

## MEMBERSHIP AGREEMENT

The purpose of this Membership Agreement ("Agreement") is to set forth the terms and conditions upon which parties have agreed. WebGlobal, Inc. hereinafter called ("Administrator" or "Mortgage Options Network"), and/or its assigns, with an address at 530 Alameda del Prado, PMB 249, Novato, CA, 94949, will provide referral services outlined below on behalf of:

Homeowner Name 1: \_\_\_\_\_

Homeowner Name 2: \_\_\_\_\_

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

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

Tel # \_\_\_\_\_ Email: \_\_\_\_\_

Individuals above are hereinafter referred to as ("Member" or "Members").

Referred by \_\_\_\_\_

Phone # \_\_\_\_\_ Email: \_\_\_\_\_

*(If not referred by an individual, skip the three fields directly above. )*

### **Responsibilities.**

By this Agreement Members are enlisting the services of Administrator to make referrals, only, to various professional entities ("Service Entities") to enable Members to engage and contract directly with Service Entities in order for them to assist Member's with mortgage issues. If requested by Member in writing, Administrator will subsequently coordinate communications with Members and Service Entities.

Members will be contacting Service Entities individually and will exclusively for their own account engage Service Entities to provide a service that will be spelled out in Agreements between themselves and Service Entities. Upon execution of this Agreement and both its receipt and payment receipt by Administrator, this Agreement will be in force and Administrator will provide the following services on behalf of Members.

### **Scope of Services:**

- **Forensic Loan Audit.** Administrator will immediately refer Member to a Forensic Loan Auditor ("Auditor"). Member will deal directly with Auditor.
  - Before contacting Auditor, Member should thoroughly familiarize themselves with Auditor's web site, which will be emailed to them when this Agreement is in effect.
  - Member will make a \$50.00 payment (in advance) for the Auditor to perform a "Preliminary Audit" for Member. The "Preliminary Audit" is designed to discover obvious violations of state and federal law.
  - In order for the Auditor to perform the "Preliminary Audit," Member will provide Auditor some loan documents required by Auditor as will be indicated by email from the Auditor. Upon Auditor's receipt of the loan documents and receipt of the \$50.00 fee, Auditor will perform the "Preliminary Audit" and contact Member by telephone to explain what has been discovered in the documents.
  - After the initial telephone consultation, Member will decide whether or not to go forward with a complete and comprehensive Forensic Loan Audit, in which the Auditor reviews all of the mortgage loan documents with the intent to identify if any of the following occurred with respect to Client's mortgage transaction: fraud, deceit, unfair practices, misrepresentation, miscalculations, violations of the Truth in Lending Act, violations of the Real Estate Settlement Procedure Act and violations of Regulation Z (any or all of these shall hereafter be referred to as "Violations").

Examples of Violations include excessive fees charged and failure to disclose fees and pre-payment penalties. The fee for the Forensic Loan Audit is \$695.00, which will be due and payable simultaneous with submission of documents described above.

- Upon completion of the Forensic Loan Audit the Auditor will prepare a written Report detailing Violations, and will immediately forward the Audit Report to Member. The Auditor will subsequently contact the Member by telephone to explain the significance of the Violations discovered in the Forensic Loan Audit. Member will be given instructions on how to submit the Report to your lender.
- If the Member determines in their sole judgment to further engage the Auditor to make contact with the lender, in order to discuss restructuring the loan, such services, detailed directly below will be extended to Member for an additional fee.
- The Auditor will request the following documents from the lender: any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter. Any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS. All letters, statements and documents sent to borrower by your company. All letters, statements and documents sent to borrower by agents, attorneys or representatives of your company. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to the present date. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account to the present date.
- If so further contracted, the Auditor will send the Audit Report to the lenders Legal Dept. with all documented forensic findings. The Auditor will also file a "Qualified Written Request" directly with the lender on behalf of Member providing the lender with "Documented Exhibits of Findings."
- The Auditor sends the documented audit of the loan documents and a complaint letter to the lenders Legal Department pointing out the potential legal and non-compliance errors that include resolutions of: return of illegal fees and interest, principal rate reduction, interest rate reduction and/or loan term extension as needed and other remedies. You will be kept informed of the negotiations progress until a final resolution is agreed to.
- If lender fails to negotiate in good faith and make restitution payments to borrower based on clear violations, and/or fails to take appropriate remedial steps in restructuring the loan; and based solely on the severity of Violations, the Auditor and Administrator will refer the Member to a list of attorneys in their state to move the matter forward. The Auditor will make himself available to the attorney the Member retains to discuss ramifications arising from the Audit Report.
- If the process progresses to this stage, Members are advised (specifically herein) to talk with several attorneys. Member may engage the legal services of an attorney they believe can best serve their intentions, based on the details and Violations discovered in the Audit Report and their rapport with a given attorney.
- Based on facts determined by the Audit and existent economic situation of the Member, attorney will recommend a plan of action, and, if acceptable the Member will engage the services of said counsel and reach an agreement in writing for attorney's fees. Member will deal directly with Attorney. Neither Administrator nor Auditor receive referral fees from the Attorney.
- **Real Estate Services.** After resolution of Member's situation, and moreover, if Member has chosen to leave home ownership for any reason, Administrator (through it's officer's real estate license) will provide future counseling and services in relation to either direct home purchase or Rent to Buy (aka Lease Option) opportunities, depending on both Member's and the market's circumstances.
- **General Support.** Administrator will upon written request facilitate Member's relations with Service Entities named above. Administrator will represent Member's interest regarding any communication issues with Service Entities. All parties directly hereto, and, separately, the Service Entities, understand explicitly that a successful outcome, based on Member's realistic intentions, is our joint objective.

**Referrals.** Members understand that Administrator is strictly providing referrals to professional services and Administrator is not an attorney, can not and does not give legal advice. Further it is explicitly acknowledged by the undersigned that the fee paid to Administrator is strictly for referrals, yet Administrator will facilitate communications between Member and Service Entities, if requested by the Member in writing.

**Express Caveats:** Administrator does not engage in loan modifications in any form, and will not contact Member's lender under any circumstances.

Administrator is not a "foreclosure consultant" and does not offer to or perform: "solicitation, representation, or offer to any owner to perform for compensation or who, for compensation, performs any service which the person in any manner represents will in any manner do any of the following:

1. Stop or postpone the foreclosure sale.
2. Obtain any forbearance from any beneficiary or mortgagee.
3. Assist the owner to exercise the right of reinstatement provided in Section 2924c.
4. Obtain any extension of the period within which the owner may reinstate his or her obligation.
5. Obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained that deed of trust or mortgage..
6. Assist the owner to obtain a loan or advance of funds..
7. Avoid or ameliorate the impairment of the owner's credit resulting from the recording of a notice of default or the conduct of a foreclosure sale.
8. Save the owner's residence from foreclosure.
9. Assist the owner in obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner's residence. "

While Administrator will make referrals to an auditor and various attorneys ("Service Entities"), said parties provide their own services and are separate entities, one from another, and Administrator does and can not guarantee any services provided by or through them. To that end, Member herewith indemnifies, holds harmless and warrants it will not include Administrator as a party in any legal action with any of the parties expressly referenced in this paragraph.

**Compensation.** Upon submission of this Agreement to Administrator, applicant Member will immediately remit \$250.00 for the above referral service fully set forth in the "Scope of Services," above.

**Payment. Preferred method** is through credit or debit card utilizing Pay Pal, making payment through our website. Alternatively, payment can be made in the form of a check or money order payable to: WebGlobal, Inc., and mailed to the address first provided in this Member Agreement. Payments are non-refundable.

**Confidentiality.** Administrator agrees to hold any and all information regarding Member in strict confidence, and will only engage in communication of related issues as set forth previously above, after written request by Member; and further, will only release any information if ordered to by legal authorities.

**Process.** If this Agreement is acceptable, in order to become a Member, fill in this form with the names of individuals who are on the title to the house. Names go on **both** the top and bottom of this Agreement. The physical address of the subject property, telephone number and email address is to be filled in at the top of this Agreement. Then create a copy for yourself, by printing the document utilizing the **Print** button on the bottom of this Agreement. Then, subsequently click the **Send by Email** button on the bottom of this Member Agreement. Immediately thereafter follow the Pay Pal payment instructions above, and we will respond within 48 hours with information on how to initiate contact with the Forensic Loan Auditor. If you choose to mail this signed Agreement through the US Postal Service, use the print option and print two original documents. Retain one copy and together with your personal check, mail the physically signed other original to us using the address first written at the top of the Agreement.

**Entire Agreement.** This Agreement and the terms and conditions herein, shall constitute the entire agreement, complete understanding between Administrator and Member. Laws of the State of California shall govern this Agreement. Any actions filed in regard to this Agreement will be filed in California.

The provision of Referral services listed herein by Administrator to Member are pursuant to and in reliance upon this Agreement, and by typing their names above and below, shall constitute acceptance by Member of all the terms and conditions of this Agreement. This Agreement shall be enforceable against the parties only in accordance with the terms herein.

Thank you for the opportunity to work with you pertaining to your issues with real property. We look forward to a mutually beneficial and professional relationship. It is understood that Administrator, and, the undersigned agrees to the conditions contained herein, and will honor this agreement.

In witness whereof, the above named Members, parties hereto, have caused this Agreement to be executed and have hereunder typed their name(s):

Homeowner Name 1: \_\_\_\_\_ // Date: \_\_\_\_\_

Homeowner Name 1: \_\_\_\_\_ // Date: \_\_\_\_\_

**The signatory(ies) directly above acknowledge(s) the authenticity of this digitally signed electronic transaction in the form of a Membership Agreement by:**

- 1)typing their names (and other information) in this electronic form as they appear on their loan documents,**
- 2)clicking the "Print Form" box below and reading the print out; and**
- 3)submitting this Agreement (via email) by clicking the "Submit by Email" box at the bottom of this Membership Agreement.**

**If you have any technical problems with this electronic form simply fill in the print out you made, and mail or fax to: 866.271.5135. If this fails, call the Administrator at: 415. 234.6378.**

Please understand that you **must** have a later version of Adobe Reader on your computer in order to access the Membership Agreement and fill it out online and submit electronically.

You can get a free copy of, or upgrade your Adobe Reader from Adobe.

[ADOBE READER](#)

In some cases the form will be recognized by your older version of Adobe and offer to upgrade on the spot. If so: **Do it!!!**