



**affordable  
housing**  
PARTNERSHIP  
of the capital region, inc.  
HOMEOWNERSHIP CENTER

**INTAKE FORM FOR FORECLOSURE  
INTERVENTION COUNSELING**

Date \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

Mailing Address (if different from above address): \_\_\_\_\_

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W)  
\_\_\_\_\_ (O)

List all household sources of income and monthly amounts (**gross**):

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Start Date: \_\_\_/\_\_\_/\_\_\_ Salary: \_\_\_\_\_ Start Date: \_\_\_/\_\_\_/\_\_\_ Salary: \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Other Income Sources: Rental Income: \_\_\_\_\_ Retirement/Pension: \_\_\_\_\_

SSI or SSD: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_

Child Support \_\_\_\_\_

How were you referred to us? \_\_\_\_\_

**Property Information:**

Date Purchased: \_\_\_\_\_ Price paid: \$ \_\_\_\_\_

Current market value of property: \$ \_\_\_\_\_ Tax Assessed Value:  
\$ \_\_\_\_\_

Type of Property:  Single Family  Condo  2-4 Unit  Townhouse  
 Cooperative  Mobile Home  Other

Homeowner occupies home? Yes  No

Rental income from property? Yes  No  If yes, amt. Per month \_\_\_\_\_

Annual property tax amounts:

Town/City: \$ \_\_\_\_\_ School: \$ \_\_\_\_\_ County: \$ \_\_\_\_\_

Status of taxes: Escrowed? Yes  No  Current? Yes  No

Status of property insurance: Escrowed? Yes  No  Current? Yes  No

Name of Insurance Company \_\_\_\_\_ Annual Amount \_\_\_\_\_

Is home on market? Yes  No  if yes, name of Realtor: \_\_\_\_\_

Length of time on Market: \_\_\_\_\_

Other liens on property? Yes  No  if yes, list lender or grant: \_\_\_\_\_;  
\_\_\_\_\_, \_\_\_\_\_;



**Default information:**

**Reason(s) for default (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Loss of income/cut in pay_                             | <input type="checkbox"/> Death in family                |
| <input type="checkbox"/> Job loss (i.e. laid off)                               | <input type="checkbox"/> Health crisis/health ins.issue |
| <input type="checkbox"/> Disability/injury/accident                             | <input type="checkbox"/> Problem with rental unit       |
| <input type="checkbox"/> Monthly mortgage payment increase                      | <input type="checkbox"/> Divorce/separation             |
| <input type="checkbox"/> Increased taxes  | <input type="checkbox"/> Unexpected home repair         |
| <input type="checkbox"/> Car repair   | <input type="checkbox"/> Unfair loan terms              |
| <input type="checkbox"/> Mortgage payment was not affordable from the beginning |   |
| <input type="checkbox"/> Other (describe):                                      |   |
- \_\_\_\_\_

**Current loan information**

First Mortgage:

Date loan made: \_\_\_\_\_ Loan # \_\_\_\_\_

Co-Borrower:  Yes  No Name(s) if different from spouse or Partner listed on page 1: \_\_\_\_\_

Original loan amount: \$ \_\_\_\_\_ Current principle balance: \$ \_\_\_\_\_

Household income (monthly) at the time loan was made: \$ \_\_\_\_\_

Was a mortgage broker used? No  Yes  If yes, Mtg. broker: \_\_\_\_\_

Original lender: \_\_\_\_\_

*If different from lender:* Current Servicer: \_\_\_\_\_

Type of loan: Purchase  or Refinance loan \_\_\_\_\_ FHA, VA, Conventional?

Term: \_\_\_\_\_ (years) Interest rate: \_\_\_\_\_ % Fixed Y  or N

If it's an ARM (adjustable rate mortgage) Trigger date: \_\_\_\_\_

Terms of the ARM: (# of years fixed then adjustment period i.e.: 2yr 6mos) \_\_\_\_\_

a. Balloon payment? No  Yes  b. Amount of balloon: \$ \_\_\_\_\_

Months in arrears: \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_ Includes escrow: Y  N

Is this the first time you have ever fallen behind? Y  N

Have you had previous payment plans with lender? Y  N  If yes how many? \_\_\_\_\_

Have you filed bankruptcy? Y  N  If yes, has bankruptcy been discharged or is it on going: \_\_\_\_\_.

Attorneys Name: \_\_\_\_\_

Attorneys contact information: \_\_\_\_\_

Describe legal action taken by lender (i.e. letters, complaint, sale?): \_\_\_\_\_

If you have received a foreclosure summons and complaint:

Date received \_\_\_\_\_

Have you responded: Y  N

Are you represented in the foreclosure action by an attorney: Y  N

Attorneys Name: \_\_\_\_\_

Attorneys contact information: \_\_\_\_\_



**AUTHORIZATION TO RELEASE**  
**INFORMATION AND CONFLICT OF**  
**INTEREST DISCLOSURE**

I/We, \_\_\_\_\_, authorize the release of information to/from **AFFORDABLE HOUSING PARTNERSHIP** regarding my housing situation and any related information, specifically loan # \_\_\_\_\_. (additional loan numbers if applicable)  
\_\_\_\_\_, \_\_\_\_\_.

I/We have voluntarily agreed to participate in housing counseling with in an attempt to cure my mortgage default/delinquency. I understand that this exchange of information is necessary to assist with my housing situation. I further understand that this information will be kept confidential between the agencies and no information regarding my personal circumstances will be divulged to any party who is not directly involved.

I also understand that during the housing counseling process the housing counselor and/or other agency employees may suggest certain products, refer me to specific agencies or area professionals, determine what housing is available, etc... I understand that I am under no obligation to use the suggested services and am free to make housing choices regardless of counselor recommendations.

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Social Security # \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Social Security # \_\_\_\_\_

This authorization will expire one (1) year from the date of signing.

Please contact me at the following phone number and address with any questions or concerns:

**TRACY PETERSEN C.H.E., C.H.C.      HOUSING COUNSELING COORDINATOR**

**518 434-1730 EXT 2 (P) 518 434-1767 (F) Email: tpetersen@ahphome.org**



## CREDIT REPORT AUTHORIZATION FORM

*Date* \_\_\_\_\_

*Agency* \_\_\_\_\_

**1 official form of identification required such as a license or NYS ID Card.**

Authorization is hereby granted to \_\_\_\_\_ (agency) to obtain and review my consumer credit report. I understand and agree that the consumer credit report will be used for the purpose(s) of:

- evaluating my financial readiness to buy a home
- for the determination of eligibility for a government grant
- determining a solution to my current mortgage delinquency/default

I authorize the agency to have access to the status of my accounts and communicate with other agencies or creditors on my behalf, if necessary.

I take full responsibility for completing this form for my co-applicant/co-mortgagor in the event he/she is not present. This agency is also authorized to discuss the information contained on the co-applicant's credit report with me, in the event he/she is unable to attend the 1-on-1 counseling session.

Authorization is further granted to use a photostatic (copy) or facsimile (fax) reproduction of this form, if required, to obtain any information necessary to complete my consumer credit report.

I understand that the information provided below will be submitted to a credit bureau which will add the information to my record which will be available to past and future creditors.

### **1<sup>st</sup> Client**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Other names (maiden, alias)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date of Birth

### **2<sup>nd</sup> Client (if joint report)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Other names (maiden, alias)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date of Birth



**AHP Foreclosure Mitigation  
Counseling Agreement**

1. I understand that Affordable Housing Partnership of the Capital Region Inc. (AHP) provides foreclosure mitigation counseling after which I will receive a written action plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.
2. I understand that Affordable Housing Partnership of the Capital Region Inc. receives funds through the National Foreclosure Mitigation Counseling (NFMC) program, NYS Attorney General's Office Homeowner Protection Program (HOPP) and the US Treasury Dept MHA Outreach and Intake Project (MOIP). As such, AHP is required to share some of my personal information with program administrators and/or their agents for purposes of program monitoring, compliance and evaluation. Specifically with regard to MOIP I allow AHP to (a) submit client level information to Hope Loan Port for this project, (b) allow program administrators to open files to be reviewed for program monitoring and compliance purposes, and (c) allow program administrators to conduct follow up with me related to program evaluation, if they choose to.
3. I give permission for program administrators and/or their agents to follow-up with me for the purposes of program evaluation.
4. I acknowledge that I have received a copy of Affordable Housing Partnership of the Capital Region Inc.'s Privacy Policy.
5. I may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified. I understand that I am not obligated to use any of the services offered to me.
6. A counselor may answer questions and provide information, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance.
7. I understand that Affordable Housing Partnership of the Capital Region Inc." provides information and education on numerous loan products and housing" programs and I further understand that the housing counseling I receive from

Affordable Housing Partnership of the Capital Region Inc. in no way obligates me to choose any of these particular loan products or housing programs.

Client's signature \_\_\_\_\_

Date \_\_\_\_\_

Client's signature \_\_\_\_\_

Date \_\_\_\_\_



## **Affordable Housing Partnership**

### **Privacy Policy**

Affordable Housing Partnership 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 your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Counseling Agreement. 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 and credit card usage; and
- Information we receive from a credit reporting agency, such as your credit history.

#### **You may opt-out of certain disclosures**

1. You have the opportunity to “opt-out” of disclosures of your nonpublic personal information to third parties (such as your creditors), that is, direct us not to make those disclosures.
2. If you choose to “opt-out”, we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your “opt-out”, you may call us at 518-434-1730 and do so.

#### **Release of your information to third parties**

1. So long as you have not opted-out, 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 grant awards which make our services possible.
2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted 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 regulations to guard your nonpublic personal information.



## Affordable Housing Partnership

### Privacy Choices Form

You have the opportunity to “opt-out” of disclosures of your nonpublic personal information to third parties (such as your creditors), that is, direct us not to make those disclosures.

If you choose to “opt-out”, we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your “opt-out”, you may call us at 518-434-1730 and do so.

If you choose to “opt-out”, please check the box below to indicate your privacy choice.

Please limit disclosure of personal information about me to unaffiliated third parties.

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_



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# The Homeownership Center

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## Affiliated Business Arrangement Disclosure

The Affordable Housing Partnership has business relationships with affiliated housing service providers. We may recommend these services, though you are never required to use these providers.

**This form reminds you that you are not required to use the affiliate and are free to look for another provider with similar services. You are encouraged to shop around to determine that you are receiving the best services at the best rate.**

**Community Realty** is an assumed name of the Affordable Housing Partnership of the Capital Region, Inc. a New York not-for-profit 501(c)(3) organization. Community Realty offers real estate brokerage services, specializing in buyers' representation for first time homebuyers. They are specialists in first time homebuyer mortgage and grant programs.

From time to time the Affordable Housing Partnership of the Capital Region Inc. may receive financial support from and/or provide counseling services to various banks and credit unions. You are encouraged to shop for a lender of your choice.

In addition, the Affordable Housing Partnership of the Capital Region Inc. has a business relationship with the **Albany Community Land Trust**, including administration of its "Buyer 's Choice" program.

Customers and clients of the Affordable Housing Partnership of the Capital Region are encouraged to shop for the best services at the best rate. You are not required to purchase or other participate in home purchase or loan settlement products or services through our affiliates.

The Affordable Housing Partnership is also affiliated with **Capital Affordable Housing Funding Corporation** (CAHFC). CAHFC provided mortgage loans and shares staff with the Partnership. CAHFC mortgages are now serviced by Key Bank. If you seek counseling services concerning a CAHFC mortgage, you may want to consider using a less directly affiliated housing agency such as TRIP, Better Neighborhoods or Albany County Rural Housing Alliance.

*RESPA Disclosure – 5/30/2017*



## SAMPLE HARDSHIP LETTER

BORROWER NAME  
BORROWER ADDRESS

Re: Loan #

To Whom It May Concern:

### ***Explain what happened that led to the default...***

I am writing regarding my default in current payments to my mortgage loan. I began experiencing difficulty paying my loan when I lost my supplemental income starting in August. I was receiving child support payments totaling \$800, which stopped in July. I have filed the necessary petition in family court to address the non-payment issue and a judgment was entered in my favor however the support still remains unpaid. I am hopeful that it will resume soon as a warrant has been issued. I also lost my part time job in September.

### ***Advise of your efforts to prioritize the mortgagee...***

I have made every attempt to keep my mortgage up to date despite these set backs until my mortgage payment went up by \$200. I understand this was due to an increase in my escrow.

### ***Advise of your desire to retain the home and what you have done or plan to do to stabilize your income so you can pay. If unemployed, include your efforts to find employment (be brief) and your belief that you will...***

I wish to keep my home and view this as a temporary problem that I can resolve with your help. To date I have taken on a new part time job but it is currently per diem. My first assignment was this week and I'll not have a pay stub until next week. When I receive it, I'll forward a copy to you. I will also continue to look for another part time job. Aain I anticipate my child support will restart in the future.

### ***State what you would like them to do. If unemployed, ask for a reduced or suspended payment. If income is stable, ask for a payment plan or modification to permanently change the terms of your loan. ..***

I am asking for a temporary reduction in my payment for the next 6 months then a review of my circumstances to look at a repayment plan. I have met with a housing counselor at Affordable Housing Partnership and completed financial counseling. My budget can comfortably support a reduced payment of \$1200 per month.

Sincerely,

YOUR NAME

## **FORECLOSURE PROCEDURE**

- 1. Bank sends homeowner 90 day notice of intent to foreclose.**
- 2. Bank refers file to attorney.**
- 3. Summons is filed with the court in the county in which you live.**
- 4. Summons is served to the homeowner (and other lien holders).**
- 5. Court sends homeowner notice advising that a settlement conference can be requested.**
- 6. Bank's attorney asks court to appoint a 'referee' (a local 3<sup>rd</sup> party attorney who confirms figures for the court).**
- 7. Bank's attorney asks court for a judgment.**
- 8. Bank's attorney asks court to schedule a sale date to collect on the judgment.**
- 9. Sale date is advertised in local newspaper's Legal Notices approximately 3 times over a six week period.**
- 10. Sale occurs; County Court judge signs deed to bank shortly thereafter (10 to 12 months past due).**
- 11. Ten (10) day 'Notice to Vacate' is delivered to homeowners.**
- 12. Bank's attorney returns to County Court to request Eviction.**
- 13. County Court grants the eviction.**
- 14. Bank's attorney files eviction with the Sheriff's Department.**
- 15. Sheriff puts eviction on the calendar and delivers a three (3) day 'Notice of Eviction' to occupants.**
- 16. On eviction date, Sheriff escorts occupants from the building.**