

May 03, 2011



Approval of Short Sale

Account: [REDACTED] (the "Loan")

Property Address: [REDACTED] (the "Property")

Dear [REDACTED]:

We have reviewed your recent Request for Approval of Short Sale associated with the above-referenced Property, and we have accepted the offer under the Home Affordable Foreclosure Alternatives (HAFA) Program.

We agree to accept all net proceeds from the settlement, but not less than a minimum of \$325,020.39, as full and final satisfaction of your Loan. After we receive the settlement amount, we will settle your account and release the lien on the Property.

We must receive payment in the form of certified funds on or before 06/10/2011, or this offer becomes null and void.

This approval is subject to the following:

- A. **Terms**--The sale and closing comply with all terms and conditions of the Short Sale Agreement (the "Agreement"), and all terms and representations provided in the Agreement by the Borrower.
- B. **Changes**--Any change to the terms and representations contained in the Short Sale Agreement must be approved by us in writing. We are under no obligation to approve such changes.
- C. **Subordinate Liens**--Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holders that they will release the Borrower from all claims and liability relating to the subordinate liens in exchange for receiving the agreed upon payoff amount.
- D. **Proceeds from Sale**--Except as previously agreed to in writing by the Lender, the Seller will not receive any proceeds from the sale of the Property (except the Seller incentive payment of \$3,000, provided for in the HAFA program).
- E. **HUD1**--A **Preliminary HUD-1 Settlement Statement** must be provided to us at least 48 hours before the closing date. We must also receive the signed **Final HUD-1 Settlement Statement** within twenty-four (24) hours after closing. Please use the fax number provided

below.

Fax: (866) 220-4130

- F. Real Estate Commissions**--Real estate commissions that are paid from sale proceeds to the listing and selling brokers involved in the transaction cannot exceed six percent (6%) of the contract sales price. Neither the Buyer nor the Seller may receive a commission.
- G. Bankruptcy**--If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval from the Bankruptcy Court.
- H. Tax Consequences**--We report forgiveness of debt to the Internal Revenue Service. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for additional information.
- I. Consumer Reporting**--Please note that our acceptance of this short sale is reported to various consumer reporting agencies and may have an adverse effect on your credit rating. The impact of a short sale depends on the homeowner's entire credit profile. To learn more about the potential impact of a short sale on your credit, visit the Federal Trade Commission website at www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- J. Payment Instructions**--We must receive payoff funds within twenty-four (24) hours after closing. Please use the following overnight mailing address or wiring instructions, and include your account number on your payment.

In order to ensure timely acceptance of payments, please do not submit payments at a bank branch.

Overnight Mail: Chase
Attention Short Sale Department
Mail Code OH4-7164
3415 Vision Drive
Columbus, OH 43219-6009

To wire your payment, use the following wiring information.

Wire: JPMorgan Chase Bank NA
ABA # 021000021
Account # [REDACTED]
Account Name: [REDACTED]

- K. Closing Instructions**--At closing, forward the signed and notarized Affidavit of Arm's Length Transaction (enclosed) to the following address:

Overnight/Regular Mail: Chase
710 South Ash Street, Suite 200
Glendale, CO 80246-1989

Before the transaction can close, all junior lien holders must provide a written commitment that:

- They will release their liens and the Borrower from personal liability in exchange for payment equivalent to six percent (6%) of the unpaid principal balance of their liens.
- The total payment to all junior lien holders will not exceed a combined limit of \$6,000.
- Payment for release of any junior lien is dependent upon the agreement of all junior lien holders to release their liens and the Borrower from personal liability.

Please call us at the number below on the day of closing to provide us with the details

regarding the delivery of funds. After we receive the certified funds, we will release the lien. Any excess funds at closing will be refunded to us.

This acceptance is only for the contract of sale in the amount of \$358,100.00 between [REDACTED] (the "Buyer"), and the Seller.

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

Sincerely,



Foreclosure Alternative Department
Chase
(800) 446-8939
(800) 582-0542 TDD / Text Telephone
(866) 220-4130 Fax
www.chase.com

Enclosures

1. Affidavit of Arm's Length Transaction
2. Sales Contract

We are a debt collector.

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 was 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 an attempt to collect a debt or to impose personal liability for such obligation.

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