

**BEFORE THE ARKANSAS SECURITIES COMMISSIONER
CASE NO C-10-0057**

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ARKANSAS SECURITIES DEPT.

**IN THE MATTER OF:
ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE"
AND ALEX CORTEZ**

RESPONDENTS

REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department ("Staff") received information and has in its possession certain evidence that indicates Aria & Associates, Inc. "American Loan Assistance" ("Aria") and Alex Cortez ("Cortez") have violated provisions of the Arkansas Fair Mortgage Lending Act ("FMLA"), Ark. Code Ann. §§ 23-39-501 through 23-39-518 and the Rules of the FMLA ("Rules").

Administrative Authority

1. This matter is brought in connection with violations of sections of the FMLA and is therefore properly before the Arkansas Securities Commissioner ("Commissioner") in accordance with Ark. Code Ann. § 23-39-514(d).

Respondents

2. Aria is a California corporation believed by the Staff to have its main office in Irvine, California. Aria has never been licensed under the FMLA in any capacity.

3. Cortez is a "loan counselor" employed by Aria. Cortez is believed by the Staff to be a resident of California. Cortez has never been licensed under the FMLA in any capacity.

Facts Supporting Request for Cease and Desist Order

4. In January 2010, Arkansas resident one ("AR1") contacted Aria concerning a modification of the terms of AR1's residential mortgage loan. AR1's residence is located in Springdale, Arkansas. AR1 spoke with Cortez, an employee of Aria. Cortez told AR1 that Aria could get a modification of AR1's mortgage loan of between one to four percent.

5. After AR1's initial contact with Aria, Cortez sent a fax with attached forms and documents to AR1. The forms and documents Cortez sent to AR1 included: a fax cover sheet containing instructions, attached as "Exhibit 1"; general information and instructions sheets, attached as "Exhibit 2"; a Borrower Contact and Employment Information form, attached as "Exhibit 3"; a Financial Worksheet, attached as "Exhibit 4"; a Hardship Letter form, attached as "Exhibit 5"; an Aria & Associates, Inc. "American Loan Assistance" Agreement, attached as "Exhibit 6"; a return fax cover sheet, attached as "Exhibit 7"; an Authorization to Release Information form, attached as "Exhibit 8"; a Payment Option Authorization form, attached as "Exhibit 9"; another general solicitation page, attached as "Exhibit 10"; and a Home Affordable Modification Program Hardship Affidavit form, attached as "Exhibit 11". The information required from AR1 to complete the forms provided by Aria and Cortez is all of the standard personal financial information required from a borrower, like AR1, by a mortgage broker or lender during the mortgage loan application process. AR1 completed and faxed all of the paperwork provided by Aria to Cortez.

6. After AR1 had sent the forms and documents to Cortez, AR1 received a form letter from Aria, attached as "Exhibit 12". This form letter from Aria states "Congratulations! You have been determined eligible for the loan modification program". Later in this same letter it states,

Your lender will contact you often. Do not discuss your hardship or financials. Do not provide any new information, or update/verify any information with your lender; we will do all of that for you as your representative. Please refer them to Aria and Associates and let them know that Aria and Associates has been authorized to represent you in your request for loan modification. We will be providing your lender with strategically prepared information based on the application you submitted.

7. The Aria & Associates, Inc. "American Loan Assistance" Agreement, Exhibit 6, required AR1 to pay an advanced 'retainer' fee to Aria in the amount of \$1,800.00. Aria obtained payment of this advanced fee by debiting AR1's checking account on January 25, 2010, for \$200.00, on February 2, 2010, for \$700.00, and on March 2, 2010, for \$900.00. Aria has never refunded or returned any part or portion of this \$1,800.00 to AR1.

8. In ¶¶ 11-1 through 11-3 of the Aria & Associates, Inc. "American Loan Assistance" Agreement, Exhibit 6, it details the right that AR1 had to a refund of the advanced retainer fee paid by AR1 to Aria. In addition, the general solicitation page, Exhibit 10, states that "If we (Aria) are unable to resolve your problem, you pay nothing! Guaranteed!" Despite full cooperation and numerous telephone calls from AR1, Aria failed to obtain any modification of AR1's mortgage loan. In fact, AR1 has been unable to determine that Aria performed any real modification work on AR1's behalf. Nevertheless, Aria has failed and refused to refund any amount of the \$1,800.00 AR1 paid to Aria for loan modification services.

Applicable Law

9. Ark. Code Ann. § 23-39-503(b) states that it is unlawful for any person other than an exempt person to act or attempt to act, directly or indirectly, as a mortgage broker, mortgage banker, loan officer, or mortgage servicer with any person located in Arkansas without first obtaining a license from the commissioner under the FMLA.

10. Ark. Code Ann. § 23-39-503(c) states that it is unlawful for any person other than an exempt person to employ, to compensate, or appoint as its agent any person to act as a loan officer unless the loan officer is licensed as a loan officer under the FMLA.

11. Rule 5003-3(c)(1) of the Rules states that a person offering or negotiating loan modification services is, at least at a minimum, indirectly acting as a loan officer. Therefore, any person who directly or indirectly solicits, accepts, or negotiates; or offers or attempts to solicit, accept, or negotiate loan modifications for a borrower; and receives compensation or gain, is required to be licensed as a loan officer.

12. Ark. Code Ann. § 23-39-513(7) states it is unlawful for any person in connection with the solicitation or making of any mortgage loan to engage in any transaction, practice, or course of business that is misleading or deceptive.

13. Ark. Code Ann. § 23-39-514(d) states that upon finding that any action of a person is in violation of the FMLA, the Commissioner may summarily order the person to cease and desist from the prohibited action.

Conclusions of Law

14. As detailed in ¶¶ 4-7, Aria violated Ark. Code Ann. § 23-39-503(b) when it solicited and acted as a mortgage broker with AR1 without first being licensed under the FMLA.

15. As detailed in ¶¶ 4-5, Cortez violated Ark. Code Ann. § 23-39-503(b) when he solicited and acted as a loan officer with AR1 without first being licensed under the FMLA.

16. As detailed in ¶¶ 4-5, Aria violated Ark. Code Ann. § 23-39-503(c) when it employed or appointed Cortez to act as a loan officer with AR1 without first being licensed under the FMLA.

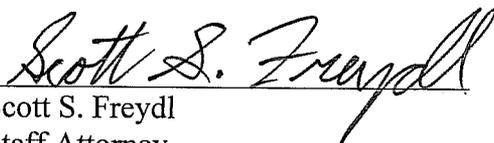
17. The documents and forms sent by Aria to AR1, as detailed in ¶¶ 4-8, are misleading and deceptive. Therefore, the documents and forms sent to AR1 by Aria constitutes one violation of Ark. Code Ann. § 23-39-513(7) by Aria.

18. The conduct, acts, and practices of Aria threatens immediate and irreparable public harm. A cease and desist order is in the public interest and is appropriate pursuant to Ark. Code Ann. § 23-39-514(d).

Prayer for Relief

WHEREFORE, the Staff respectfully requests that the Commissioner order Aria and Cortez to immediately CEASE AND DESIST from acting or attempting to act as a mortgage broker and/or loan officer in the State of Arkansas until it, all of its loan officer employees contacting Arkansas residents, and he are properly licensed under the FMLA; and, Aria to immediately CEASE AND DESIST from using misleading or deceptive solicitations, forms, and documents; and, for all other relief to which the Staff may be entitled.

Respectfully submitted,



Scott S. Freydl
Staff Attorney
Arkansas Securities Department

8/13/10
Date



To: [REDACTED] From: Alex Cortez
E-Mail: Pages:
Phone: Date:
Re: Loan Modification CC:

Urgent For Review Please Comment Please Reply

PLEASE FILL OUT COMPLETE & SIGN EVERYTHING

● Comments:

Please take a moment to look over the documents. I will need a copy of your mortgage statement.

Once you have signed the agreement, returned it with the necessary paperwork and payment, your files will go into our underwriting department to start your loss mitigation / loan modification ASAP!

Please feel free to contact me with any questions or concerns you might have.

Thank you,

Toll Free Office (800) 231-4123 EXT 207 Secure Fax (949) 732-7621

Let Us Help You Protect Your Home!

Exhibit 2



Thank you for choosing Aria & Associates, Inc. "American Loan Assistance" for your loan modification and loss mitigation needs. In order to expedite your process, we are requesting the following documents to successfully mitigate your situation. These documents are critical to our success!!

REQUIRED DOCUMENTS / FORM

- | | |
|--|---|
| <input type="checkbox"/> Recent Mortgage Statement | <input type="checkbox"/> Aria & Associates, Inc. |
| <input type="checkbox"/> Mortgage Information Form | <input type="checkbox"/> "American Loan Assistance" |
| <input type="checkbox"/> Financial Worksheet* | <input type="checkbox"/> Agreement (Contract) * |
| <input type="checkbox"/> Hardship Letter | <input type="checkbox"/> Lender Authorization Form* |
| <input type="checkbox"/> Payment Authorization Form* | |

**These forms have been provided in this packet and should be completed, signed and returned along with your supporting documents.*

INCOME VERIFICATION

(may be required later in the process)

- Your most recent Pay Stub, reflecting year to date earnings and base salary.
- A copy of your last 2 years Tax Returns, W-2's for salaried employees and 1099's or 1040's and all schedules for self-employed.
- If applicable, Social Security, Pension, Child Support or Disability Award Letter and recent check stub, bank statement, and/or end of the year tax summary showing received payment.

ASSET VERIFICATION

- 2 months Bank Statements on all Checking and Savings Accounts.
- If a member of a 401(K), Deferred Compensation Plan, or PERS/STRS, Please include a copy of your most recent statement.



Please forward the requested documents listed above to your loan counselor or underwriter as soon as possible. Within 24 hours of receiving your completed application package, I will process your information and our client customer service rep will give you a call to confirm the receipt of these items. To insure faster service, please fax back the required documents.

(949) 732- 7621 SECURE FAX

If you have any questions, please do not hesitate to call us at

(800) 231-4123 EXT 207



Available Nationwide

Are you up at night, worrying because your adjustable rate mortgage is going to reset and you can't afford the new payment? Maybe you owe more than your house is worth? Or you're unable to get a new loan because your credit is bad? Maybe you're 30/60/90 days late on your mortgage. Or perhaps foreclosure proceedings have already begun!

You Don't Have To Lose Your Home

Aria & Associates, Inc. "American Loan Assistance" can help you, like we've helped thousands of others in similar - or even worse - circumstances. Our company specializes in helping people find alternatives to foreclosure and the loss of their home. Our objective is to make sure that you realize no matter how bad your situation might be, foreclosure may be avoided if you take prompt action. Together, we may be able to resolve your delinquency without a foreclosure sale of your home. We have the skill and expertise to give you the greatest chance at getting the results you need.

How Does It Work?

Aria & Associates, Inc. "American Loan Assistance" will sit down with you and review the alternatives available to allow you to keep your home. The key to avoiding foreclosure is action! Through open communication with our loss mitigation / loan modification specialists, we can try to help you cure your mortgage default without foreclosure. In general, there are two options available to a homeowner in distress:

1) Forbearance/Formal Forbearance: A Forbearance Plan is a repayment agreement between you and your lender. We will review documentation supporting your monthly income and expenses. We will develop a plan and place a proposal in writing, providing for payment of one full monthly payment and a portion of the delinquent amount due on your account. The objective of the plan is to allow you to cure your default over a period of time, reinstating your mortgage, while allowing you to maintain your normal monthly living expenses.

2) Modification: In certain circumstances, an investor may allow us to add the delinquent amount to your loan balance or temporarily reduce the interest rate as well as your principal amount to assist you in curing the default and restoring your credit status.

Aria & Associates, Inc. "American Loan Assistance" frequently works with homeowners who due to a change in employment or other life event(s), can no longer afford their home.

A principal adjustment occurs when you owe more than your home is worth. Investor approval is based upon your financial situation and the current market value of your home.



What We Bring To the Table for You

We bring our vast experience and expertise to secure you a real solution to a challenging and stressful situation. We can provide the following services:

- ADJUSTMENT, ELIMINATION OR REPAYMENT PLANS ON ANY DELINQUENT OR PAST DUE BALANCES
- LOAN BALANCE AMOUNT TO BE LESS THAN CURRENT LOAN
- CONVERTING A LOAN TO A LONGER FIXED TERM
- REDUCING THE CURRENT AND FUTURE RATE OF INTEREST CHARGE AND MONTHLY PAYMENTS

Additional information and documentation may be required, depending on the services we provide for you and your home. Please keep in mind that this letter does not constitute a commitment or approval for assistance.

Normal collection proceedings up to and including foreclosure, will continue during the reviewing process. Therefore, we recommend that you provide Aria & Associates, Inc. "American Loan Assistance" with any required documents or financial information as soon as possible so that we can expedite your file.

What Foreclosure Means To You

Many people believe that once foreclosure begins, all hope of remaining in the home is gone. Nothing could be further from the truth. *IT IS STILL POSSIBLE TO SAVE YOUR HOME AT ANY POINT THROUGHOUT THE FORECLOSURE PROCEEDINGS.*

Please don't panic just because you have received a Notice of Default – plenty of options remain. The critical factor in determining whether or not you will be able to save your home is to act quickly – before it really is too late to do anything.

What If Foreclosure Hasn't Started Yet?

If your mortgage payments have become difficult, even if you're not yet late or in foreclosure, then it is time to act. If you are suffering a hardship due to your loan recasting (payments are too high), loss of employment, death of a relative, reduction of income, illness or any other unexpected event, we want to find a way to help you – whatever your situation – and if we can make an adjustment to your mortgage before late payments, notice of defaults, and the like, then it is better for all parties concerned.

Exhibit 3**Borrower / Co-Borrower's Contact Information**

Borrower's Name :	Co-Borrower's Name:	
Borrower's Social Security #:	Co-Borrower's Social Security #:	
Home Phone:	Best Time to Call / Preference : (circle) Home Work Cell	
Borrower's Work Phone:	Co-Borrower's Work Phone:	
Borrower's Cell Phone :	Co-Borrower's Cell Phone:	
Borrower's Email:	Co-Borrower's Email:	
Subject Property Address:		
City:	State:	Zip:
Mailing Address:		
City:	State:	Zip:
Loan Counselor:		
How did you find out about us?		

Employment Information

Borrower's Employer:	Job Title:	How Long?
Co-Borrower's Employer:	Job Title:	How Long?
	Borrower's Income	Co-Borrower's Income
Gross Monthly Income		
Net Monthly Income (Take home pay)		
Commissions / Bonus		
Other Income: Social Security, Child Support, Alimony, Rental, etc		

Exhibit 4



Financial Worksheet

Please be as detailed as possible							
Description	Estimated Value	Description	Monthly Payment	Balance Due	Description	Monthly Payment	Balance Due
Home		Mortgage Payment			Child Care		
Other real estate		Real estate Taxes			Cable		
Automobile		Homeowner's Insurance			Medical Exp		
2nd Automobile		Other Mortgage			Medical/Life Insurance		
Checking account		Alimony/Child Support			Student Loan		
Savings		Auto gas, Maintenance Parking			Credit Card		
Ira Account		Insurance - Auto			Credit Card 2		
401k/ESOP Account		Automobile Loan			Credit Card 3		
Stocks Bonds, CD's		Food/ Toiletries			Dry Cleaning		
Other Investments		Utilities/ Phone			Loan Mod Fees		
					Misc		

PLEASE! It is your responsibility to furnish this information needed for work to begin and to successfully complete your modification with the best results!

 Borrower Signature

 Co-Borrower Signature

 Date

 Date

Exhibit 5



Hardship Letter

Borrowers Name		Date	
Borrowers Address			
City	State	Zip	
Borrower's Phone Number			

**Please explain in detail your hardship or reason for being delinquent.
 (Include separate page if necessary)**

Borrower Signature

Co-Borrower Signature

Date

Date

Exhibit 6



Aria & Associates, Inc.
“American Loan Assistance”
Agreement

Aria & Associates, Inc. “American Loan Assistance” offers counseling for homeowners, whose properties are threatened by foreclosure, with regard to exploring and/or negotiating options and alternatives to avoid foreclosure. The goal of the Aria & Associates, Inc. “American Loan Assistance” Pre – Foreclosure Counseling Program is to provide as many available options as possible for the homeowner to choose from to cure or avoid a default before their property is sold, and to assist the homeowner in choosing the option that is best suited to their particular circumstances.

By signing this document, the undersigned customer [REDACTED] (“Client”), ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” are entering into a binding agreement (the “Contract”) for the provision of ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” consulting services, with respect to the default and/or foreclosure proceedings affecting the Client’s property located at:

[REDACTED]
SPRINGDALE, AR [REDACTED]

(Hereinafter referred to as the “Property”) ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” and Client (hereinafter referred to individually and collectively referred to as the “Party,” or “Parties,” respectively) hereby agree to the following terms respecting the provision of ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” service:

1. Purpose. Client hereby retains ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” to prepare a plan for helping the Client acquire and analyze proposed solutions that are acceptable to Client and Client’s mortgage lender that will provide Client the opportunity to cure the Client’s mortgage default and/or foreclosure. All such ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” services shall be performed out of ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” offices at the address noted above.
2. Retainer. In consideration for the services provided by ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” under this Contract, Client agrees to pay ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” the sum of \$1,800.00 (“Retainer”), which shall be paid by Client in an agreed payment schedule, upon execution of this Contract. Client acknowledges that the Retainer is intended to cover ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” costs and labor in performing its services under this Contract and that no portion of the Retainer is intended to be used for, Nor shall it be applied towards payment of any portion of the Client’s mortgage indebtedness or as any part of the Client’s foreclosure Rescue plan. Client acknowledges that ARIA & ASSOCIATES, INC. “AMERICAN LOAN ASSISTANCE” is not, and shall not be responsible for Client’s inability to raise any monies that may be required to be paid by Client in order to qualify or



perform under any foreclosure Rescue option that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" may procure for Client.

3. Cancellation. Client may cancel this Contract within five (5) business days of execution of this contract, by written notice to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" Cancellation of this Contract prior to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" completion of services may result in a waiver or revocation of Client's right to receive a refund of any of the fees paid to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE", pursuant to Paragraph 8 of this Contract.
4. Credit Report. Customer specifically authorizes ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to obtain a credit report if, in ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" opinion and discretion, determines that such a report will be useful in assisting ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to perform its duties under this Contract.
5. Limitations. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" cannot guarantee that Client will cure his or her mortgage default and/or that the Client will avoid foreclosure. Under no circumstances will ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" be responsible for the loss of the Client's home. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" liability, if any, to the Client shall not exceed the total of the fees paid by Client to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" pursuant to this Contract.
6. Legal Advice. Should ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" be unsuccessful in obtaining a proposed foreclosure/delinquency solution that is acceptable to both Client and Client's mortgage lender, ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" may, at its option and at the request of the Client, refer Client to legal counsel for the purpose of providing Client with advice regarding protection under Federal or State bankruptcy laws, and/or other options to protect the Client's assets. Customer acknowledges that he or she is under no obligation to contact, speak to or retain any attorney referred to Client by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" and that Client is free to seek the advice of an attorney of their own choosing. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" represents that it does not and will not receive any fee or compensation of any kind from any attorney to whom ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" may refer the Client, and the Client agrees that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall not be responsible or liable in any way for any claims, damages or causes of action suffered or incurred by the Client arising out of Client's following the advice or recommendations of any attorney referred to the Client by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE".

Client further consents to the release of Client's confidential information to any attorney that Client has authorized ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to contact on the Client's behalf. Client acknowledges that the Client alone is responsible for the accuracy of any information provided to ARIA & ASSOCIATES, INC. "AMERICAN LOAN



ASSISTANCE" by the Client and/or by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to legal counsel and that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" does not and cannot warrant the accuracy of said information.

7. Disclaimer. CLIENT ACKNOWLEDGES THAT ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" IS NOT A LAW FIRM AND THAT ITS CONSULTANTS ARE NOT ATTORNEYS. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" DOES NOT PROVIDE LEGAL ADVICE AND CLIENT ACKNOWLEDGES THAT CLIENT IS NOT AND SHALL NOT RELY UPON THE RECOMMENDATIONS OF ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" AS LEGAL OPINIONS. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" RECOMMENDS THAT CLIENT CONSULT WITH AN ATTORNEY REGARDING THE LEGAL CONSEQUENCES OF ANY FORECLOSURE RESCUE OPTION OR LOAN MODIFICATION THAT CLIENT CONSIDERS ACCEPTING.
8. Guarantee. Except as otherwise provided in this Contract, ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" guarantees that it will obtain a proposal for Rescue of the Client's mortgage loan default from Client's mortgage lender, provided that the Client has complied, within the time periods set forth in this Contract, with all of Client's duties and obligations under this Contract, including, without limitation, all information requests made to Client by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE", and that all such responses are complete and accurate. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" guarantee is limited to a refund of the fees paid by the Client to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE", as provided in Paragraph 11 of this Contract.
9. Timing. Time is of the essence with respect to the negotiation for the Rescue of the Client's mortgage, accordingly, Client agrees that it shall respond to all information requests received by Client from ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE", after the first 48 hours following the Client's execution of this Contract, within three (3) calendar days from the date that the request is delivered to Client (whether such request is made via telephone conversation or message, e-mail or facsimile transmission). In the event that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" information request is made by regular mail (via the United States Postal Service) only, Client shall respond to such request within five (5) days of the date of such request. A breach of this provision by the Client shall result in a revocation of the guarantee provided in Paragraph 5 and or Paragraph 11-3 of this Contract.
10. Client communication. Many of ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" communications with Client will be made via e-mail, due to the speed and efficiency of such communications (provided that the Client has provided ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" with an e-mail address upon execution of this Contract).

Accordingly, the Client agrees to provide ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" with an e-mail that Client can access on a no less than daily basis (provided that Client has an e-mail address) and that Client will check Client's incoming e-mail no less



than once per day to determine if any information requests or updates have been received by Client within the prior 24 hours. Client waives any liability on the part of ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" resulting from or arising out of the Client's failure to receive any information or request from ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" (or Client's delay in responding to the same) in the event of the Client's failure to comply with this provision. Upon Client's execution of this Agreement, Client shall designate what manner of delivery of documents to Client that Client wishes ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to use (i.e., fax, email, or regular mail (via United States Postal Service, etc.)). ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall deliver to Client (via Client's chosen method of delivery) a set of forms (and completion regarding the same), immediately upon Client's execution of this Contract. It shall be the Client's responsibility to return all fully completed forms to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" within 24 to 48 hours of ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" delivery of same. Aria & Associates, Inc. "American Loan Assistance" will package and arrange Client's information in whatever manner or order deemed by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" to be most effective for the purpose of ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" negotiations with Client's mortgage lender. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall not be deemed to have been retained until ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" has received this signed Contract, Client's fully completed forms, and the retainer fee due under Paragraph 2 of this Contract. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall be under no obligation to perform services under this Contract until it has been retained.

11-1. Refund. In the event that the Client has complied with all of his or her obligations hereunder and ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" is unable to obtain any proposal from the Client's mortgage lender, including a repayment plan or postponement or cancellation of Trust Deed sale, for rescue of the Client's default, then ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall refund all service fees received by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" from Client under this Contract.

11-2. Refund. Client's right to receive a full refund of fees shall be forfeited (less a processing fee equal to 45% of the retainer fee) in the event of any of the following: REFUNDS WILL BE PAID WITHIN 24 BUSINESS DAYS OF REQUEST.

(Saturdays, Sundays, and Holidays are not considered business days)

- a. The Client's failure to fully, completely and timely perform all of the Client's duties under this Contract, or if the actions or inaction of Client hinders or delays ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" performance;
- b. ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" determination that any of the information provided to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" by the Client is false or untruthful; however, ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" may, at its option, relieve the Client of such a breach if it is further determined that the Client's delivery of such false or incorrect information was due to the innocent mistake of the Client;



- c. **ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" is able to negotiate with the lender/real estate agent working on the property that has been sold (trust deed sale) for more time in the property (07-60 days).**

11-3. Refund. Client's right to receive any and all refund of the retainer fee shall be forfeited in the event of any of the following:

- a. **The client has been scheduled for multiple payments toward the retainer agreement and delays or misses a payment.**
- b. **Client's cancellation of this contract before the date that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" has completed its negotiations with the Client's mortgage lender, or two-hundred seventy days (270) from the date the Client executed this contract and has provided all of the information requested of Client by ARIA & ASSOCIATES INC. "AMERICAN LOAN ASSISTANCE".**
- c. **Client's failure to make initial contribution/down payment required by the Client's mortgage lender(s) within the time specified by said lender; or client refuses any type of repayment plan, trial modification, or workout program.**
- d. **Client failure to comply with request for document(s) as outlined in paragraph 9 of this contract**

REFUNDS WILL BE PAID WITHIN 24 BUSINESS DAYS OF REQUEST.

(Saturdays, Sundays, and Holidays are not considered business days)

12. **Exclusive Authority.** ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" shall have full and exclusive authority to determine the negotiation strategy and to perform all negotiations with Client's mortgage lender and Client waives any and all claims against or liability on the part of ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" based upon any decision made by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" in the exercise of such discretion and authority. Client agrees that, from the date of execution of this Agreement, the Client shall not communicate with Client's mortgage lender regarding any discussions, negotiations or offers related to the resolution or cure of the Client's mortgage default or delinquency. Said prohibition shall continue until such time that ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" has completed its negotiations with the mortgage lender, the Client has accepted a proposal from the Client's mortgage lender and the foreclosure process has been stopped or rescinded, or until the date of termination of this Contract, whichever occurs sooner. A breach of this provision by the Client shall result in a revocation of the guarantee provided in Paragraph 6 of this Contract.

13. **Notice of Foreclosure.** Client shall notify ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" of Client's receipt of any notice of default or foreclosure sale within twenty-four (24) hours of Client's receipt of same, including the date, if any, of any noticed sale of the Property. Should the Client fail to so notify ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" of Client's receipt of either of the aforementioned notices within 24 hours affect ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" ability to obtain a foreclosure Rescue proposal for the Client, or result in an inability of ARIA & ASSOCIATES,

"American Loan Assistance" is a division of Aria & Associates, Inc.

Modification Forms Initials ____/____



INC. "AMERICAN LOAN ASSISTANCE" to stop the foreclosure sale of the Property, then said failure of the Client to comply with this provision shall result in a revocation of the guarantee provided in Paragraph 6 of this Contract.

14. Indemnification. Client shall indemnify, defend and hold Company harmless against any claims, judgments, damages or cause of action brought or obtained against Company arising out of or related to the inaccuracy of any information provided by the Client to the Company and used by the Company in the performance and/or furtherance of the Company's performance under this Contract.

15. Governing Law. This Contract shall be interpreted according to the laws of the state in which the Property is located regardless of its conflict of laws. Any controversy or claim arising out of or relating to ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" services provided pursuant to this Contract, or any claimed act, omission or breach by ARIA & ASSOCIATES, INC. "AMERICAN LOAN ASSISTANCE" or Client, shall be resolved by arbitration administered by the American Arbitration Association or other arbitration resources as otherwise mutually agreed upon in writing the Parties. The Parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Contract.

16. Severability. If any portion of this Contract is found to be invalid or unenforceable the remaining portions shall remain in full force and effect.

17. Final Agreement. This Contract supersedes all prior negotiations and understandings of any kind with respect to the subject matter hereof, and contains all of the terms and provisions of agreement among the Parties hereto with respect to the subject matter hereof. Except as herein expressly set forth, there are no oral representations, understandings, statements or stipulations of any kind or character made by any of the parties bearing upon the effect of this Contract to induce execution of this Contract, or otherwise, which have not been incorporate herein.

By signing below, the Parties herein agree to the terms specified above.

THIS IS A LEGALLY BINDING CONTRACT, READ IT CAREFULLY BEFORE SIGNING. YOU MAY WISH TO CONTACT AN ATTORNEY BEFORE ENTERING INTO THIS CONTRACT.

 Borrower

 Co-Borrower

Date: _____

Date: _____

Exhibit 8



AUTHORIZATION TO RELEASE INFORMATION

Lender: _____ Loan # _____

Lender: _____ Loan # _____

Borrower Name:		Mothers Maiden Name
Social Security #:		
Co-Borrower Name:		Mother's Maiden Name
Social Security #:		
Property Address:		
City:	State:	Zip:

Please be advised that this is a written permission and authorization to discuss the above referenced mortgage loan account and other related mortgages to Aria & Associates, Inc. "American Loan Assistance" (herein after called the designated agents). I understand that I will be fully responsible for reviewing any information that is provided or sent by my mortgage company to my designated agents. This written authorization will remain effective until I specifically notify my mortgage company in writing that this authorization is no longer valid.

Authorization to Release Credit Information

I authorize Aria & Associates, Inc. "American Loan Assistance" and their authorized agents to obtain a credit profile through a credit bureau. The undersigned, jointly and severally, represent and warrant to the above mentioned companies that the information submitted in this personal financial statement, questionnaire and financial statement scheduled is true, correct and complete in all material respects. The information and documentation provided does not omit any material fact or matter that makes the information or documentation presented misleading.

 Borrower

 Co-Borrower

Date: _____

Date: _____

PLEASE NOTE THIS INFORMATION IN YOUR SYSTEM

Aria & Associates, Inc. "American Loan Assistance"
 2302 MARTIN ST. STE 300
 IRVINE, CA 92612

Exhibit 9



Payment Option and Authorization

Credit/Debit Card

I, _____, authorize Aria & Associates, Inc. "American Loan Assistance" and any affiliated organization / company in contract with Aria & Associates, Inc. "American Loan Assistance" to charge my credit according to the agreed upon payment plan as follows:

\$ _____ on this _____ day of _____

\$ _____ on this _____ day of _____

\$ _____ on this _____ day of _____

As evidenced by my/our signature(s) and credit card information.

E-Mail Address: _____

Full Billing Address (Address, City, Zip Code): _____

Credit Card Information: Visa, M/C, American Express (Please circle one)

Card Number

Expiration Date

CVV Code
(3/4 digits on back/front)

By signing below I authorize these payments to be made in accordance with the above stated payment schedule, and method on the dates specified above. By signing above I also verify the information provided above to be true.

X _____

Date _____

Exhibit 10**Let Us Negotiate With Your Lender For You!**

Aria & Associates, Inc. "American Loan Assistance" Loan Modification program can help you, like we've helped thousands of others in similar - or even worse - circumstances. Our company specializes in helping people find alternatives to foreclosure and the loss of their home. Our objective is to make sure that you realize no matter how bad your situation might be; foreclosure may be avoided if you take prompt action. Together, we may be able to resolve your delinquency without a foreclosure sale of your home. We have the skill and expertise to give you the greatest chance at getting the result you need. If we are unable to resolve your problem, you pay nothing! **Guaranteed!**

What Foreclosure Means To You:

Many people believe - wrongly - that once foreclosure begins, all hope of remaining in the home is gone. Nothing could be further from the truth! Trust The Experts: Aria & Associates, Inc. "American Loan Assistance" Loss Mitigation Group...we get results FAST! For your peace of mind!

IT IS STILL POSSIBLE TO SAVE YOUR HOME AT ANY POINT THROUGHOUT THE FORECLOSURE PROCEEDINGS.

Please don't panic just because you have received a Notice of Default - plenty of options remain. The critical factor in determining whether or not you will be able to save your home is to act quickly - before it really is too late to do anything.

How Our Service May Help You:

We specialize in working with your lender, or lenders, to restructure your current loan(s) by providing you with a unique, professional plan that you and your lender can accept.

We fully understand the serious nature of your problem and are aware that you may only have a short time to overcome the real possibility of losing your home. **The key to our success is constructing a financial plan that you and your lender can approve and, most importantly, that you are able to perform. We only accept cases we believe we can win on your behalf. You will be a priority in our organization!**

Unfortunately homeowners that try to work directly with their lender have a failure rate of over 80%. Our experience within the loss mitigation departments of major mortgage companies and servicers gives you the advantage needed to secure a plan you can live with. Get started today- you'll be glad you did!

Exhibit 11

**Home Affordable Modification Program
Hardship Affidavit**

Borrower Name: _____
 Co-Borrower Name: _____
 Property Street Address: _____
 Property City, ST, Zip: _____
 Servicer: _____
 Loan Number: _____

In order to qualify for _____'s ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

Borrower Co-Borrower

- My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."
- My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."
- My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."
- My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."
- My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."
- There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

Borrower/Co-Borrower Acknowledgement

- Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
- I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.



CONGRATULATIONS! You have been determined eligible for the loan modification program. We would like to start by thanking you for your business, and welcoming you to Aria and Associates, your National Mortgage Help Center.

At Aria and Associates, your National Mortgage Help Center, we are committed to providing our clients with the highest level of service. You will have a team of dedicated professionals diligently working your case to achieve the best possible outcome. If at any time during the process you have any questions or concerns, please contact me.

As you know, the loan modification process can be lengthy. Your patience and cooperation though the process is much appreciated. Below is a list of things to remember during the process.

- Continue to send in new **pay stubs** and **bank statements** each and every time you receive them. When negotiations are in process the most current information is crucial.
- Your lender will contact you often. **Do not** discuss your hardship or financials. **Do not** provide any new information, or update/ verify any information with your lender; we will do all of that for you as your representative. Please refer them to Aria and Associates and let them know that Aria and Associates has been authorized to represent you in your request for a loan modification. We will be providing your lender with strategically prepared information based on the application that you submitted. Any conflicting information could cause your case to be declined.
- Please forward any correspondence (letters and notices) that you receive from your lender immediately to Aria and Associates.
- Promptly return your Loan Modification Specialist's phone calls and emails. We like to stay in close contact with our homeowners. If we request something from you there is usually a deadline to get information or documentation to your lender. Delays in processing this request can extend the completion date.
- Make sure your Trust Account payments are made on time. Missed payments will result in a suspended modification and may cause your case to be declined.

Following these guidelines will help you to expedite the time it takes to resolve your case. Again, we truly appreciate your business, and look forward to assisting you in all of your current and future mortgage needs.