**SUPPLEMENTAL AGREEMENT TO ATTORNEY-CLIENT AGREEMENT**

**FOR CHAPTER 13 BANKRUPTCY SERVICES**

**AND LIMITED POWER OF ATTORNEY FOR PARTICIPATION IN BANKRUPTCY COURT LOAN MODIFICATION MANAGEMENT PROGRAM**

I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereunder referred to as the “Clients”, retain and employ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Law Firm”) to represent the Clients in trying to obtain a mortgage modification through their Chapter 13 Bankruptcy under the Bankruptcy Court’s Loan Modification Management (“LMM”) program with regard to their mortgage with Mortgage Servicer (“Mortgage Company”).

**Scope of Contract**

1. Clients hereby retain Law Firm to represent them under the Bankruptcy Court’s LMM program in their current and active Chapter 13 bankruptcy proceeding. Specifically, the Law Firm will:
	1. Review all documents and history of loans and give the Clients an analysis of their situation with available options and advise whether seeking a loan modification is advisable and feasible;
	2. Gather from the Clients all necessary documents and information required under the LMM, prepare and upload such to the LMM Portal and assist the Clients in responding to requests for further documentation and information;
	3. Appear at all court hearings, mediations, facilitation meetings, etc., file all pleadings as required by the LMM program, respond to all requests from the LMM Facilitator and mortgage servicer, and negotiate with the Clients' mortgage servicer to try to obtain a loan modification; and
	4. Advise the Clients regarding acceptance of any loan modification offered and seek approval and implementation of the Clients' choice based upon this discussion, including seeking allowance of that option and payment of attorney’s fees and costs through Clients' Chapter 13 plan.
2. The Clients agrees that:
	1. The fees and costs for this representation in the LMM program will be $\_\_\_\_\_\_\_\_\_\_ (consisting of attorney’s fees of $\_\_\_\_\_\_\_\_ and costs of $\_\_\_\_\_\_\_\_) to seek a modification of their mortgage through the Chapter 13case and shall be payable to the Law Firm. These fees and costs will be collected and then paid through the Chapter 13 plan. **ALL ATTORNEYS FEES AND COSTS ARE NON-REFUNDABLE. This fee is charge for EACH mortgage the Clients try to modify. Any additional mortgage modifications will be charged an additional fee at the same amount for each mortgage sought to be modified.**
	2. There is an additional fee of $390.00 for the participation in the program. This includes the mediator fee and all portal and application costs. **ALL MEDIATOR FEES AND COSTS ARE NON-REFUNDABLE. This fee is for EACH mortgage the Clients try to modify. Any additional mortgage modifications will be charged an additional fee at the same amount for each mortgage to be modified.** Clients acknowledge that the Motion cannot be filed with the court unless and until the $380 is paid in certified funds, and further that Clients understand that motion MUST be filed within 45 days of their bankruptcy filing. Clients further understand that the Motion MAY be filed after 45 days but Law Firm cannot ensure a favorable outcome or that mortgage company will not object. Further, even if the Motion is timely filed, then Clients further understand that the Mortgage Company may object and that the Mortgage Company cannot be compelled to participate in Mediation process. Law Firm is further entitled to fees regardless of outcome.
3. Clients understand that once the LMM Motion is filed with the Court, the Clients must resume payments to the Mortgage Company under the proposed LMM payment. This payment will be made through the Chapter 13 plan. This payment will include principal, interest, insurance and taxes on the property. Clients understand that the first payment due will be in no more than 30 days from the date of the signing of this retainer.
4. The Clients understand that there is **NO LEGAL RIGHT TO A LOAN MODIFICATION UNDER ANY APPLICABLE LAW IN THE UNITED STATES**. Therefore, the outcome of the LMM program is uncertain. The Law Firm makes no representations as to the outcome. Clients understand that the amount to be proposed in the plan under the program is just an estimated payment and any final modification offered by the mortgage company may vary substantially.
5. The Clients understand that it their responsibility to obtain homeowners insurance, flood insurance and any other required insurance under the terms of the mortgage. Failure to obtain said insurance will jeopardize the probability of success in obtaining the loan modification.

 **CLIENTS UNDERSTAND THAT THE FAILURE TO HAVE PROPER INSURANCE ON THE PROPERTY WILL VASTLY INCREASE THE RISK OF THE DENIAL OF MY LOAN MODIFICATION.**

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1. The Clients understand that they must provide all required documentation to the Law Firm within 72 hours of request. There may be substantial requests for the documentation. The failure to provide this documentation will result in the denial of their loan modification.
2. Clients understand that Clients must attend at least one Mediation conference to obtain a loan modification. If there is a second conference, the Clients must attend that conference as well.
3. Clients understand that all owners of the property and all parties on the original promissory note must participate in the process, including attending the mediation conference. Their failure to do so will jeopardize the probability of success in obtaining the loan modification. These other parties are not required to file bankruptcy to participate.
4. All terms of the original retainer agreement shall remain in full force and effort and shall not be altered by the execution of this agreement.

**THE ENTIRE CONTRACT BETWEEN THE CLIENTS AND THE LAW FIRM IS CONTAINED IN THIS AGREEMENT. CLIENTS HEREBY Both Male and Female THAT THEY HAVE READ EACH AND EVERY PART OF THIS AGREEMENT AND DO FULLY UNDERSTAND SAME, ACKNOWLEDGE AND AGREE TO THE TERMS CONTAINED HEREIN AND RECEIPT OF A COPY OF THIS AGREEMENT.**

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

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Signature of Debtor 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Debtor 2

Accepted:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LAW OFFICES OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Attorney