

RECEIVED

**BEFORE THE ARKANSAS SECURITIES COMMISSIONER  
CASE NO C-11-0308**

11 AUG 23 PM 1:21

ARKANSAS SECURITIES DEPT.

**IN THE MATTER OF:  
RINDA L. UNDERWOOD, NMLS&R NO. 136125,  
BUDGET REPAIRED, INC. D/B/A I'M NOT LEAVING, AND  
DAVID GEORGE**

**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 Rinda L. Underwood ("Underwood"), Budget Repaired, Inc. d/b/a I'm Not Leaving ("Budget Repaired"), and David George ("George") 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. Underwood is a resident of Bentonville, Arkansas. Underwood was licensed as a loan officer under the FMLA with American Mortgage of Rogers until January 1, 2011, NMLS&R no. 136125. Underwood was never licensed under the FMLA in any capacity with Budget Repaired.

3. Budget Repaired is a corporation organized and operating under the laws of the State of Texas with its main office in Houston, Texas. Budget Repaired has never been licensed under the FMLA in any capacity.

4. George is an agent, director, and control person of Budget Repaired. George has never been licensed under the FMLA in any capacity.

**Facts Supporting Request for Cease and Desist Order**

5. During January 2011, Arkansas resident one ("AR1") received a solicitation in the mail from Underwood, an employee of Budget Repaired, offering to modify the terms of AR1's mortgage loan. This solicitation is attached hereto as Exhibit 1. After receiving this solicitation, AR1 contacted Underwood by telephone. During AR1's telephone conversation with Underwood, AR1 and Underwood discussed a modification of the existing mortgage loan for AR1's residential dwelling located in Mayflower, Arkansas. After the initial telephone conversation, Underwood sent a packet of documents to AR1. The documents included a fax cover sheet (attached hereto as Exhibit 2); a letter from Underwood, residential property specialist with Budget Repaired (attached hereto as Exhibit 3); a Budget Repaired form titled Mortgage Modification Support Third Party Authorization/Power of Attorney Agreement to Release (attached hereto as Exhibit 4); a Credit Card Authorization Form (attached hereto as Exhibit 5); a form titled Check Authorization Form (attached hereto as Exhibit 6); and a form titled Residential Principal Reduction Servicing Agreement (attached hereto as Exhibit 7). Underwood's letter to AR1, Exhibit 2, was on I'm Not Leaving letterhead. In addition, the agreement, Exhibit 7, lists I'm Not Leaving as one of the parties to the agreement. Further, the Credit Card Authorization Form and the Check Authorization Form both list Budget Repaired as the entity authorized to charge and receive payment of a fee from AR1's credit card or checking account. Finally, the return address listed on all of the forms faxed to AR1 is Budget Repaired's address.

6. The letter and forms listed in paragraph one clearly show that Underwood and Budget Repaired were offering to modify the terms of AR1's existing mortgage loan in exchange for a fee of \$2,500. AR1 ultimately decided not to use Underwood and/or Budget Repaired to modify the terms of AR1's mortgage loan, so AR1 did not complete or return these documents and forms to Underwood or Budget Repaired.

7. In 2010 Underwood and Budget Repaired solicited six other Arkansas residents (AR2 through AR7) offering mortgage loan modification services. Each of these six Arkansas residents received forms and paperwork from Underwood and Budget Repaired that were the same as the forms and paperwork listed in paragraph five. Letters sent by Underwood, as residential property specialist, to four of the six Arkansas residents are attached hereto as Exhibits 8 through 11. In addition, at least four of the six Arkansas residents paid a fee to Underwood and Budget Repaired. The Staff has received no evidence any of the mortgage loans for these six Arkansas residents were successfully modified by Underwood and/or Budget Repaired.

8. On May 24, 2011, David George, sent a letter in response to a written request from the Staff for information concerning the mortgage loan modification activities in Arkansas of Budget Repaired. Mr. George's letter is attached hereto as Exhibit 12. On July 13, 2011, the Staff issued a subpoena to David George on behalf of Budget Repaired. This subpoena was served on July 15, 2011. The subpoena requested specific information about the mortgage loan modification activities of Budget Repaired in Arkansas. Budget Repaired and George have failed and refused to respond to the subpoena issued by the Staff.

9. As a director and control person, George was responsible for directing and controlling the actions of Budget Repaired. Therefore, George is responsible for the actions of Budget Repaired concerning any violations of the FMLA.

### **Applicable Law**

10. 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.

11. Rule 5003-3(c)(2) of the Rules states that any person who directly supervises individuals who solicit, accept, or negotiate; or offer or attempt to solicit, accept, or negotiate loan modifications for compensation or gain are required to be licensed as mortgage brokers.

12. Ark. Code Ann. § 23-39-503(a) states that it is unlawful for any person located in Arkansas 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 without first obtaining a license from the Commissioner under the FMLA.

13. 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.

14. 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 to 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.

15. Ark. Code Ann. § 23-39-513(4) states that it is unlawful for any person other than an exempt person to pay, receive, or collect, in whole or in part, any commission, fee, or other compensation for brokering a mortgage loan in violation of this subchapter, including a mortgage loan brokered or solicited by any unlicensed person other than an exempt person.

16. Ark. Code Ann. § 23-39-513(13) states that it is unlawful for any person in the course of mortgage loan activity to unreasonably fail to deliver or provide information or documents promptly to the Commissioner upon written request.

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

### **Conclusions of Law**

18. As detailed in paragraphs five through seven, Underwood violated Ark. Code Ann. § 23-39-503(a) when she acted as a loan officer with AR1 through AR7 without first being licensed under the FMLA.

19. As detailed in paragraphs five through seven, Budget Repaired and George violated Ark. Code Ann. § 23-39-503(b) when Budget Repaired acted as a mortgage broker with AR1 through AR7 without first being licensed under the FMLA.

20. As detailed in paragraphs five through seven, Budget Repaired and George violated Ark. Code Ann. § 23-39-503(c) when Budget Repaired employed or appointed Underwood to act as a loan officer with AR1 through AR7 without first being licensed under the FMLA.

21. As detailed in paragraph seven, Underwood, Budget Repaired, and George violated Ark. Code Ann. § 23-39-513(4) when Underwood and Budget Repaired collected commissions or advance fees from at least four Arkansas residents for attempting to renegotiate or modify the

terms of their mortgage loans without first being licensed as a loan officer or mortgage broker under the FMLA.

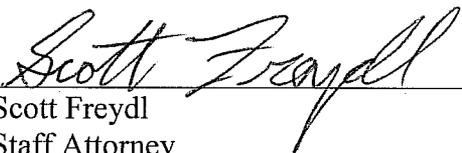
22. As detailed in paragraph eight, Budget Repaired and George violated Ark. Code Ann. § 23-39-513(13), when Budget Repaired and George failed and refused to provide information about the mortgage loan modification activities in Arkansas of Budget Repaired in response to the subpoena issued by the Staff.

23. The conduct, acts, and practices of Underwood, Budget Repaired, George, and the employees of Budget Repaired threaten 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).

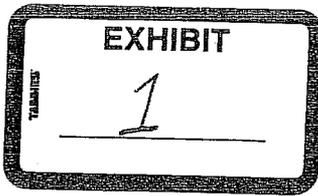
#### **Prayer for Relief**

**WHEREFORE**, the Staff respectfully requests that the Commissioner order Underwood, Budget Repaired, and George to immediately cease and desist from acting or attempting to act as a loan officer or mortgage broker and allowing the employees of Budget Repaired to act or attempt to act as loan officers in the State of Arkansas until they are properly licensed under the FMLA; and, for all other relief to which the Staff may be entitled.

Respectfully submitted,

  
\_\_\_\_\_  
Scott Freydl  
Staff Attorney  
Arkansas Securities Department

8/23/11  
\_\_\_\_\_  
Date



Appraised  
#150,000

Rinda

**The Holidays are upon us!**  
**HOME OWNERS RELIEF**

Start your new year off a bit less stressful.

Struggling w/ mortgage payment?

Can't refinance due to credit issues or decreased value?

15 minute application 24-48 hr approval

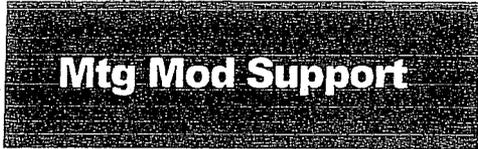
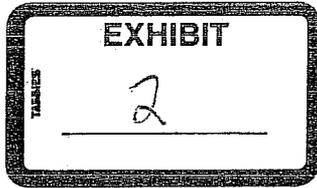
Reduce your principal balance – pay for your current true value.  
Reduce your % rate. More affordable payments

90% of all mortgages were not performed on properly. Experienced Negotiator works for you. Retention cost. \$2500.00

Behind or current on payments, not based on credit score. No appraisal, closing costs or added fees. appraisal, closing costs, or

479-903-3000

440 Benmar Suite 3332  
Houston, TX 77060  
281-668-4282 tel  
713-481-6708 fax



# Fax Cover Sheet

To: Mortgage Modification Support From: \_\_\_\_\_

Pages: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Re: \_\_\_\_\_ cc: \_\_\_\_\_

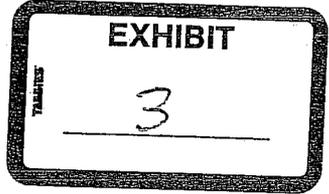
Urgent     For Review     Please Comment     Please Reply     Please Recycle

Comments:

Please make sure to return all below listed documents or we will not be able to proceed with your file.

Required Documents:

- Third Party Authorization / Power of Attorney
- Payment Authorization (Credit Card or Check)
- Most Recent Mortgage Payment Statement
- Principal Reduction Money Back Guarantee Agreement
- Copy of Note from most recent closing
- Copy of Trust or Mortgage from most recent closing



January 28, 2011

### Principal Reduction Proposal

Mayflower, AR 72106

Dear

Based on our analysis of the submitted pre-qualification information, we believe we can achieve the following:

- **Money Back Guaranteed 10% Principal Reduction!**  
(We guarantee a minimum of 10% principal reduction or you get your money back)
- **Interest Rate Reduction**  
(We will negotiate a rate reduction requesting current market rate)
- **Fixed Interest Rate for Length of Loan**  
(We will negotiate a fixed rate requesting a fixed interest rate)

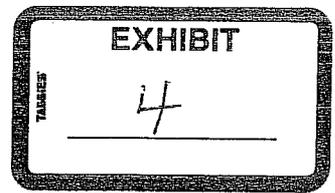
Retention cost 2,500.00

Initials \_\_\_\_\_

Thank You for giving us the opportunity to offer the Principal Reduction Program solution.

*Please contact me with any questions!*  
 Rinda Underwood  
 Residential property specialist  
 479-903-3000  
 rinda.tmc@hotmail.com

Mortgage Modification Support  
Third Party Authorization/Power of Attorney  
Agreement to Release Form



Loan Number: \_\_\_\_\_

Borrower Names(s): \_\_\_\_\_

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

For the purpose of assisting in pursuing and negotiating a loss mitigation alternative, I do hereby give my written permission for \_\_\_\_\_ (Lender), to release and/or to otherwise provide to **Mortgage Modification Negotiation Team including Autumn Latham, David George, Tom Lastousky, Leslie Pineda, Christina Harris**, public and non-public personal finance information contained in my loan account which may include, but is not limited to: loan balances, final payoff statements, loan status, payment history, payment activity, property information, and/or negotiations on my behalf.

The Lender will take reasonable steps to verify the identity of the Negotiators authorized above, but will have no responsibility or liability to verify the true identity of the requestor when Negotiator asks to discuss my account or seeks information about my account, nor shall the Lender have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account. I do hereby indemnify and forever hold harmless the Lender from all actions and cause of action, suits, claims, attorney fees, or demands against the Lender which I and/or my heirs may have resulting from the Lender discussing my loan account and/or providing any information concerning my loan account to the Negotiator or person identifying themselves to be the Negotiator.

Furthermore, the Power of Attorney for real estate transactions includes the right to execute, receive and acknowledge any and all documents, instruments, necessary to complete loan modification for the property, including but not limited to contracts, addenda, releases, checks, mortgages, commitment letters, affidavits, statements.

**Purpose for Third Party Authorization and Agreement to Release Form: To assist negotiator in obtaining a loan modification.** Borrower is authorizing lender to release the following information:

*(Please check one or all)*

- Financial Data (i.e.: interest rate, balance, etc...)
- Loan payment status
- All** information related to the loan number referenced above.

\_\_\_\_\_  
(Printed Borrower Name) (Date)

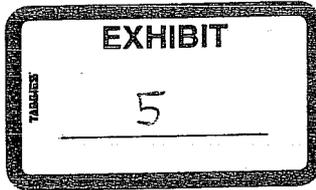
\_\_\_\_\_  
(Last four digits of Social Security Number)

\_\_\_\_\_  
(Borrower's Signature)

\_\_\_\_\_  
(Printed Co-Borrower Name) (Date)

\_\_\_\_\_  
(Last four digits of Social Security Number)

\_\_\_\_\_  
(Co-Borrower's Signature)



## Credit Card Authorization Form

To prevent the unauthorized use of your credit card. We require this authorization form to be completed & signed.

### Instructions:

- 1) Print this form.
- 2) Place credit card on box below and photocopy form. Please block off the security code from your credit card.
- 3) Authorize the charges to your credit card by signing below.
- 4) Fax signed form to 713-481-6708. No cover sheet is required.

Place Credit Card Here	Copy of ID showing your signature OR Copy of back of credit card
------------------------	--

Transaction #: (OFFICE USE ONLY) \_\_\_\_\_

Item Description: (OFFICE USE ONLY) \_\_\_\_\_

Total Amount: (OFFICE USE ONLY) \_\_\_\_\_

Card Number: \_\_\_\_\_

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

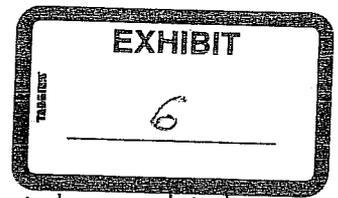
I agree to pay the total amount as entered above according to the card issuer agreement. I hereby authorize BudgetRepair or its subsidiaries to charge the above credit card for this amount. I agree to be bound by Budgetrepair's terms of use and instructions for this transaction. All transactions will appear as Budget Repair on your billing statement.

Signed: \_\_\_\_\_

Cardholder: \_\_\_\_\_

BudgetRepair  
440 Benmar Dr. #3332  
Houston TX 77060  
Phone: 713-481-2554 Fax: 713-481-6708

# Check Authorization Form



To prevent unauthorized use of your Checking Account, We require this authorization form to be completed for payment authorization.

**Instructions:**

- 1) Print this form
- 2) Place driver's license on box below
- 3) Place copy of completed and signed check on box below and photocopy form.
- 3) Authorize charge to checking account by signing below.
- 4) Fax signed form to 713-481-6708.

No cover sheet is required.

Place driver's license here.

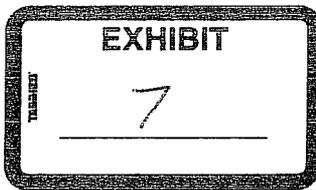
Place completed check here.  
Made payable to "BudgetRepair"

I agree to pay the total amount indicated in the above check made payable to BudgetRepair. I hereby authorize BudgetRepair or subsidiaries to charge the above checking account for the amount indicated in the check. I agree to BudgetRepair's terms of use and instructions for this transaction.

Amount Authorized to charge: \$ \_\_\_\_\_

First and Last Name: \_\_\_\_\_

Signature & date: \_\_\_\_\_



## RESIDENTIAL PRINCIPAL REDUCTION SERVICING AGREEMENT

This Agreement is made on \_\_\_\_\_, by and between I'm Not Leaving ("IMNL"), located at 440 Benmar Dr #3332, Houston, TX 77060, and \_\_\_\_\_ ("Client"), located at \_\_\_\_\_ (Client Address).

### I. PURPOSE AND SCOPE OF AGREEMENT

1.1 Client desires to use the services of IMNL for the purpose of Residential Loan Principal Reduction Packaging and Submittal as provided for under the terms and conditions stated below.

### II. IMNL RIGHTS AND RESPONSIBILITIES

2.1 IMNL shall furnish to Client upon demand the services of Loan Principal Reduction Packaging and Submittal in a timely manner and in accordance with Client's reasonable request. IMNL will:

- a. Contact the Lender(s) to discuss/negotiate the loan principal reduction request(s) and package of supporting documents.
- b. Communicate regularly with the Lender(s) on behalf of Client.
- c. Assist the Client in understanding and deciding about the principal reduction terms offered by the Lender(s).
- d. IMNL will attempt servicing in the form of, but not limited to:
  - i. Change adjustable interest rate to a fixed interest rate;
  - ii. Reduce fixed interest rate to a lower fixed interest rate;
  - iii. Reduce balance of the principal amount of the loan;
  - iv. Reduce adjustable interest rate / reduce CAPS of adjustable interest rate;
  - v. Stop upward adjustment of adjustable interest rate;
  - vi. Arrange for the delinquent payment amounts to be added to the end of loan;
  - vii. Arrange for the delinquent payment amounts to be added to a longer loan period;
  - viii. Arrange for the delinquent payment amounts to be accepted in an alternative payment plan;
  - ix. Eliminate or reduce the delinquent payment amounts;
  - x. Eliminate balloon payment
  - x. Arrange for the lender to accept a discounted pay-off or forbearance.

2.2 IMNL's employees have no authority to act for or on behalf of Client, except as provided for by written letter or contract agreement furnished by Client to IMNL.

2.3 IMNL's employees may not make, alter, revise, or otherwise diverge from the terms and conditions of this Agreement, nor revise, alter, or depart from the conditions or policies of Client which are furnished to IMNL's employees. IMNL's employees may not incur any debt obligation, expense, promise or other liability of any kind against Client without Client's express written prior permission.

2.4 IMNL shall be responsible for all federal and state taxes and contributions incident to any operations or services rendered hereunder, including but not limited to, federal and state income taxes, employee withholding taxes, worker's compensation insurance, sales taxes, use taxes, property taxes, permit fees, licensing fees, etc. assessed against IMNL or IMNL's employees or subcontractors. IMNL shall make all reports required in connection therewith, including, but not limited to, IRS 941 reports. It is expressly

agreed that Client shall not be responsible for or liable for any payment of taxes accruing by reason of any operations or services performed hereunder. IMNL hereby indemnifies and holds Client harmless from any and all liability and claims for payments for such taxes and contributions as well as any and all penalties, interest, costs, or legal defense fees assessed in connection therewith.

### III. CLIENT RIGHTS AND RESPONSIBILITIES

3.1 Client shall be responsible for providing IMNL with the following information as it pertains to the loan(s) subject to modification:

- a. Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and correspondence from the lender(s).
- b. Information about any business income and assets, including:
  - i. Grantor's Paystubs, W2s, 1099s, tax returns, profit and loss statements, schedules of real estate owned, bank statements, proof of any other income.
- c. Information about the Subject Property, including:
  - i. Property profile, comparable sales, active listings, current property listings and other applicable documents.
  - ii. Information about the Client's ability to repay the loan(s), including: credit history, hardship circumstances, financial profile (assessment of income, assets, expenses and housing debt to income ratio).
- d. Prepare and submit principal reduction request and package of supporting documents to lender(s).

3.2 Any and all fees owed by Client to IMNL should be promptly paid to IMNL as follows:

- a. \$2,500 Fee Due upon signing this contract to be applied toward direct and immediate costs associated with the service.

3.3 Client and/or its representative shall at all times have access to the product of all IMNL efforts wherever services are performed and whatever the stage or progress of the services.

3.4 In addition to any and all rights and remedies that Parties may have against each other in law or equity, the Parties hereby agree to protect, indemnify, save and hold each other harmless from any and all claims, demands, causes of action, and law suits of each and every character and kind that may arise out of the performance of this agreement in favor of IMNL, IMNL's employees, subcontractors, any third parties, from or incident to the performance of the services contemplated hereunder, whether or not caused by the sole, joint or concurrent negligence of Client or IMNL or third parties. Notwithstanding the foregoing, the indemnity provision of this Agreement shall be effective only to the maximum extent permitted by law, including, but not limited to, the laws of the State of Texas. The parties agree that in the event any applicable law governing this agreement is modified or amended, this Agreement, shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable law.

3.5 The parties intend that IMNL, in performing the services specified in this Agreement, will act as an independent contractor and will have control of the work and the manner in which it is performed. IMNL will be free to contract for similar services to be performed for other employers while IMNL is under contract with Client. IMNL is not to be considered an agent or employee of Client and is not entitled to

participate in any pension plans, or in bonus, stock, or similar benefits that Client provides for Client's employees.

#### IV. DURATION OF AGREEMENT

4.1 The effective date and term of this Agreement shall be the date of signing.

4.2 The term of this Agreement shall expire when Client notifies IMNL that the Client no longer desires the services of IMNL.

4.3 This Agreement, unless earlier terminated as provided below, will terminate upon expiration of the terms set forth in this Agreement.

4.4 In the event of a breach of this Agreement by either party that is not remedied within fifteen (15) days after delivery of written notice of the breach, the aggrieved party may terminate this Agreement by written notice to the other.

#### V. COMPENSATION

5.1 In consideration for the services furnished by IMNL to Client, Client agrees to pay directly to IMNL the fees of **two thousand and five hundred dollars (\$2,500.00)** per File. A File is defined as a singular property location, regardless of the number of guarantors or lenders.

#### VI. MONEY BACK GUARANTEE

6.1 IMNL's agrees to provide a 100% Money back guarantee in the event we are unsuccessful in providing a minimum of 10% Principal Reduction from current loan balance.

##### Terms of 100% Guarantee:

12 months to provide principal reduction no refunds will be accepted or processed prior to 12 months.

Client agrees and understands this service does not provide foreclosure support.

Client agrees and understands not to contact lender during process.

Client agrees and understands compliance with all negotiation team requests for paperwork.

Client agrees and understands this guarantee is a 12 month contract and cancellation by the client prior to 12 months does not qualify for a refund.

#### VII. FORCE MAJEURE CLAUSE

7.1 The parties hereby agree and acknowledge that IMNL shall not in any way be responsible for any acts, occurrences, or events that are caused by some third party, including but not limited to, Client, which may effect, disrupt, or terminate this Agreement and thereby prevent IMNL's employees from performing the services contemplated hereunder.

#### VII. GENERAL AND ADMINISTRATIVE PROVISIONS

8.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.2 Corporate Authority. If any party is a legal entity (partnership, corporation and/or trust), such party represents to the other that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary partnership, corporate, or trust proceedings and actions, including without limitation, action on the part of the directors, if the party is a corporation. Certified copies of any such corporate or other resolutions authorizing this transaction shall be delivered at execution.

8.3 No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by IMNL shall not constitute a waiver of those rights or be deemed a basis for stoppage. IMNL may exercise its rights under this Agreement despite the delay or failure to enforce the rights.

8.4 Use of Pronouns. The use of the neuter, singular pronoun to refer to a Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, individuals, or groups of individuals and to females as well as males shall in all instances be assumed as though in each case fully expressed.

8.5 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Harris County, Texas.

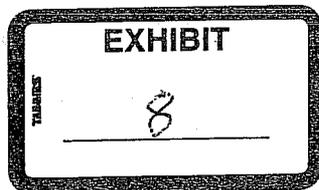
8.6 Severability. If any provision of this Agreement shall, for any reason, be held in violation of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect.

8.7 Entire Agreement. This Agreement represents the entire agreement by and between the Parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the undersigned Parties who hereby acknowledge that they have read and understood this Agreement. The undersigned parties hereby execute this legal document voluntarily and of their own free will.

\_\_\_\_\_  
IMNL Representative

\_\_\_\_\_  
Client Name & Date



November 19, 2010

## Principal Reduction Proposal

Little Rock, AR 72204

Dear

Based on our analysis of the submitted pre-qualification information, we believe we can achieve the following:

- **Money Back Guaranteed 10% Principal Reduction!**  
(We guarantee a minimum of 10% principal reduction or you get your money back)
- **Interest Rate Reduction**  
(We will negotiate a rate reduction requesting current market rate)
- **Fixed Interest Rate for Length of Loan**  
(We will negotiate a fixed rate requesting a fixed interest rate)

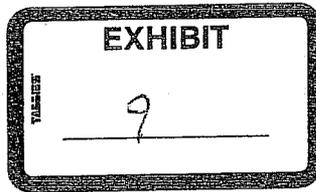
Retention cost \$2,500.00

Thank You for giving us the opportunity to offer the Principal Reduction Program solution.

*Please contact me with any questions!*

Rinda Underwood  
Residential property specialist  
479-633-0201  
rinda@themortgagecompany.biz

440 Benmar Dr. #3332, Houston, TX 77060  
Phone: 281-668-4282 Fax: 713-481-6708  
Email: support@mtgmodsupport.com



November 22, 2010

## Mortgage Solution

Bentonville, AR 72712

Dear :

Based on our analysis of the submitted pre-qualification information, we believe we can achieve the following:

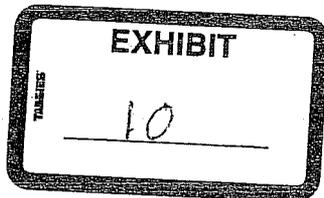
- \* **Money Back Guaranteed**
- \* **Interest Rate Reduction**  
(We will negotiate a rate reduction requesting current market rate)
- \* **Fixed Interest Rate for Length of Loan**  
(We will negotiate a fixed rate requesting a fixed interest rate)

**Retention cost \$2,500.00**

Thank You for giving us the opportunity to offer the Principal Reduction Program solution.

*Please contact me with any questions!*

Rinda Underwood  
Residential property specialist  
479-633-0201  
rinda@themortgagecompany.biz



November 22, 2010

## Mortgage Solution

Decatur, AZ 72722

Dear

Based on our analysis of the submitted pre-qualification information, we believe we can achieve the following:

- **Money Back Guaranteed**
- **Interest Rate Reduction**  
(We will negotiate a rate reduction requesting current market rate)
- **Fixed Interest Rate for Length of Loan**  
(We will negotiate a fixed rate requesting a fixed interest rate)

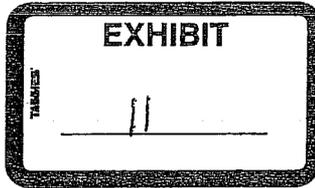
Retention cost \$2,500.00

Thank You for giving us the opportunity to offer the Principal Reduction Program solution.

*Please contact me with any questions!*

Rinda Underwood  
Residential property specialist  
479-633-0201  
rinda@themortgagecompany.biz

440 Benmar Dr. #3332, Houston, TX 77060  
Phone: 281-668-4282 Fax: 713-481-6708  
Email: support@mtgmodsupport.com



November 22, 2010

## Principal Reduction Proposal

Bentonville, AR 72712

Dear

Based on our analysis of the submitted pre-qualification information, we believe we can achieve the following:

- **Money Back Guaranteed 10% Principal Reduction!**  
(We guarantee a minimum of 10% principal reduction or you get your money back)
- **Interest Rate Reduction**  
(We will negotiate a rate reduction requesting current market rate)
- **Fixed Interest Rate for Length of Loan**  
(We will negotiate a fixed rate requesting a fixed interest rate)

Retention cost \$2,500.00

Thank You for giving us the opportunity to offer the Principal Reduction Program solution.

*Please contact me with any questions!*

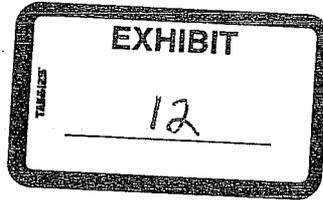
Rinda Underwood

Residential property specialist

479-633-0201

rinda@themortgagecompany.biz

440 Benmar Dr. #3332, Houston, TX 77060  
Phone: 281-668-4282 Fax: 713-481-6708  
Email: support@mtgmodsupport.com



Budget Repaired Inc.  
440 Benmar Dr #3332  
Houston, TX 77060

May 24, 2011

Arkansas Securities Department  
Heritage West Building #300  
201 East Markham St  
Little Rock, AK 72201

RE: Solicitation of Residential Mortgage Loan Modification (Letter dated 5-12-11)

Dear Ms Donna Medlin:

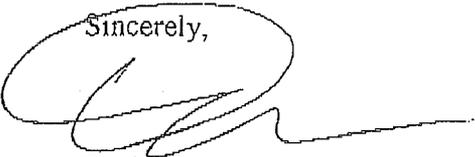
Thank you for bringing to our attention a possible problem with one of our independent contractors.

We license a business management platform, which allows independent contractors to manage and offer services to their clients.

The contract is between the independent contractors and their prospective client.

All independent contractors acknowledge and understand that customers who purchase any services through the program I'm Not Leaving/Budget Repair are considered their customer.

Sincerely,



David George