

Indymac Mortgage Services
7700 W. Parmer Lane
Bldg. D
Austin, TX 78729

May 8, 2009

[REDACTED]
[REDACTED]
[REDACTED] CYPRESS CANYON PARK DR
San Diego, CA 92131

Loan No.: [REDACTED]
Property: [REDACTED] CYPRESS CANYON PARK DRIVE
SAN DIEGO, CA 92131

Dear Borrower(s):

Indymac Mortgage Services has approved the proposed short payoff subject to the following conditions:

1. Close of escrow to be on or before June 19, 2009
2. Gross contract sales price: **\$630000.00**
3. Minimum net sales proceeds to Indymac Mortgage Services: **\$559700.00**
4. Maximum net sales proceeds to 2nd: **\$.00**
***If there is NO 2nd lien, any proceeds indicated to the 2nd lienholder will be added to Indymac Mortgage Services net proceeds.**
5. Maximum commissions to agent: **\$31500.00**
6. Maximum closing costs (EXCLUDES: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAD, PEST INSPECTIONS AND HOME WARRANTIES): **\$37800.00**
7. **Please send separate wires for each loan if there are multiple loans to Indymac Mortgage Services.**
8. Parties other than Indymac Mortgage Services must absorb (pay) any additional unapproved closing costs.
9. Borrower (Seller) to receive no funds or cash from this transaction.
10. The borrower must sign the attached acknowledgement to all terms specified in this approval and must acknowledge that Indymac Mortgage Services retains all deficiency rights as provided by the note, deed of trust and/or security agreement in accordance with local and federal laws.
11. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
12. Review of purchase documents - Indymac Mortgage Services has the unlimited right to revoke this short payoff approval should there be any material changes to the final HUD-1 Settlement Statement.

[REDACTED]

13. A COPY OF THE FINAL SIGNED ACKNOWLEDGMENT, PURCHASER ELIGIBILITY CERTIFICATE, CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE FAXED AND EMAILED TO THE FOLLOWING WITHIN 24 HOURS OF CLOSING:

Scott Horton
INDYMAC MORTGAGE SERVICES
FAX #: 866-689-9741
EMAIL: scott.horton@imb.com

14. Please instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow. ALL PROCEEDS MUST BE WIRED.
15. Wire Indymac Mortgage Services short-sale proceeds to:

Wells Fargo Bank
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SD. 57104
ABA #121000248

Credit to Account: Indy Mac Property Liquidation
Clearing Account

Account #: [REDACTED]

RE: Indymac Mortgage Services SPO Loan # [REDACTED] / [REDACTED]

IF MORE THAN ONE LOAN PLEASE SEND SEPARATE WIRES FOR EACH

16. Indymac Mortgage Services must receive confirmation of the close of escrow within 24 hours of the actual settlement date.

If all conditions are followed the borrower(s) will be released from this lien.

Respectfully,

Nancy Thompson
Loan Workout Specialist
Indymac Mortgage Services
Loss Mitigation Disposition Department
Email: Nancy.Thompson@imb.com
Fax: 866-689-9741

Enclosure(s): Acknowledgement
Purchaser Eligibility Certificate

Faslo Solutions LLC

March 10, 2009

[REDACTED]
1500 State Street NO 100
San Diego, CA 92101

RE: Loan Number: # [REDACTED]
Property Address: [REDACTED] India Street ([REDACTED]
San Diego, CA 92101

Dear [REDACTED]

This letter will confirm that Faslo Solutions has agreed to accept a discounted payoff on the above referenced loan in the amount of \$2,000.00 based upon the sale of the property located at : [REDACTED] India Street San Diego, CA 92101. The conditions for acceptance of this discounted payoff are listed below:

1. Faslo Solutions will receive and approve the HUD1 Settlement Statement PRIOR to closing. (Faslo Solutions reserves the right to refuse the sale proceeds if the HUD1 Settlement Statement is not received and/or approved.)
2. Positive escrow balances, insurance, or tax refunds if any, will not be refunded. These funds will be applied toward any remaining debt balance(s).
3. Mortgagor (s) will receive \$0.00 proceeds from this transaction.
4. Copy of the mortgage/deed of trust from the Title Company that shows Faslo Solutions as the junior lien holder prior to the sale of the property.
5. Signed copy of the approval letter.
6. Copy of the Signed completed HUD1 from closing

If the above mentioned funds are not received in this office on or before March 20, 2009 this agreement is null and void. Upon receipt of \$2,000.00 in certified funds, Faslo Solutions will execute a full satisfaction and release of mortgage and if applicable, foreclosure and or legal activity will cease.



4828 Loop Central Drive
Houston, TX 77081
Telephone (800) 999-8501
Fax (713) 793-4363
www.littonloan.com

Oct 28, 2008

[REDACTED]
Po Box 34016
San Diego, CA 92163-4016

Re: Litton Loan #: [REDACTED]
Borrower: [REDACTED]
Property Address: [REDACTED] North 43rd Street
San Diego, CA 92105

Dear Borrower(s):

Litton Loan Servicing LP hereby agrees to participate in the assisted short sale of the above referenced property. This demand letter 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 by the buyer referenced in this letter. The conditions of approval are as follows:

1. The closing and funding must take place no later than Nov 26, 2008, or this approval is void.
2. The approved buyer(s) is/are [REDACTED] and the sales price shall be \$73,400.00. Another buyer cannot be substituted without Litton's prior written approval.
3. Proceeds to Litton Loan Servicing LP shall be no less than \$60,000.00. Litton reserves its right to adjust its approved net proceeds or cancel this approval if any of the terms on the preliminary Hud 1 provided are altered without our prior approval. The property is being sold in "As-Is" condition. No repairs will be paid out of the proceeds, unless specifically stated.
4. The seller will not receive any proceeds from this short sale transaction. If there are remaining escrow funds or refunds of any kind, they will be sent to Litton Loan Servicing LP to offset the loss.
5. Should the closing be delayed and the investor agrees to an extension of the original closing date, the seller shall be responsible for per diem charges, extension fees and foreclosure sale postponement fees. The seller shall also be responsible for any additional costs and fees over the aforementioned approved amounts.
6. Litton Loan Servicing LP will provide a satisfaction of debt within the statutory time limit governed by the Property State.
7. The closing agent must provide a copy of the final HUD-1 closing statement at least 24 hours prior to closing for final approval by Litton.

Closing agent must send a copy of the wire confirmation immediately following closing along with a copy of the final, fully executed HUD-1 settlement statement to:

[REDACTED]
Litton Loan Servicing LP
ATT: Loss Mitigation Department - Larry Reyna
larry.reyna@littonloan.com
Fax: 972-653-6366

Wiring instructions
Bank name: Chase Bank
City, State: Houston, TX
Name: LLSLP-RCA ACQ
ABA # 113000609
Account # [REDACTED]

Please Reference: Short Sale and Loan #
Attn: Georgia Chirtos

Litton Loan Servicing LP may be required to report this transaction to the IRS. We recommend that you discuss this matter with your accountant or financial advisor. Your loan will be reported to the credit bureau as "Account Settled".



4828 Loop Central Drive
Houston, TX 77081
Telephone (800) 999-8501
Fax (713) 793-4363
www.littonloan.com

November 11, 2008

[Redacted]
Po Box 34016
San Diego, CA 92163-4016

Re: Litton Loan #: [Redacted]
Borrower: [Redacted]
Property Address: [Redacted] North 43rd Street
San Diego, CA 92105

Dear Borrower(s):

Litton Loan Servicing LP hereby agrees to participate in the assisted short sale of the above referenced property. This demand letter 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 by the buyer referenced in this letter. The conditions of approval are as follows:

1. The closing and funding must take place no later than Nov 20, 2008, or this approval is void.
2. The approved buyer(s) is/are [Redacted] and the sales price shall be \$69,000.00. Another buyer cannot be substituted without Litton's prior written approval.
3. Proceeds to Litton Loan Servicing LP shall be no less than \$59,000.00. Litton reserves its right to adjust its approved net proceeds or cancel this approval if any of the terms on the preliminary Hud 1 provided are altered without our prior approval. The property is being sold in "As-Is" condition. No repairs will be paid out of the proceeds, unless specifically stated.
4. The seller will not receive any proceeds from this short sale transaction. If there are remaining escrow funds or refunds of any kind, they will be sent to Litton Loan Servicing LP to offset the loss.
5. Should the closing be delayed and the investor agrees to an extension of the original closing date, the seller shall be responsible for per diem charges, extension fees and foreclosure sale postponement fees. The seller shall also be responsible for any additional costs and fees over the aforementioned approved amounts.
6. Litton Loan Servicing LP will provide a satisfaction of debt within the statutory time limit governed by the Property State.
7. The closing agent must provide a copy of the final HUD-1 closing statement at least 24 hours prior to closing for final approval by Litton.

Closing agent must send a copy of the wire confirmation immediately following closing along with a copy of the final, fully executed HUD-1 settlement statement to:

**Litton Loan Servicing LP
ATT: Loss Mitigation Department - Larry Reyna
larry.reyna@littonloan.com
Fax: 972-653-6366**

**Wiring instructions
Bank name: Chase Bank
City, State: Houston, TX
Name: LLSLP-RCA ACQ
ABA # 113000609
Account # [Redacted]**

**Please Reference: Short Sale and Loan #
Attn: Georgia Chirtos**



Wells Fargo Home Mortgage
MAC X7801-018
3476 Stateview Blvd
Fort Mill, SC 29715

August 14, 2009

[Redacted]

Dear [Redacted]

RE: Demand Statement for Loan [Redacted]
Projected Settlement Date 09/14/09
Property Address [Redacted] 31st Street
San Diego CA 92102

Client 708

Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 05/21/09 between [Redacted] And, the seller(s), and [Redacted] And [Redacted], the buyer(s), for a purchase price of \$ 290,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

- The required minimum payoff is \$ 263,086.01, scheduled for settlement on or before 09/14/09. Your contribution and settlement costs allocated for this transaction are:
 - Mortgagor contribution:
 - Cash at Closing: \$0.00
 - Promissory Note: \$0.00
 - Real Estate Commission: \$14,500.00
 - Approved Seller Closing Costs:
 - payoff to WF 2nd lien 3,750.00
 - cc credit 5,000.00
 - county taxes 911.99
 - settlement fee 785.00
 - doc prep 150.00
 - title insurance 1,335.00
 - messenger 40.00
 - tax stamps 319.00
 - NHD report 123.00

LC100/UOM/pg.1

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

1 st.
49



Wells Fargo Home Mortgage
MAC X7801-018
3476 Stateview Blvd
Fort Mill, SC 29715

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RE: Loan Number [REDACTED]

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.
5. The Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to:

Wells Fargo Home Mortgage
Borrower Counseling Services
3480 Stateview Blvd., MAC X7802-03H
Fort Mill SC 29715

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Kelly D Johnson
Loan Adjustor Specialist
Wells Owned Liquidation
Enclosure

LC100/UOM/pg.2

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

citimortgage™

May 16, 2008
858-630-2222

CitiFinancial

Account Number: [REDACTED]

[REDACTED] Maple St San Diego CA 92104

Dear [REDACTED],

This letter serves as CitiFinancial's authorization and acceptance of a short payoff on the above referenced account, in the MINIMUM amount of \$70,870.71 or the net proceeds from settlement, whichever is GREATER.

This amount is valid through 06/16/08. Certified funds must be received on or before . The sellers/mortgagors may not receive more than 0 \$ in this transaction at closing. Upon receipt of certified funds or title company escrow check and after a final review of the original (or certified copy) HUD 1 settlement statement, CitiFinancial will release its mortgage on the property. Any insurance claim proceeds will be considered the property of CitiFinancial and will be applied towards our loss.

Please deliver the certified funds by overnight mail service to:

Citimortgage
4740 121st Street
Des Moines, IA 50323
Attn: MC 1156
Closing Rep: Joey Simpson

Please see comments below regarding fax copy

WIRE ONLY

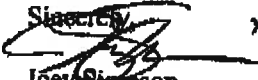
Wire Instructions:

Wire to:	Citibank Delaware
ABA#:	031100209
Credit to:	Citimortgage Inc.
Wire Account No.:	38881139
Wire Memo:	Attn: #1010 Short Payoff
Customer Name:	[REDACTED]
Customer Account No.:	[REDACTED]

*** A COPY OF THIS LETTER MUST BE PROVIDED TO THE CUSTOMER ***

A copy of the final HUD 1, check and tracking number (Fed Ex, UPS, etc.) OR bank wire must be faxed to Joey Simpson 972-657-1900 at the time of closing. Without the fax copies your funds may be returned to you.

Sincerely,



Joey Simpson
Loss Mitigation Closer
Toll Free: 877-675-3656 Ext. 71339
Direct: 972-657-1330

BEST CONTACT: joey.d.simpson@citigroup.com

**YOU MUST FAX A COPY OF THE FINAL HUD,
BANK WIRE CONFIRMATION SLIP, FAXED TO
866 711 5827**

citi mortgage™

**July 28, 2009
Brian Cane
Fax 866 793 0960
CitiMortgage, Inc.
Account Number:
Customer:**





**Provencal Pl
San Diego, CA 92128**

Dear 

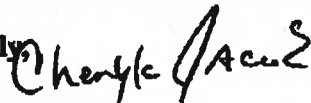
This letter serves as CitiMortgage, Inc. (CMI) authorization and acceptance of a short payoff on the above referenced account, in the amount of \$3,300.00, or the net proceeds from the closing settlement, whichever is GREATER.

This amount is valid through August 24, 2009. Certified funds must be received on or before August 28, 2009. The sellers/mortgagers may not receive more than \$0.00 in this transaction at closing. Upon receipt of certified funds or title company escrow check and after a final review of the original (or certified copy) HUD 1 settlement statement, CMI will release its mortgage on the property. Any funds held in our Escrow/ Impound Account and / or insurance claim proceeds will be considered the property of CMI and will be applied towards our loss.

**Wire Information: Wire to: CitiBank, N.A.
New Castle, Delaware
ABA # 031100209
Credit To: CitiMortgage, Inc.
Account # 38681139**

**Wire Memo info Required: Payoff
Customer Name: 
Customer 10 Digit Account Number: **

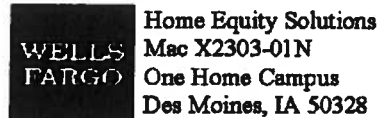
A copy of the final HUD 1, wire confirmation, approval letter must be faxed to Cheryle Jacobs (866) 711 5827 at the time of closing.

Sincerely, 

**Cheryle Jacobs
Loss Mitigation Specialist
Toll Free: 800-422 1498 Ext. 8934667**

A member of citigroup™

****A COPY OF THE LETTER MUST BE PROVIDED TO THE CUSTOMER AT CLOSING****



June 18, 2009

[REDACTED]
[REDACTED] WARING RD [REDACTED]
SAN DIEGO CA 92120-2732

RE: **Conditional Approval of Request for Short Sale**
Account #: [REDACTED]
Property: [REDACTED] WARING RD [REDACTED] SAN DIEGO, CA 92120
Buyer(s): TBD

Dear Borrower(s):

The purpose of this letter is to confirm that Wells Fargo Bank, N.A. ("Wells Fargo") has conditionally approved your request for a short sale of the above-referenced Property. This approval is valid only for a sale in connection with the above-reference Buyer(s) and for a sale closing by (7/18/2009), if not closed by this date you will need to get a new approval letter from Wells Fargo.

This approval of a short sale with respect to the above-referenced Property is conditioned on your compliance with all Short Sale Guidelines, which have previously been provided. Short sale approval will not be final unless and until a Final Short Sale Approval Letter has been executed by Wells Fargo and written acceptance of the terms of the Final Short Sale Approval Letter is made by you. If a signed copy of Final Short Sale Approval Letter is not received by the required due date and/or is altered in any manner, the approval becomes null and void. Only upon satisfaction of all terms of the Final Short Sale Approval Letter, will Wells Fargo release its mortgage or deed of trust on the Property.

The Property must be sold "as is" for purchase price of not less than \$ 89,000.00; the amount paid to Wells Fargo must be \$ 3,000.00 or greater. Wells Fargo is entitled to all proceeds from the sale except those necessary to pay off any senior liens and customary seller's closing costs. The real estate agents' commission shall be no greater than 5.000% of the contract sales price. The borrower(s) is to net \$ 0.00 (zero) from the sale.

Should you have any questions, please feel free to contact us at the number listed below.

Sincerely,

Danyal Erickson
Collections Servicing
866-970-7821 Ext. 48155

The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

AURORA LOAN SERVICES

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE: 800-550-0508 • FAX: 308-635-8145

VIA FACSIMILE: 866-793-0960

June 02, 2009

3640040055220534SS00106-02-09

Chicago Title
3091 Clairemont Dr
San Diego, CA 92117

RE: Short Payoff Approval: Demand Statement
Aurora Loan Number: [REDACTED]
Borrower(s): [REDACTED]

Property Address: [REDACTED] Helix St, Spring Valley CA 91977

Aurora Loan Services ("Aurora") has approved the sale of the above property that will result in a short payoff of the mortgage and release of the subject lien. Our approval is based on the contract of sale between [REDACTED] and [REDACTED] and [REDACTED] dated February 11, 2009 for the purchase price of \$265,000.00. This letter constitutes Aurora'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 \$245,287.50. Settlement costs have been allocated as follows:
 - * SELLER TO NET \$0.00 FORM SHORT SALE TRANSACTION.
 - * ALL OVERAGES ARE PAYABLE TO AURORA LOAN SERVICES.
 - * SELLER PAID CLOSING COSTS NOT TO EXCEED \$6,462.50. ANY REDUCTION IN THE APPROVED CLOSING COSTS MUST BE ADDED TO THE NET PROCEEDS.
 - * SUBORDINATE LIEN TO N/A MUST BE RELEASED FOR AN AMOUNT OF N/A.
 - * BUYER PAYS ANY AND ALL ADDITIONAL CLOSING COSTS.
 - * COMMISSIONS NOT TO EXCEED 5% OF PURCHASE PRICE.
 - * The following fees will not be allowed:
 - \$750 settlement reduced to \$500.
2. The closing must be completed no later than July 6, 2009.
 - * Written approval must be obtained from Aurora's Short Sale Department if unable to complete the transaction by the specified settlement date.
 - * Aurora reserves the right to assess a per diem after the original settlement date.
3. Neither the borrower nor any other party may receive any sale proceeds or any other funds as a result of this transaction, except 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 Aurora's Short Sale Department.
 - * The borrower must assign to Aurora any rights to escrowed funds, insurance proceeds or refund from pre-paid expenses.
4. If settlement is changed, delayed or the transaction is cancelled, immediately notify the Loan Resolution Counselor in writing at fax



AURORA LOAN SERVICES

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE: 800-550-0506 • FAX: 308-635-3145

Loan No. : [REDACTED]

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866-698-5311 no less than one week before the closing date noted above with the required documentation. Please note per diem interest will be required in addition to written approval for any extension.

- 5. THE FINAL HUD-1 SETTLEMENT STATEMENT, SIGNED BY BUYER AND SELLER OR CERTIFIED BY THE ESCROW OFFICER, MUST BE FAXED THE SAME DAY OF THE CLOSING TO THE ATTENTION OF ROXANN DIERKER AT THE FAX NUMBER 866-624-8904

Once Aurora has received the certified funds as indicated in paragraph 1 and all other requirements in this letter have been met Aurora will:

- * File a 1099-C with the IRS and send you a copy. This may be a taxable event. You should consult with the IRS or a tax professional concerning any tax impact this may have to you, if any.
- * Consider the debt to be satisfied in full.
- * Release your mortgage on the public record.
- * Report the transaction to the credit bureaus as "PAID IN FULL FOR LESS THAN THE FULL BALANCE." This may be considered a derogatory remark by future potential or actual creditors. Credit is not subject for negotiation. Aurora will not report the loan "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: 102-000-021
 CREDIT: AURORA LOAN SERVICES
 ACCOUNT NUMBER: [REDACTED]
 REFERENCE: LOAN NUMBER [REDACTED] AND SELLER'S NAME(S)
 [REDACTED]

*DIRECT WIRE TO: ROXANN DIERKER

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

AURORA LOAN SERVICES, Attention: ROXANN DIERKER
10350 PARK MEADOWS DRIVE, 4TH FLOOR
LITTLETON, CO 80124

**** THIS TRANSACTION IS NOT CONSIDERED COMPLETED UNTIL ALL CONTINGENCIES OF APPROVAL HAVE BEEN MET ****
Please call 866-521-3828 with any questions concerning this letter.

Sincerely,

ROXANN DIERKER
Aurora Loan Services

Aurora Loan Services is a debt collector. Aurora 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



AURORA LOAN SERVICES LLC

AURORA LOAN SERVICES

Aurora Loan Services, LLC 10350 Park Meadows Drive, Littleton, CO 80124

VIA FACSIMILE: 866 793 0960

05/19/2009

Brian Cane

RE: Short Payoff Approval: Demand Statement
Aurora Loan Number: [REDACTED]

Borrower(s): [REDACTED]

Aurora Loan Services ("Aurora") has approved the sale of the above property that will result in a short payoff of the mortgage and release of the subject lien. Our approval is based on the contract of sale between [REDACTED] and [REDACTED] dated March 25, 2009, for the purchase price of \$ 263,000.00. This letter constitutes Aurora'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 \$ 236,698.71 . Settlement costs have been allocated as follows:
 - ALL OVERAGES ARE PAYABLE TO AURORA LOAN SERVICES.
 - SELLER PAID CLOSING COSTS NOT TO EXCEED \$ 10,151.29
 - ANY REDUCTION IN THE APPROVED CLOSING COSTS MUST BE ADDED TO THE NET PROCEEDS.
 - SUBORDINATE LIEN TO MUST BE RELEASED FOR AN AMOUNT OF \$ 3,000.00 .
 - BUYER PAYS ANY AND ALL ADDITIONAL CLOSING COSTS.
 - COMMISSIONS NOT TO EXCEED \$ 13,150.00
2. The closing must be completed no later than June 15, 2009.
 - Written approval must be obtained from Aurora's Short Sale Department if unable to complete the transaction by the specified settlement date.
 - Aurora reserves the right to assess a per diem after the original settlement date.
3. Neither the borrower nor any other party may receive any sale proceeds or any other funds as a result of this transaction, except 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 Aurora's Short Sale Department.
 - The borrower must assign to Aurora any rights to escrowed funds, insurance proceeds or refund from pre-paid expenses.
4. If settlement is changed, delayed or the transaction is cancelled, immediately notify the Loan Resolution Counselor in writing at fax 866-517-9848 no less than one week before the closing date noted above with the required documentation. Please note per diem interest will be required in addition to written approval for any extension.

Aurora Loan Services LLC is a debt collector. Aurora 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.

DATE 4/8/2009
 TO *Brian Cain*
 FAX NUMBER *888-793-0860*
 COMPANY
 REGARDING 

FROM *Sarah Melton*
 PHONE *949-812-3170*
 FAX *949-399-2627*
 EMAIL

sarah.m.melton@jpmorgan.com

NUMBER OF PAGES (INCLUDING THIS COVER SHEET) 3

Conditions of EMC Mortgage's acceptance of funds on the above referenced loan are:

Commissions	\$20,840.00
Total Closing Costs	<u>\$22,014.74</u>

- 1) EMC must receive the original signed Side Note if applicable.
- 2) Borrowers are to receive \$0.00 proceeds from the transaction and any and all Refunds are to be forwarded to EMC Mortgage Corporation.

Settlement agent to forward any and all funds held by settlement agent or title company at closing, that are later found to be refundable for any and all reasons as verification of taxes paid, padding for incidentals, repair invoices or bills that are not payable, etceteras.

- 3) EMC Mortgage must receive and approve the HUD-1 Settlement Statement "PRIOR" to closing.

- 4) If settlement funds are to be wired, the wiring instructions are:

Chase Bank of Texas
 ABA#: 021000021
 Credit Account #: 7001224500
 Reference: Payment Processing
 Loan Number: 0022003750 LM
 Sarah Melton *Loss Mitigation*

- 5) If settlement funds are to be sent by overnight mail:

EMC Mortgage Corporation
 Sarah Melton *Loss Mitigation*
 Loan Number: 0022003750 LM
 800 State Highway 121 Bypass
 Lewisville, Texas 75067

- 6) Prior to sending the package, please fax a copy of the Check or Bank Wire Receipt, HUD-1, and the Overnight Tracking Slip to me.

888-332-7856 +5240 48

EN079-c101807/SAM

April 09, 2009

Re: EMC Loan Number: [REDACTED]

[REDACTED]

Re: Property Address: [REDACTED] Woody Hills Dr
El Cajon CA 92019

Dear [REDACTED]:

This letter confirms that EMC Mortgage Corporation (EMC) agrees to accept a discounted payoff on the above-referenced loan. The conditions for EMC's acceptance of this discounted payoff are:

1. The sales price/loan amount will be \$359,000.00 with net proceeds to EMC Mortgage Corporation to be no less than \$315,445.26. The mortgagor/seller will execute an unsecured note in the amount of \$0.00, payable to EMC Mortgage Corporation, in addition to the net sale proceeds.
2. Mortgagor(s) will receive \$0.00 proceeds from this transaction. Any refunds or overages must be remitted to EMC.
3. EMC will receive and approve the HUD1 Settlement Statement PRIOR to closing. (EMC reserves the right to refuse the sale proceeds if the HUD1 Settlement Statement is not received and/or approved.)
4. Positive escrow balance, insurance, or tax refunds, if any, will not be refunded. These funds will be applied toward any remaining debt balance(s).

If the aforementioned funds are not received in this office on or before 05/13/09, this agreement is null and void. Upon receipt of \$315,445.26 in certified funds, EMC will execute a full Satisfaction and Release of Mortgage and, if applicable, foreclosure activity will cease.



Specialized Loan Servicing, LLC
8742 Luccent Boulevard, Suite 300
Highlands Ranch, CO 80129
800-306-6059
720-241-7526 Fax

April 15, 2009

[REDACTED]
[REDACTED]
[REDACTED]
Re: SLS Loan Number: [REDACTED]
Property Address: [REDACTED] OCEAN CV DR
CARDIFF BY THE SEA, CA 92007

Short Sale Contingent Approval

Dear [REDACTED]:

Specialized Loan Servicing LLC (SLS) has been authorized by the Investor to accept a "Short Sale" in connection with the above-referenced property, and release the lien secure by its Deed of Trust, contingent on the fulfillment of the conditions listed below:

1. Return of signed acknowledgement of the approval letter by fax.
2. Final HUD-1 Settlement Statement.

The minimum net proceeds approved of \$5,000.00 must be received in our office before close of business on May 25, 2009. If you have not already done so, please send the requested documentation along with the name of the title company's closing agent and a contact number, so that we can make arrangements for direct payment of the proceeds to SLS. If any of the above requested documents and information as well as the minimum net proceeds are not received in this office by the dates given, this approval will be null and void and you will need to contact this office for updated approval.

You will NOT receive any proceeds at closing and will waive your rights to any unearned premiums for taxes and/or insurance and any escrow funds, overages for fees associated with this sale or property securing this loan or loans, which includes, but is not limited to, attorneys' fees, any and all pro-rations and escrow cushion.

Please be advised the acceptance of this short sale transaction is being made in reliance upon the information provided by you the debtor(s) in consideration for a short sale, including any and all financial representations regarding amounts and sources of income, other assets, and debt obligations of you the debtor(s).

At least 24 hours prior to closing, a copy of the final HUD-1 Settlement Statement must be faxed to the attention of the Customer Resolution Dept. for approval. If you become aware of any changes to the approved terms and the loan cannot close or fund, you should contact this office immediately.



Home Loans

Mail Stop AZ1-003-03-03
2303 W. Chandler Blvd.
Chandler, AZ 85224

Notice Date: May 8, 2009

Account No.: [REDACTED]

Property Address:

[REDACTED]
Haller St
San Diego, CA 92104

[REDACTED] Haller Street
San Diego, CA 92104

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 5-11-2009 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 \$415,000.00.
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 4-3-2009.
 - a. Total Closing Costs not to exceed \$ 44,552.37.
 - b. Maximum commission paid \$ 20,750.00.
 - c. Maximum allowed to the Jr. Lien Holder \$15,000.00.
 - d. Maximum allowed for HOA liens \$N/A (if applicable).
 - e. Maximum allowed for repairs \$N/A (if applicable).
 - f. Maximum allowed for termite inspection/repairs \$500.00 (if applicable).

Any additional fees that were not approved on 4-3-2009 will not be covered by BAC Home Loans Servicing, LP 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 \$15,000.00.

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 \$6,000.00, 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): \$N/A

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): \$6,000.00

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 christine.lentz@bankofamerica.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# [REDACTED] / [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 christine.lentz@bankofamerica.com along with the assignment of unearned insurance premium signed by sellers 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.

NationalCity.

National City Bank
P.O.Box 5570
Cleveland, OH 44101-0570

[Redacted]
Banock St
Spring Valley, CA 91977-5206

Date: February 26, 2009
Re: Account Number: [Redacted] ("Account")
Collateral: [Redacted] BANOCK ST, SPRING VALLEY, CA, 91977.

Dear [Redacted]

Upon receipt of certified funds in the amount of \$3,000.00, we agree to release our lien interest in the above mentioned property. The payoff on the Account as of today's date is \$35,342.35. After applying \$3,000.00 to your Account, you will remain liable for the outstanding balance.

This offer is valid through March 26, 2009. Please remit the certified funds payable to National City Bank on or before that date to the address below.

National City
6750 Miller Road
Brecksville, OH 44141
Attn: Payment Processing, Loc #01:7103.

Except for the release of our lien, all other terms of your contract remain in full force and effect. Please contact me to make payment arrangements for the outstanding balance.

If you have any questions regarding this matter, please contact me at the number below.

Sincerely,

Lakeisha Webster
Account Specialist
1-888-622-2657 Ext. 86876

Notice: See Reverse Side for Important Information

AURORA LOAN SERVICES

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE 303-350-0502 • FAX 303-655-3143

VIA FACSIMILE:

February 27, 2009

3640032588352534SS00102-27-09
[REDACTED]

RE: Short Payoff Approval; Demand Statement
Aurora Loan Number: [REDACTED]
Borrower(s): [REDACTED]
Property Address: [REDACTED] India St [REDACTED] San Diego CA 92101

Aurora Loan Services ("Aurora") has approved the sale of the above 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 February 09, 2009 for the purchase price of \$180,000.00. This letter constitutes Aurora'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 \$164,751.77. Settlement costs have been allocated as follows:
 - * SELLER TO NET \$0.00
 - * ALIGN FOR CLOSING COSTS NOT TO EXCEED \$8,748.23
 - * ALIGN FOR \$2000.00 FOR 2ND PAYOFF TOWARD FASLO
 - * ALIGN FOR BROKER COMMISSION NOT TO EXCEED 2.5% OR \$4,500.00
 - * NO HOME WARRANTY APPROVED
 - * BUYER OR AGENT TO PAY ANY ADDITIONAL FEES OR COSTS
 - * ONCE CLOSED FINAL CERTIFIED HUD FAXED TO 866-590-5347

THE FINAL HUD-1 SETTLEMENT STATEMENT, SIGNED BY BUYER AND SELLER, MUST BE FAXED THE DAY OF THE CLOSING TO THE FAX NUMBER PROVIDED ON THE FAX COVER SHEET.

2. The closing must be completed no later than MARCH 20, 2009.
 - * If settlement is delayed or the transaction is cancelled, immediately notify Aurora's Special Services Department.
 - * Written approval must be obtained from Aurora's Special Services Department if unable to complete the transaction by the specified settlement date.
 - * Aurora reserves the right to assess a per diem after the original settlement date.
3. Neither the borrower nor any other party may receive any sale proceeds or any other funds as a result of this transaction, except 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 Aurora's Special Services Department.
 - * The borrower must assign to Aurora's any rights to escrowed funds, insurance proceeds or refund from pre-paid expenses.



AURORA LOAN SERVICES LLC

DATE 10/13/2008
 TO *Elsa Nunez/ Brian Cane*
 FAX NUMBER 619-275-5116/866-793-0960
 COMPANY *Chicago Title*
 REGARDING [REDACTED]

Loan Number: [REDACTED]
 Loan Number: [REDACTED]

FROM *Nicole Staley*
 PHONE 866-703-5283 x 4817
 FAX 214-626-4708
 EMAIL Nicole.L.Staley@jpmorgan.com

NUMBER OF PAGES (INCLUDING THIS COVER SHEET) 5

Conditions of EMC Mortgage's acceptance of funds on the above referenced loan are:

Commissions	\$17,950.00
Sales Price	<u>\$359,000.00</u>

- 1) EMC must receive the original signed Side Note if applicable.
- 2) Borrowers are to receive \$0.00 proceeds from the transaction and any and all Refunds are to be forwarded to EMC Mortgage Corporation.

Settlement agent to forward any and all funds held by settlement agent or title company at closing, that are later found to be refundable for any and all reasons as verification of taxes paid, padding for incidentals, repair invoices or bills that are not payable, etceteras.

- 3) EMC Mortgage must receive and approve the HUD-1 Settlement Statement "PRIOR" to closing.

- 4) If settlement funds are to be wired, the wiring instructions are:

Chase Bank of Texas
 ABA#: 021000021
 Credit Account #: 7001224500
 Reference: Payment Processing
 Loan Number: [REDACTED] LM
 Nicole Staley Loss Mitigation

- 5) If settlement funds are to be sent by overnight mail:

EMC Mortgage Corporation
 Nicole Staley Loss Mitigation
 Loan Number: [REDACTED] LM
 800 State Highway 121 Bypass
 Lewisville, Texas 75067

- 6) Prior to sending the package, please e-mail a copy of the Check or Bank Wire Receipt, HUD-1, and the Overnight Tracking Slip to me.

W0079-r092807/NLS



October 13, 2008

Re: EMC Loan Number: [REDACTED]

[REDACTED]
[REDACTED]

Drive
[REDACTED] Princess View Dr
San Diego, CA 92120

Re: Property Address: [REDACTED] Princess View Dr
San Diego CA 92120

Dear [REDACTED] :

This letter confirms that EMC Mortgage Corporation (EMC) agrees to accept a discounted payoff on the above-referenced loan. The conditions for EMC's acceptance of this discounted payoff are:

1. The sales price/loan amount will be \$359,000.00 with net proceeds to EMC Mortgage Corporation to be no less than \$329,291.62. The mortgagor/seller will execute an unsecured note in the amount of \$0.00, payable to EMC Mortgage Corporation, in addition to the net sale proceeds.
2. Mortgagor(s) will receive \$0.00 proceeds from this transaction. Any refunds or overages must be remitted to EMC.
3. EMC will receive and approve the HUD1 Settlement Statement PRIOR to closing. (EMC reserves the right to refuse the sale proceeds if the HUD1 Settlement Statement is not received and/or approved.)
4. Positive escrow balance, insurance, or tax refunds, if any, will not be refunded. These funds will be applied toward any remaining debt balance(s).

If the aforementioned funds are not received in this office on or before 11/12/2008, this agreement is null and void. Upon receipt of \$329,291.62 in certified funds, EMC will execute a full Satisfaction and Release of Mortgage and, if applicable, foreclosure activity will cease.





Page 2
[REDACTED]

Notice: Except as stated above, all provisions of the Note and Security Instrument shall remain in full force and effect. Upon breach of any provision, this confirmation is terminated. This transaction may have implications on your federal tax liability. You should consult the IRS or your tax accountant for additional information.

Sincerely,

NOTICE: EMC is attempting to collect a debt and any information obtained will be used for that purpose.

ENO79-r041909/SAM

May 08, 2009

Re: EMC Loan Number: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Re: Property Address: [REDACTED] Woody Hills Dr
El Cajon CA 92019

Dear [REDACTED] :

This letter confirms that EMC Mortgage Corporation (EMC) agrees to accept a discounted payoff on the above referenced loan. The conditions for EMC's acceptance of this discounted payoff are:

1. The sales price/loan amount will be \$359,000.00 with net proceeds to EMC Mortgage Corporation to be no less than \$305,331.72. The mortgagor/seller will execute an unsecured note in the amount of \$0.00, payable to 0.00, in addition to the net sale proceeds.
2. Seller and/or Buyer are not to receive any proceeds from the sale of the subject property. Any proceeds, refunds and/or overages must be remitted to EMC.
3. Positive escrow balance will not be refunded. These funds will be applied toward any remaining debt balance(s).
4. The realtor(s) commission cannot exceed 5.50 percent of sale price and the amount should not exceed \$19,745.00.
5. EMC will receive and approve the HUD1 Settlement Statement within 24 Hours PRIOR to closing. (EMC reserves the right to refuse the sale proceeds if the HUD1 Settlement Statement is not received and/or approved.)
6. The second lien holder 0.00 is to receive an amount no greater than \$0.00.

Should the selling price or any of the terms and conditions contained in this letter change without prior written approval, this approval will be canceled without further notice.

1. Should the title to the property be transferred in whole or in part prior to closing and disbursement of funds, this approval will be canceled without further notice.
2. Should there be a substitution of seller David W Kistler or buyer Lindsey Danner prior to the close of this escrow; the approval will be null and void.

Page 2
[REDACTED]

3. If a bankruptcy is filed prior to the closing and disbursement of funds, the terms and conditions of this letter will become null and void.
4. EMC requires full disclosure of all details of this HUD1. If EMC finds full disclosure was not made at any time prior to the receipt and acceptance of the Final HUD1 and payoff funds, the approval becomes null and void.

If the aforementioned funds are not received in this office on or before 05/29/09, or the amount received is less than \$305,831.72, or available (certified) funds, the approval to accept a discounted payoff will terminate and be of no force and effect.

Once all conditions set forth have been met, EMC will execute a full Satisfaction and Release of Mortgage and, if applicable, foreclosure activity will cease.

Note: Except as stated above, all provisions of the Note and Security Instrument shall remain in full force and effect. Upon breach of any provision, this confirmation is terminated. This transaction may have implications on your federal tax liability. You should consult the IRS or your tax accountant for additional information.

Sincerely,

NOTICE: EMC is attempting to collect a debt and any information obtained will be used for that purpose.



Wells Fargo Home Mortgage
MAC X7801-018
3476 Stateview Blvd
Fort Mill, SC 29715

September 03, 2009



Dear [Redacted]

Client 708

RE: Demand Statement for Loan [Redacted]
Projected Settlement Date 10/15/09
Property Address [Redacted] Park Boulevard [Redacted]
San Diego CA 92103

Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 07/10/09 between [Redacted] And, the seller(s), and [Redacted] And, the buyer(s), for a purchase price of \$ 389,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

- 1. The required minimum payoff is \$ 359,811.55, scheduled for settlement on or before 10/15/09. Your contribution and settlement costs allocated for this transaction are:

Mortgagor contribution:
Cash at Closing: \$0.00
Promissory Note: \$0.00
Real Estate Commission: \$23,340.00
Approved Seller Closing Costs:
Settlement 934.00
Doc 150.00
Title 1,576.00
Pad 300.00
Courier 40.00
Tax 427.90
NHD 123.00
HOA 850.00
Tax 2,966.92

[Redacted] / 9/4/09
Seller Date

LC100 Wells Fargo Home Mortgage
Is a Division of Wells Fargo Bank, N.A.



Wells Fargo Home Mortgage
MAC X7801-018
3476 Stateview Blvd
Fort Mill, SC 29715

Page 2

RE: Loan Number [REDACTED]

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.
5. The Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to:

Wells Fargo Home Mortgage
Borrower Counseling Services
3480 Stateview Blvd., MAC X7802-03H
Fort Mill SC 29715

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Shawn Morgan
Negotiator
Prime Liquidation
Enclosure

LC100/7HI/pg.2

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

9/4/09
[REDACTED]
Seller took