

# ADAMS & ASSOCIATES, P.A.

Tel: (888) 724-9860

Fax: (305) 824-3868

Email: [lawyers@richardadamslaw.com](mailto:lawyers@richardadamslaw.com)

[www.RichardAdamsLaw.com](http://www.RichardAdamsLaw.com)

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## FORECLOSURE LAWSUIT / NO FORECLOSURE LAWSUIT ACKNOWLEDGMENT

We need to know if a foreclosure lawsuit has been filed against this property.

Has a foreclosure action been filed against you in connection with this property? If so, provide the foreclosure case number below.

If no foreclosure action has been filed against you as of yet in connection with this property, please indicate so below by marking the line "no foreclosure lawsuit" with an X.

FORECLOSURE CASE # \_\_\_\_\_

NO FORECLOSURE LAWSUIT \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

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6500 Cow Pen Road  
Suite 101 & 102  
Miami Lakes, FL 33014

7300 Biscayne Blvd.  
Suite 200  
Miami, FL 33138

2828 Coral Way  
Suite 470  
Coral Gables, FL 33145

950 S. Pine Island Road  
Suite 1040  
Plantation, FL 33324

12600 SW 120<sup>th</sup> Street  
Suite 106  
Miami, FL 33186

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## RECONOCIMIENTO DE DEMANDA DE EJECUCION HIPOTECARIA / DEMANDA DE EJECUCION HIPOTECARIA

Necesitamos saber si una demanda o acción de ejecución hipotecaria ha sido presentada en contra de esta propiedad.

Ha sido una acción de ejecución hipotecaria presentada en su contra en relación con esta propiedad? Si es así, indique el número de caso de ejecución hipotecaria a continuación.

Si no acción de ejecución hipotecaria ha sido presentada en su contra hasta el momento en relación con esta propiedad, por favor indíquelo marcando a continuación la línea de “no hay demanda de ejecución hipotecaria” con una “X”.

Por favor, firme usted el reconocimiento de haber recibido este formulario a continuación.

NUMERO DE CASO DE EJECUCION HIPOTECARIA # \_\_\_\_\_

NO DEMANDA DE EJECUCION HIPOTECARIA \_\_\_\_\_

\_\_\_\_\_  
FIRMA DEL CLIENTE

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## BANKRUPTCY CASE ACKNOWLEDGEMENT

We need to know if you have a pending bankruptcy case or have filed for bankruptcy at any time in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

Does your spouse have a pending bankruptcy or has your spouse filed for bankruptcy anytime in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

Has anyone on the title to your property files for bankruptcy, presently or at any time in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

Please provide the contact information for you or your spouse's or other title holder's bankruptcy attorney below:

Bankruptcy Case # \_\_\_\_\_

Bankruptcy Attorney representing you, your spouse or other title holder:

\_\_\_\_\_

Please sign your acknowledgement of having received this form below.

\_\_\_\_\_  
CLIENT SIGNATURE

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## HOMEOWNER'S SHORT SALE DOCUMENT CHECKLIST

Owner's Name \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. Contact Information Sheet
2. Last Two months of bank statements (checking, savings, other accounts)
3. Last Two paychecks stubs
4. Last Two years of tax returns
5. Authorization to Release Information
6. Financial Hardship Letter
7. Financial Worksheet from Seller
8. Most recent mortgage statement(s) (1<sup>st</sup> lien, 2<sup>nd</sup> lien, 3<sup>rd</sup> lien, if applicable)
9. Comparative Market Analysis (CMA)
10. Listing Agreement
11. Residential Contract for Sales and Purchase
12. Comprehensive Rider to the Residential Contract for Sales and Purchase

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## CONTACT INFORMATION SHEET

1<sup>st</sup> Borrower's Name \_\_\_\_\_

2<sup>nd</sup> Borrower's Name \_\_\_\_\_

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

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

1<sup>st</sup> Borrower's Social Security Number: \_\_\_\_\_

1<sup>st</sup> Borrower's Phone Number: \_\_\_\_\_

1<sup>st</sup> Borrower's Fax Number: \_\_\_\_\_

1<sup>st</sup> Borrower's E-mail: \_\_\_\_\_

2<sup>nd</sup> Borrower's Social Security Number: \_\_\_\_\_

2<sup>nd</sup> Borrower's Phone Number: \_\_\_\_\_

2<sup>nd</sup> Borrower's Fax Number: \_\_\_\_\_

2<sup>nd</sup> Borrower's E-mail: \_\_\_\_\_

1<sup>st</sup> Mortgage Name: \_\_\_\_\_

1<sup>st</sup> Mortgage Loan No.: \_\_\_\_\_

2<sup>nd</sup> Mortgage Name: \_\_\_\_\_

2<sup>nd</sup> Mortgage Loan No.: \_\_\_\_\_

Equity Line or Line of Credit Name: \_\_\_\_\_

Equity Line or Line of Credit Loan No.: \_\_\_\_\_

How many properties do you own? \_\_\_\_\_

Realtor's Name and Number \_\_\_\_\_

Is the Homeowner's Association current? \_\_\_\_\_ If now, what is the balance due? \_\_\_\_\_

Is this your Primary Residence? \_\_\_\_\_ Is the Seller interested in H.A.F.A.? \_\_\_\_\_

Is the property vacant? \_\_\_\_\_

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## FINANCIAL WORKSHEET

Borrower's Name: \_\_\_\_\_ Co-Borrower's Name: \_\_\_\_\_  
1<sup>st</sup> Loan Number: \_\_\_\_\_ 2<sup>nd</sup> Loan Number: \_\_\_\_\_

### Income:

	DEBTOR'S INCOME	CO-DEBTOR'S INCOME	TOTAL
Primary Job			
Part-time Job			
Commissions/Bonuses			
Child Support/Alimony Received			
Rental Property Income			
Interest Income			
Retirement-Civil Service			
Support/Alimony			
Social Security			
Room & Board/Rental Income			
Contracts Receivable			
Other Income:			
TOTAL NET INCOME	\$	\$	\$

Borrower pay period: \_\_\_\_\_ Co-Borrower pay period: \_\_\_\_\_

### Expenses:

	MONTHLY PAYMENT	BALANCE	NAME OF CREDITOR
Home Mortgage			
2 <sup>nd</sup> Mortgage			
Auto Loan			
Auto Loan			
Creditor			
Creditor			
Creditor			
Creditor			
Creditor			

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## AUTHORIZATION TO RELEASE INFORMATION TO LENDER/BANK AND/OR HOMEOWNER'S/CONDOMINIUM ASSOCIATION

I hereby authorize \_\_\_\_\_ of \_\_\_\_\_ and/or designated agent, assistant, title company or its agents to verify any and all information pertaining to the mortgage or property references below and any additional financial information related to this property including homeowner's condominium association, taxes, liens and any other encumbrances.

Property Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1<sup>st</sup> Lender's Name: \_\_\_\_\_  
Mortgage Company: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2<sup>nd</sup> Lender's Name: \_\_\_\_\_  
Mortgage Company: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Condominium/Homeowner's Association (If Any)

Account Number: \_\_\_\_\_ Management Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Authorized By: \_\_\_\_\_

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Borrower Signature	Social Security	Date of Birth
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\_\_\_\_\_  
Printed Name

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Co-Borrower Signature	Social Security	Date of Birth
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\_\_\_\_\_  
Printed Name

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	MONTHLY PAYMENT	BALANCE	NAME OF CREDITOR
Student Loans			
Alimony/Support			
Child Care			
IRS			
Chapter 13 Bankruptcy			
Electricity			
Heating Fuel			
Water & Sewer			
Telephone			
Cable TV			
Auto Insurance			
Health Insurance			
Life Insurance			
Medical/Dental Expenses			
Homeowner's Insurance			
Real Estate Tax			
Personal Property Tax			
Groceries			
Transportation, Tolls, Parking			
Clothing			
Dry Cleaning/Laundry			
Cell Phone			
Internet Service			
H.O.A. dues			
Recreation/Entertainment			
<b>TOTAL MONTHLY EXPENSES</b>	\$ _____	\$ _____	\$ _____

A. Total Monthly Income:      \$ \_\_\_\_\_      \$ \_\_\_\_\_  
 B. Total Monthly Expenses:      \$ \_\_\_\_\_      \$ \_\_\_\_\_  
 C. Residual Income:      \$ \_\_\_\_\_      \$ \_\_\_\_\_

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I/We have described my/our financial condition on this Financial Worksheet and certify that all information, as well as all attachments, is true, accurate and correct to the best of my/our knowledge.

I/We hereby authorize my/our lender, servicer, Veterans Affairs, FHA/HUD, the investor or the Mortgage Insurers to 1) order a credit report from any of the national credit reporting agencies 2) order a title search from any title agency, and 3) verify the accuracy of the information contained in this Financial Worksheet, including without limitation, any current or previous employment information.

I/We agree that I/we will notify the agent, my lender, VA, FHA/HUD, the investor, or the Mortgage Insurers immediately of any material change in the financial information that I/We have provided herein. If I/We fail to do so, or if it is determined that the financial information provided has been misrepresented by me/us, I/We shall be liable for all costs incurred or damages suffered by lender, servicer, VA, FHA/HUD, the investor, the mortgage insurers or agent.

\_\_\_\_\_  
BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT SELLER'S NAME

\_\_\_\_\_  
PRINT SELLER'S NAME

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## ENGAGEMENT LETTER

Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Seller/Owner:  
Property Address:

Dear \_\_\_\_\_:

This is to confirm that this law firm will represent you in attempting to mitigate or negotiate a short or reduced payoff with your mortgage lender (above-referenced) for a flat fee of \$3,500.00 (or amount approved by seller's lender) payable at time of closing. At the time of closing, the fee will be paid by the seller's lender and not by the seller himself/herself. If the closing does not take place for whatever reason, client will not have to pay attorney the fee. Also, if the seller's lender negotiates a reduction of the \$3,500.00 fee, seller will not be responsible for the difference. Neither seller nor seller's real estate agent will ever be responsible for the fee or any portion thereof. The fee is solely in consideration of our attempting to obtain a short payoff of your mortgage(s) so as to allow you to sell your above-referenced property and thereby hopefully minimize the damage to your credit caused by the foreclosure of said property. In the event the lender disallows all or part of our fee, but otherwise approves the short sale, you are not obligated to pay this fee. Also, you acknowledge that because it is a short sale transaction, you will not be allowed to net any proceeds at closing (\$0.00 to seller). Moreover, you agree to cooperate in that you will provide us with a copy of any documents or information necessary to process your short sale payoff, and to cooperate in that you will attend closing and sign all documents necessary to effectuate the sale at closing.

We have also explained to you, and you understand, that our law firm's representation is strictly limited to our assisting you in attempting to obtain a short sale payoff with your lender, and not for any litigation. Therefore, we will not monitor the foreclosure case; it is your responsibility to know the status of your foreclosure case and to alert or notify us in writing of a closely approaching foreclosure sale date. If a foreclosure action has been filed against you, you should immediately notify us in writing and we will entertain entering into a separate fee agreement for the defense of your foreclosure. And, you will be required to pay us additional attorney's fees for the defense of your foreclosure case, as that represents a completely separate engagement or representation. A separate fee agreement will have to be entered into for the foreclosure representation. Of course, you may hire separate counsel to represent you in the foreclosure action. You should act promptly in this regard if you are served with a foreclosure action or a foreclosure pleading, as time is of the essence in a foreclosure proceeding.

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Our law office is a debt relief agency helping people to file for bankruptcy relief under the bankruptcy code.

\_\_\_\_\_Initials

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Moreover, it should be clear that we are not representing you in connection with obtaining a modification of the mortgage of your property, reinstating your mortgage, nor in connection with any type or chapters of bankruptcy. This representation is limited solely to attempting to obtain a short sale payoff of your mortgage(s). If you decide that you would like us to represent you for a mortgage modification, reinstatement, foreclosure defense and/or bankruptcy, you must notify us in writing and we will need to enter into a separate fee agreement requiring additional fees and a separate engagement. Of course, you may hire separate counsel to represent you for any of these matters.

If we are not successful in obtaining a short sale of the mortgage, you may need to reinstate (come up with all of the arrears) the mortgage or file for Chapter 13 Bankruptcy to avoid losing the property; otherwise, a foreclosure action may be filed against you. If a foreclosure action is filed against you and you do not reinstate the mortgage or file for bankruptcy, a foreclosure judgment will be entered against you and you will lose title to the property at the foreclosure sale, and further you will be responsible for any deficiency balance resulting from the foreclosure sale. Again, if a foreclosure action is filed against you, you should immediately retain us (in writing by separate agreement) to handle that matter (or another foreclosure attorney) to represent you in the foreclosure proceeding.

The short sale process, if successful, can take anywhere from one to six months to complete, depending on the extent of your cooperation and the lender's handling your particular short sale case. Please be patient during this process. Also, please keep us informed as to any changes in your employment status or income during the short sale process. Any changes in the aforementioned can impact your short sale. You must also immediately provide us with copies of any documents/correspondence you receive from your lender at any time during the short sale process.

Moreover, it should be clear as to when our representation ends or is complete. Our representation ends once your lender approves or disapproves a short sale payoff of your mortgage(s). If the lender approves a short sale payoff, then we will collect our fees at closing in the closing statement.

It should also be clear that your lender may pursue a deficiency judgment against you for the difference of the agreed short sale payoff and the original total balance due on the mortgage. This is unless your lender agrees to release you on the deficiency at time of closing. Should your lender not agree to release you, your lender may then sue you in the future at any time to enforce the deficiency balance which you will remain liable for. Do not proceed with the short sale if you do not agree with this potential liability.

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Moreover, it should be noted that there may be tax consequences associated with entering into the short sale. Specifically, the IRS may treat the deficiency balance as income therefore subject to income taxes. The income tax could turn out to be a significant sum depending on the amount of the deficiency balance as well as your income bracket. We can advise you in this regard; as to whether your particular transaction may result in a tax liability to you. Regardless, you are advised to seek guidance from an independent tax advisor and/or CPA before proceeding with the short sale.

Also, client understands and acknowledges that client's short sale file with attorneys constitutes confidential information which attorney shall not divulge to third parties. However, client hereby consents to divulging the short sale file to client's realtor in this transaction as well as client's title/closing agent in this transaction as well as buyer's realtor in the transaction. It has been explained to client that client does not have to consent to allowing realtors and/or closing/title agent to view their file, however, client is permitting such in this instance in that client feels he/she will likely benefit from realtors and/or title/closing agent knowing the status and particulars of the short sale mitigation process. Realtors and/or title agent will be able to view client's computer file electronically.

Client understands that Adams & Associates, PA is representing Client on a contingency basis, and that Adams & Associates, PA's fees are normally heavily discounted by the short sale lender. If Client declines a counter-offer from the short sale lender, investor and/or mortgage insurance company, and Client's file is declined or closed by the short sale lender as a result, Adams & Associates, PA will not resubmit the file on a contingency fee basis. If Client wants to initiate a short sale process again, the Client will have to pay Adams & Associates, PA's short sale processing fee of \$3,500.00 upfront, before Adams & Associates, PA is obligated to initiate the short sale process again.

Client acknowledges and understands that in many instances estoppels letters are ordered from Client's home owners association in order to expedite the short sale process and closing of the transaction given the short sale lender's constrained deadlines for closing. The costs for the estoppels letters are advanced by Title Partners of Florida, Inc., the title company that closes all of Adams & Associate's short sale files. The cost paid by Title Partners of Florida, Inc. for the estoppel letter(s) varies by home owner's association. The cost can be anywhere from \$150.00 to \$500.00, or more. If Client's file is declined or closed by the short sale lender for any reason, Title Partners of Florida, Inc. will seek reimbursement of the estoppel costs it paid to the home owner's association pursuant to Section 718.116 (8)(d) of the Florida Statutes. That statute provides that the refund is the obligation of the unit owner, and the association

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may collect and the association may collect it from that owner in the same manner as an assessment as provided in Section 718 of the Florida Statutes. Examples of when Client's short sale file will be declined or closed by the short sale lender include, but are not limited to, if Client declines a counter-offer from the short sale lender, investor and/or mortgage insurance company, the buyer walks away from the transaction even though Client was not at fault, Client decides to pursue another loss mitigation outcome with the lender (such as deed in lieu or mortgage loan modification), or Client decides not to proceed with the short sale.

Client acknowledges and understands that client must immediately provide us with copies of any foreclosure documents/pleadings or correspondence client receives from his above-referenced lender or other lenders.

By executing this engagement letter, you understand that this firm reserves the right to withdraw their representation on prior notice to client. Client also has the right to terminate attorney's representation upon prior written notice to attorney.

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties agree to waive their right to a trial by jury. The parties further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Miami Dade County, State of Florida. In the event that litigation results from, or arises out of, this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and costs.

Attorneys, in their discretion, may employ Co-counsel. By entering into this engagement agreement, you agree to allow attorneys to engage competent Counsel, however, such appointment shall in no way increase the fee set forth herein. You understand that this law firm has made no guarantee regarding the successful outcome or termination of this matter.

ACKNOWLEDGED AND APPROVED:

\_\_\_\_\_  
CLIENT/SELLER

\_\_\_\_\_  
CLIENT/SELLER

\_\_\_\_\_  
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## CARTA DE COMPROMISO

Fecha \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re: VENDEDOR/DUENO: DIRECCIÓN DE LA PROPIEDAD:

Estimado \_\_\_\_\_:

Esta carta es para confirmar que nuestra firma lo representará en su intento de mitigar o negociar una reducción o disminución del saldo pendiente con el prestamista arriba mencionado por una cantidad fija de \$3,500.00 pagadera en el momento del cierre. Al momento del cierre esta cuota será pagada por el prestamista del vendedor y no por el vendedor mismo. Si el cierre por alguna razón nunca llega a efectuarse, el cliente no tendrá que pagar al abogado la cuota arriba mencionada. También, si el prestamista del vendedor negocia una reducción de la cuota de \$3,500.00 el vendedor no será responsable por la diferencia. Ni el vendedor ni el agente de bienes raíces del vendedor nunca serán responsables por la cuota o cualquier parte de esta. Esta suma es solamente en consideración por nuestros intentos para obtener una reducción en el saldo de su hipoteca(s) para así permitirle a usted vender la propiedad arriba mencionada con la esperanza de minimizar el daño a su crédito causado por la ejecución de la venta hipotecaria de dicha propiedad. También usted reconoce que porque esto es una transacción de venta corta (short sale) no se le permite ganancias de lo recaudado a la hora del cierre (\$0.00 al vendedor). Es más, usted acuerda cooperar con nosotros y proporcionar copias de cualquier documento o información necesaria para el proceso del pago del saldo a través de la venta corta (short sale) y que asistirá al cierre y firmará todos los documentos necesarios para efectuar la venta a la hora del cierre.

También nosotros le hemos explicado y usted ha comprendido que esta representación está estrictamente limitada a nuestra asistencia en el intento de liquidar el saldo con su prestamista a través de la venta corta (short sale) y no por ningún proceso legal. Por lo tanto nosotros no lo representaremos en la defensa de cualquier ejecución hipotecaria traída en contra de usted. Es más, nosotros no monitorizamos su caso de ejecución hipotecaria; es su responsabilidad conocer la situación en que su caso de ejecución hipotecaria se encuentra y avisarnos y notificarnos por escrito cuando la fecha de la venta se aproxima. En el caso que se y nosotros consideraremos entrar en un acuerdo por separado por una cantidad adicional para la

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Iniciales \_\_\_\_\_

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defensa de dicha ejecución hipotecaria. Y, tenga en cuenta que usted tendrá necesidad de pagarnos cargos adicionales completamente por separado. Un acuerdo por separado tendrá que ser firmado por los cargos de la representación de ejecución hipotecaria. Por supuesto, usted puede emplear otros abogados para representarlo en la ejecución hipotecaria. Si este fuera el caso, que usted fuera servido con una ejecución hipotecaria o alegación, debe actuar rápidamente, pues el tiempo es esencial.

En más, debe quedar bien claro que nosotros no lo representando en conexión con obtener una modificación de la hipoteca de su casa, restaurar su hipoteca ni en conexión con ningún tipo o capítulos de bancarrota. Esta representación está limitada solamente en intentar pagar el saldo de su hipoteca con la venta corta (short sale) de su propiedad. Si usted decide que le gustaría que nosotros lo representamos en una modificación de hipoteca, restauración y/o defensa de una ejecución hipotecaria, usted debe notificarnos por escrito y nosotros necesitaremos entrar en un acuerdo por separado requiriendo un costo adicional y un acuerdo de compromiso separado. Por supuesto usted puede contratar otros abogados para representarlo en cualquiera de estos asuntos.

Si nosotros no logramos obtener una venta corta (short sale) de su hipoteca, usted puede que necesite restablecer la hipoteca (pagando la cantidad retrasada) o presentar una bancarrota Capítulo 13 para evitar perder su propiedad, de lo contrario una acción de embargo hipotecario puede ser presentada en su contra. Si esto sucediera y usted no restablece su hipoteca (pagando la cantidad retrasada) o presenta una bancarrota, una sentencia de embargo será incorporada en contra suya y usted perderá el título de su propiedad en la venta judicial, y es más, usted será responsable por alguna deficiencia en el balance que resulte de esa venta judicial. Le repito, si una sentencia de embargo hipotecario es presentada en contra suya, usted inmediatamente debe reteneros (por escrito en un acuerdo por separado) para manejar su caso o a otros abogados que se especializan en esta materia para representarlo.

El proceso de venta corta (short sale), si es favorable, puede llevar de tres a seis meses para completar, dependiendo en gran parte en su cooperación y en la de los prestamistas gestionando su venta corta en particular. Por favor sea paciente durante este proceso. También, por favor manténganos informados de cualquier cambio en su situación de empleo o de ingresos durante el proceso de venta corta. Cualquier cambio en su situación de empleo o de ingresos durante el proceso de venta corta. Cualquier cambio en su empleo o en sus ingresos puede impactar su caso. Usted también debe inmediatamente proporcionarnos con copias de cualquier documento o correspondencia que reciba de su prestamista durante este proceso de venta corta.

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Además, debe quedar bien claro, cuando termina nuestra representación o cuando ha concluido. Nuestra representación termina en el momento en que el prestamista aprueba o desaprueba aceptar el saldo de la venta corta (short sale) de sus hipoteca(s). Si el prestamista aprueba el saldo de la venta corta, entonces nosotros honorarios en el momento del cierre en el documento del cierre (si usted todavía tuviera que pagarnos). Como hemos mencionado anteriormente, estos honorarios deben de pagarse en el momento en que el acuerdo es firmado. También debe quedar bien claro, cuando termina nuestra representación o cuando ha concluido. Nuestra representación termina en el momento en que el prestamista aprueba o desaprueba aceptar el saldo de la venta corta (short sale) de su hipoteca(s). Si el prestamista aprueba el saldo de la venta corta, entonces nosotros colectamos nuestros honorarios en el momento del cierre en el documento del cierre (si usted todavía tuviera que pagarnos). Como hemos mencionado anteriormente, estos honorarios deben de pagarse en el momento en que el acuerdo es firmado.

También debe quedar bien claro que su prestamista puede seguir buscando una sentencia de deficiencia en contra suya por la diferencia entre el saldo de la venta corta acordada y el balance total original de la hipoteca si hay un cierre en la venta corta (short sale). Otro asunto que también debe quedar bien claro es que su prestamista 'por escrito' nunca va a acordar el no continuar buscando la deficiencia en contra suya; el prestamista solamente acuerda liberarlo del embargo creado por el préstamo hipotecario. Su prestamista en cualquier momento en un futuro puede demandarlo para enforzar el balance en la deficiencia por el que usted continuara siendo responsable. No prosiga con la venta corta (short sale) si usted no está de acuerdo con esta posible responsabilidad.

En más, debe quedar indicado que puede haber consecuencias asociadas con los impuestos al entrar en la venta corta (short sale). Específicamente, el IRS puede considerar la deficiencia en el balance como ingresos y por lo tanto sujeto a pagar impuestos. Estos impuestos pueden ser una suma significativa dependiendo en la cantidad del balance de la deficiencia así como también en qué nivel de ingresos usted se encuentra. Le aconsejamos buscar orientación independiente de un asesor de impuestos, abogados y/o contador público certificado antes de proceder con la venta corta. Nosotros no somos contadores ni abogados de impuestos y por lo tanto no podemos aconsejarlo sobre si existe una responsabilidad de impuestos o si a pesar de esa responsabilidad es sin embargo conveniente para usted procede con la venta corta. No prosiga con la venta corta (short sale) si usted no está de acuerdo con la posibilidad de tener que pagar estos impuestos.

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Asimismo, el cliente entiende y reconoce que su expediente de venta corta con los abogados constituye información confidencial que el abogado no divulgara a terceros. Sin embargo, por la presente el cliente consiente a la divulgara del expediente de la venta corta a su agente de bienes raíces así como al agente de título / cierre de esta transacción y también al agente de bienes raíces del comprador en esta transacción. Se la ha explicado al cliente que no está obligado a dar su consentimiento para permitir a los agentes de bienes raíces y/o agente de título / cierre ver su expediente, sin embargo, en este caso, el cliente lo está permitiendo, porque siente que probablemente se beneficiara de que los agentes de bienes raíces y / o agente de título / cierre conozca la situación y las particularidades del proceso de mitigación de la venta corta. Los agentes de bienes raíces y / o agente de títulos podrán ver el expediente del cliente electrónicamente por la computadora.

El cliente entiende que Adams & Associates, PA lo representa en bases de contingencia, y que los honorarios de Adams & Associates, PA son normalmente reducidos grandemente por el prestamista de la venta corta. Si el cliente rechaza una contraoferta de la venta corta, de los inversionistas y/o de la compañía de seguros de hipotecas, y por esa razón el expediente del cliente es rechazado o cerrado por el prestamista de la venta corta, Adams & Associates, PA no volverá de nuevo a presentar el expediente de la misma forma, en bases de contingencia. Si el cliente quiere iniciar de nuevo el proceso de venta corta, el cliente tendrá que pagar, por adelantado, a Adams & Associates, PA la cuota de procesamiento de venta corta de \$3,500.00, antes de que Adams & Associates, PA está obligado a iniciar de nuevo el proceso de venta corta.

Usted entiende y comprende que inmediatamente debe proporcionarnos con copias de cualquier documento e ejecución hipotecaria/alegaciones o correspondencia que reciba del prestamista arriba referido o de cualquier otro prestamista. Al firmar esta carta de compromiso, usted comprende que este bufete reserva el derecho de retirarse de su representación a través de un aviso previo.

Usted también tiene el derecho de terminar la representación de los abogados a través de previa noticia por escrito a los abogados. Usted también comprende y entiende que todos los pagos hechos bajo este acuerdo no son reembolsables. Los pagos son devengados al recibirlos. Están hechos en consideración al contratar los servicios de los abogados.

El cliente reconoce y entiende que en muchos casos cartas de preclusión se ordenan de la asociación del cliente con el fin de agilizar el proceso de venta corta y cierre de la transacción dado el plazo limitado que nos da el banco para completar el cierre. Los costos de las cartas de preclusión son pagados de antemano por la compañía de título Title Partners of Florida, Inc., la compañía de título que cierra todos los archivos de ventas

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cortas de Adams y Asociados. El costo pagado por Title Partners of Florida, Inc. para la carta de preclusión varia por asociación. El costo puede ser desde \$150.00 a \$500.00, o más. Si el archivo del cliente es rechazada o es cerrada por el banco por cualquier razón, Title Partners of Florida, Inc. solicitara el reembolso de la carta de preclusión directamente con la asociación conforme a la Sección 718.116 (8) (d) de los Estatutos de la Florida. Esa ley establece que la restitución es la obligación del propietario de la unidad, y la asociación puede colectarzelo al propietario de la misma manera como una evaluación conforme a lo dispuesto en la Sección 718 de los Estatutos de la Florida. Ejemplos de cuándo el archivo de venta corta del Cliente será rechazada o cerrada por el banco incluyen, pero no están limitados a, si el cliente rechaza una contra-oferta de el banco, inversores y / o compañía de seguros hipotecarios, el comprador se aleja de la transacción a pesar de que cliente no tuvo la culpa, el cliente decide seguir adelante con otro resultado de mitigación de pérdidas con el prestamista (como una modificación de la hipoteca o entrega de llaves al banco), o el Cliente decide no seguir adelante con la venta corta.

Todos los asuntos pertenecientes a este acuerdo (incluyendo su interpretación, aplicación, validez, desempeño e incumplimiento) deberán ser gobernados, determinados, interpretados y enforzados de acuerdo a las leyes del estado de la Florida. Los interesados renuncian al derecho de un juicio con jurado. En adición los interesados acuerdan en someterse a la jurisdicción personal y al lugar de una corte con la jurisdicción en esta materia localizada en Miami Dade County, en el Estado de la Florida. En el evento de que este acuerdo o la representación del mismo, resultara en litigación, los interesados acuerdan reembolsar a la parte predominante honorarios razonables de abogados y costos de la tercera parte.

Usted también entiende, comprende y está de acuerdo en que los abogados (a discreción de ellos) pueden utilizar otra firma competente como Co-Consejera para representarlo. Sin embargo esta acción en ningún momento aumentara el precio arriba mencionado. Usted también entiende y comprende que esta firma no le ha dado garantía en respecto a un resultado o conclusión favorable sobre este asunto.

COMPRENDIDO Y APROBADO: \_\_\_\_\_

\_\_\_\_\_  
CLIENTE/VENDEDOR

\_\_\_\_\_  
CLIENTE/VENDEDOR

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# Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## G. SHORT SALE APPROVAL CONTINGENCY

1. **Approval of Seller's Lender(s) and Requirements for Seller's Approval of Short Sale.** This Contract is contingent upon: (a) Seller's lender(s) and all other lien holder(s) (collectively "Seller's Lender") approving the Purchase Price, terms of this Contract and the HUD-1 settlement statement; (b) Seller's Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness; and (c) Seller's Lender's agreement to release and provide a satisfaction of the mortgage(s) and/or other lien(s) encumbering the Property (the "Mortgage(s)") upon receipt of reduced payoff amount(s).

Approval of, or a greement to, items (a) through (c) by Seller's Lender is referred to as "Short Sale Approval". However, an approval by Seller's Lender which does not provide a waiver and complete release of any claim(s) for a deficiency against Seller for sums due Seller's Lender under the Mortgage(s) as of the payoff date, or which requires additional terms or obligations affecting either party shall not be deemed "Short Sale Approval" unless the party affected accepts those additional terms or obligations in writing. A copy of a Short Sale Approval accepted by Seller shall be delivered by Seller to Buyer and Closing Agent within 3 days of Seller's receipt of such Short Sale Approval.

2. **Application for Approval of Short Sale.** Seller shall within \_\_\_\_\_ 15 \_\_\_\_\_ (if blank, 10) days after Effective Date obtain from Seller's Lender their application forms for a "short sale", and Seller will diligently complete and return such forms to Seller's Lender within 5 days thereafter and promptly provide such additional documents as may be requested by Seller's Lender.

3. **Status of Short Sale Approval Application.** Seller hereby authorizes Seller's Lender to provide Buyer and Buyer's Broker and Closing Agent with information stating the status of Seller's application for a pproval of a Short Sale and notice of the approval(s) or denial(s) of such application(s). Seller shall promptly notify Buyer when Seller obtains Short Sale Approval as provided in Paragraph 1 above, or denial of such approval from Seller's Lender.

4. **Short Sale Approval Deadline; Termination.** If Seller does not deliver written notice to Buyer that Seller has obtained Short Sale Approval within \_\_\_\_\_ 180 \_\_\_\_\_ (if blank, then 90) days from Effective Date ("Short Sale Approval Deadline"), then either party may thereafter terminate this Contract by delivering written notice to the other party, and the Deposit will be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

This Contract shall automatically terminate if Seller has not delivered the Short Sale Approval to Buyer within \_\_\_\_\_ 215 \_\_\_\_\_ (if blank, then 120) days from Effective Date ("Contract Expiration Date"), in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

5. **Time Periods.** The time for making the Initial Deposit and for calculating the Short Sale Approval Deadline and Contract Expiration Date shall be computed from the Effective Date. All other time periods and other obligations under this Contract shall commence from the date of Buyer's receipt of Short Sale Approval pursuant to Paragraph 1 above.

(SEE CONTINUATION)

**G. SHORT SALE APPROVAL CONTINGENCY (CONTINUED)**

6. **Closing Date.** The Closing Date shall be \_\_\_\_\_ (if blank, then 45) days after Buyer receives Short Sale Approval pursuant to Paragraph 1 above.
7. **Back-up Offers. (CHECK ONE - If no option is checked, then option (a) shall be deemed selected):**  
 (a) **Seller's Agreement Not to Accept Other Contracts or Offers.** During the term of this Contract, Seller shall not accept or enter into any back-up offers, contracts, options or other agreements concerning the sale of the Property.  
 (b) **Seller's Right to Accept Back-up Contracts or Offers.** During the term of this Contract, Seller may accept or enter into bona fide "back-up" contracts or offers to purchase the Property that are conditioned upon a failure of the Closing of the sale contemplated by this Contract.
8. **Acknowledgement by Seller.**  
(a) If Seller is advised of Seller's Lender's refusal to participate in any short sale, Seller agrees to immediately communicate this to Buyer and Broker.  
(b) Seller acknowledges that Broker has advised Seller to consult with professionals for any tax, legal or specialized advice and has been encouraged to discuss other options with legal counsel of Seller's choosing prior to entering into this short sale transaction.
9. **Acknowledgement by Buyer.**  
(a) Buyer acknowledges Seller's Lender is not a party to this Contract and therefore is not obligated to approve this Contract; that Seller's acceptance of this Contract does not guarantee Seller's Lender's acceptance; and Seller's Lender is under no obligation to consider, respond, approve or advise either Seller or Buyer, or Broker as to any offer submitted to it.  
(b) Buyer further acknowledges that Seller and/or Broker shall not be liable for delays caused by Seller's Lender or costs and expenses (such as payments for loan applications, inspections and appraisals) incurred by Buyer under this Contract if Seller's Lender does not complete the short sale after Seller's receipt of Short Sale Approval.
10. **Termination Upon Foreclosure Sale.** If during the term of this Contract, the Property is sold at foreclosure sale prior to the parties obtaining Short Sale Approval and Closing the transaction contemplated by this Contract, this Contract shall be terminated, and Buyer shall be refunded the Deposit, there by releasing Buyer and Seller from all further obligations under this Contract.
11. Buyer and Seller hereby agree that Title Partners of Florida, Inc. will act as the title, closing and disbursement agent. As Evidence of Title, Seller will deliver and pay for the Owner's Title Insurance Policy and related settlement charges. Title Insurance Policy(ies) will be underwritten by Old Republic or any other Underwriter designated by the title agent. Seller and buyer acknowledge that fees will be charged by the title company in consideration of processing the short sale payoff. These fees shall be \$3500.00, and they shall be payable by the seller's lender at closing.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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## ADDENDUM TO RESIDENTIAL SALE AND PURCHASE CONTRACT

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

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

THIS ADDENDUM TO THE CONTRACT DATED \_\_\_\_\_, as follows:

1. The short sale processing/mitigation will be performed by the law firm of Adams & Associates, P.A.
2. Adams & Associates, P.A., as a contingency for performing said short sale mitigation, will also be the title/closing agent for this transaction.
3. Buyer will contribute \$1,500 at closing towards the short sale processing services rendered by Adams & Associates, P.A. as stated above.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)

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# ADAMS & ASSOCIATES, P.A.

ATTORNEYS AT LAW

RICHARD J. ADAMS, JR.\*  
FRANCES C. PFAFF  
ADISLEY CORTEZ-RODRIGUEZ

OF COUNSEL  
LYDIA C. QUESADA

\*MARTINDALE HUBBELL AV RATED LAWYER

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## SHORT SALE ADDENDUM

Buyer and Seller hereby agree that Title Partners of Florida, Inc. will act as the title, closing and disbursement agent. As Evidence of Title, Seller will deliver and pay for the Owner 's Title Insurance Policy and related settlement charges. Title Insurance Policy(ies) will be underwritten by Old Republic or any other Underwriter designated by the title agent. Seller and buyer acknowledge that fees will be charged by the title company in consideration of processing the short sale payoff. These fees shall be \$3500.00, and they shall be payable by the seller's lender at closing.

ACKNOWLEDGED AND APPROVED:

\_\_\_\_\_  
CLIENT / SELLER

\_\_\_\_\_  
CLIENT / SELLER

\_\_\_\_\_  
ADAMS & ASSOCIATES, P.A.

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MAIN OFFICE

6500 Cow Pen Road, Ste. 101 & 102  
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CONSULTATION OFFICE CORAL GABLES

2828 Coral Way, Ste. 470  
Coral Gables, FL 33145

CONSULTATION OFFICE IN MIAMI

7200 Biscayne Blvd. Ste. 200  
Miami, FL 33138

CONSULTATION OFFICE IN MIAMI

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Miami, FL 33186

CONSULTATION OFFICE IN BROWARD

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## AUTHORIZATION TO RELEASE INFORMATION TO LENDER/BANK AND/OR HOMEOWNER'S/CONDOMINIUM ASSOCIATION

I hereby authorize \_\_\_\_\_ of \_\_\_\_\_ and/or designated agent, assistant, title company or its agents to verify any and all information pertaining to the mortgage or property references below and any additional financial information related to this property including homeowner's condominium association, taxes, liens and any other encumbrances.

Property Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1<sup>st</sup> Lender's Name: \_\_\_\_\_  
Mortgage Company: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2<sup>nd</sup> Lender's Name: \_\_\_\_\_  
Mortgage Company: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Condominium/Homeowner's Association (If Any)

\_\_\_\_\_ Management Company: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Authorized By: \_\_\_\_\_

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Borrower Signature	Social Security	Date of Birth
_____	_____	_____
Printed Name		
_____		
Co-Borrower Signature	Social Security	Date of Birth
_____	_____	_____
Printed Name		
_____		

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	MONTHLY PAYMENT	BALANCE	NAME OF CREDITOR
Student Loans			
Alimony/Support			
Child Care			
IRS			
Chapter 13 Bankruptcy			
Electricity			
Heating Fuel			
Water & Sewer			
Telephone			
Cable TV			
Auto Insurance			
Health Insurance			
Life Insurance			
Medical/Dental Expenses			
Homeowner's Insurance			
Real Estate Tax			
Personal Property Tax			
Groceries			
Transportation, Tolls, Parking			
Clothing			
Dry Cleaning/Laundry			
Cell Phone			
Internet Service			
H.O.A. dues			
Recreation/Entertainment			
TOTAL MONTHLY EXPENSES	\$ _____	\$ _____	\$ _____

A. Total Monthly Income: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
B. Total Monthly Expenses: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
C. Residual Income: \$ \_\_\_\_\_ \$ \_\_\_\_\_

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I/We have described my/our financial condition on this Financial Worksheet and certify that all information, as well as all attachments, is true, accurate and correct to the best of my/our knowledge.

I/We hereby authorize my/our lender, servicer, Veterans Affairs, FHA/HUD, the investor or the Mortgage Insurers to 1) order a credit report from any of the national credit reporting agencies 2) order a title search from any title agency, and 3) verify the accuracy of the information contained in this Financial Worksheet, including without limitation, any current or previous employment information.

I/We agree that I/we will notify the agent, my lender, VA, FHA/HUD, the investor, or the Mortgage Insurers immediately of any material change in the financial information that I/We have provided herein. If I/We fail to do so, or if it is determined that the financial information provided has been misrepresented by me/us, I/We shall be liable for all costs incurred or damages suffered by lender, servicer, VA, FHA/HUD, the investor, the mortgage insurers or agent.

\_\_\_\_\_  
BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT SELLER'S NAME

\_\_\_\_\_  
PRINT SELLER'S NAME

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## ENGAGEMENT LETTER

Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Seller/Owner:  
Property Address:

Dear \_\_\_\_\_:

This is to confirm that this law firm will represent you in attempting to mitigate or negotiate a short or reduced payoff with your mortgage lender (above-referenced) for a flat fee of \$3,500.00 (or amount approve by seller's lender) payable at time of closing. At the time of closing, the fee will be paid by the seller's lender and not by the seller himself/herself. If the closing does not take place for whatever reason, client will not have to pay attorney the fee. Also, if the seller's lender negotiates a reduction of the \$3,500.00 fee, seller will not be responsible for the difference. Neither seller nor seller's real estate agent will ever be responsible for the fee or any portion thereof. The fee is solely in consideration of our attempting to obtain a short payoff of your mortgage(s) so as to allow you to sell your above-referenced property and thereby hopefully minimize the damage to your credit caused by the foreclosure of said property. In the event the lender disallows all or part of our fee, but otherwise approves the short sale, you are not obligated to pay this fee. Also, you acknowledge that because it is a short sale transaction, you will not be allowed to net any proceeds at closing (\$0.00 to seller). Moreover, you agree to cooperate in that you will provide us with a copy of any documents or information necessary to process your short sale payoff, and to cooperate in that you will attend closing and sign all documents necessary to effectuate the sale at closing.

We have also explained to you, and you understand, that our law firm's representation is strictly limited to our assisting you in attempting to obtain a short sale payoff with your lender, and not for any litigation. Therefore, we will not monitor the foreclosure case; it is your responsibility to know the status of your foreclosure case and to alert or notify us in writing of a closely approaching foreclosure sale date. If a foreclosure action has been filed against you, you should immediately notify us in writing and we will entertain entering into a separate fee agreement for the defense of your foreclosure. And, you will be required to pay us additional attorney's fees for the defense of your foreclosure case, as that represents a completely separate engagement or representation. A separate fee agreement will have to be entered into for the foreclosure representation. Of course, you may hire separate counsel to represent you in the foreclosure action. You should act promptly in this regard if you are served with a foreclosure action or a foreclosure pleading, as time is of the essence in a foreclosure proceeding.

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Moreover, it should be clear that we are not representing you in connection with obtaining a modification of the mortgage of your property, reinstating your mortgage, nor in connection with any type or chapters of bankruptcy. This representation is limited solely to attempting to obtain a short sale payoff of your mortgage(s). If you decide that you would like us to represent you for a mortgage modification, reinstatement, foreclosure defense and/or bankruptcy, you must notify us in writing and we will need to enter into a separate fee agreement requiring additional fees and a separate engagement. Of course, you may hire separate counsel to represent you for any of these matters.

If we are not successful in obtaining a short sale of the mortgage, you may need to reinstate (come up with all of the arrears) the mortgage or file for Chapter 13 Bankruptcy to avoid losing the property; otherwise, a foreclosure action may be filed against you. If a foreclosure action is filed against you and you do not reinstate the mortgage or file for bankruptcy, a foreclosure judgment will be entered against you and you will lose title to the property at the foreclosure sale, and further you will be responsible for any deficiency balance resulting from the foreclosure sale. Again, if a foreclosure action is filed against you, you should immediately retain us (in writing by separate agreement) to handle that matter (or another foreclosure attorney) to represent you in the foreclosure proceeding.

The short sale process, if successful, can take anywhere from one to six months to complete, depending on the extent of your cooperation and the lender's handling your particular short sale case. Please be patient during this process. Also, please keep us informed as to any changes in your employment status or income during the short sale process. Any changes in the aforementioned can impact your short sale. You must also immediately provide us with copies of any documents/correspondence you receive from your lender at any time during the shortsale process.

Moreover, it should be clear as to when our representation ends or is complete. Our representation ends once your lender approves or disapproves a short sale payoff of your mortgage(s). If the lender approves a short sale payoff, then we will collect our fees at closing in the closing statement.

It should also be clear that your lender may pursue a deficiency judgment against you for the difference of the agreed short sale payoff and the original total balance due on the mortgage. This is unless your lender agrees to release you on the deficiency at time of closing. Should your lender not agree to release you, your lender may then sue you in the future at any time to enforce the deficiency balance which you will remain liable for. Do not proceed with the short sale if you do not agree with this potential liability.

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Moreover, it should be noted that there may be tax consequences associated with entering into the short sale. Specifically, the IRS may treat the deficiency balance as income therefore subject to income taxes. The income tax could turn out to be a significant sum depending on the amount of the deficiency balance as well as your income bracket. We can advise you in this regard; as to whether your particular transaction may result in a tax liability to you. Regardless, you are advised to seek guidance from an independent tax advisor and/or CPA before proceeding with the short sale.

Also, client understands and acknowledges that client's short sale file with attorneys constitutes confidential information which attorney shall not divulge to third parties. However, client hereby consents to divulging the short sale file to client's realtor in this transaction as well as client's title/closing agent in this transaction as well as buyer's realtor in the transaction. It has been explained to client that client does not have to consent to allowing realtors and/or closing/title agent to view their file, however, client is permitting such in this instance in that client feels he/she will likely benefit from realtors and/or title/closing agent knowing the status and particulars of the short sale mitigation process. Realtors and/or title agent will be able to view client's computer file electronically.

Client understands that Adams & Associates, PA is representing Client on a contingency basis, and that Adams & Associates, PA's fees are normally heavily discounted by the short sale lender. If Client declines a counter-offer from the short sale lender, investor and/or mortgage insurance company, and Client's file is declined or closed by the short sale lender as a result, Adams & Associates, PA will not resubmit the file on a contingency fee basis. If Client wants to initiate a short sale process again, the Client will have to pay Adams & Associates, PA's short sale processing fee of \$3,500.00 upfront, before Adams & Associates, PA is obligated to initiate the short sale process again.

Client acknowledges and understands that in many instances estoppels letters are ordered from Client's home owners association in order to expedite the short sale process and closing of the transaction given the short sale lender's constrained deadlines for closing. The costs for the estoppels letters are advanced by Title Partners of Florida, Inc., the title company that closes all of Adams & Associate's short sale files. The cost paid by Title Partners of Florida, Inc. for the estoppel letter(s) varies by home owner's association. The cost can be anywhere from \$150.00 to \$500.00, or more. If Client's file is declined or closed by the short sale lender for any reason, Title Partners of Florida, Inc. will seek reimbursement of the estoppel costs is paid to the home owner's association pursuant to Section 718.116 (8)(d) of the Florida Statutes. That statute provides that the refund is the obligation of the unit owner, and the association

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may collect and the association may collect it from that owner in the same manner as an assessment as provided in Section 718 of the Florida Statutes. Examples of when Client's short sale file will be declined or closed by the short sale lender include, but are not limited to, if Client declines a counter-offer from the short sale lender, investor and/or mortgage insurance company, the buyer walks away from the transaction even though Client was not at fault, Client decides to pursue another loss mitigation outcome with the lender (such as deed in lieu or mortgage loan modification), or Client decides not to proceed with the short sale.

Client acknowledges and understands that client must immediately provide us with copies of any foreclosure documents/pleadings or correspondence client receives from his above-referenced lender or other lenders.

By executing this engagement letter, you understand that this firm reserves the right to withdraw their representation on prior notice to client. Client also has the right to terminate attorney's representation upon prior written notice to attorney.

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties agree to waive their right to a trial by jury. The parties further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Miami Dade County, State of Florida. In the event that litigation results from, or arises out of, this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and costs.

Attorneys, in their discretion, may employ Co-counsel. By entering into this engagement agreement, you agree to allow attorneys to engage competent Counsel, however, such appointment shall in no way increase the fee set forth herein. You understand that this law firm has made no guarantee regarding the successful outcome or termination of this matter.

ACKNOWLEDGED AND APPROVED:

\_\_\_\_\_  
CLIENT/SELLER

\_\_\_\_\_  
CLIENT/SELLER

\_\_\_\_\_  
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## CARTA DE COMPROMISO

Fecha \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re: VENDEDOR/DUENO: DIRECCIÓN DE LA PROPIEDAD:

Estimado \_\_\_\_\_:

Esta carta es para confirmar que nuestra firma lo representará en su intento de mitigar o negociar una reducción o disminución del saldo pendiente con el prestamista arriba mencionado por una cantidad fija de \$3,500.00 pagadera en el momento del cierre. Al momento del cierre esta cuota será pagada por el prestamista del vendedor y no por el vendedor mismo. Si el cierre por alguna razón nunca llega a efectuarse, el cliente no tendrá que pagar al abogado la cuota arriba mencionada. También, si el prestamista del vendedor negocia una reducción de la cuota de \$3,500.00 el vendedor no será responsable por la diferencia. Ni el vendedor ni el agente de bienes raíces del vendedor nunca serán responsables por la cuota o cualquier parte de esta. Esta suma es solamente en consideración por nuestros intentos para obtener una reducción en el saldo de su hipoteca(s) para así permitirle a usted vender la propiedad arriba mencionada con la esperanza de minimizar el daño a su crédito causado por la ejecución de la venta hipotecaria de dicha propiedad. También usted reconoce que porque esto es una transacción de venta corta (short sale) no se le permite ganancias de lo recaudado a la hora del cierre (\$0.00 al vendedor). Es más, usted acuerda cooperar con nosotros y proporcionar copias de cualquier documento o información necesaria para el proceso del pago del saldo a través de la venta corta (short sale) y que asistirá al cierre y firmará todos los documentos necesarios para efectuar la venta a la hora del cierre.

También nosotros le hemos explicado y usted ha comprendido que esta representación está estrictamente limitada a nuestra asistencia en el intento de liquidar el saldo con su prestamista a través de la venta corta (short sale) y no por ningún proceso legal. Por lo tanto nosotros no lo representaremos en la defensa de cualquier ejecución hipotecaria traída en contra de usted. Es más, nosotros no monitorizamos su caso de ejecución hipotecaria; es su responsabilidad conocer la situación en que su caso de ejecución hipotecaria se encuentra y avisarnos y notificarnos por escrito cuando la fecha de la venta se aproxima. En el caso que se y nosotros consideraremos entrar en un acuerdo por separado por una cantidad adicional para la

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Iniciales \_\_\_\_\_

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defensa de dicha ejecución hipotecaria. Y, tenga en cuenta que usted tendrá necesidad de pagarnos cargos adicionales completamente por separado. Un acuerdo por separado tendrá que ser firmado por los cargos de la representación de ejecución hipotecaria. Por supuesto, usted puede emplear otros abogados para representarlo en la ejecución hipotecaria. Si este fuera el caso, que usted fuera servido con una ejecución hipotecaria o alegación, debe actuar rápidamente, pues el tiempo es esencial.

En más, debe quedar bien claro que nosotros no lo representando en conexión con obtener una modificación de la hipoteca de su casa, restaurar su hipoteca ni en conexión con ningún tipo o capítulos de bancarrota. Esta representación está limitada solamente en intentar pagar el saldo de su hipoteca con la venta corta (short sale) de su propiedad. Si usted decide que le gustaría que nosotros lo representamos en una modificación de hipoteca, restauración y/o defensa de una ejecución hipotecaria, usted debe notificarnos por escrito y nosotros necesitaremos entrar en un acuerdo por separado requiriendo un costo adicional y un acuerdo de compromiso separado. Por supuesto usted puede contratar otros abogados para representarlo en cualquiera de estos asuntos.

Si nosotros no logramos obtener una venta corta (short sale) de su hipoteca, usted puede que necesite restablecer la hipoteca (pagando la cantidad retrasada) o presentar una bancarrota Capítulo 13 para evitar perder su propiedad, de lo contrario una acción de embargo hipotecario puede ser presentada en su contra. Si esto sucediera y usted no restablece su hipoteca (pagando la cantidad retrasada) o presenta una bancarrota, una sentencia de embargo será incorporada en contra suya y usted perderá el título de su propiedad en la venta judicial, y es más, usted será responsable por alguna deficiencia en el balance que resulte de esa venta judicial. Le repito, si una sentencia de embargo hipotecario es presentada en contra suya, usted inmediatamente debe reteneros (por escrito en un acuerdo por separado) para manejar su caso o a otros abogados que se especializan en esta materia para representarlo.

El proceso de venta corta (short sale), si es favorable, puede llevar de tres a seis meses para completar, dependiendo en gran parte en su cooperación y en la de los prestamistas gestionando su venta corta en particular. Por favor sea paciente durante este proceso. También, por favor manténganos informados de cualquier cambio en su situación de empleo o de ingresos durante el proceso de venta corta. Cualquier cambio en su situación de empleo o de ingresos durante el proceso de venta corta. Cualquier cambio en su empleo o en sus ingresos puede impactar su caso. Usted también debe inmediatamente proporcionarnos con copias de cualquier documento o correspondencia que reciba de su prestamista durante este proceso de venta corta.

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Además, debe quedar bien claro, cuando termina nuestra representación o cuando ha concluido. Nuestra representación termina en el momento en que el prestamista aprueba o desaprueba aceptar el saldo de la venta corta (short sale) de sus hipoteca(s). Si el prestamista aprueba el saldo de la venta corta, entonces nosotros honorarios en el momento del cierre en el documento del cierre (si usted todavía tuviera que pagarnos). Como hemos mencionado anteriormente, estos honorarios deben de pagarse en el momento en que el acuerdo es firmado. También debe quedar bien claro, cuando termina nuestra representación o cuando ha concluido. Nuestra representación termina en el momento en que el prestamista aprueba o desaprueba aceptar el saldo de la venta corta (short sale) de su hipoteca(s). Si el prestamista aprueba el saldo de la venta corta, entonces nosotros colectamos nuestros honorarios en el momento del cierre en el documento del cierre (si usted todavía tuviera que pagarnos). Como hemos mencionado anteriormente, estos honorarios deben de pagarse en el momento en que el acuerdo es firmado.

También debe quedar bien claro que su prestamista puede seguir buscando una sentencia de deficiencia en contra suya por la diferencia entre el saldo de la venta corta acordada y el balance total original de la hipoteca si hay un cierre en la venta corta (short sale). Otro asunto que también debe quedar bien claro es que su prestamista 'por escrito' nunca va a acordar el no continuar buscando la deficiencia en contra suya; el prestamista solamente acuerda liberarlo del embargo creado por el préstamo hipotecario. Su prestamista en cualquier momento en un futuro puede demandarlo para enforzar el balance en la deficiencia por el que usted continuara siendo responsable. No prosiga con la venta corta (short sale) si usted no está de acuerdo con esta posible responsabilidad.

En más, debe quedar indicado que puede haber consecuencias asociadas con los impuestos al entrar en la venta corta (short sale). Específicamente, el IRS puede considerar la deficiencia en el balance como ingresos y por lo tanto sujeto a pagar impuestos. Estos impuestos pueden ser una suma significativa dependiendo en la cantidad del balance de la deficiencia así como también en qué nivel de ingresos usted se encuentra. Le aconsejamos buscar orientación independiente de un asesor de impuestos, abogados y/o contador público certificado antes de proceder con la venta corta. Nosotros no somos contadores ni abogados de impuestos y por lo tanto no podemos aconsejarlo sobre si existe una responsabilidad de impuestos o si a pesar de esa responsabilidad es sin embargo conveniente para usted procede con la venta corta. No prosiga con la venta corta (short sale) si usted no está de acuerdo con la posibilidad de tener que pagar estos impuestos.

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**950 S. Pine Island Road  
Suite 1040  
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**12600 SW 120<sup>th</sup> Street  
Suite 106  
Miami, FL 33186**



# ADAMS & ASSOCIATES, P.A.

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Asimismo, el cliente entiende y reconoce que su expediente de venta corta con los abogados constituye información confidencial que el abogado no divulgara a terceros. Sin embargo, por la presente el cliente consiente a la divulgara del expediente de la venta corta a su agente de bienes raíces así como al agente de título / cierre de esta transacción y también al agente de bienes raíces del comprador en esta transacción. Se la ha explicado al cliente que no está obligado a dar su consentimiento para permitir a los agentes de bienes raíces y/o agente de título / cierre ver su expediente, sin embargo, en este caso, el cliente lo está permitiendo, porque siente que probablemente se beneficiara de que los agentes de bienes raíces y / o agente de título / cierre conozca la situación y las particularidades del proceso de mitigación de la venta corta. Los agentes de bienes raíces y / o agente de títulos podrán ver el expediente del cliente electrónicamente por la computadora.

El cliente entiende que Adams & Associates, PA lo representa en bases de contingencia, y que los honorarios de Adams & Associates, PA son normalmente reducidos grandemente por el prestamista de la venta corta. Si el cliente rechaza una contraoferta de la venta corta, de los inversionistas y/o de la compañía de seguros de hipotecas, y por esa razón el expediente del cliente es rechazado o cerrado por el prestamista de la venta corta, Adams & Associates, PA no volverá de nuevo a presentar el expediente de la misma forma, en bases de contingencia. Si el cliente quiere iniciar de nuevo el proceso de venta corta, el cliente tendrá que pagar, por adelantado, a Adams & Associates, PA la cuota de procesamiento de venta corta de \$3,500.00, antes de que Adams & Associates, PA está obligado a iniciar de nuevo el proceso de venta corta.

Usted entiende y comprende que inmediatamente debe proporcionarnos con copias de cualquier documento e ejecución hipotecaria/alegaciones o correspondencia que reciba del prestamista arriba referido o de cualquier otro prestamista. Al firmar esta carta de compromiso, usted comprende que este bufete reserva el derecho de retirarse de su representación a través de un aviso previo.

Usted también tiene el derecho de terminar la representación de los abogados a través de previa noticia por escrito a los abogados. Usted también comprende y entiende que todos los pagos hechos bajo este acuerdo no son reembolsables. Los pagos son devengados al recibirlos. Están hechos en consideración al contratar los servicios de los abogados.

El cliente reconoce y entiende que en muchos casos cartas de preclusión se ordenan de la asociación del cliente con el fin de agilizar el proceso de venta corta y cierre de la transacción dado el plazo limitado que nos da el banco para completar el cierre. Los costos de las cartas de preclusión son pagados de antemano por la compañía de título Title Partners of Florida, Inc., la compañía de título que cierra todos los archivos de ventas

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cortas de Adams y Asociados. El costo pagado por Title Partners of Florida, Inc. para la carta de preclusión varia por asociación. El costo puede ser desde \$150.00 a \$500.00, o más. Si el archivo del cliente es rechazada o es cerrada por el banco por cualquier razón, Title Partners of Florida, Inc. solicitara el reembolso de la carta de preclusión directamente con la asociación conforme a la Sección 718.116 (8) (d) de los Estatutos de la Florida. Esa ley establece que la restitución es la obligación del propietario de la unidad, y la asociación puede colectarzelo al propietario de la misma manera como una evaluación conforme a lo dispuesto en la Sección 718 de los Estatutos de la Florida. Ejemplos de cuándo el archivo de venta corta del Cliente será rechazada o cerrada por el banco incluyen, pero no están limitados a, si el cliente rechaza una contra-oferta de el banco, inversores y / o compañía de seguros hipotecarios, el comprador se aleja de la transacción a pesar de que cliente no tuvo la culpa, el cliente decide seguir adelante con otro resultado de mitigación de pérdidas con el prestamista (como una modificación de la hipoteca o entrega de llaves al banco), o el Cliente decide no seguir adelante con la venta corta.

Todos los asuntos pertenecientes a este acuerdo (incluyendo su interpretación, aplicación, validez, desempeño e incumplimiento) deberán ser gobernados, determinados, interpretados y enforzados de acuerdo a las leyes del estado de la Florida. Los interesados renuncian al derecho de un juicio con jurado. En adición los interesados acuerdan en someterse a la jurisdicción personal y al lugar de una corte con la jurisdicción en esta materia localizada en Miami Dade County, en el Estado de la Florida. En el evento de que este acuerdo o la representación del mismo, resultara en litigación, los interesados acuerdan reembolsar a la parte predominante honorarios razonables de abogados y costos de la tercera parte.

Usted también entiende, comprende y está de acuerdo en que los abogados (a discreción de ellos) pueden utilizar otra firma competente como Co-Consejera para representarlo. Sin embargo esta acción en ningún momento aumentara el precio arriba mencionado. Usted también entiende y comprende que esta firma no le ha dado garantía en respecto a un resultado o conclusión favorable sobre este asunto.

COMPRENDIDO Y APROBADO: \_\_\_\_\_

\_\_\_\_\_  
CLIENTE/VENDEDOR

\_\_\_\_\_  
CLIENTE/VENDEDOR

Pagina 4 de 4

Our law office is a debt relief agency helping people to file for bankruptcy relief under the bankruptcy code.

Iniciales \_\_\_\_\_

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# Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## G. SHORT SALE APPROVAL CONTINGENCY

1. **Approval of Seller's Lender(s) and Requirements for Seller's Approval of Short Sale.** This Contract is contingent upon: (a) Seller's lender(s) and all other lien holder(s) (collectively "Seller's Lender") approving the Purchase Price, terms of this Contract and the HUD-1 settlement statement; (b) Seller's Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness; and (c) Seller's Lender's agreement to release and provide a satisfaction of the mortgage(s) and/or other lien(s) encumbering the Property (the "Mortgage(s)") upon receipt of reduced payoff amount(s).

Approval of, or a greement to, items (a) through (c) by Seller's Lender is referred to as "Short Sale Approval". However, an approval by Seller's Lender which does not provide a waiver and complete release of any claim(s) for a deficiency against Seller for sums due Seller's Lender under the Mortgage(s) as of the payoff date, or which requires additional terms or obligations affecting either party shall not be deemed "Short Sale Approval" unless the party affected accepts those additional terms or obligations in writing. A copy of a Short Sale Approval accepted by Seller shall be delivered by Seller to Buyer and Closing Agent within 3 days of Seller's receipt of such Short Sale Approval.

2. **Application for Approval of Short Sale.** Seller shall within \_\_\_\_\_ 15 \_\_\_\_\_ (if blank, 10) days after Effective Date obtain from Seller's Lender their application forms for a "short sale", and Seller will diligently complete and return such forms to Seller's Lender within 5 days thereafter and promptly provide such additional documents as may be requested by Seller's Lender.

3. **Status of Short Sale Approval Application.** Seller hereby authorizes Seller's Lender to provide Buyer and Buyer's Broker and Closing Agent with information stating the status of Seller's application for a pproval of a Short Sale and notice of the approval(s) or denial(s) of such application(s). Seller shall promptly notify Buyer when Seller obtains Short Sale Approval as provided in Paragraph 1 above, or denial of such approval from Seller's Lender.

4. **Short Sale Approval Deadline; Termination.** If Seller does not deliver written notice to Buyer that Seller has obtained Short Sale Approval within \_\_\_\_\_ 180 \_\_\_\_\_ (if blank, then 90) days from Effective Date ("Short Sale Approval Deadline"), then either party may thereafter terminate this Contract by delivering written notice to the other party, and the Deposit will be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

This Contract shall automatically terminate if Seller has not delivered the Short Sale Approval to Buyer within \_\_\_\_\_ 215 \_\_\_\_\_ (if blank, then 120) days from Effective Date ("Contract Expiration Date"), in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

5. **Time Periods.** The time for making the Initial Deposit and for calculating the Short Sale Approval Deadline and Contract Expiration Date shall be computed from the Effective Date. All other time periods and other obligations under this Contract shall commence from the date of Buyer's receipt of Short Sale Approval pursuant to Paragraph 1 above.

(SEE CONTINUATION)

**G. SHORT SALE APPROVAL CONTINGENCY (CONTINUED)**

6. **Closing Date.** The Closing Date shall be \_\_\_\_\_ (if blank, then 45) days after Buyer receives Short Sale Approval pursuant to Paragraph 1 above.
7. **Back-up Offers. (CHECK ONE - If no option is checked, then option (a) shall be deemed selected):**  
 (a) **Seller's Agreement Not to Accept Other Contracts or Offers.** During the term of this Contract, Seller shall not accept or enter into any back-up offers, contracts, options or other agreements concerning the sale of the Property.  
 (b) **Seller's Right to Accept Back-up Contracts or Offers.** During the term of this Contract, Seller may accept or enter into bona fide "back-up" contracts or offers to purchase the Property that are conditioned upon a failure of the Closing of the sale contemplated by this Contract.
8. **Acknowledgement by Seller.**  
(a) If Seller is advised of Seller's Lender's refusal to participate in any short sale, Seller agrees to immediately communicate this to Buyer and Broker.  
(b) Seller acknowledges that Broker has advised Seller to consult with professionals for any tax, legal or specialized advice and has been encouraged to discuss other options with legal counsel of Seller's choosing prior to entering into this short sale transaction.
9. **Acknowledgement by Buyer.**  
(a) Buyer acknowledges Seller's Lender is not a party to this Contract and therefore is not obligated to approve this Contract; that Seller's acceptance of this Contract does not guarantee Seller's Lender's acceptance; and Seller's Lender is under no obligation to consider, respond, approve or advise either Seller or Buyer, or Broker as to any offer submitted to it.  
(b) Buyer further acknowledges that Seller and/or Broker shall not be liable for delays caused by Seller's Lender or costs and expenses (such as payments for loan applications, inspections and appraisals) incurred by Buyer under this Contract if Seller's Lender does not complete the short sale after Seller's receipt of Short Sale Approval.
10. **Termination Upon Foreclosure Sale.** If during the term of this Contract, the Property is sold at foreclosure sale prior to the parties obtaining Short Sale Approval and Closing the transaction contemplated by this Contract, this Contract shall be terminated, and Buyer shall be refunded the Deposit, there by releasing Buyer and Seller from all further obligations under this Contract.
11. Buyer and Seller hereby agree that Title Partners of Florida, Inc. will act as the title, closing and disbursement agent. As Evidence of Title, Seller will deliver and pay for the Owner's Title Insurance Policy and related settlement charges. Title Insurance Policy(ies) will be underwritten by Old Republic or any other Underwriter designated by the title agent. Seller and buyer acknowledge that fees will be charged by the title company in consideration of processing the short sale payoff. These fees shall be \$3500.00, and they shall be payable by the seller's lender at closing.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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## ADDENDUM TO RESIDENTIAL SALE AND PURCHASE CONTRACT

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

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

THIS ADDENDUM TO THE CONTRACT DATED \_\_\_\_\_, as follows:

1. The short sale processing/mitigation will be performed by the law firm of Adams & Associates, P.A.
2. Adams & Associates, P.A., as a contingency for performing said short sale mitigation, will also be the title/closing agent for this transaction.
3. Buyer will contribute \$1,500 at closing towards the short sale processing services rendered by Adams & Associates, P.A. as stated above.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)

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### MAIN OFFICE

6500 Cow Pen Road, Ste. 101 & 102  
Miami Lakes, FL 33014

### CONSULTATION OFFICE CORAL GABLES

2828 Coral Way, Ste. 470  
Coral Gables, FL 33145

### CONSULTATION OFFICE IN MIAMI

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Miami, FL 33138

### CONSULTATION OFFICE IN MIAMI

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### CONSULTATION OFFICE IN BROWARD

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# ADAMS & ASSOCIATES, P.A.

ATTORNEYS AT LAW

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\* AV RATED LAWYER  
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