



September 22, 2011

480 998-9037

2517 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706

RE: Short Payoff Approval: Demand Statement

PHONE: 800-550-0508 • FAX: 303-728-7648

Aurora Bank Loan Number: [REDACTED]

Borrower(s): [REDACTED]

Property Address: [REDACTED]

3640021802624534SS01109-22-11

Chicago Title

14200 Northsight Blvd. Ste 100

Scottsdale, AZ 85260

Aurora Bank FSB (Aurora Bank) has approved the sale of the above-referenced property that will result in a short payoff of the mortgage. Our approval is based on the contract of sale between:

[REDACTED] and [REDACTED]

dated 03/25/2011 for the purchase price of \$125000.00. This letter constitutes Aurora Bank's instructions to the Settlement Agent.

As such, this approval is conditioned on a short payoff that meets the following criteria:

1. The required minimum payoff amount is \$116380.43. Settlement costs have been allocated as follows:
  - \* SELLER TO NET \$0.00 FROM SHORT SALE TRANSACTION
  - \* ALL OVERAGES ARE PAYABLE TO Aurora Bank
  - \* SELLER CLOSING COSTS NOT TO EXCEED \$3409.65. ANY REDUCTION IN THE APPROVED CLOSING COSTS MUST BE ADDED TO THE NET PROCEEDS.
  - \* BUYER PAYS ANY AND ALL ADDITIONAL CLOSING COSTS
  - \* COMMISSIONS NOT TO EXCEED \$7500.00
  - \* Seller paid credit towards junior lien not to exceed \$2008.92
  - \* Seller to contribute \$4299.00 towards closing
  - \* Cost reduce: commission \$7500.00, Jr. Lien \$2008.92
  - \* Cost not approved: seller concessions
  - \* Add "E" to street address, change city to [REDACTED]
2. The closing must be completed on or before close of business on 11/21/2011.
  - \* Written approval must be obtained from Aurora Bank Short Sale Department if unable to complete the transaction by the specified settlement date.
  - \* Aurora Bank reserves the right to assess a per diem after the original settlement date.
  - \* Aurora Bank accepts certified funds only. WE DO NOT ACCEPT PERSONAL CHECKS OR THIRD PARTY CHECKS. ALL NON CERTIFIED FUNDS RECEIVED WILL BE RETURNED TO THE SENDER. In the event the short sale proceeds are returned to the sender, interest may continue to accrue on the loan until adequate funds are received to satisfy the mortgage and release the lien.
3. If settlement is changed, delayed or the transaction is cancelled, immediately notify the Loan Resolution Department in writing at [priscilla.wright@aurorabankfsb.com](mailto:priscilla.wright@aurorabankfsb.com) no less than one week before the closing date noted above with the required documentation.
4. The sale transaction must be an "arm's length" transaction which means that all parties involved in the sale must be unrelated and unaffiliated and there are no side agreements between the seller or the buyer and any other party.



Aurora Bank FSB

Loan No. : [REDACTED]

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5. Neither the borrower nor any other party may receive any sale proceeds or any other funds, directly or indirectly, as a result of this transaction, except as noted in this letter.
- \* If the combined amount of the sale proceeds and the contribution total more than the amount due to the mortgage, then contact the Aurora Bank Short Sale Department.
  - \* The borrower must assign to Aurora Bank rights to escrowed funds insurance proceeds or refund from pre-paid expenses.
6. THE FINAL HUD-1 SETTLEMENT STATEMENT, MUST BE FAXED TO AURORA BANK AND APPROVED BY AURORA BANK PRIOR TO THE CLOSING. THE FINAL HUD-1 SETTLEMENT STATEMENT, SIGNED BY THE BUYER AND SELLER OR CERTIFIED BY THE ESCROW OFFICER, MUST BE FAXED THE SAME DAY OF THE CLOSING TO THE ATTENTION OF AT FAX NUMBER 866 923-8167. THE WIRE CONFIRMATION, THE ARM'S LENGTH AFFIDAVIT AND THE CLOSING AGENT WAIVER MUST ALSO BE FAXED TO THE ABOVE NUMBER.
7. If a duly-noticed foreclosure sale has been scheduled, this short sale approval is contingent upon Aurora Bank's ability to have the pending foreclosure sale postponed or cancelled.

If the short payoff amount is remitted to us, Aurora Bank will:

- \* File a 1099-C Form with the IRS and send you a copy. You should consult with the IRS or a tax professional concerning any tax impact this may have to you, if any.
- \* Release your mortgage on the public records.
- \* Report the transaction to the credit bureaus as "PAID INFULL FOR LESS THAN THE FULL BALANCE." This may be considered a derogatory remark by future potential or actual creditors. Credit is not a subject for negotiation. Aurora Bank will not report the loan as "PAID IN FULL" unless we receive a payoff of the full amount due under the loan. We will continue, without change, our reporting activity to the credit reporting agencies with respect to your loan, until completion of the short payoff transaction and we have received and posted good funds representing the agreed upon short payoff amount.

Wiring Instructions: US BANK; ABA NUMBER: 102-000021

CREDIT: Aurora Bank

ACCOUNT NUMBER: 1036-9018-0650

REFERENCE: LOAN NUMBER AND SELLER'S LAST NAME

\*DIRECT WIRE TO:

Overnight mail instructions: Funds sent to Aurora Bank should be sent to the following address. Please remember to reference the loan number and the seller's last name. Aurora Bank

ATTENTION:

10350 PARK MEADOWS DRIVE, 4TH FLOOR

LITTLETON, CO 80124

\*\*\*\*THIS TRANSACTION IS NOT CONSIDERED COMPLETED UNTIL ALL CONTINGENCIES OF APPROVAL HAVE BEEN MET\*\*\*\*

If you have any questions, please contact one of our Foreclosure Prevention Specialists at the address above or by calling 866-521-3828.

Sincerely,

Aurora Bank

Aurora Bank is a debt collector. Aurora Bank is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



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INSTRUCTIONS AND DISCLOSURE

All signatures to the Affidavit must be notarized. The Affidavit may be included with the sales contract, an addendum, or other pre-closing or closing documents as long as all signatures are obtained before or at the time of closing.

In the event the closing agent to the sale is prohibited from signing the Affidavit by applicable State, or federal law, Aurora Bank will waive the closing agent's signature requirement upon request. However, the closing agent's signature waiver is contingent upon the closing agent's agreement that the closing agent will not also act as the closing agent on a subsequent transaction involving the Property within one year of closing the short sale transaction.

If a party reveals an agreement, understanding or contract relating to the current sale or subsequent sale of the Property that indicates the transaction is not an "arm's length" transaction, that the purchaser intends to re-sell the Property in 120 days or less without having substantially refurbished or added value to the Property, or otherwise indicates bad faith, collusion or fraud on the part of the parties, Aurora Bank will withdraw approval for the short sale transaction and immediately notify Rali 2007-q01, a mortgagee whose address for loan servicing matters is c/o Aurora Bank; 2617 College Park, PO Box 1706, Scottsbluff, NE 69363-1706 under a servicing agreement with the mortgagee.

_____	_____	_____	_____
Borrower	Date	Borrower	Date
_____	_____	_____	_____
Borrower	Date	Borrower	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Borrower's Agent	Date	Purchaser's Agent	Date
_____	_____	_____	_____
Closing Agent	Date	Transaction Facilitator	Date

STATE of: \_\_\_\_\_ County ss: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed)  
My Commission Expires: \_\_\_\_\_

