LIST

Please provide our office with the following items for each owner:

- _____ Signed Letter of Authorization (see attached)
- _____ 2 most recent years Tax Returns
- _____ 2 months most recent bank statements
- _____ 2 months most recent paystubs
- _____ Signed and dated Hardship Letter – this statement should describe how you got into this financial bind and makes a plea to the lender to accept less than full payment
- _____ Financial Statement showing monthly income/expenses (some banks have their own form – you should call them)
- _____ List of Financial Assets – money market accounts, stocks or bonds, negotiable instruments, cash or other real estate or anything of tangible value
- _____ Copy of most recent mortgage statements
- _____ If foreclosure has commenced, a copy of the Summons
- _____ \$500 non-refundable **advance retainer fee** for pre-short sale expenses and professional services (make payable to “**Labriola & Labriola, Trustee**”)
- _____ Retainer Agreement (see attached)

To be provided by Realtor:

- _____ Listing Agreement
- _____ Contract
- _____ Buyer’s Pre-Qualification Letter
- _____ Comparative Market Analysis (CMA)

LABRIOLA & LABRIOLA, LLC

Established 1993
(203) 720-4050

We’re There From Contract to Closing Talk to Us Before Signing Documents

**AUTHORIZATION TO RELEASE INFORMATION
TO LABRIOLA & LABRIOLA, LLC
(Re: short sale negotiations)**

Borrower(s) Name:

Property Address:

Mortgage Holder:

Mortgage Loan/Account #:

Social Security Number:

I hereby authorize you to release to my attorneys, **Labriola & Labriola, LLC**, 1451 New Haven Road, Naugatuck, CT (203-720-4050) any and all information or documentation that may be requested about the above-referenced loan/account or the above referenced property. A copy of this authorization may be accepted as an original. This authorization shall be valid for one (1) year.

BORROWER(S)

_____ Date

_____ Date

REAL ESTATE ATTORNEYS
**LABRIOLA &
LABRIOLA, LLC**



CONCENTRATING IN:

SHORT SALES
NEGOTIATIONS & CLOSINGS

REFINANCES
CALL TO DISCUSS YOUR OPTIONS

1451 NEW HAVEN RD, NAUGATUCK (ROUTE 63)
203-720-4050 amy@labriolalaw.com

Labriola & Labriola, LLC
1451 New Haven Road
Naugatuck, CT 06770
203-720-4050

Attorney Jerry Labriola, Jr.

Jerry Labriola, Jr. is an attorney practicing in the Naugatuck-based law firm of Labriola and Labriola, LLC. Mr. Labriola's law practice is concentrated primarily in the areas of residential real estate and finance. Previously, he was an associate and then partner in the 60-lawyer Hartford law firm of Pepe & Hazard, LLP (1984-1992). Mr. Labriola also served as Naugatuck Town Attorney from 1989 to 1991. He is a member of the Connecticut bar and the Real Property Section of the Connecticut Bar Association.

Mr. Labriola speaks regularly to realtor groups, and to prospective buyers and sellers, concerning the short sale process and other real estate and mortgage finance trends.

Mr. Labriola is also the State Chairman of the Connecticut Republican Party. He was elected by the 72-member Republican State Central Committee on June 25, 2013 to his second term through June 2015. He previously served as Treasurer of the Party from 2006 to 2011.

Mr. Labriola was Vice Chairman of the Wallingford Charter Revision Commission in 1993 and was a member of the Wallingford Board of Assessment Appeals (from 1994 to 2009). He is also a member of the Ambassador group of Naugatuck Valley Savings & Loan (since 2002).

A native of Naugatuck, Mr. Labriola earned a Bachelor of Arts degree from Gettysburg College in 1979 and a law degree from Catholic University of America in 1982. Mr. Labriola was head coach of the Ansonia High School girls varsity soccer team from 2007 to 2011. He also plays keyboards in the local pop/rock cover band known as The Potentials.

Mr. Labriola resides with his wife Barbara and family in Wallingford.

Email: admin@labriolalaw.com

RETAINER AGREEMENT

Labriola & Labriola, LLC
1451 New Haven Road
Naugatuck, CT 06770
203-720-4050 phone
203-720-4052 fax

Re: Short Sale of [Property Address] _____

Thank you for retaining Labriola and Labriola, LLC to represent you in this matter. The scope of our representation shall be limited to the prequalification, negotiation and a closing of a "short sale" for the above property. **It does not include any representation with regard to the foreclosure of this property or any other legal matter. In the event you need representation to defend a foreclosure action or for any other legal matter, you will need to obtain separate counsel.**

Please sign this document and return it to us at your earliest convenience.

This agreement requires that you provide our law firm the sum of **\$500 nonrefundable** as an advance retainer fee to commence work on your behalf. The balance of our compensation for services rendered (this will typically range from \$1000 to \$3000 based upon the time devoted to this matter) will be due at closing. This compensation may be paid by your lender(s) as part of the allowable closing costs in your short sale.

You agree to cooperate with us in all respects in this effort, including submitting and updating documents as may be necessary.

You, the undersigned, acknowledge that it has been disclosed to you by Labriola and Labriola, LLC that every attempt will be made to successfully close your short sale property in order to reduce your indebtedness. You understand there is no guarantee that the lender(s) or creditor(s) having mortgages and/or liens on your property will approve a payment for less than the full amount due on the loan(s).

Furthermore, you understand that you are unlikely to receive any cash compensation from this transaction unless specifically authorized by your lender(s).

You further have been advised that there may be tax ramifications associated with saving your home from foreclosure, including but not limited to, the issuance of an IRS tax form 1099 for debt forgiveness income, and despite these possible tax consequences, you have decided to move forward with this transaction.

Although every effort will be made to obtain a full release/paid in full status of the debt(s) for which you are personally liable, Labriola and Labriola, LLC cannot guarantee that the lender(s) will not pursue a deficiency judgment against you. It is possible that your lender(s) will agree to release the mortgage(s) to allow you to sell your property, but will not expressly agree to release you from the deficiency, or require a portion of the deficiency to remain owing by you, or require a cash contribution to be made or a promissory note for a certain portion of the deficiency to be executed by you at closing. We have reviewed this possibility with you and you have elected to move forward with this transaction.

We look forward to representing you in this matter.

Sincerely,
Labriola and Labriola, LLC

ACCEPTED & AGREED:

Owner's Name

Owner's Name