

Law Offices of David M. Schlachter, LLC

579 Main Avenue, Suite L6
Passaic, NJ 07055
973 272-4768

www.LawDMS.com
DavidS@lawdms.com
973 272-4167 (fax)

David M. Schlachter, Esq. – NY, NJ

Re: Welcome Letter

Dear :

Thank you for thinking of our office to handle your mortgage debt, imminent foreclosure, and/or foreclosure matter. We would like to take this opportunity to introduce you to the procedures and let you know what you can expect.

First, you will find our retainer agreement, authorization letter, and mortgage foreclosure worksheet attached. The full retainer is \$2,500, flat fee. This means that you can expect to only pay this amount, no matter how long this matter takes. This fee includes our full service to you for modification. Foreclosure defense and litigation require an additional retainer. This fee, however, is not expected all up front. \$1,000 is due up front, \$1,000 due within the next ninety days, and the remaining balance due upon obtaining modification. Please ask us about an "escrow payment plan" as no other fee is due besides the escrow payment plan. Please contact us to find out how the "escrow payment plan" works.

Second, our office is a law firm and will work to protect your rights. Our ultimate goal is to obtain a modification of your mortgage payments so that you can afford to live in your home. We however, may not be licensed in your State and litigation will require us to retain local counsel.

Third, this process can take several months. We ask for your patience during this time, but also recommend that you follow up with our office regarding your matter as often as you would like. It is our job to serve you. We will send you monthly updates on your case. We will also send updates as soon as there is significant movement on your file. Please call toll free, at 800 218-6503.

All we need from you to get started is: (1) your loan documents, (2) current mortgage statement, (3) signed authorization and retainer, (4) filled out worksheet, and (5) the financial information requested at the bottom of the worksheet.

We look forward to advocating on your behalf and look forward to speaking with you.

Very truly yours,



David M. Schlachter

Evening and Sunday Appointments Available!

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Date:

Engagement of Services and Retainer Agreement

_____, (herein "Client"), who resides at _____,
_____, hereby retains Law Offices of David M. Schlachter,
(herein "the Firm"), located at 579 Main Avenue, Passaic, New Jersey 07055, as the
Client's attorneys to represent the Client regarding Client's legal matters relating to
Client's mortgage debt and imminent foreclosure issues, upon the following conditions:

Client agrees to retain Law Offices of David M. Schlachter ("the Firm") to represent my
interests in the above captioned matter.

Client authorizes and empower the Firm to take all steps deemed advisable by the Firm
regarding the above matter.

Client agrees to pay the Firm for the following in exchange for representation in this
matter:

1. \$1,000 initial retainer agreement regardless of the amount of time actually spent on the case. **This is a one-time flat fee.** There is a \$500 minimum fee for initial consultation and opening of the file;
2. Client agrees to pay \$1,000 within next ninety (90) days as the remainder of the retainer agreement. The remaining \$500 due upon obtaining modification. It may be able to come out of loan upon modification;
3. **Client understands that the Firm is not licensed to practice law outside of New Jersey and New York;** should this matter require a trial or litigation then Client understands there will be an additional retainer to retain local counsel;
4. Should this Firm aid in Client's filing for bankruptcy, Client understands that there will be an additional fee to cover the bankruptcy filing procedures.
5. **Retainers set in points 1-4 are flat fees for the services offered, except for disbursements.** For each, the first \$500 goes toward disbursements. Client understands that Client is responsible for expenses beyond this initial disbursement retainer;
6. All costs of the case and disbursements including filing fees, expert fees, sheriff's fees, computerized research charges, travel, postage, and courier fees. The first \$500 are covered by the respective retainers;

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7. When the disbursement retainer is depleted, Client will advance an additional retainer to be determined by the firm. Client understand that this means Client has to pay fees when incurred, or otherwise make arrangements with the Firm to make monthly payments.

If notice of rate increase is given then Client agrees to pay the increase, or relieve the Firm as counsel.

All fees are Client's responsibility regardless of whether other persons agree to or are ordered to pay them. The Firm is under no obligation to sue for or collect fees awarded to Client.

Client agrees to pay all fees before the conclusion of the case. **Client understands the Firm may withdraw for nonpayment of fees.** Client understands that Client will be billed monthly for disbursements. Fees will be deducted from Client's retainer per month and any dues owed after the retainer is depleted, will be due within thirty (30) days.

Client understands that should the Firm bring a suit against Client for fees or disbursements due under this Agreement, Client shall be responsible for all costs of that suit and attorney's fees associated with such collection action.

Client agrees that the fees set forth in this agreement are reasonable.

The Firm agrees to retain Client's documents for seven (7) years after the conclusion of this matter. If documents are requested after the file is concluded there may be a fee for retrieval from storage.

The Firm agrees that disbursements anticipated will be limited to issues directly related to consumer debt, mortgage debt, and mortgage foreclosure, including drafting pleadings, preparation, negotiations, court appearances, conducting of trial and hearings, drafting Settlement agreements, and all other applicable actions necessary to properly represent Client in this matter.

Client understands that alternative dispute resolution methods such as mediation and arbitration are available to assist Client in this matter, and the Firm will advise Client accordingly.

Client acknowledges receiving the statement of Clients Rights and Responsibilities.

Client

Client

David M. Schlachter

Date

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Re: **Home Loan Modification**

Lending Institution: _____

Loan/Account No. _____

Dear Sir or Madam:

This letter shall be deemed to authorize the above named office to represent me in regards to any matters pertaining to our home loan. I hereby authorize this office to speak to you on our behalf and renegotiate the terms of our mortgage, discuss work-out plans, and settle any issues regarding late payments.

Sign

Print

Sign

Print

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ASSETS	
	Estimated Value
Personal Residence	
Real Property	
Personal Property	
Automobile 1	
Automobile 2	
Checking Accounts	
Saving Accounts	
IRA/401K/Keogh Accounts	
Stock/Bonds/CDs	
Case Value of Life Insurance	
Other	
Total	

Reason for Delinquency/Inability to Satisfy Mortgage Obligation:

<input type="checkbox"/> Reduction in income	<input type="checkbox"/> Medical issues	<input type="checkbox"/> Death of family member
<input type="checkbox"/> Poor budget management skills	<input type="checkbox"/> Increase in expenses	<input type="checkbox"/> Business venture failed
<input type="checkbox"/> Loss of income	<input type="checkbox"/> Divorce/separation	<input type="checkbox"/> Increase in loan payment
<input type="checkbox"/> Other: _____		

Further Explanation:

I/We obtained a mortgage loan(s) secured by the above-described property.
 I/We have described my/our present financial condition and reason for default and have attached required documentation.
 I/We consent to the release of this financial worksheet and attachments to the mediator and the plaintiff or plaintiff's servicing company by way of the plaintiff's attorney.
 By signing below, I/we certify the information provided is true and correct to the best of my/our knowledge.

Signature of Borrower	SSN	Date
Signature of Co-Borrower	SSN	Date

Please attach the following:

- ✓ Last federal tax return filed
- ✓ Proof of income (e.g. one or two current pay stubs)
- ✓ Past two (2) bank statements
- ✓ If self-employed, attach a copy of the past six month's profit and loss statement

This is an attempt to collect a debt and any information obtained will be used for that purpose.