

# LOSS MITIGATION FEE AGREEMENT

## BUYER

THIS AGREEMENT, made the \_\_\_ day of \_\_\_\_\_, 2010 between **STEPHEN J. WILDE**, Attorney (“WILDE”) and \_\_\_\_\_ (BUYER).

### RECITALS

**WILDE** is an Attorney whose practice focuses on Short Sale negotiations and foreclosures; and

**BUYER** wishes to purchase a property which will require a Short Sale from the Lender(s); and

**BUYER** wishes to secure the services of **WILDE** to facilitate and negotiate the Short Sale with the Lender(s); and

**WILDE** and **BUYER** wish to enter into an Agreement for mutual financial benefit.

### AGREEMENT

The parties agree as follows:

#### 1. **DEFINITIONS.**

**1.1. Short Sale.** A Short Sale is defined as a sale of real estate in which the proceeds from the sale fall short of the balance owed on a loan secured by the property sold. In a Short Sale, the bank or mortgage lender agrees to discount a loan balance.

**1.2 Short Sale Package.** The Short Sale Package is the set of documents required from the Seller by the Lender in a Short Sale situation. The documents will most likely include but are not limited to a financial statement, bank statements, tax returns, paycheck stubs, hardship letter, listing agreements, Offer to Purchase contract, and the buyer pre-qualification letter.

**1.3 Lender.** The Lender is the bank, mortgage company or other entity or individual who holds a Promissory Note from the Seller and is the Beneficiary of the Deed of Trust secured by the property. The Lender is not a party to this Agreement and is free to accept any offer submitted.

**1.4 BPO.** The BPO (Broker Price Opinion) is an evaluation and estimation of the market value of the property. The BPO is ordered by the Lender to establish the present market value of the property as part of the Short Sale process.

2. **PROPERTY.** That property identified by the parties as \_\_\_\_\_ being that property recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, \_\_\_\_\_ County Register.

3. **BUYER RESPONSIBILITY.** BUYER shall make all efforts to be ready to close on the property within 30 days of Acceptance of Short Sale by the Lender.

4. **WILDE RESPONSIBILITY.** WILDE shall submit the completed Short Sale Package(s) to the Lender(s). WILDE shall facilitate and negotiate the Short Sale with the Lender(s) and keep all parties to this Agreement informed as to the status of the negotiation(s). WILDE will also negotiate, coordinate and communicate with any bankruptcy attorneys and trustees, foreclosing attorney, attorneys involved in ongoing litigation with the SELLER, the closing attorney and any other party necessary to the completion of the Short Sale transaction.

5. **LOSS MITIGATION FEE.** WILDE shall receive a Loss Mitigation Fee equal to 3% of the sale price of the property.

**5.1 Collection of Fee at Closing from Buyer.** WILDE shall attempt to collect all or part of the Loss Mitigation Fee from the Lender(s) under Attorney's Fees on the HUD-1 at closing. WILDE shall also request that the Lender to pay for closing costs. All Lender approved Seller Paid Closing Costs shall go to the BUYER. The BUYER is therefore responsible for paying the remaining portion of the 4% Loss Mitigation Fee but only up to the amount equal to the Seller Paid Closing Costs approved by the Lender(s). The BUYER is not responsible for any shortfall if the amount of Lender approved Seller Paid Closing Costs does not cover the remaining Loss Mitigation Fee.

BUYER authorizes the closing attorney to put that remaining portion of the Loss Mitigation Fee as a BUYER's expense on the HUD as outlined above.

**5.2 Buyer:** Except as outlined in paragraph 5.1 of this Agreement, the BUYER is not responsible for paying WILDE any of the Loss Mitigation Fee.

6. **MULTIPLE OFFERS.** The Parties understand that WILDE will inform and/or submit all back-up offers to the Lender(s) for considerations and approval as required by the North Carolina Real Estate Commission. The Parties understand that WILDE may have a similar relationship with the parties of any additional offer(s) submitted to the Lender and the Parties of this Agreement specifically consent to such a relationship and acknowledge the possibility that another offer(s) is/are higher and may be accepted by the Lender instead of theirs.

7. **LEGAL ACTION.** Any Party to this Agreement may take any legal action reasonably necessary to enforce their rights and the terms of this Agreement against the other party. The unsuccessful party to the action shall indemnify the successful party for all court costs, including reasonable attorney's fees, in enforcing their rights and the terms of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the effective date.

**BUYER**

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**STEPHEN J. WILDE, Attorney**

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