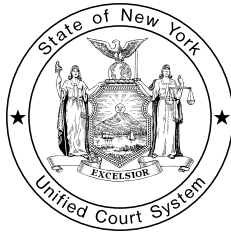


## **NOTICE TO MORTGAGOR:**

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you may be protected from foreclosure until at least January 15, 2022. If a foreclosure action is filed against you and you provide this form to the plaintiff or the court, the action will be postponed until January 15, 2022 unless the plaintiff moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the foreclosure action will be postponed until after January 15, 2022. While the foreclosure action is postponed, you may remain in possession.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

Financial assistance may be available to you, even if you have previously been denied. You should contact your local housing assistance office for application information.



Index Number (if known/applicable): \_\_\_\_\_

County and Court (if known/applicable): \_\_\_\_\_

## **MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP**

I am the mortgagor of the property at (address of dwelling unit):

---

Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.
6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against me. I further understand that my mortgage lender, or other foreclosing party may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any action or proceedings regarding my mortgage interest. I also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after January 15, 2022, if I do not fully repay any missed or partial payments and lawful fees.

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

Printed name: \_\_\_\_\_

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

**NOTICE:** You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.