

RUDY LIRA KUSUMA & ASSOCIATES, REALTORS®  
960 E. LAS TUNAS DRIVE #A, SAN GABRIEL, CA 91776  
DIRECT: (626) 780-2221 | FAX: (626) 371-9208  
[WWW.TEAMNUVISION.NET](http://WWW.TEAMNUVISION.NET)

# SHORT SALE APPROVAL LETTERS

**IMPORTANT!  
PLEASE READ:**

Attached are partial list of short sale approval letters; these are actual written short sale approval negotiated by Rudy Lira Kusuma. The name and address for each property are blacked out to protect the privacy of the individuals. Results may vary for each short sale case is unique. There is no guarantee for your short sale to get approved; the success for each short sale is subject to your lender's approval and final review of your specific financial statements, property market analysis, and your co-operation with the process. Please schedule a personal and confidential consultation session with Rudy Lira Kusuma to determine the feasibility of your particular case. Rudy cell: 626-780-2221

# Sample Approval Letters

This list is by no means a comprehensive list of every approval letter obtained by Rudy Lira Kusuma; rather, it should be used by you to see how a typical approval letter looks and as proof of Rudy's ability to negotiate and secure these approvals.



Nationstar Lending



AURORA  
A Lehman Brothers Company

GMAC



AVELO  
MORTGAGE



PNC BANK

Countrywide



REGIONS

Beneficial  
Member HSBC FSI Group

Homecomings  
Financial  
A GMAC Company



CMS  
Carnegie Mortgage Services, LLC

HOMEQ SERVICING  
A GE MONEY COMPANY

SPS SELECT  
SERVICING, Inc.

CHASE

HSBC

SUNTRUST

citi

imb IndymacBank



citi mortgage

LLS Litton Loan Servicing

WACHOVIA

citi financial



WaMu

July 13, 2009

[REDACTED]  
LOS ANGELES, CA 90042

RE: Borrower/Loan # [REDACTED] 0756301222 and 0756301230  
Property Address: [REDACTED]  
LOS ANGELES, CA 90042  
(Terms and Escrow Instructions)

Dear Borrower:

This letter is to confirm that Washington Mutual Bank has agreed to accept less than full payoff to release its lien interest for the referenced loans. The sales price is \$338,000.00 and the net proceeds to Washington Mutual Bank for both loans must be no less than \$312,242.34 with a closing date of 07/24/2009.

Separate proceeds checks must be sent for each loan. Under this agreement, the net proceeds applied to loan number 0756301222 will be \$307,242.34 and the net proceeds applied to loan number 0756301230 will be \$5,000.00.

If these amounts are not received within five (5) days of the scheduled close date, this offer shall become null and void and all amounts owed under the terms of the loans shall be due. The reduced payoff amount is subject to the following conditions and stipulations.

- No other liens, judgements, repairs, or buyer's costs shall be paid through escrow without prior written permission from Washington Mutual Bank.
- Please execute and return the "Waiver of Funds" document, including the seller's mailing address prior to the close of escrow.
- This transaction is between the Seller and Buyer as indicated on the certified HUD-1. Any unauthorized title transfer or change of Buyer(s) will be a violation of this demand, making it immediately null and void.
- Any overages must increase the net proceeds and any escrow/impound balances, which also include any insurance and property tax refunds. These will be applied to reduce the total debt of the loan.
- The seller shall not receive any proceeds from the sale of the property.
- Please fax the preliminary HUD-1 Settlement Statement to my attention for final review and approval 24 hours before closing to [REDACTED].
- A certified, fully executed copy of the final HUD-1 Settlement Statement must be included with the certified payoff check.
- The Seller's contribution amount shall be no less than \$ [REDACTED] towards the closing of this transaction, inclusive of the payoff demand referenced above.
- A per-diem in the amount of \$104.00 will be charged starting the day after the scheduled close date until five (5) days of the scheduled close date unless prior written approval has been issued extending close of escrow.
- Washington Mutual Bank reserves the right to pursue collection of the remaining balance due on the promissory note for loan number 0756301230.

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Loan: 0756301222 and 0756301230

**The Escrow Agent is required to disburse escrow proceeds as follows:**

Real Estate Commission:	\$14,985.00
All other costs:	\$10,772.66
Total Closing Costs:	\$26,757.66

**Any additional closing costs not indicated above will need to be paid by a party other than Washington Mutual Bank, and must be approved in advance by Washington Mutual Bank.**

Please note that the payoff demand is inclusive of appropriate re-conveyance fee charged by Washington Mutual Bank. Washington Mutual Bank will instruct the Trustee, if applicable, to record a full reconveyance unless Washington Mutual Bank receives contrary written instructions. Additionally, hazard insurance placed by Washington Mutual Bank, if applicable, will be cancelled upon payoff of the loan. The terms of this agreement may constitute a forgiveness of debt for the referenced Seller. Washington Mutual Bank, will report any forgiveness of debt in accordance with Internal Revenue Service requirements. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

The terms and conditions of this agreement shall be null and void if bankruptcy is filed by the Seller prior to the close of escrow and the sale is set aside by a bankruptcy court.

Washington Mutual Bank or the insurer have no obligation to any party concerning the sale, including but not limited to the buyer, sellers, brokers, contractors, escrow or title companies.

If you have any questions, please contact or fax me at the numbers listed on the cover letter.

Sincerely,

Senior Settlement Representative  
Loss Mitigation Department

CC: Escrow Agent

**VERY IMPORTANT!!!!**

Please direct all payoff checks, HUD-1 Settlement Statements or additional funds in accordance with payoff demands to:

Washington Mutual Bank  
Mail Stop: SC1 2101  
Attn: Stephanie Jenkins  
2210 Enterprise Drive  
Florence, SC 29501

**\*\*\* Failure of the Escrow Agent to comply with these requirements may result in the breach of demand conditions/stipulations, thus making Washington Mutual's approval of this discounted payoff null and void.\*\*\***

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MCDONALD

Loan: 0756301222 and 0756301230

**WAIVER OF FUNDS**

Washington Mutual Bank  
Loss Mitigation Department  
7255 Baymeadows Way  
Jacksonville, FL 32256

RE: [REDACTED]  
Property: [REDACTED]  
LOS ANGELES, CA 90042

Dear Loss Mitigation:

This letter will confirm that we relinquish all rights to receive any of the following monies in connection with the approved short payoff of the above referenced loan.

- \* ESCROW BALANCE
- \* BUYDOWN FUNDS BALANCE
- \* LOSS DRAFT PROCEEDS
- \* PROPERTY TAX REFUNDS
- \* HAZARD INSURANCE REFUNDS

[REDACTED] \_\_\_\_\_ Date

[REDACTED] \_\_\_\_\_ Date

LOS ANGELES, CA 90042 \_\_\_\_\_ Date

Seller's forwarding address:

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

Home Ownership Retention Team



6/29/2009

[Redacted]  
Pasadena, CA 91103

Bank of America Corporation  
4101 Piedmont Parkway  
Greensboro, NC 27410  
866-413-3757  
866-413-3757 Business  
704-202-1250 Fax

866-836-6322

Loan No: # 68249022380699

This letter confirms Bank of America's agreement to accept your short sale offer on the above-referenced loan on the following terms:

Bank of America agrees to accept \$109,970.00 in certified funds as payment towards the above referenced loan. Upon the bank's receipt of \$109,970.00 and a signed copy of the final Short Sale HUD-1 Form the bank will release the lien and charge off the remaining debit as a collectable balance. Our recovery department will be in contact with you to make arrangements on this balance. We will report the account to the credit bureaus as "Charged Off", and show the balance remaining owed to Bank of America. Please note that any subsequent refund received by the Bank will be applied to the outstanding balance of the loan.

Please confirm your acceptance of the terms stated in this letter by signing and dating the enclosed copy of this letter on the line below and returning the signed copy with your payment to the address stated above. If the Bank does not receive this signed agreement and the payment specified in this letter by Expiration Date 08/13/2009, this offer becomes null and void.

You should not send the funds to any other Bank of America address including our branches since it is imperative that the funds come to the servicing center for appropriate application to this loan. Should you have questions or need additional information, please call me at 1-866-413-3757.

Please send certified check payable to: Bank of America  
4101 Piedmont Parkway  
Greensboro, NC 27410  
Short Sale Team  
NC4-105-03-86

Sincerely, OVERNIGHT PLEASE

Home Ownership Retention Team

By signing below, I hereby acknowledge and agree to the terms stated in the above letter agreement and understand that after the application of short sale proceeds to my loan balance, I will remain responsible for the unpaid balance. I also acknowledge that the status of my loan will be reported to the credit bureaus as "Charged Off".

\_\_\_\_\_  
(Maker)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary

\_\_\_\_\_  
(Co-Maker)

\_\_\_\_\_  
Date

CHASE

Fax:6144222623

Jun 29 2009 17:12

P.01



Chase Home Finance LLC (DHA-7128)  
3416 Vision Drive  
Columbus, OH 43216-6009

June 29, 2009

[Redacted]  
1138 S. Garfield Ave.  
Alhambra, CA 92335  
Phone Number: [Redacted]  
Fax Number: 626-308-9964

**Conditional Approval of Sales Contract**  
Chase Home Finance LLC Account: 1595885323  
Borrower(s)/Seller(s): HARJATI MAIDAN

Property address: [Redacted]  
FONTANA, CA 92335-0000

Buyer(s): [Redacted]

DeerClosing Agent:

Chase Home Finance LLC (the "Lender") has preliminarily approved of the sales contract pertaining to the above-referenced Property for \$175,000.00 between the Seller and the Buyer. Please be advised this is not the final approval for the referenced sale. Once the HUD-1 is approved, closing instructions will be issued and the closing may occur. The Property must be free of liens at the time of closing. Please be aware that should the sale on the Property proceed as outlined, our acceptance of this Short Sale will be reported to the various credit reporting agencies and may have an adverse effect on the Seller's credit. Proceeding with this transaction may have implications on the Seller's state or federal tax liability; the Seller may consult a tax advisor for additional information.

Below we have detailed both the expected seller closing costs and the minimum amount of proceeds to be received by Chase Home Finance LLC.

<u>Expected Seller Closing Costs</u>	
Realtor Commission	\$8,750.00
Junior Lien Payoff	\$3,000.00
Seller Concessions	\$5,250.00
Closing Fee	\$2,800.00
Title Insurance	\$2,500.00
Realty Transfer Fee	\$1,390.00
Taxes	\$2,480.14
Hazard Disclosure	\$180.00
Code Enforcement	\$2,250.00
<b>Total Seller Closing Costs</b>	<b>\$29,000.14</b>
<u>Expected Credits</u>	
<b>Total Credits</b>	<b>\$0.00</b>
<u>Minimum Net Proceeds to Lender</u>	
Sales Price	\$175,000.00
- Total Closing Costs	\$29,000.14
+ Total Credits	\$0.00
<b>Total Minimum Net Proceeds to Be Received by the Lender</b>	<b>\$145,999.86</b>

Under no circumstances will the Lender accept less than the approximate net amount stated, and we may require additional funds if actual costs are less than those provided by the escrow company.

It is our understanding that closing will occur on or before July 1, 2009. As this approval is based on figures good through this date, the Lender must be advised if there is a postponement of the closing. Additionally, should any variances occur in the approved transaction, the Lender must be contacted to approve the changes in writing. The Lender is under no obligation to approve the changes. If the Lender does not approve changes, it may rescind approval of the sale. If the closing date is extended, interest per diem may be assessed (at a rate of \$42.34 per day.)

Further requirements of this approval are as follows:

1. Any required Seller(s) contributions are to be paid at closing regardless of net from the sale. The Lender shall not accept less than the stated net amount. The Seller shall be responsible for any additional costs, which may cause the true net amount to be less than the net amount stated.
2. Neither the Seller nor the Buyer are to receive any proceeds from the sale of the Property. All proceeds, refunds, and/or overages must be remitted to Chase. If there is any positive escrow balance, it will not be refunded to the Seller. These funds will be applied toward any remaining deficiency balance on the above-referenced Loan.
3. The final proposed HUD-1 settlement statement shall be faxed to Chase for final approval no later than 72 hours before the closing date (excluding weekends and holidays) or Chase may rescind its approval of the sale. Once the closing statement is received and approved, closing instructions will be sent to the closer.
4. All pro-rations are to be figured to the date of closing and are considered final. Tax pro-rations are to be based on not more than 100% of actual tax.
5. Chase requires that full disclosure, including all details of the transaction, be made on the part of both the Buyer and Seller on the HUD-1 form. If Chase finds full disclosure was not made at the time of this approval, the approval becomes null and void.
6. If the title to the Property is transferred, in whole or in part, prior to close of escrow, Chase will rescind this approval without further notice.
7. No substitution of the Seller or Buyer can be made prior to the close of escrow, or Chase will cancel this approval without further notice.
8. If a bankruptcy is filed by the Seller, the terms and conditions of this letter will become null and void.
9. This conditional approval supersedes all other agreements and applies only to the above-referenced Loan. Any additional loans/liens from the Seller or any other party in favor of Chase or any affiliated entity, whether on this Property or otherwise, are excluded from the terms of this letter.

If the final closing instructions are not followed in their entirety, the lien will not be satisfied, and the proceeds check will be returned.

Chase's goal is to provide the highest level of quality service. If you have any questions, please contact me at 614-422-7473 between the hours of 8:00 A.M. and 5:00 P.M. Eastern time. My fax number is 614-340-6845.

Sincerely,

[Redacted]  
Homeowner's Assistance Department  
Chase Home Finance LLC

[Redacted]  
LOS ANGELES CA 90048-3528

# SAXON

①

4708 Mercantile Dr.  
Fort Worth, TX 76137-3605

June 29, 2009

Borrower: [REDACTED]  
CO-Borrower: [REDACTED]  
Property Address: [REDACTED]  
LOS ANGELES, CA 90020

Attn: [REDACTED]  
Fax: (626) 308-9964 Direct Number: (626) [REDACTED]

Re: First Loan Number 20001 [REDACTED]

Buyer: [REDACTED] Seller: [REDACTED]

Dear Sir or Madam:

Please be advised that our office has reviewed the residential sale and purchase contract submitted for the property located at [REDACTED] ARDMORE AVENUE #141, LOS ANGELES, CA 90020. We have agreed to accept the purchase price of \$125,000.00. "As-is" with an escrow closing no later than 07/21/09, with the following terms and conditions:

- The transaction must close on or before 07/21/09.
- Sales Price to be \$125,000.00. Any EXTENSIONS WILL result in a 1% commission cut.
- Seller makes no repairs, property is purchased in "As-Is" condition.
- Seller makes no warranties, expressed or implied.
- Sellers total closing costs limited and not to exceed: \$7,185.00 and \$111,565.00 to payoff the first lien.
- Net Sales Proceeds due to Saxon Mortgage Services, Inc. on or before 07/21/09 shall not be less than \$111,565.00 for the first lien. Upon receipt of proceeds, a release of lien shall be prepared.
- Borrower to come to closing with a cash contribution of: \$0.00.
- Realtor sales commissions to not exceed the amount of: \$6,250.00 of the sales price.
- Borrower(s) will receive no funds from the closing of this transaction. Any funds over and above \$111,565.00 must be remitted to Saxon Mortgage Services, Inc.
- PRIOR TO CLOSING, Saxon MUST review and approve the final HUD1 Settlement Statement.
- No proceeds out of this transaction may be used to pay subordinate liens except for \$2,159.83 to payoff the second lien. Upon receipt of proceeds, a release of lien shall be prepared.
- N/A
- Signed and executed HUD1 must be faxed to Bonnie [REDACTED] and fax 1-516 [REDACTED] 476 upon close of this transaction to postpone pending foreclosure action.

We are a debt collector. Any information obtained will be used for that purpose.  
Saxon Mortgage Services, Inc. \* 4708 Mercantile Drive North \* Fort Worth, TX 76317-3605  
P.O. Box 161489 \* Fort Worth, TX 76161-1489 \*

# SAXON

4708 Mercantile Drive North  
Fort Worth, TX 76137

## CLOSING INSTRUCTIONS

(FOR ALL FUNDS THAT GO TO SAXON INCLUDE LOAN NUMBER)

Funds are returned in **48 hours** without the wire confirmation and the final hud from closing.

All Proceeds must be wired. Please wire to Saxon Mortgage Services, Inc. proceeds to:

**Wells Fargo**

**ABA ROUTING # 121000248**

**ACCOUNT # 4121776231**

**ACCOUNT NAME: SMSI Wire Clearing Account**

**ATTENTION: HOME PRESERVATION-SHORT-SALES**

**MUST INCLUDE: BORROWER(S) NAME**

**MUST INCLUDE: BORROWER(S) LOAN NUMBER(S)**

Please fax certified final hud to: **Bonnie [REDACTED]**

fax: **1-516-832-6456**

Email: **0**

Should you have any questions regarding this approval or any other matter, you may contact the undersigned at 1-888-325-3502.

Sincerely,

**Bonnie [REDACTED]**  
HOME PRESERVATION Workout Specialist  
Saxon Mortgage Services, Inc.  
4708 Mercantile Drive North  
Fort Worth, TX 76137  
Direct Number: **1-866-[REDACTED] 4403**  
Direct Fax : **1-516-[REDACTED]**  
Email: **0**

# SAXON

4708 Mercantile Dr.  
Fort Worth, TX 76137-3605

2

June 29, 2009

Borrower: [REDACTED]  
CO-Borrower: [REDACTED]  
Property Address: [REDACTED]  
LOS ANGELES, CA 90020

Attn: [REDACTED]  
Fax: (626) 308-9964 Direct Number: [REDACTED]

Re: Second Loan # Number 2000165744

Buyer: [REDACTED] Seller: [REDACTED]

Dear Sir or Madam:

Please be advised that our office has reviewed the residential sale and purchase contract submitted for the property located at [REDACTED] ARDMORE AVENUE #141, LOS ANGELES, CA 90020. We have agreed to accept the purchase price of \$125,000.00. "As-is" with an escrow closing no later than 07/21/09, with the following terms and conditions:

- The transaction must close on or before 07/21/09.
- Sales Price to be \$125,000.00 Any EXTENSIONS WILL result in a 1% commission cut.
- Seller makes no repairs, property is purchased in "As-Is" condition.
- Seller makes no warranties, expressed or implied.
- Sellers total closing costs limited and not to exceed: \$7,185.00 and \$2,159.83 to payoff the Second lien.
- Net Sales Proceeds due to Saxon Mortgage Services, Inc. on or before 07/21/09 shall not be less than \$2,159.83 for the second lien. Upon receipt of proceeds, a release of lien shall be prepared.
- Borrower to come to closing with a cash contribution of: \$0.00.
- Realtor sales commissions to not exceed the amount of: \$6,250.00 of the sales price.
- Borrower(s) will receive no funds from the closing of this transaction. Any funds over and above \$2,159.83 must be remitted to Saxon Mortgage Services, Inc.
- PRIOR TO CLOSING, Saxon MUST review and approve the final HUD1 Settlement Statement.
- No proceeds out of this transaction may be used to pay subordinate liens except for \$2,159.83 to payoff the second lien. Upon receipt of proceeds, a release of lien shall be prepared.
- N/A
- Signed and executed HUD1 must be faxed to Bonnie [REDACTED] and fax 1-516 [REDACTED] upon close of this transaction to postpone pending foreclosure action.
- All funds must be wired to the following bank account no later than: 07/21/09

We are a debt collector. Any information obtained will be used for that purpose.  
Saxon Mortgage Services, Inc. \* 4708 Mercantile Drive North \* Fort Worth, TX 76137-3605  
P.O. Box 161489 \* Fort Worth, TX 76161-1489 \*

**SAXON**

**CLOSING INSTRUCTIONS**

(FOR ALL FUNDS THAT GO TO SAXON INCLUDE LOAN NUMBER)

Funds are returned in **48 hours** without the wire confirmation and the final hud from closing.

All Proceeds must be wired. Please wire to Saxon Mortgage Services, Inc. proceeds to:

**Wells Fargo**

**ABA ROUTING # 121000248**

**ACCOUNT # 4121776231**

**ACCOUNT NAME: SMSI Wire Clearing Account**

**ATTENTION: HOME PRESERVATION-SHORT-SALES**

**MUST INCLUDE: BORROWER(S) NAME**

**MUST INCLUDE: BORROWER(S) LOAN NUMBER(S)**

Please fax certified final hud to: **Bonnie [REDACTED]**  
fax: **1-516-[REDACTED]**  
Email: **0**

Should you have any questions regarding this approval or any other matter, you may contact the negotiator.

Sincerely,

**Bonnie [REDACTED]**  
HOME PRESERVATION Workout Specialist  
Saxon Mortgage Services, Inc.  
4708 Mercantile Drive North  
Fort Worth, TX 76137  
Direct Number: 1-866-2-[REDACTED]-4403  
Direct Fax: 1-516-83-[REDACTED]  
Email: 0

**Home Loans**

Mail Stop CA6-921-01-03  
450 American Street  
Simi Valley, CA 93065

**Notice Date:** June 8, 2009

**Account No.:** [REDACTED]

**Property Address:**

[REDACTED]  
Fontana, CA 92337

[REDACTED]  
Fontana, CA 92337

**IMPORTANT MESSAGE ABOUT THIS ACCOUNT**

This letter will serve as BAC Home Loans Servicing, LP's demand for payment and advises you that BAC Home Loans Servicing, LP and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

**WHAT THIS MEANS TO THE SELLER**

BAC Home Loans Servicing, LP and/or its investors may pursue a deficiency judgment for the difference in the payment received and the total balance due, unless agreed otherwise or prohibited by law, if the short sale closes on the loan referenced above. In addition, if this loan is covered by mortgage insurance, the mortgage insurance company may reserve the right to pursue the seller for the deficiency based on the terms of the mortgage insurance policy. Furthermore, there may be tax consequences associated with entering into a short sale. The seller is encouraged to seek guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon BAC Home Loans Servicing, LP and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon BAC Home Loans Servicing, LP receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

1. Closing must take place no later than 07/24/2009 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing.
2. The approved buyer(s) is/are [REDACTED] and [REDACTED] and the sales price for the property is \$245,000.00.
3. Another buyer cannot be substituted without the prior written approval of BAC Home Loans Servicing, LP.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of 06/04/2009.
  - a. Total Closing Costs not to exceed \$ 9,518.14.
  - b. Maximum commission paid \$ 14,700.00.
  - c. Maximum allowed to the Jr. Lien Holder \$3,000.00.
  - d. Maximum allowed for HOA liens \$0.00 (if applicable).
  - e. Maximum allowed for repairs \$0.00 (if applicable).
  - f. Maximum allowed for termite inspection/repairs \$0.00 (if applicable).

Any additional fees that were not approved on 06/05/2009 will not be covered by and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to BAC Home Loans Servicing, LP to be no less than \$3,000.00.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

Please write your account number on all correspondence.

6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
7. Seller is to contribute \$0.00, to assist in the closing of this transaction. This contribution will be in the form of:
  - a. PROMISSORY NOTE (Signed, notarized and returned at closing): \$0.00

If a promissory note is required, it must be signed and returned to BAC Home Loans Servicing, LP prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to BAC Home Loans Servicing, LP.

If a promissory note has already been signed and agreed to between the seller, investor and the Mortgage Insurance Company, a signed certified copy must be provided to BAC Home Loans Servicing, LP at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that BAC Home Loans Servicing, LP receives the copy.

**\*\*\* Sales proceeds will be returned if the note has not been received. This will result in a delay of the transaction and/or possible cancellation of this short sale transaction. \*\*\***

- b. CERTIFIED FUNDS CONTRIBUTION (Due at closing): \$0.00

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, it will not be returned to the seller; it will be sent to BAC Home Loans Servicing, LP to offset the loss.
9. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
10. There are to be no transfers of property within 30 days of the closing of this transaction.
11. BAC Home Loans Servicing, LP does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. BAC Home Loans Servicing, LP prepares and records its own reconveyances.
12. Other: All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
13. Other: Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
14. Completed Assignment of Unearned premium and Important Notice Regarding Income Tax Reporting is to be emailed along with the final Settlement Statement.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, BAC Home Loans Servicing, LP will have the right to keep the proceeds and apply them to BAC Home Loans Servicing, LP's loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if it were not previously disclosed and it was sent directly to the borrower.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

Please write your account number on all correspondence.


**WHAT YOU NEED TO DO**

\*\*\*\*\* IMPORTANT INSTRUCTIONS \*\*\*\*\*

**The closing agent must e-mail a certified copy of the final estimated Settlement Statement to fax 1-888-491-4947 72 hours prior to Closing. You cannot close without final approval of the closing costs.**

Payoff funds must be wired unless otherwise specified to:

Bank of America  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct #12357-47067  
ABA 026-009-593

Reference loan# 176882696 / 

**WIRES MUST CONTAIN THE LOAN NUMBER, BORROWER'S NAME AND PROPERTY ADDRESS. IF WE CANNOT IDENTIFY THE FUNDS, THEY WILL BE RETURNED.**

**\*\*\*A certified copy of the Final Settlement Statement must be emailed to fax 1-888-491-4947 at the time of closing.**

Upon receipt of the above stated items, BAC Home Loans Servicing, LP will issue a release of lien on its mortgage loan.

BAC Home Loans Servicing, LP appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact our Short Sale Customer Contact Department at **1-866-880-1232**.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

Please write your account number on all correspondence.

LENDER PLACED INSURANCE

Policy Number: OM358 [REDACTED]

**ASSIGNMENT OF UNEARNED PREMIUM REFUND**

We have sold [REDACTED] ana, CA 92337..	The sale closed on enter date.	
---	--------------------------------	--

I/We the insured hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

BAC Home Loans Servicing, LP  
Mail Stop CA6-921-01-03  
450 American Street  
Simi Valley, CA 93065

ATTENTION: Short Sale Customer Contact Department  
REFERENCE Account No: 17688 [REDACTED]

I/We the insured hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

\_\_\_\_\_  
Harlena Silalahi

enter date executed

\_\_\_\_\_  
enter date executed

**Important Notice to Seller Regarding Income Tax Reporting**

In connection with the short sale of your mortgage loan and in order to provide you with the total interest paid and/or reported to the IRS at year end, BAC Home Loans Servicing, LP will need your new mailing address. Please complete the information below.

176882696  
[REDACTED]

Current Mailing Address

\_\_\_\_\_

\_\_\_\_\_

New Mailing Address

\_\_\_\_\_

\_\_\_\_\_

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

Please write your account number on all correspondence.

May 29, 2009



N/A

ALHAMBRA CA 91801

RE: Borrower/Loan # [REDACTED] 3063040 [REDACTED] and 074446 [REDACTED]  
 Property Address: [REDACTED] PLATO DR  
 MORENO VALLEY CA 92553  
 (Terms and Escrow Instructions)

Dear Borrower:

This letter is to confirm that Washington Mutual Bank has agreed to accept less than full payoff to release its lien interest for the referenced loans. The sales price is \$115,000.00 and the net proceeds to Washington Mutual Bank for both loans must be no less than \$104,116.11 with a closing date of 07/02/2009

Separate proceeds checks must be sent for each loan. Under this agreement, the net proceeds applied to loan number 3063040202 will be \$101,116.11 and the net proceeds applied to loan number 0744461195 will be \$3,000.00 .

If these amounts are not received within five (5) days of the scheduled close date, this offer shall become null and void and all amounts owed under the terms of the loans shall be due. The reduced payoff amount is subject to the following conditions and stipulations.

- \* No other liens, judgements, repairs, or buyer's costs shall be paid through escrow without prior written permission from Washington Mutual Bank.
- \* Please execute and return the "Waiver of Funds" document, including the seller's mailing address prior to the close of escrow.
- \* This transaction is between the Seller and Buyer as indicated on the certified HUD1. Any unauthorized title transfer or change of Buyer(s) will be a violation of this demand, making it immediately null and void.
- \* Any overages must increase the net proceeds and any escrow/impound balances, which also include any insurance and property tax refunds. These will be applied to reduce the total debt of the loan.
- \* The seller shall not receive any proceeds from the sale of the property.
- \* Please fax the preliminary HUD-1 Settlement Statement to my attention for final review and approval 24 hours before closing to 206-494-5777 .
- \* A certified, fully executed copy of the final HUD-1 Settlement Statement must be included with the certified payoff check.
- \* The Seller's contribution amount shall be no less than \$ - towards the closing of this transaction, inclusive of the payoff demand referenced above.
- \* A per-diem in the amount of \$35.47 will be charged starting the day after the scheduled close date until five (5) days of the scheduled close date unless prior written approval has been issued extending close of escrow.
- \* Washington Mutual Bank reserves the right to pursue collection of the remaining balance due on the promissory note for loan number 0744461195 .

page 2

Loan: 306304026 and 074446

**The Escrow Agent is required to disburse escrow proceeds as follows:**

Real Estate Commission:	\$6,900.00
All other costs:	\$3,983.59
Total Closing Costs:	\$10,883.59

**Any additional closing costs not indicated above will need to be paid by a party other than Washington Mutual Bank, and must be approved in advance by Washington Mutual Bank.**

Please note that the payoff demand is inclusive of appropriate re-conveyance fee charged by Washington Mutual Bank. Washington Mutual Bank will instruct the Trustee, if applicable, to record a full reconveyance unless Washington Mutual Bank receives contrary written instructions. Additionally, hazard insurance placed by Washington Mutual Bank, if applicable, will be cancelled upon payoff of the loan. The terms of this agreement may constitute a forgiveness of debt for the referenced Seller. Washington Mutual Bank, will report any forgiveness of debt in accordance with Internal Revenue Service requirements. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

The terms and conditions of this agreement shall be null and void if bankruptcy is filed by the Seller prior to the close of escrow and the sale is set aside by a bankruptcy court.

Washington Mutual Bank or the Insurer have no obligation to any party concerning the sale, including but not limited to the buyer, sellers, brokers, contractors, escrow or title companies.

If you have any questions, please contact or fax me at the numbers listed on the cover letter.

Sincerely,

Senior Settlement Representative  
Loss Mitigation Department

CC: Escrow Agent

**VERY IMPORTANT!!!!**

Please direct all payoff checks, HUD-1 Settlement Statements or additional funds in accordance with payoff demands to:

**Washington Mutual Bank**

Washington Mutual Bank  
Mail Stop: FL5-7201  
Attn: Tammy Jordan  
7255 Baymeadows Way  
Jacksonville, FL 32256



**\*\* Failure of the Escrow Agent to comply with these requirements may result in the breach of demand conditions/stipulations, thus making Washington Mutual's approval of this discounted payoff null and void.\*\*\***

Page 3.  
LOEKMAN

Loan: 3063040202 and 0744461195

**WAIVER OF FUNDS**

Washington Mutual Bank  
Loss Mitigation Department  
7265 Baymeadows Way  
Jacksonville, FL 32256

RE:   
Property:   
MORENO VALLEY CA 92553

Dear Loss Mitigation:

This letter will confirm that we relinquish all rights to receive any of the following monies in connection with the approved short payoff of the above referenced loan.

- \* ESCROW BALANCE
- \* BUYDOWN FUNDS BALANCE
- \* LOSS DRAFT PROCEEDS
- \* PROPERTY TAX REFUNDS
- \* HAZARD INSURANCE REFUNDS

 Date

\_\_\_\_\_  
Date

N/A \_\_\_\_\_  
Date

Seller's forwarding address:

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

106151-05

# Washington Mutual HOME LOANS

DATE 05/29/09

TO: GOLDEN ESCROW  
FAX NUMBER: 626-237-3351  
PHONE NUMBER: 626-291-2232

FROM: TAMMY JORDAN 904-886-6313 (DIRECT)  
206-494-5777 (FAX)

PAGES: 4 RE: LN# 3063040202 / 0744461195 LOEKMAN

**Please send HUD1 24 hours prior to closing for approval.**

I am forwarding the demand letter for this short sale. Once completed, please overnight the following:

- > Signed Hud-1 (Original or True and Certified)
- > WaMu Waiver of Funds letter signed by borrower(s)
- > Executed promissory note, if applicable
- > Net proceeds (**NO WIRES**, must be an official check)
- > Recorded copy of Power of Attorney
- > Short sale approval is contingent on the Jr. Lien releasing for \$\_\_\_\_\_

Without these items we cannot complete this sale or supply a discharge of mortgage.

**VERY IMPORTANT --- PLEASE RETURN TO:**  
WASHINGTON MUTUAL BANK  
ATTN: TAMMY JORDAN /FL5-7201  
7255 BAYMEADOWS WAY  
JACKSONVILLE, FL 32256

THIS MESSAGE MAY CONTAIN CONFIDENTIAL INFORMATION. WE PROVIDE CUSTOMER INFORMATION TO OTHERS ONLY UNDER CERTAIN CIRCUMSTANCES, AND BASED ON REPRESENTATIONS THAT EACH APPLICABLE CUSTOMER HAS AUTHORIZED THE DISCLOSURE. IF ANY PERSON MAKES A FALSE OR MISLEADING REPRESENTATION TO OBTAIN CUSTOMER INFORMATION, THAT PERSON MAY HAVE COMMITTED A FEDERAL CRIME, AND WE MAY REPORT ANY SUCH INCIDENT TO THE PROPER AUTHORITIES. IF YOU RECEIVED THIS IN ERROR, PLEASE NOTIFY THE SENDER BY REPLY FAX OR EMAIL AND DELETE THIS MESSAGE. IF YOU PROPERLY RECEIVED THIS MESSAGE, YOU MAY USE AND DISTRIBUTE IT ONLY IN ACCORDANCE WITH OUR INSTRUCTIONS AND APPLICABLE LAW. CHASE AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE INTEGRITY OF THIS COMMUNICATION HAS BEEN MAINTAINED NOR THAT THE COMMUNICATION IS FREE OF ERRORS, VIRUSES OR INTERFERENCE.



P.O. Box 6172  
Rapid City, SD 57709-6172

May 15, 2009

[Redacted]  
ALHAMBRA, CA 91803

RE: Our Account # 89101 [Redacted]  
Prop. Addr: [Redacted]  
ALHAMBRA, CA 91803  
Settlement in full

Dear [Redacted]

The current payoff on your above-referenced account is \$188,310.27.\* Please be advised that Green Tree Servicing LLC\*\* ("Green Tree") will accept \$21,100.00 as settlement in full on the account. Upon our receipt and verification of good funds, Green Tree will release the deed of trust/mortgage and the Note will be settled in full.

*This offer is expressly conditioned upon Green Tree's receipt of the funds by 5/29/09.*

If this offer is based upon a cash settlement, please assure good funds are received by Green Tree by 5/29/09. You may use either the wiring instructions or overnight address referenced below to send your settlement funds.

If this offer is conditioned upon the sale or refinance of the collateral securing the above-referenced account, Green Tree must receive all available funds from the sale or the closing of the new loan, not to exceed the full payoff amount of the existing loan. You have represented to Green Tree that there are no additional funds available from the sale or refinance of the property and that you shall receive no funds, either directly or indirectly, from the sale or the closing of the new loan. If any additional funds become available, you must instruct the title company to disburse the funds to Green Tree.

**A copy of the final HUD-1 or settlement statement, payoff check and tracking information must be faxed to me at the time of closing to (480) 383-0539.**

On the date of closing, please direct the title company to remit the above-referenced amount by wire transfer or by overnight carrier for morning delivery (Saturday delivery if applicable) to the following address:

Wiring Instructions:

ABA: 091000022  
Account: 104755138047  
Account Name: Green Tree Servicing LLC  
Bank Name: US Bank National Association  
Bank Address: 800 Nicollet Mall  
Bank City: Minneapolis  
Bank State: MN  
Bank Zip: 55402

Overnight Address:

Green Tree  
845 St. Peter Street  
Attn: Settlements L800  
St. Paul, MN 55102

May 15, 2009

Our Account #:

Prop. Addr:



Settlement in full  
Page 2

Account #: 89101248

Please include the above-referenced account number with your payment.

If you have any questions please call me at 877-816-9125 Ext 35322. Thank you for your assistance.

Sincerely,



Loss Mitigation  
Green Tree

cc: [Title Company] via facsimile

**\*BECAUSE OF INTEREST, LATE CHARGES, AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, CONTACT CUSTOMER SERVICE AT THE ABOVE-REFERENCED ADDRESS OR TOLL FREE NUMBER.**

**\*\* For purposes of this communication, Green Tree Servicing LLC includes: in Alabama, Green Tree-AL LLC; in Minnesota, Green Tree Loan Company; in New York, Green Tree Credit LLC; and in Pennsylvania, Green Tree Consumer Discount Company.**

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

Chase Home Finance LLC (CA2-0816)  
10790 Rancho Bernardo Road  
San Diego, CA 92127



April 28, 2009

Charlene

**Short Sale Terms and Conditions**

Account: 22987[REDACTED]

Secondary Account: 22987[REDACTED]

Borrower(s): [REDACTED] (the "Seller[s]")

Property Address: [REDACTED]  
Pomona, CA 91767-0000 (the "Property")

Dear Mortgagor(s):

This letter is to inform you that Chase Home Finance LLC has agreed to your request for a Short Sale, and will accept a minimum of \$216,054.45 to settle your account and release the lien(s) on the above-referenced Property. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 05/28/2009, after which this offer becomes null and void.

To accept this offer, please send payment by wire transfer or overnight mail to the address below. Be sure to include your name and account number.

Overnight Mail: Chase Home Finance LLC  
Mail Code OH4-7142  
3415 Vision Drive  
Columbus, OH 43219-6009

Wire Transfer: JP Morgan Chase Bank NA  
ABA #021000021  
Account #304280763  
Account Name: CHF LLC - LSAMS1 PO

This acceptance is only for the contract of sale in the amount of \$245,000.00 between MONICA ORTIZ [REDACTED] (the "Buyer"), and the Seller(s).

At closing, please forward us a copy of the certified HUD-1 closing statement, as well as the signed and notarized Affidavit of Arm's Length Transaction (enclosed); these documents must be remitted via both fax and overnight mail to:

Overnight Mail: Chase Home Finance LLC  
Mail Code CA2-0816  
10790 Rancho Bernardo Road  
San Diego, CA 92127

Fax: (888) 874-2664  
Attention Loss Mitigation Department

Please call us on the day of closing to provide us with the details regarding the delivery of funds. Once certified funds have been received, Chase Home Finance LLC will release the lien(s). Any excess funds at closing will be refunded to Chase Home Finance LLC. As the Seller(s), you will not receive any proceeds from this transaction.

Please be aware that the completion of this transaction is reported to the credit bureaus and may have an adverse affect on your credit rating. Proceeding with this transaction may also have implications on your state or federal tax liability; please consult a tax advisor for additional information.

If you have any questions, please contact us at the number provided below. At Chase, we value you as a customer and want to ensure your continued satisfaction.

Sincerely,  
Susana [REDACTED] X# 877 213 [REDACTED]  
Homeowner's Assistance Department  
Chase Home Finance LLC  
(877) 838-1882 Ext. [REDACTED]  
(800) 582-0542 TDD / Text Telephone  
(888) 874-2664 Fax

Enclosure

1. Affidavit of Arm's Length Transaction

For California customers, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at (877) FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

**Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller(s)" and the "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as \_\_\_\_\_ (the "Property") will be sold by the Seller(s) to the Buyer(s).

Chase Home Finance LLC (the "Lender") holds a deed of trust or mortgage against the Property.

In order to complete the sale of the Property, the Seller(s) and the Buyer(s) have jointly asked the Lender to discount the total amount owed on the Loan(s) which is secured by the deed of trust or mortgage. The Lender, in consideration for the representations made below by the Seller(s), the Buyer(s), and their respective agents, agrees to accept the amount of \$\_\_\_\_\_ to resolve its Loan(s) (pursuant to a separate agreement between the Lender and the Seller[s]) on the express condition that the Seller(s), the Buyer(s), and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

- 1) The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either the Seller(s), the Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
- 2) No Buyer(s) or agent of the Buyer(s) is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
- 3) No Buyer(s) or agent of the Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
- 4) There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
- 5) There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the Property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
- 6) The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
- 7) No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to the Lender for approval prior to the close of escrow.
- 8) Each signatory to this Affidavit expressly acknowledges that the Lender is relying upon the representations made herein as consideration for discounting the payoff on the Loan(s) which is secured by a deed of trust or mortgage encumbering the Property.
- 9) Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I/We declare under penalty of perjury under the laws of the State of \_\_\_\_\_ that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer's Agent**

**Seller's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Signature and Date)

LM506

NOTARY CERTIFICATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

NOTARY CERTIFICATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SPS** | SELECT  
Portfolio  
SERVICING, inc.

March 25, 2009

[REDACTED]  
[REDACTED]  
ALHAMBRA, CA 91803

Re: Short Sale for Loan Number: 001168 [REDACTED]  
Property Address: [REDACTED]  
ALHAMBRA, CA 91803

Dear Borrower(s):

In response to your request that Select Portfolio Servicing, Inc. ("SPS") accept a compromised payoff from the proceeds of the sale of the above referenced property or "Short Sale", please be advised that SPS hereby agrees to such Short Sale and will release its lien, contingent upon the following terms:

1. SPS's receipt of the net proceeds from the Short Sale in an amount not less than \$387,447.01. This agreement is good through 4/13/2009. The Net Proceeds must be in the form of wire funds, certified funds, a cashier's check and made payable to Select Portfolio Servicing, Inc. Wiring instructions can be found on page 2 of this document, and is the preferred method of payment. Certified or cashier's check funds should be sent by UPS or other express courier and must be received by SPS no later than 4/13/2009. Funds should be sent to:

Select Portfolio Servicing, Inc.  
Attn: Remittance Processing  
3815 South West Temple  
Salt Lake City UT 84115-4412

Any extension of the closing date requires the written approval of SPS.

2. A copy of the HUD-1 Settlement Statement must be faxed to SPS at (801) 270-7977, at least 48 hours prior to closing, for approval to compare the final HUD-1 to the original sale terms and HUD-1 which was previously provided for our review. In the event that the HUD-1 is not approved or there is a significant change in any of the terms between the proposed HUD-1 and the final HUD-1, and/or if the funds remitted do not agree with the approved HUD-1, this Agreement is void and no release of mortgage will be provided.

**SPS** | SELECT  
Portfolio  
SERVICING, inc.

3. Borrower (Seller) understands that SPS has agreed to accept the "Short Sale" payoff amount on the condition that in no event shall the Borrower (Seller) receive any funds from the Short Sale. Any surplus funds, above the agreed upon net proceeds at the time of closing, are the exclusive property of SPS, and shall be made payable to Select Portfolio Servicing, Inc. This approval is conditioned upon the Borrowers (Sellers) waiving their rights to any escrowed funds or refunds from prepaid expenses. The Borrowers (Sellers) also agree that any trailing proceeds from filed hazard insurance claims will be sent to and retained by SPS as additional recovery towards the Short Sale loss. If SPS receives/retains proceeds in excess of the amount that, combined with the net proceeds, would have satisfied the loan in full, such surplus funds will be returned to the Borrower (Seller).
4. The approved Broker's commission for this transaction is 6.000% or \$27,000.00. This amount may be deducted from the gross sale proceeds.

Upon satisfaction of all terms of this approval, the mortgage will be discharged and a release document will be forwarded to your escrow department for recording. The release document is an indication that the loan debt is considered satisfied by SPS. It is not an indication that the loan is paid in full. If a foreclosure action was commenced against this property, then upon satisfaction of all terms of this approval, the pending foreclosure action will be dismissed and appropriate instruments recorded.

Should you have any questions, please contact our office at (888) 349-8960. This letter shall remain in effect through 4/13/2009.

Sincerely,

  
Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono (800) 831-0118 y marque la opción 2.

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

Minnesota - This collection agency is licensed by the  
Minnesota Department of Commerce  
New York City - Collection Agency License No. 0987252

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## Select Portfolio Servicing, Inc. Wire Retaining

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Use these wire instructions only for mortgage payments, reinstatements, or payoffs. All wires must reference the borrower's loan number, borrower name, property street address, and a name of the employee or department to which the funds are being forwarded. Without these references, applying the funds may be delayed.

### Wiring Instructions

Account Name: Select Portfolio Servicing, Inc.  
Wire Retaining

Account Number: 90090 

Bank: JPMorgan Chase  
80 W. Broadway  
Salt Lake City, UT. 84101

Routing/ABA#: 124001545

Reference: 3815 South West Temple  
Salt Lake City, UT 84115-4412

Borrower Loan Number 

Borrower Name \_\_\_\_\_

Property Street Address 

ALHAMBRA, CA, 91803 \_\_\_\_\_

To the Attention of \_\_\_\_\_

# citi financial

mortgage

To: **Rudy** From: ~~\_\_\_\_\_~~

---

Fax: ~~866-941-5130~~ ~~626-371-9208~~ Pages: **2**

---

Phone: ~~626-576-2945~~ ~~626-2945808~~ Date: **3/30/2009**

---

Re: Re:

---

Acct#

Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments:

**FAX # 9726571611**

# citi mortgage®

March 30, 2009

RE: [REDACTED]  
Security Address: [REDACTED]  
Riverside, CA 92507

Account #: 07709 [REDACTED] (RMS)  
Balance: \$80,944.59

CitiFinancial Mortgage Company Inc. agrees to accept \$6,750.00 to release the lien associated with the above referenced account.

This amount is due in our office by 4/29/09 or may be subject to increase. Please make sure that all payments are sent in a CASHIER'S, CERTIFIED, OR TITLE COMPANY check, made payable to CitiFinancial, via OVERNIGHT mail to"

CitiMortgage Inc  
4740 121<sup>st</sup> Street  
Urbandale IA 50323  
MS 2222

**For Wire Transfers:**

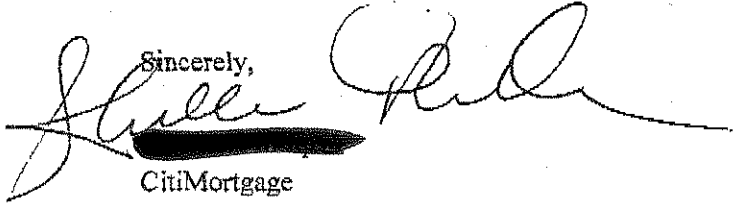
Wire to: Citibank Delaware  
ABA# 031100209  
Credit to: CitiFinancial Mortgage Company Inc.  
Account# 38796956

**Wire Memo required: Release of Lien**

Customer Name: [REDACTED]  
Customer 10 Digit Account 07709 [REDACTED]

Please contact me at 469-220-3502 should you have any questions or concerns regarding this account.

Sincerely,



CitiMortgage  
Recovery Specialist



**DISCOUNT PAYOFF AGREEMENT and Release of Claims.**

March 3, 2008

VIA FAX /EMAIL (rudy@rudylk.com)

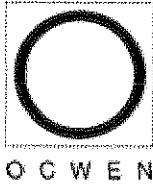
Re: Loan Number: 634 [REDACTED] & 6347 [REDACTED]  
Property Address: [REDACTED] Drive San Gabriel CA 91776  
Borrower (s): [REDACTED]

Dear : [REDACTED]

Ocwen Loan Servicing, LLC has approved a discount payoff on the above referenced loan in the amount of \$ **426,000.00**. This discount payoff option expires on 3/19/2008, that is, if you do not comply with the terms described below by this expiration date, this payoff option offer will no longer be available to you. To accept the discount payoff, you (i.e., any of the borrower(s) shown above) must perform the following prior to the expiration date of this offer:

1. Each I of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".
2. You must fax a fully signed copy of this letter to 407-737-5071 by 3/19/2008.
3. Ocwen must **receive** the entire payoff amount by bank wire transfer no later than the close of business on 3/19/2008.
4. You must fax a copy of the signed HUD-1 Settlement Statement to my attention at the below listed fax number by 3/19/2008. The HUD-1 Settlement Statement must be in accordance with the Good Faith Estimate, which Ocwen relied upon to approve this discount payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC in accordance with the instructions in item 3 above. Under no circumstances shall any funds go the borrower.
5. You authorize Ocwen to apply any funds which may be in your impound account, or in your suspense account, to any deficiency balance that you may owe to Ocwen.
6. (Optional) You (i.e., the Borrowers shown above) have/has agreed to sign a promissory note in the amount of \$ \_\_\_\_\_, **the full amount of which shall be applied to reduce any** deficiency balance you owe Ocwen on your home loan account. The original of this promissory note must be sent to us along with the payoff funds.

Upon our timely receipt of the entire payoff amount and a copy of this letter, properly signed by each of the above-named borrower(s), we will advise our Client, Ocwen, to execute a release and a discharge of the Deed of Trust/Mortgage and, if necessary, to file a withdrawal in connection with any legal action it may already have taken, as of the date of your response to this letter, to collect this obligation.



**RELEASE OF CLAIMS**

As consideration for this discount payoff offer, which Ocwen is not otherwise obligated to make available to Borrowers, the receipt and sufficiency of which consideration is hereby acknowledged by Borrowers, and as a condition to your (i.e., Borrowers shown above) acceptance of this discount payoff offer, Borrower, for himself or herself and his or her heirs, personal representatives, successors, and assigns, hereby jointly and severally, knowingly and voluntarily releases, discharges, and covenants not to sue, Ocwen and its predecessors, successors and assigns, representatives, agents, affiliates, parents, subsidiaries, officers, employees, directors and shareholders, including this law firm (collectively, the "Released Parties") from any and all claims, demands, liabilities, defenses, setoffs, counterclaims, actions, and causes of action of whatsoever kind or nature, whether known or unknown, whether legal or equitable, which he or she has, or may assert in the future, against Ocwen and the Released Parties directly or indirectly, or in any manner connected with this offer and with any event, circumstance, notice of default, action, or failure to act, of any sort or type, whether known or unknown, whether legal or equitable, which was related or connected in any manner, directly or indirectly, to the Property or to the servicing of this Loan. Borrower hereby further acknowledges and agrees that, to the extent that any such claims may exist, the value to the Borrower of the discount payoff offer by Ocwen contained in this letter, substantially and materially exceeds any and all value of any kind or nature whatsoever of any such claims.


Nothing in this letter shall be construed to prejudice, waive, modify or alter any of Ocwen's rights or remedies in law or in equity in collecting the entire amounts due and to come due on the Loan or be construed to waive any defense of Ocwen. Ocwen reserves the right to terminate this offer at any time prior to your timely acceptance of the terms set forth above.

**OCWEN LOAN SERVICING, LLC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Yours truly,  
Ocwen Loan Servicing, LLC

\_\_\_\_\_  
Loan Resolution Consultant  
Toll Free Phone: (888-779-2857) Fax: (407-737-5071)

ACKNOWLEDGED AND ACCEPTED:

By:   
\_\_\_\_\_  
(Borrower's sign)

\_\_\_\_\_  
(Co-Borrower's sign)  
Date: 3-3-08



**PAYMENT REMITTANCE INFORMATION**  
**(Always include Loan number with your payment)**

---

*VIA Bank Wire Transfer*

BY WIRE TRANSFER

JP Morgan Chase Bank, NA.

712 Main St. Houston, TX 77002

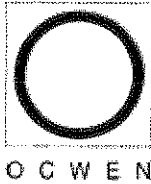
ABA: 021000021

Account Name: Ocwen Financial Corporation

Account Number: 00113339999

Reference: Loan Number, Property Address,  
and Borrower Name.

Email: [Transferfunds@ocwen.com](mailto:Transferfunds@ocwen.com) with the  
details of the wire.



**DISCOUNT PAYOFF AGREEMENT and Release of Claims.**

February 5, 2008

VIA FAX /EMAIL (rudy@rudylk.com)

Re: Loan Number: 634 [REDACTED] 2 & 634 [REDACTED]  
Property Address: [REDACTED] San Gabriel CA 91776  
Borrower (s): [REDACTED]

Dear : [REDACTED]

Ocwen Loan Servicing, LLC has approved a discount payoff on the above referenced loan in the amount of \$ **423,434.00**. This discount payoff option expires on 2/15/2008, that is, if you do not comply with the terms described below by this expiration date, this payoff option offer will no longer be available to you. To accept the discount payoff, you (i.e., any of the borrower(s) shown above) must perform the following prior to the expiration date of this offer:

1. Each I of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".
2. You must fax a fully signed copy of this letter to 407-737-5071 by 2/15/2008.
3. Ocwen must **receive** the entire payoff amount by bank wire transfer no later than the close of business on 2/15/2008.
4. You must fax a copy of the signed HUD-1 Settlement Statement to my attention at the below listed fax number by 2/15/2008. The HUD-1 Settlement Statement must be in accordance with the Good Faith Estimate, which Ocwen relied upon to approve this discount payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC in accordance with the instructions in item 3 above. Under no circumstances shall any funds go the borrower
5. You authorize Ocwen to apply any funds which may be in your impound account, or in your suspense account, to any deficiency balance that you may owe to Ocwen.
6. (Optional) You (i.e., the Borrowers shown above) have/has agreed to sign a promissory note in the amount of \$ \_\_\_\_\_, **the full amount of which shall be applied to reduce any** deficiency balance you owe Ocwen on your home loan account. The original of this promissory note must be sent to us along with the payoff funds.

Upon our timely receipt of the entire payoff amount and a copy of this letter, properly signed by each of the above-named borrower(s), we will advise our Client, Ocwen, to execute a release and a discharge of the Deed of Trust/Mortgage and, if necessary, to file a withdrawal in connection with any legal action it may already have taken, as of the date of your response to this letter, to collect this obligation.



**PAYMENT REMITTANCE INFORMATION**  
**(Always include Loan number with your payment)**

---

*VIA Bank Wire Transfer*

BY WIRE TRANSFER

JP Morgan Chase Bank, NA.

712 Main St. Houston, TX 77002

ABA: 021000021

Account Name: Ocwen Financial Corporation

Account Number: 00113339999

Reference: Loan Number, Property Address,  
and Borrower Name.

Email: [Transferfunds@ocwen.com](mailto:Transferfunds@ocwen.com) with the  
details of the wire.



# FIRST HORIZON

## HOME LOANS

a division of First Tennessee Bank National Association

From the desk of ....

**[REDACTED]**  
First Horizon Home Loans Corp.  
Loss Mitigation Specialist  
214-441-6095 phone & fax

To : Rudy Kusuma

Fax #: 626-780-2221

626-291-5808

From: **[REDACTED]**

Date: 08/18/2008

Regarding: short sale 58 **[REDACTED]** / Ramirez

# of Pages Including Cover Sheet 3

Comments: Short sale is approved under following terms of the approval letter any changes or extensions are subject to short sale denial without lender approval and if file does not close by approved date the buyer will be subject to pay a per diem. First Horizon does not hold the 2<sup>nd</sup> lien you will need to obtain an approval from the 2<sup>nd</sup> lien holder in order to complete the short sale transaction.

**WHEN YOU HAVE RECEIVED THIS FAX PLEASE E-MAIL ME AT:**

**[REDACTED]** to confirm the receipt of fax, net proceeds and closing date are both correct.

**[REDACTED]**



HOME LOANS

A division of First Tennessee Bank National Association

August 18, 2008

FHHL #: 005 [REDACTED] 11  
 Seller [REDACTED]  
 Property [REDACTED] TEMPLE CITY CA 91780

The purpose of this letter is to inform you that First Horizon Home Loans will accept total amount due as follows:

Sale Price	\$ 399,000.00
Commissions	\$ 23,940.00
Closing Costs	\$ 32,311.90
<b>TOTAL PROCEEDS</b>	<b>\$ 342,748.10</b>

This loan has to close on or before 09/18/2008 or payoff amount is subject to change and you will need to obtain updated figures. The final HUD-1 should be faxed for approval at least 24 hours prior to closing. Please be advised that this approval letter applies only to the loan number listed above and does not imply approval for any other liens against the property. Please be advised that a 1099C will be filed with the IRS in regards to this transaction.

Please note that the seller must net \$0.00 at closing. Any overage in the above figure must be included in the net proceeds.

The escrow funds and/or unearned premiums for insurance and/or taxes will be used towards the payoff on this loan. The seller(s) must execute the attached escrow assignment authorizing the use of all refunds.

**PLEASE SEND THE PAYOFF CHECK TO OUR PAYOFF DEPARTMENT**

First Horizon Home Loans  
 ATTN:Payoff Department Short Sale Desk  
 4000 Horizon Way  
 Irving, TX 75063  
 Ref- First Horizon  
 -58871211 / [REDACTED]

**Payoff funds will be rejected if we do not receive the following items faxed to me at 214-441-6095 within 24 hours of closing.**

- 1. Executed/Final Settlement Statement;**
- 2. Copy of Check (Certified Funds Only);**
- 3. Executed Escrow Assignment (attached);**
- 4. Preliminary Title Report for Releasing Lien;**

If clarification of anything in this letter is needed, please call me at (214) 441-[REDACTED]

Sincerely,

[REDACTED]  
 Loss Mitigation Specialist



All Things Financial

August 28, 2008

Re: [REDACTED] z - [REDACTED] - Temple City, CA 91780

Please accept this letter as confirmation to finalize and close on the above captioned property. First Tennessee Bank National Association will receive certain funds in exchange for the execution and delivery of a full release of the Bank's Trust Deed. The conditions pursuant to which the Bank will agree to execute a full release of its Deed of Trust are as follow:

- First Tennessee Bank must receive funds of no less than \$15,000.00 at the closing.
- The Seller is not to receive any funds from the closing.
- A copy of the HUD statement must be faxed to First Tennessee Bank prior to closing. A signed copy of the HUD statement must be faxed to First Tennessee Bank **after closing**.
- Sales commission shall not exceed 5%.
- **The unpaid portion of the balance will be reported to the IRS as income and you will receive a 1099C form**

By delivery of a check in the above stated amount, the Title Company certifies closing in compliance with the stated conditions.

Note: The Bank will not be held responsible for any preparation costs and/or recording fees associated with the Deed Release.

This offer expires **September 25, 2008** if the Bank does not receive the appropriate funds made payable to First Tennessee Bank. Please remit the funds to:

First Tennessee Bank  
Attn: [REDACTED]  
6522 Chapman Highway, Ste 110  
Knoxville, TN 37920

Sincerely,

[REDACTED]

Foreclosure Department  
First Tennessee Bank  
(865) [REDACTED] 014 Ph/Fax

\_\_\_\_\_  
Borrower's Signature / Date

\_\_\_\_\_  
Co-Borrower's Signature / Date

Rudy

**Loan Administration  
Loss Mitigation Department  
4000 Horizon Way  
Irving, TX 75063  
1-800-364-7662  
Fax - 214-441-7390 / 214-441-6025**

# Fax

To: Cristy Leann Wong From: [REDACTED]  
Fax: 626-254-9937 Ext: 33805  
Phone: Date: 9/19/08  
Re: 58871211/Fernandez Pages: 4

Urgent  For Review  Please Comment  Please Reply  Please Recycle

• Comments:

The short sale offer has been approved under the following terms. The short sale must close by the date indicated otherwise a new approval must be requested and the buyer will be subject to pay a per diem. Any changes or extensions are subject to short sale denial.

Please be advised that this approval letter applies only to the loan number listed above and does not imply approval for any other liens against the property.

The offer to the second lien holder is \$ 15,000.00.

Sep-19-08 03:38pm From-LOAN ADMINISTRATION

214-441-7392

T-945 P.002/004 F-498

Loan Administration  
 Loss Mitigation Department  
 4000 Horizon Way #E 207  
 Irving TX 75063

September 19, 2008

Loan#: 0058[REDACTED]  
 Seller: [REDACTED]  
 Property: [REDACTED] TEMPLE CITY CA 91780

The purpose of this letter is to inform you that we will accept total amount due as follows:

Sale Price	\$ 399,000.00
Commissions	\$ 23,940.00
Closing Costs	\$ 32,311.90
TOTAL PROCEEDS	\$ 342,748.10

This loan has to close on or before 09/55/08 or payoff amount is subject to change and you will need to obtain updated figures. The final HUD-1 should be faxed for approval at least 24 hours prior to closing. Please be advised that this approval letter applies only to the loan number listed above and does not imply approval for any other liens against the property. Please be advised that a 1099C will be filed with the IRS in regards to this transaction.

Please note that the seller must net \$0.00 at closing. Any overage in the above figure must be included in the net proceeds.

The escrow funds and/or unearned premiums for insurance and/or taxes will be used towards the payoff on this loan. The seller(s) must execute the attached escrow assignment authorizing the use of all refunds.

PLEASE SEND THE PAYOFF CHECK TO OUR PAYOFF DEPARTMENT:

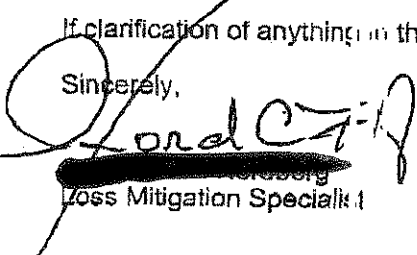
Loan Administration  
 ATTN: Payoff Department Short Sale Desk  
 4000 Horizon Way  
 Irving, TX 75063  
 Reference loan # 0058871211

Payoff funds will be rejected if we do not receive the following items faxed to me at 214-441-[REDACTED] within 24 hours of closing.

1. Executed/Final Settlement Statement;
2. Copy of Check (Certified Funds Only);
3. Executed Escrow Assignment (attached);
4. Preliminary Title Report for Releasing Lien;

If clarification of anything in this letter is needed, please call me at (214) 441-6095.

Sincerely,

  
 [REDACTED]  
 Loss Mitigation Specialist

Loan Administration  
Loss Mitigation Department  
4000 Horizon Way #6207  
Irving TX 75063

Loan#: 0058-11  
Seller: [REDACTED]  
Property: [REDACTED] AVENUE TEMPLE CITY CA 91780

**ASSIGNMENT OF ESCROW FUNDS**

This is to certify that (I) we hereby release any claim (I) we may have to any escrow account or earned interest on the escrow account associated with the above described loan. Said escrow account is to become the property of this office for the guarantor/investor.

If (I) we receive refunds from any insurance company and/or taxing authority, (I) we agree to endorse the check(s) and mail them to First Horizon, P.O. Box 630143, Irving, TX 75063 or 4000 Horizon Way, Irving, TX 75063 to Attn Dept #6207

Seller	Date

**FORWARDING ADDRESS & PHONE NUMBER**

Seller	Date

**FORWARDING ADDRESS & PHONE NUMBER**

**FORWARDING ADDRESS IS REQUIRED TO PROVIDE A COPY TO THE BORROWER (S) WHEN REPORTING TO THE IRS AT YEAR END**

Loan Administration  
Loss Mitigation Department  
4000 Horizon Way #E 207  
Irving TX 75063

Loan#: 005887  
Seller: [REDACTED]  
Property: [REDACTED] AVENUE TEMPLE CITY CA 91780

*Breakdown Closing Costs:*

2ND LIEN	\$.	15,000.00
SELLER CREDIT	\$.	11,970.00
TERMITE WORK	\$.	1,500.00
HOME WARRANTY	\$.	450.00
NOTARY PUBLIC	\$.	90.00
NOTARY SERV	\$.	20.00
TITLE POLICY	\$.	1,600.00
SUB ESCROW	\$.	75.00
DOC TRANSFER FEE	\$.	438.90
ESCROW CHARGES	\$.	1,168.00
Total Closing	\$.	<u>32,311.90</u>



**HOME LOANS**

Mail Stop A7.1-805-03-03  
2505 W. Chandler Blvd.  
Chandler, AZ 85225

Notice Date: March 30, 2009

Account No.: 74009

Property Address:

Alhambra, CA 91801

Riverside, CA 92507

**IMPORTANT MESSAGE ABOUT THIS ACCOUNT**

This letter will serve as Countrywide's demand for payment for the balance due on the referenced property and the referenced account(s) for this demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

**WHAT THIS MEANS TO THE SELLER**

Countrywide and/or its investors may pursue a deficiency judgment for the difference in the payment received and the total amount due, unless agreed otherwise in writing. If the short sale does not close on the loan referenced above, and if this loan is covered by a mortgage insurance, the mortgage insurance company may reserve the right to pursue the seller for a deficiency based on the terms of the mortgage insurance policy. Furthermore, there may be tax consequences associated with entering into a short sale. The seller is encouraged to seek guidance from an independent tax advisor and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon Countrywide and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon Countrywide receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

1. Closing must take place no later than 04/29/2009 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing.
2. The approved buyer(s) is/are [redacted] and the sales price for the property is \$225,000.00.
3. Another buyer cannot be substituted without the prior written approval of Countrywide.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of 03/19/2009.
  - a. Total Closing Costs not to exceed \$ 17,256.47.
  - b. Maximum commission paid \$ 11,250.00.
  - c. Maximum allowed to the Jr. Lien Holder \$3,000.00.
  - d. Maximum allowed for HOA liens \$0.00 (if applicable).
  - e. Maximum allowed for repairs \$0.00 (if applicable).
  - f. Maximum allowed for termite inspection/repairs \$75.00 (if applicable).

Any additional fees that were not approved on [redacted] will not be covered by Countrywide and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to Countrywide to be no less than \$207,741.53.
6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
7. Seller is to contribute \$0.00, to assist in the closing of this transaction. This contribution will be in the form of:
  - a. PROMISSORY NOTE (Signed, notarized and returned at closing): \$0.00

Countrywide is required by law to inform you that this communication is from a debt collector.

Please write the account number on all correspondence.

SPO Approval 8970 12/17/2008

If a promissory note is required, it must be signed and returned to Countrywide prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to Countrywide.

If a promissory note has already been signed and agreed to between the seller, investor and the Mortgage Insurance Company, a signed certified copy must be provided to Countrywide at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that Countrywide receives the copy.

\*\*\* Sales proceeds will be returned if the note has not been received. This will result in a delay of the transaction and/or possible cancellation of this short sale transaction. \*\*\*

b. CERTIFIED FUNDS CONTRIBUTION (Due at closing): \$0.00

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, it will not be returned to the seller; it will be sent to Countrywide to offset the loss.
9. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
10. There are to be no transfers of property within 30 days of the closing of this transaction. Escrow instructions must contain a clause that if such a transaction takes place then the title/escrow company must notify (Countrywide).
11. Countrywide does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. Countrywide prepares and records its own reconveyances.
12. Other: All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
13. Other: Should the closing be delayed and the investor/insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
14. Completed Assignment of Unearned premium and Important Notice Regarding Income Tax Reporting is to be emailed along with the final Settlement Statement.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Countrywide will have the right to keep the proceeds and apply them to Countrywide's loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if it were not previously disclosed and it was sent directly to the borrower.

Countrywide is required by law to inform you that this communication is from a debt collector.

Please write the account number on all correspondence.

SPO Approval 8873 12/17/2008

WHAT YOU NEED TO DO

\*\*\*\*\* IMPORTANT INSTRUCTIONS \*\*\*\*\*

The closing agent must e-mail a certified copy of the final estimated Settlement Statement to [REDACTED]@countrywide.com 72 hours prior to Closing. You cannot close without final approval of the closing costs.

Payoff funds must be wired unless otherwise specified to:

Bank of America  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct #12357-47067  
ABA 026-009-593

Reference loan# 74009 [REDACTED]

**WIRES MUST CONTAIN THE LOAN NUMBER, BORROWER'S NAME AND PROPERTY ADDRESS. IF WE CANNOT IDENTIFY THE FUNDS, THEY WILL BE RETURNED.**

**\*\*\*A certified copy of the Final Settlement Statement must be emailed to [REDACTED] at the time of closing.**

Upon receipt of the above stated items, Countrywide will issue a release of lien on its mortgage loan.

Countrywide appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact our Short Sale Customer Contact Department at 1-866-880-1232.

For information about Countrywide Home Loans, please visit us online at [www.Countrywide.com](http://www.Countrywide.com).

Countrywide is required by law to inform you that this communication is from a debt collector.

Please write the account number on all correspondence.

SPO Approval 8973 12/17/2008

<b>Insurance Company</b>	<b>Policy Number</b>
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number
Insurance Company Name	Policy Number

**ASSIGNMENT OF UNEARNED PREMIUM REFUND**

We have sold [REDACTED], Riverside, CA 92507.	The sale closed on enter date.	
---	--------------------------------	--

I/We the insured hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

Countrywide  
Mail Stop AZ1-805-03-03  
2505 W. Chandler Blvd.  
Chandler, AZ 85224

ATTENTION: Short Sale Customer Contact Department  
REFERENCE Account No: 74009096

I/We the insured hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

[REDACTED] enter date executed

[REDACTED] enter date executed

**Important Notice to Seller Regarding Income Tax Reporting**

In connection with the short sale of your mortgage loan and in order to provide you with the total interest paid and/or reported to the IRS at year end, Countrywide will need your new mailing address. Please complete the information below.

74009 [REDACTED]

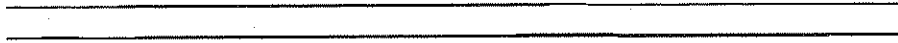
Current Mailing Address

\_\_\_\_\_

New Mailing Address

Countrywide is required by law to inform you that this communication is from a debt collector.

Please write the account number on all correspondence.



Countrywide is required by law to inform you that this communication is from a debt collector.

Please write the account number on all correspondence.

SPO Approval 8973 12/17/2008

TO: Rudy COMPANY:

**Homecomings Financial**

A GMAC Company

January 8, 2009

Note: Please ensure the closing Agent is provided with a copy of this letter.

[REDACTED]  
DIAMOND BAR, CA 91765

Re: Account Number: 747038 [REDACTED]  
DIAMOND BAR, CA 91765

Dear: [REDACTED]

This letter will confirm our acceptance of the short payoff on the above referenced property. We agree to accept the proceeds generated by the \$550,000.00 "as is condition" purchase as full and final satisfaction on the first mortgage indebtedness on the above referenced property. This agreement is subject to the following:

- \* Net proceeds to be no less than \$497,539.02
- \* SELLER TO NET ZERO.
- \* This transaction may not involve a third party who receives a deed prior to this closing or after this closing and before recording of the deed to the purchaser.
- \* **PROCEEDS IN CERTIFIED FUNDS MUST BE EXPRESSED MAILED TO:**

Homecomings Financial, LLC  
Attn: Loss Mitigation/Brad Youngkin  
3451 Hammond Avenue  
Waterloo, IA 50702

or wire funds to:

JP Morgan Chase Bank, NA  
Mail Code KYI - 7102  
6708 Grade Lane  
Louisville, KY 40213  
Building 7, Suite 709

ABA Routing: 083000137  
Account #85070241  
Beneficiary: rescap

- \* HUD-1 Settlement Statement MUST be faxed 48 hours before closing for approval. Please fax to (866) 586-4793.
- \* The following closing costs have been approved and should not exceed the given amount:

2nd lien	\$14,860.00
2 agents 5%	\$27,500.00
escrow and title charges	\$4,040.00
government recording and transfer	\$505.00
home warranty	\$690.00
termite inspection	\$500.00
Hazard disclosure	\$100.00
Taxes	\$4,265.98

Any reduction in the approved closing costs must be added to the net proceeds.

- \* We will prepare a release of lien and send to the title company for recording.
- \* Escrow to close on or before January 31, 2009.
- \* The attached documents need to be signed and returned prior to closing.
- \* All escrow surplus and credits MUST be added to the net proceeds.
- \* The HUD 1 Settlement statement must be signed by buyers, sellers and settlement agent.

TO: Rudy COMPANY:

\* Copy of proceed check and HUD1 settlement statement must be FAXED to our office at 1-(866)487-9023 within 24 hours of closing. Any delay in the receipt of the documents will result in \$100.00 fee per day along with the per diem interest of \$109.92 each day and any extension of the closing date, will require prior approval.

TO: Rudy COMPANY:

**If any of the above demands are not met the Net Proceeds will not be accepted and the satisfaction will be delayed at your expense.**

The release of the lien will be sent to the name and address of the title company you have provided and that will conduct the closing of the sale of the property. Please note that the release of the lien will not be sent out until the above proceeds are received. It will then be their responsibility to ensure proper recording of the release of the lien.

**A "Short" or "Negotiated" Payoff of your mortgage loan may have tax consequences. To determine if, or to what extent, you have any tax liability, you are encouraged to contact a tax professional.**

If you have any questions feel free to contact me at 1-800-799-9250.

Sincerely,

Loss Mitigation Department



P.O. Box 6172  
Rapid City, SD 57709-6172

January 16, 2009

[REDACTED]  
[REDACTED]  
DIAMOND BAR, CA 91765

RE: Our Account # 89105 [REDACTED]  
Prop. Addr: [REDACTED]  
DIAMOND BAR, CA 91765  
Settlement in full

Dear [REDACTED]:

The current payoff on your above-referenced account is \$154,710.20.\* Please be advised that Green Tree Servicing LLC\*\* ("Green Tree") will accept \$27,360.00 as settlement in full on the account. Upon our receipt and verification of good funds, Green Tree will release the deed of trust/mortgage and the Note will be settled in full.

*This offer is expressly conditioned upon Green Tree's receipt of the funds by 01/31/2009..*

If this offer is based upon a cash settlement, please assure good funds are received by Green Tree by 01/31/2009. You may use either the wiring instructions or overnight address referenced below to send your settlement funds.

If this offer is conditioned upon the sale or refinance of the collateral securing the above-referenced account, Green Tree must receive all available funds from the sale or the closing of the new loan, not to exceed the full payoff amount of the existing loan. You have represented to Green Tree that there are no additional funds available from the sale or refinance of the property and that you shall receive no funds, either directly or indirectly, from the sale or the closing of the new loan. If any additional funds become available, you must instruct the title company to disburse the funds to Green Tree.

**A copy of the final HUD-1 or settlement statement, payoff check and tracking information must be faxed to me at the time of closing to (480) 383-0539.**

On the date of closing, please direct the title company to remit the above-referenced amount by wire transfer or by overnight carrier for morning delivery (Saturday delivery if applicable) to the following address:

Wiring Instructions:

ABA: 091000022  
Account: 104755138047  
Account Name: Green Tree Servicing LLC  
Bank Name: US Bank National Association  
Bank Address: 800 Nicollet Mall  
Bank City: Minneapolis  
Bank State: MN  
Bank Zip: 55402

Overnight Address:

Green Tree  
7360 S Kyrene Rd  
Attn: [REDACTED]  
Tempe, AZ 85283

January 16, 2009

Our Account #: 8910 [REDACTED] 1

Prop. Addr:

[REDACTED]  
DIAMOND BAR, CA 91765

Settlement in full

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Account #: 89105 [REDACTED]

Please include the above-referenced account number with your payment.

If you have any questions please call me at 877.816.9 [REDACTED] 5 x35928. Thank you for your assistance.

Sincerely,

[REDACTED]  
Loss Mitigation  
Green Tree

cc: [Title Company] via facsimile

**\*BECAUSE OF INTEREST, LATE CHARGES, AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, CONTACT CUSTOMER SERVICE AT THE ABOVE-REFERENCED ADDRESS OR TOLL FREE NUMBER.**

\*\* For purposes of this communication, Green Tree Servicing LLC includes: in Alabama, Green Tree-AL LLC; in Minnesota, Green Tree Loan Company; in New York, Green Tree Credit LLC; and in Pennsylvania, Green Tree Consumer Discount Company.

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