

# Foreclosure Prevention Process Agreement

I, \_\_\_\_\_, hereinafter referred to as "I" agree as follows:

- 1) I agree to pay to Sovereign Filing Solutions (hereinafter SFS) for their assistance in the Foreclosure Prevention Process (hereinafter FPP), an upfront commencement fee of \$2500.00 upon the execution of this agreement. I also agree to pay SFS \$500.00 for the next two (2) months, at 30 thirty days intervals, from the date of signing this agreement for a combined total of \$3500.00.
- 2) I agree that I will furnish the following documents listed below to SFS or its sub-contractors in a timely manner in order to initiate and process my FPP:
  - a. Deed of Trust (All Pages)
  - b. Promissory Note (All Pages)
  - c. Any and All Assignments (For Current Loan)
  - d. Substitution of Trustee Appointment (If Applicable)
  - e. Notice of Default (NOD)
  - f. Notice of Trustee Sale (Where Applicable)
  - g. Notice of Acceleration (Where Applicable)
  - h. All Active Foreclosure Documents
  - i. Copy of Residential Mortgage Loan Application (1003)
  - j. Copy of Residential Mortgage Loan Transmittal (1008)
  - k. Final Good Faith Estimate (If Applicable)
  - l. Initial Truth in Lending
  - m. Final Truth in Lending
  - n. Final HUD 1, or HUD 1A if refinance
  - o. Notice of Right to Cancel
  - p. Lenders Closing Instructions
  - q. Borrower 1040 or W2 at time of financing
  - r. Appraisal at time of financing
  - s. All disclosures if applicable, such as Prepayment, Adjustable Rate, Interest Only, Negative Amortization, or Balloon Payment
  - t. Bankruptcy Documents (If Applicable)
- 3) I agree to actively participate in this FPP and will submit all correspondence(s) that is provided to me from my lender, servicer, lender's affiliates and or legal counsel in relation to my FPP to SFS in an expedient manner.
- 4) I agree that if my FPP is best suited to be litigated in a court of competent jurisdiction, I will be responsible for any and all fees associated therewith. I will make diligent efforts to perfect any additional fees regarding my FPP. I understand that my failure to comply may result in a negative impact on the outcome of my FPP and by no way of fault of SFS.
- 5) I agree that the scheduled foreclosure sale date of my property is at least 30 days from the date of execution of this agreement. If the scheduled foreclosure sale date is less than 15 days away, I understand that pervasive (RUSH) measures may need to be executed and I may incur additional fees.
- 6) I agree that if I do not perfect payment when due as stated in clause one (1) due to my lack of activity, falsification, or a violation of clause two (2) through five (5) will result in a willful breach and void this entire agreement. I understand that non-compliance with the terms of this agreement will constitute a voluntary waiver of my rights or claims for any services and payment(s) made to SFS and that all funds paid to SFS are deemed earned and non refundable.
- 7) I understand that SFS and its officers, directors, and or sub-contractors cannot guarantee me any results in any loan situation, or with any particular Lender(s). I attest that the estate of the principal shall hold harmless and

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indemnify SFS its officers, directors, agents, assigns and sub-contractors from all liability against any and all actions, claims, costs, damages, charges and expenses that I may be liable for acts done in good faith

- 8) SFS, and its officers, directors, and or sub-contractors do not engage in activities that could be considered the unlawful practice of law by conduct exhibiting or doing and performing services in a court of justice in any mater depending therein throughout the various stages and in conformity with the adopted rules of procedures. It includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court. Foreclosure Prevention Process Agreement
- 9) This agreement shall be governed by and construed in accordance with the laws of the State of Georgia and any dispute arising under or in connection herewith shall be presented in and determined by these courts exclusively.

By my signature below, I agree that I am of sound mind and have full capacity to contract, and that I agree to the aforesaid without qualification on this \_\_\_\_\_ day of the month \_\_\_\_\_, AD 201\_\_ to be effective immediately.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ First Witness Signature

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

Located at: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Property address goes here) \_\_\_\_\_

Second Witness Signature

Mailing Address if Different from above: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### FORECLOSURE POWER OF ATTORNEY BETWEEN PRINCIPAL AND AGENT

The undersigned, a natural man known as (Name) \_\_\_\_\_, as principal, an inhabitant on the Land in the original jurisdiction of the (state) \_\_\_\_\_ Republic, does hereby designate Sovereign Filing Solutions or their sub-contractors or agents (hereinafter SFS) as attorney in fact for the principal, to act in the following capacity in behalf of the principal.

- 1) The attorney in fact shall have the limited power to sign the principal's name to certain documents as if the principal himself were signing on said documents. The documents, upon which the attorney in fact shall have authority to sign the principal's name, are limited in scope to documents in direct relation to mortgage and foreclosure.
- 2) This special power of attorney shall become effective immediately and shall remain in effect until the documents are prepared or until revoked or terminated as specified in paragraph 3 or extended as specified in paragraph 4.
- 3) This power of attorney may be revoked, suspended or terminated in writing by principal with written notice to the designated attorney in fact.
- 4) This power of attorney may be extended as necessary by written authorization of principal with written notice to the designated attorney in fact.
- 5) That SFS in good faith has the power of attorney to represent Principals interests as them and to negotiate on Principals behalf.
- 6) The designated and acting attorney in fact and all persons dealing with the attorney in fact shall be entitled to rely upon this power of attorney so long as neither the attorney in fact nor any person with whom he was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or actual notice of any revocation, suspension, or termination of the power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.
- 7) Principal/The estate of the principal shall hold harmless and indemnify the attorney in fact from all liability for acts done in good faith and not in fraud of the principal.
- 8) The laws of The State of Georgia shall govern this power of attorney.

This power of attorney is signed on this \_\_\_\_\_ day of the month \_\_\_\_\_, AD 201\_\_ to be effective immediately.

Signature: \_\_\_\_\_

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

Located at: \_\_\_\_\_

(Property address goes here)

Mailing Address if Different from above: \_\_\_\_\_

\_\_\_\_\_  
First Witness Signature

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

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

\_\_\_\_\_  
Second Witness Signature

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

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