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Welcome to Boyette, Cummins & Nailos. We are more than confident that you will be satisfied with our services on your short sale. We will work hand in hand with you, your realtor and the lender to achieve a desired outcome. Boyette, Cummins & Nailos can also handle other legal issues for you that might arise for example: foreclosure defense, loan modification, bankruptcy, IRS issues, credit repair, personal judgments and much more.

Please find enclosed the Third Party Authorization and Agreement to Release that needs to be signed and returned to our office at your earliest convenience to give Boyette, Cummins & Nailos the authority to take over negotiations. Pursuant to the Fair Lending Law, you can also request that the lender does not contact you by phone regarding your loan being in default. If you would like that form processed on your loan, please sign and return to our office.

***Please note the following: The short sale package must be completed in its entirety and returned to our office in one complete package. Lenders will periodically request documentation and/or other file matters which result in very strict deadlines for these to be submitted. Please pay close attention to these deadlines. After you submit the file to our office and we have completed the necessary steps to process the file to the lender, you will be contacted with the name of the negotiator in our office that is handling your file. File updates will be given to your realtor weekly.**

Rest assured that we will be working closely on these transactions to make sure that your listings are moving forward with the short sale approval. Thank you for choosing Boyette, Cummins & Nailos for your business needs.

Yours sincerely,

Encl: BCN Short Sale Package



IMPORTANT: READ BEFORE PROCEEDING

BOYETTE, CUMMINS & NAILOS PACKAGE INSTRUCTIONS & POLICIES

Thank you for choosing Boyette, Cummins & Nailos to negotiate your short sale. The following are detailed instructions on completing and submitting a short sale file to our office. Please read these instructions carefully and be sure to fully execute all requirements so we may ensure the very best service for you and your client.

1. Use the checklist that we have provided on the following page of this package. It is designed to help you stay organized and ensure that you collect all necessary pieces of information required.
2. In order to submit a file to us you must have at least a valid offer on the property in question with a signed and dated purchase contract.
 - The day you sign the purchase contract you should also collect the following:
 - Detailed hardship letter (with same date and signature)
 - Financial statement (with same date and signature)
 - Any supporting documents requiring a date and signature
 - 60 days of bank statements as well as 30 days of paystubs
 - must be current to the day that the contract is signed
3. Once you have collected all necessary documentation requested, scan your file to PDF format and email to Heather Shaw at hshaw@bcnlawfirm.com as an attachment or bring to our office.
 - Once your package has been received, it will be submitted to our office manager to be assigned a file number, then assigned to a negotiator. At that time you will be notified of any missing or inaccurate documentation.
 - Your timeliness in addressing these issues (if any) will determine how long it takes for us to submit your file to the lender and begin our negotiations.
 - ***BE ADVISED THAT YOUR FILE WILL NOT BE SUBMITTED TO THE LENDER UNTIL ALL NECESSARY DOCUMENTATION IS RECEIVED.***
4. Once we have submitted your package to the lender we will need updated paystubs and bank statements from you on a **MONTHLY BASIS**. All lenders require us to continually update all files on a monthly basis for the duration of our negotiation.

Please understand that these instructions and policies have been put into place to help us better serve you. All information that we require is required by the lenders and our goal is to be proactive so that we may expedite every file as quickly as possible. If you have any questions or concerns please contact us directly at 352.394.2103.

THANK YOU!
~ YOUR BOYETTE, CUMMINS & NAILOS NEGOTIATING TEAM

WHAT IS A SHORT SALE?

A Short Sale is the sale of a home when sales proceeds do not fully pay off the existing loan(s) and lender(s) accepts a discounted payoff to fully satisfy the loan. The best part, the existing lender pays virtually all sales costs, including commissions, escrow and title fees and repair costs. You get your home sold, the loan(s) paid off and you avoid foreclosure.

IS A SHORT SALE RIGHT FOR ME?

Mortgage lenders are increasingly willing to work with borrowers faced with a financial hardship to accept a discounted payoff on a mortgage. If you are faced with a hardship that makes it likely you will be unable to meet your obligation on your mortgage, your lender would prefer to settle the matter with you as opposed to taking the property through foreclosure. As you consider the option of pursuing a Short Sale, remember your lender is looking to limit any potential loss on your loan. By completing a Short Sale, your lender has arrived at a solution that is, for them, much better than a foreclosure. Bottom line, your lender wants to work with you.

IF I DO A SHORT SALE, HOW MUCH WILL I HAVE TO PAY TO SELL MY HOME?

In most cases you will pay literally no sales costs if your lender approves the Short Sale. All commissions, title and escrow fees, and even most repair expenses are paid by the lender as part of the Short Sale approval. We will include the *following clause in the contract. "Seller's agreement to sell is subject to approval by existing lender of a Short Sale at no cost to Seller. Seller shall not be required to deposit funds to close escrow." Remember, lenders approve Short Sales and accept the resulting loss in an effort to avoid bigger losses through foreclosure.

CAN I SIMPLY DEED MY PROPERTY TO SOMEONE ELSE AND AVOID THE HASSLE?

Deeding your property to someone without paying off the loan is nearly always a bad idea. In the first place, the lender still considers you primarily responsible for payment on the loan. If loan payments do not get paid, or if the lender ultimately forecloses, this will show on your credit. Secondly, when you deed your property to someone else, you give up control of the property. Along with the deed goes the ability to control the property. Do not deed your property to someone without paying off the loan unless you have consulted with an attorney.

WHAT SORT OF HARDSHIP WOULD MY LENDER CONSIDER LEGITIMATE?

To some extent, that will depend upon the mortgage company considering the Short Sale request. Generally, so long as the hardship is real and the mortgage company believes the loan is likely to become delinquent as a result, the Short Sale request will be processed by the Loss Mitigation Department. A big key to getting Loss Mitigation to accept a hardship is to submit a strong hardship letter. The hardship letter sets the tone for the entire file. Below you will find a list of "hardships" that are common and frequently accepted by mortgage lenders.

- Family illness or injury
- Illness or injury in the extended family – particularly if it forces relocation
- Job relocation when the property is equity deficient
- Job loss or significant income loss
- Divorce or split of domestic partners
- Adjustment in mortgage payment or unforeseen increase in living expenses

I AM CURRENT ON MY MORTGAGE, WILL MY LENDER CONSIDER A SHORT SALE?

The answer is, maybe. Some lenders will accept a Short Sale file for approval on loans that are not delinquent. Other lenders will not accept the file until the loan is delinquent. We can put your Short Sale file together within a couple days and submit it for approval. That is the best way to determine if your lender will accept a file for approval on a loan that is current.

DO LENDERS APPROVE ALL SHORT SALES?

No. That is why it is critical to work with someone that has extensive experience at getting Short Sales approved. From the presentation of the Short Sale package to the lender to working with the lenders Loss Mitigations Department, we know how to keep the file moving towards approval.

I HAVE TWO LOANS, CAN I STILL DO A SHORT SALE?

Yes. We can work with both lenders (many times the same lender hold the 1st and the 2nd loans) to put together a Short Sale transaction. Even if the value of your home is below the balance of the 1st mortgage, we can normally get the two lenders to cooperate. In the end, neither lender wants to own another home through foreclosure.

I AM CONCERNED ABOUT MY CREDIT, HOW WILL A SHORT SALE AFFECT MY CREDIT?

The big key here is to avoid foreclosure. By nearly any measure, a foreclosure is the most damaging event your credit status can encounter - worse than bankruptcy. In the course of getting your short sale approved you may miss your mortgage payments, and these will show on your credit. By avoiding foreclosure, you will likely be able to resume normal borrowing (car loans, credit cards, consumer goods and such) relatively quickly

CAN AN OWNER PROFIT FROM A SHORT SALE?

The seller cannot profit (monetarily) from a pre-foreclosure short sale.

HOW DO BANKRUPTCIES AFFECT THE POSSIBILITY OF DOING A SHORT SALE?

Most mortgagees won't consider a short sale if the homeowner is in bankruptcy...why? Because negotiating a short sale payoff is considered a collection activity. Collection activities are prohibited in bankruptcy.

HOW LATE IN THE PRE-FORECLOSURE PROCESS CAN YOU START A SHORT SALE?

Try to allow a window of at least 90 days to effectuate a mortgagee approved, pre-foreclosure short sale.

WHY DO LENDERS AGREE TO A SHORT SALE?

Lenders agree to a short sale simply because it is cheaper to accept a lesser payoff amount than to incur expenses related to a foreclosure proceeding and subsequent real estate auction. This is generally done when the real property is in pre-foreclosure and there is little chance of the borrower finding the funds required to cure the default. This is similar in nature when creditors agree to settle credit card debts.

HOW DOES A BORROWER QUALIFY FOR A SHORT SALE?

In order for a lender to accept the short sale proposal of a borrower, the latter needs to document that there are several reasons why it is unreasonable to assume that any default could be cured by the borrower in a reasonable amount of time.

- The real estate market has dropped to such an extent that the borrower is now upside down in the mortgage and the house is actually worth less than what is currently owed on it.
- The mortgage payment history shows that default is already incurred or imminent.
- The borrower can prove that the financial situation has changed considerably since incurring the mortgage and these changes are precluding him from making any more mortgage payment in the amount required. In addition, because of the borrower's current fiscal problems it is unlikely that any defaults will be cured.
- The borrower must demonstrate that it would be beyond his fiscal resources to make up the difference between the home's market value and the outstanding mortgage. This may be done by submitting proof of unemployment, divorce, medical emergencies, bankruptcy, or death of a family member.

WHAT HAPPENS AFTER THE SHORT SALE?

Even though an approval for a short sale does not actually guarantee that the borrower will be able to unload the real property he can no longer afford, oftentimes the sale does go through. In the aftermath of such a sale, there are still some other consequences to consider. For example, the amount of money forgiven by the lender is considered income to the borrower and he must declare it on his taxes.

ARE YOU FACING A FORECLOSURE OR HAVE YOU BEEN SERVED?

Florida foreclosure law states that lenders have the right to initiate a judicial foreclosure in the event that a borrower defaults on their mortgage agreement and is unable to pay the balance of the mortgage loan. A foreclosure is the lender's way of recouping the costs of the mortgage loan and the borrower's way of making good on the loan when they cannot make the mortgage payments. The process of completing a foreclosure in the State of Florida typically takes around five months from beginning to end.

Florida Foreclosure Law Procedures

Under Florida foreclosure law, a foreclosure is begun when the lender files a lawsuit against the borrower suing for control of the property due to a default on the mortgage agreement. A copy of the lawsuit and a notice to appear in court to answer the charges is sent to the borrower, who has an obligation to appear at the court hearing to explain why the mortgage agreement has gone into default. If the borrower fails to appear at the court hearing, a judgment may be issued in favor of the lender allowing the borrower no recourse to stop the foreclosure on the property. The borrower must adhere to the rulings of the court, whether or not they were present at the hearing where the judgment was issued, according to Florida foreclosure law.

Florida foreclosure law does not require the lender to give the borrower prior notice of their intent to begin foreclosure proceedings against the borrower, unless the mortgage agreement or deed of trust specifies that personal prior notice of the intent to begin foreclosure must be given to the borrower within a specific period of time before the foreclosure process may begin. If personal notice is required, the lender must send the notice of intent via certified or registered mail. The lender is not required to notify all parties of their intent to file for foreclosure; they are only required to notify the primary borrower listed on the mortgage agreement.

Once a court action and a notice of pending lawsuit is filed against the borrower, the foreclosure proceedings have begun. The borrower has the option of stopping the foreclosure at any point until the date of the foreclosure sale by paying off the entire balance owed to the lender, not just the amount that the borrower is in default. If the borrower cannot find the funds to pay off the balance of the loan, then the property will be sold at a foreclosure sale by the lender once they receive a foreclosure judgment in their favor by the Florida courts. Florida foreclosure law requires that the details of the foreclosure sale be listed in the foreclosure judgment and be adhered to throughout the foreclosure sale process.

Note: You should always seek the advice of an attorney when legal documents have been served on you. Failure to respond within the timeframe given can result in a default being entered against you. As such, a judgment may be issued in favor of the lender allowing the borrower no recourse to stop the foreclosure on the property.

HARDSHIP LETTER GUIDELINES

Remember to state the following items in your hardship letter:

1. **Hardships-** What are your hardships (current and past). For example- unemployed, car accident, medical problems (personal or family), etc. Go into a little detail about each hardship. The following are the most important messages to get across to the Lender:
 - a. Why you will not be able to be current again on your loan.
 - b. We do not have enough income to make these payments.
 - c. We are leaving the property.
2. **Your Assets-** Explain that you have not assets with which to continue paying.
3. **Any signed exemptions of documents-** If you do not have bank statements, pay stubs or tax returns, you will need to explain the reason in more detail in your letter as to “why” you cannot provide those documents. (i.e. I’ve been unemployed for 6 months and have not been able to find work) Note- realize that if you don’t have tax returns, then the bank will ask for Extension-Filings. So if you don’t have Extension-Filings either, explain why in this letter. (i.e. “I haven’t worked in over 2 years and so I haven’t filed taxes nor extensions”, or “I haven’t filed my tax returns for the past 2 years and I failed to file extensions as well).
4. **Bankruptcy-** You could also mention “I don’t want to have to file bankruptcy.”

SAMPLE HARDSHIP LETTER

To Whom It May Concern:

I have been unable to make my payments on my house, and I am now facing foreclosure. My inability to keep up with the monthly payments is the result of (loss of job, illness, accident, death or disability of a wage earner- describe in detail what your hardship is).

In spite of my current financial difficulties, I expect that it will only get (better/worse). I am not in a position to continue making my mortgage payments. This was not at all what I intended, but I have come to the conclusion that this is my only option.

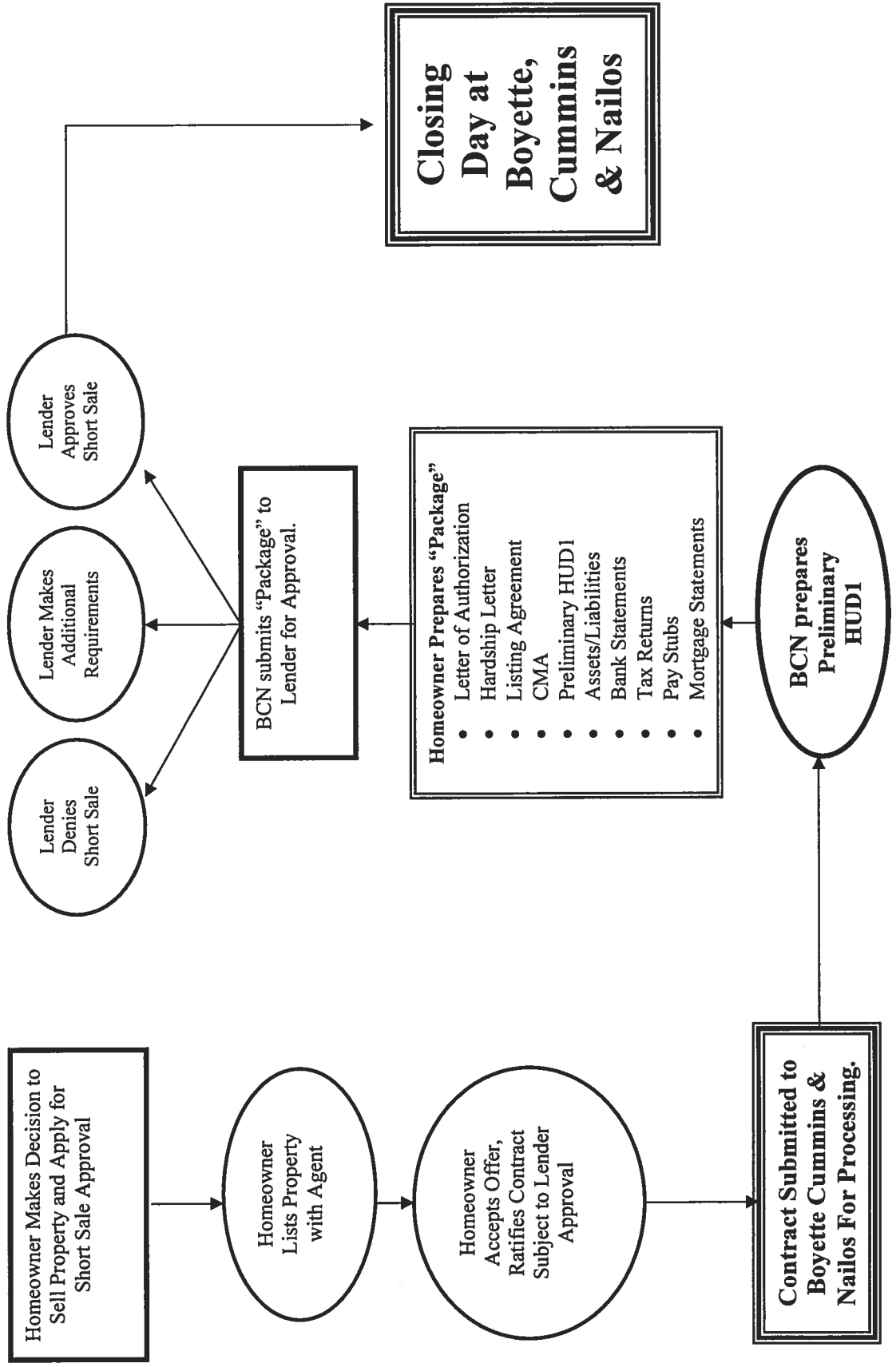
Your help and consideration in this matter are very much appreciated.

Signature

Date

Printed Name

SHORT SALE FLOW CHART





SHORT SALE CHECKLIST

FINANCIAL INFORMATION

- Tax Information
 - Two most recent 1040's
 - Two most recent W2's
- Two Months Most Recent Bank Statements- all pages
- 30 days Most Recent Paycheck Stubs or Commission Check Stubs
- Self Employed – Current Year to Date Profit & Loss

HARDSHIP INFORMATION

- Hardship Letter written and signed and dated by seller
- Any documentation supporting the hardship letter
- ~ (i.e. Medical Bills, Child Support/Alimony Payments, etc.)

MORTGAGE AND OTHER RELATIVE PROPERTY INFORMATION

- 1st Mortgage Statement
- 2nd Mortgage Statement (if applicable)
- Recent Real Estate Tax Bills (if available)
- Condo Association Contact info. Are you delinquent? Yes or no
- Any recent water/ sewer Bills (if available)

BOYETTE CUMMINS & NAILOS DOCUMENTS TO BE COMPLETED BY SELLER

- Authorization Form
- Monthly Budget
- L & L Disclosure

INFORMATION TO BE PROVIDED BY LISTING AGENT/BUYER'S AGENT

- Listing Agreement
- Purchase & Sale Agreement
- Commitment Letter from new Lender for the Buyer
- Seller Contact Information Sheet
- Realtor Contact Information Sheet



**BOYETTE
CUMMINS
& NAILOS**

ATTORNEYS AT LAW

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** OF COUNSEL

SHORT SALE REQUEST
AUTHORIZATION FORM

1st Mortgage Co: _____ Loan #: _____

2nd Mortgage Co: _____ Loan #: _____

3rd Mortgage Co: _____ Loan #: _____

Borrower's Name: _____

Property Address: _____

Please note this in your system

I _____ with Social Security Number 000-00-_____ hereby authorize my above mortgage company to discuss my account with the following:

My designated Agent (s):

Email address

- | | |
|--|---|
| 1. <u>HEATHER SHAW</u> | <u>hshaw@bcnlawfirm.com</u> |
| 2. <u>MISSY NEUBECKER</u> | <u>mneubecker@bcnlawfirm.com</u> |
| 3. <u>DANA BRODERICK-PURVIS</u> | <u>dpurvis@bcnlawfirm.com</u> |
| 4. <u>MICHELE GIBBS</u> | <u>mgibbs@bcnlawfirm.com</u> |
| 5. <u>DEBBIE FAGAN</u> | <u>dfagan@bcnlawfirm.com</u> |
| 6. <u>KATHY DIVINE</u> | <u>kdivine@bcnlawfirm.com</u> |
| 7. <u>K.WADE BOYETTE, JR</u> | <u>wboyette@bcnlawfirm.com</u> |

As my designated agent(s) further, you are authorized to discuss as well as deliver documents to my designated agent concerning my account. I understand that I will be fully responsible for reviewing any information that is sent by my mortgage company to my Designated Agent.

Borrower's Signature Social Security # Date

Co-Borrower's Signature Social Security # Date



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CLIENT INFORMATION

DATE: _____

SELLER: _____ SELLER SSN: _____

CO-SELLER: _____ CO-SELLER SSN: _____

SELLER DATE OF BIRTH: _____ CO-SELLER DATE OF BIRTH: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

HOME #: _____ CELL#: _____ CO-SELLER CELL# _____

EMAIL: _____ CO-SELLER EMAIL: _____

EMPLOYER: _____ PHONE #: _____

ADDRESS: _____

CO-SELLER EMPLOYER: _____ PHONE #: _____

ADDRESS: _____

LENDER INFORMATION

1ST LENDER: _____ ACCT #: _____

PHONE #: _____ FAX #: _____

2ND LENDER: _____ ACCT #: _____

PHONE #: _____ FAX #: _____

OTHER LIENS: _____

HOA INFORMATION: THIS SECTION MUST BE COMPLETED IF THERE IS AN HOA FOR THIS PROPERTY.

NAME OF HOA: _____

ADDRESS: _____

ARE HOA DUES CURRENT: _____ HOW MANY MONTHS DELINQUENT?: _____

CONTACT AT HOA: _____ HOA DUES: _____ MONTHLY/QUARTERLY/ ANNUAL



AGENT AND BUYER INFORMATION

SELLERS AGENT

NAME: _____
COMPANY: _____
OFFICE PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____

BUYERS AGENT

NAME: _____
COMPANY: _____
OFFICE PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____

BUYERS INFORMATION

BUYER 1

FIRST AND LAST NAME _____
ADDRESS: _____ CITY: _____
STATE: _____ ZIP: _____
PHONE NUMBER: _____ FIRST FIVE OF SSN: _____ D.O.B: _____
MARTIAL STATUS: MARRIED SINGLE DIVORCED
HOW DO YOU WISH TO TAKE TITLE: _____

BUYER 2

FIRST AND LAST NAME _____
ADDRESS: _____ CITY: _____
STATE: _____ ZIP: _____
PHONE NUMBER: _____ FIRST FIVE OF SSN: _____ D.O.B: _____

(Rev. January 2011)

Department of the Treasury
Internal Revenue Service

► **Request may be rejected if the form is incomplete or illegible.**

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
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2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
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3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)

4 Previous address shown on the last return filed if different from line 3 (See instructions)

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► 1040

a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days.

c **Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 **Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
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Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Sign Here	<table border="1"> <tr> <td>Signature (see instructions)</td> <td>Date</td> <td rowspan="2">Telephone number of taxpayer on line 1a or 2a</td> </tr> <tr> <td colspan="2">Title (if line 1a above is a corporation, partnership, estate, or trust)</td> </tr> </table>	Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a	Title (if line 1a above is a corporation, partnership, estate, or trust)	
	Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a			
	Title (if line 1a above is a corporation, partnership, estate, or trust)					
<table border="1"> <tr> <td>Spouse's signature</td> <td>Date</td> </tr> </table>	Spouse's signature	Date				
Spouse's signature	Date					

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self help-service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia (After June 30, 2011, send your transcript requests to Kansas City, MO)	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592
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Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.



SHORT SALE DISCLOSURE

- Thank you for choosing Boyette, Cummins & Nailos for the sole purpose of negotiating a short sale of your (hereinafter "Seller's") real property located at: _____ (hereinafter referred to as "the Property"). A "short sale" is a voluntary sale of the Property for a price that is less than the total amount of any mortgages and/or liens that currently encumber the Property.
- During this process, Boyette, Cummins & Nailos will negotiate with the Seller's mortgage and/or lien holders to short sell the Property. In order to effectuate a successful short sale, all of the Seller's mortgage and/or lien holder(s) must approve the proposed short sale that is negotiated by Boyette, Cummins & Nailos.
- In order to effectively negotiate the short sale, Seller must provide any relevant financial and other personal information to Boyette, Cummins & Nailos upon request. Upon receipt, the information will be submitted to Seller's mortgage and/or lien holder(s). The information will permit the mortgage and/or lien holders to fully analyze the requested short sale.
- In order for Boyette, Cummins & Nailos to commence the negotiation process with the mortgage and/or lien holder, Seller must read, fully understand and acknowledge all provisions set forth below. The provisions set forth fully disclose the terms of the engagement and scope of services offered by Boyette, Cummins & Nailos. The provisions also fully disclose the limitations on Boyette, Cummins & Nailos' services offered.
- Boyette, Cummins & Nailos does not accept any upfront fees or payments from Seller.
- After Seller has read and fully understood each provision, Seller must initial each provision to verify that said provision has been fully read and understood. If the Seller does not fully understand the terms of the Disclosure, Seller shall consult independent counsel in Seller's applicable jurisdiction.
- Boyette, Cummins & Nailos looks forward to working with you to assist in the successful sale of your Property.
- The Seller(s) understand and acknowledge that:

- _____ 1. All short sales are solely subject to the approval of all of Seller's mortgage and/or lien holders associated with the Property.
- _____ 2. Boyette, Cummins & Nailos does not warrant and cannot guarantee that Seller's mortgage and/or lien holders will approve the proposed short sale. Seller's mortgage and/or lien holder(s) are under no obligation to approve the proposed short sale. The decision to approve said short sale rests solely within the discretion of the mortgage and/or lien holder(s). Further, Boyette, Cummins & Nailos cannot guarantee and make no representation that it will be able to stop, postpone or cancel any foreclosure proceedings initiated by any mortgage and/or lien holder(s).
- _____ 3. Seller hereby acknowledges that no proceeds from the sale of the subject Property will be received by Seller. All net proceeds from the short sale of Seller's home, including any refunded insurance premiums, shall be paid to Seller's mortgage and/or lien holders.

SHORT SALE DISCLOSURE CONTINUED

- _____ 4. Seller agrees to provide any and all documents and/or information requested by Boyette, Cummins & Nailos for the purpose of processing and negotiating the proposed short sale. Seller further agrees that it is Seller's affirmative obligation to immediately notify Boyette, Cummins & Nailos of any and all foreclosure proceedings initiated by any party. Seller is responsible to receive and open any and all notifications regarding the subject Property received by mail and/or service of process. If Seller does not reside at the subject Property or there has been a change in Seller's mailing address, Seller must notify the mortgage and/or lien holders of the new address to ensure receipt of all notices.
- _____ 5. Seller acknowledges that the mortgage and/or lien holder(s) may accept Seller's proposed short sale and issue a lien release while preserving its right to pursue a judgment against Seller for any deficiencies owed as a result of the mortgage and/or lien holder(s) agreement to accept less than a full payoff. Boyette, Cummins & Nailos does not warrant and cannot guarantee that a deficiency resulting from the short sale will be forgiven, waived and/or cancelled by the mortgage and/or lien holder(s). Various jurisdictions may be governed by an anti-deficiency statute that prohibits mortgage and/or lien holder(s) from seeking a deficiency judgment against Seller. The scope of Boyette, Cummins & Nailos' service does not include negotiating settlements in the event the mortgage and/or lien holder(s) seek to recover monies from Seller stemming from a deficiency balance that may exist after closing. Seller further acknowledges that Seller has been advised to seek the advice of legal counsel in Seller's jurisdiction to determine whether an anti-deficiency statute or various applicable laws govern the recourse rights of mortgage and/or lien holder(s) which may affect the Seller's decision to proceed with a short sale.
- _____ 6. The acceptance of a payoff for less than the full amount owed to Seller's mortgage and/or lien holder(s) may be reported to the credit bureaus, which may negatively impact Seller's credit rating and serve as an impediment on Seller's ability to obtain future credit. Boyette, Cummins & Nailos does not negotiate with any credit bureau on behalf of Seller.
- _____ 7. The mortgage and/or lien holders may forgive a portion or all of Seller's debt, which may be considered income to Seller. Seller should consult an independent, qualified professional regarding any questions or concerns regarding any potential tax liabilities of a short sale.
- _____ 8. Seller is not obligated to pay Boyette, Cummins & Nailos in advance for the negotiation of Seller's payoff(s). Seller acknowledges that Seller understands that Boyette, Cummins & Nailos will seek compensation from the mortgage and/or lien holder(s) from the proceeds of the short sale. Boyette, Cummins & Nailos will not claim, demand, charge, collect or receive any compensation until after Boyette, Cummins & Nailos has fully performed or attempted to perform each and every service in an effort to effectuate the short sale of the Property. Compensation is approved by the mortgage and/or lien holder(s). Compensation is deducted from the net proceeds that the mortgage and/or lien holder(s) have agreed to accept by approving the short sale.
- _____ 9. Seller agrees and acknowledges that Boyette, Cummins & Nailos has made no promises, guarantees, or representations made to Seller which are contrary to the disclosures and information contained herein. Seller(s) may accept or reject any short sale approval presented to them resulting from our negotiation of the short sale. Seller(s) have read, understand and acknowledge the foregoing Short Sale Disclosure and fully agree with the terms and conditions contained herein.
- Seller(s) have read, understand and acknowledge the foregoing Short Sale Disclosure and fully agree with the terms and conditions contained herein.

Name date

witness

Name date

witness