



MOD Funding, Inc.
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Phone: 954.357.FUND(3863)
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Funeral Home/Cemetery _____

Authorized Funeral Home Representative _____

Decedent / Insured's Name _____

Date of Death _____

Beneficiary's Name _____

\$ _____
Assignment Amount

WFF File # For
For Internal Use Only
WFF Form WFF0010915

Insurance Company Name _____

Policy Number(s) _____

IRREVOCABLE ASSIGNMENT AND POWER OF ATTORNEY

FOR THE VALUE RECEIVED, the undersigned being the sole beneficiary and sole person entitled to receive the benefits of the insurance policies described above (the "Beneficiary") issued by the insurance company named above on the life of the decedent named above, has contracted with the above referenced Funeral Home/Cemetery (the "Funeral Home/Cemetery") for funeral / burial services and goods for the burial of the decedent as a result of which the Beneficiary is indebted to the Funeral Home/Cemetery. As a material inducement for the Funeral Home/Cemetery to provide such services and goods, the Beneficiary does hereby set over, assign and transfer to the Funeral Home/Cemetery the above stated assignment amount, plus applicable interest from the date of decedent's death as provided by state law, out of the proceeds of said insurance policy. In the event the amount payable from the insurance policy is less than the assignment amount specified above, the undersigned, agrees to pay the difference to the Funeral Home/Cemetery and/or its assignee immediately upon written demand. If any payments of the proceeds from the insurance policy are made to the undersigned, then such proceeds will be held in trust by the undersigned for the benefit of the Funeral Home/Cemetery and its assignee. The Beneficiary understands and agrees that the Funeral Home/Cemetery will assign all of its rights and benefits under this Assignment to We Fund Funerals ("WFF"). The Beneficiary listed above irrevocably authorizes and directs the insurance company to give the Funeral Home/Cemetery or WFF any information that it/they may require regarding said policy pursuant to the Federal Privacy Act (15 U.S.C. §6801, et seq.). This does not imply that WFF is governed 15 U.S.C. §6805. Beneficiary hereby irrevocably appoints David Berger, Marshall Jacobowitz, and Sandra Lawrence as his/her Attorney-in-fact, with full power of substitution, to act on his/her behalf with regard to the collection of, settlement of, and receipt of the proceeds of said policy(s), including, but not limited to, giving Funeral Home/Cemetery or its assigns the right to endorse checks, sign claimant statement forms and all other documents required by insurance company in relation to the above insurance policy to obtain said insurance proceeds as fully and to all intents and purposes as Beneficiary himself/herself could do. If for any reason it becomes necessary for WFF to enforce this Assignment or the Reassignment included below against the Beneficiary or the Funeral Home/Cemetery, it is hereby agreed that the Beneficiary and the Funeral Home/Cemetery are jointly and severally liable to WFF for the payment of the assignment amount listed above and all other interest, costs and fees (including without limitation all costs of collection, including, but not limited to, reasonable attorney's fees, and court costs) incurred by WFF in enforcing WFF's rights under this Assignment and the Reassignment below. This Assignment and the Power of Attorney are governed by the laws of the State of Florida. In addition, the Beneficiary and the Funeral Home/Cemetery agree that the exclusive jurisdiction for disputes arising out of or in connection with this Assignment and the Reassignment below are the courts located in Broward County, Florida. Beneficiary agrees to pay all costs, expenses, and reasonable attorney's fees incurred by WFF in enforcing any of the covenants and provisions of this Assignment or incurred in any action brought by or against WFF as a direct or indirect result of this Assignment and the Reassignment. Furthermore, Beneficiary warrants that he/she has not assigned the policy or any of the proceeds of the policy to any person(s) or entity(ies) whatsoever and Beneficiary hereby revokes any and all other prior assignments made of the proceeds, or any portion thereof, of the policy. In the event the policy(s) is not enclosed, I certify that the policy(s) has been lost or destroyed. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 201_____.

Beneficiary Signature

Relationship to Decedent / Insured

Date of Birth (must be over 18)

Social Security #

(_____) _____
Home Phone

(_____) _____
Cell Phone

Home Address _____

City _____

State _____

Zip _____

IRREVOCABLE REASSIGNMENT AND POWER OF ATTORNEY

FOR THE VALUE RECEIVED, the undersigned Funeral Home/Cemetery and it's Funeral Director/Owner/Representative do hereby Irrevocably Reassign, transfer and set over to MOD Funding, Inc. dba We Fund Funerals, ("WFF") its successors and assigns, all of the rights and benefits of and to the above Assignment by Beneficiary and the insurance proceeds, interest, costs and fees therein referred to, and do hereby direct that payment of all such amounts be made directly to WFF. Funeral Home/Cemetery further irrevocably appoints David Berger, Marshall Jacobowitz, and Sandra Lawrence, as it's Attorney-in-fact, with full power of substitution, to act for it with full power with regard to the collection, settlement, and receipt of the proceeds as said policy(s) listed above, including, but not limited to, the right to endorse checks and take all other actions which Funeral Home/Cemetery has the right to take pursuant to the Assignment above. In the event the Insurance Company does not for any reason make full payment on the above insurance policy(s) to WFF within (60) sixty days after the date of this Reassignment, the Funeral Home/Cemetery and its Director/Owner/Representative will be fully responsible and liable to WFF for the unpaid balance of the above assignment amount, plus 1.5% monthly interest after this date until paid, and all costs of collection, expenses and reasonable attorney's fees, whether an action be brought or not. In the event that full payment of the assignment amount listed above and all other interest, costs and fees is not received by WFF within ninety (90) days after the date of this Reassignment, then the undersigned does hereby irrevocably guaranty to fully and promptly pay WFF the amount of the reassigned benefits. This Reassignment and the Power of Attorney are governed by the laws of the State of Florida. In addition, the Beneficiary and the Funeral Home/Cemetery agree that the exclusive jurisdiction for disputes arising out of or in connection with this Assignment and the Reassignment below are the courts located in Broward County, Florida. This Reassignment incorporates by referenced all of The Funeral Home / Cemetery's duties and obligations to WFF in the above Assignment all of which are binding on the Funeral Home / Cemetery. The above Funeral Home/Cemetery hereby authorizes the above Insurance Company to issue a check(s) directly to WFF. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 201_____.

Authorized Funeral Home Representative Signature

The foregoing ASSIGNMENT and REASSIGNMENT was executed before me, _____, a Notary Public, by _____.

Authorized Funeral Home Representative and _____ Beneficiary, who is personally known to me or has produced identification.

Notary's Signature

Date

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Notary Stamp/Seal