

**Indymac Mortgage Services**  
**a division of OneWest Bank**  
2900 Esperanza Crossing  
Austin, TX 78758

12/22/2011

[REDACTED]  
[REDACTED]

Loan No.: [REDACTED]  
2nd Loan No.: [REDACTED]  
Property: [REDACTED]

## **OWB Loss Mitigation Short Sale Approval**

Buyer Name: [REDACTED]

Dear Borrower(s):

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

1. This approval is contingent upon Indymac Mortgage Services receiving proof of escrow/settlement opened in accordance with the attached Settlement Confirmation form. **This form must be completed and emailed to OWBClosings@ServiceLinkFNF.com.** This approval will be rescinded if the confirmation is not received by 1/1/2012.
2. **Closing agent must remit final HUD-1 to the Closing Department 48-hours prior to closing for for final approval.** Please EMAIL a copy of the HUD-1 to [OWBClosings@ServiceLinkFNF.com](mailto:OWBClosings@ServiceLinkFNF.com) and [james.lewis@servicelinkfnf.com](mailto:james.lewis@servicelinkfnf.com); reference the Seller's last name, IndyMac Loan Number and "FINAL HUD-1 APPROVAL NEEDED" in the subject line.
3. Gross contract sales price: \$255,000.00
4. Close of escrow to be on or before 1/27/2012.
5. Minimum net sales proceeds to OneWest Bank 1st Lien: \$218,368.57  
**(\*\*FIRST WIRE INSTRUCTIONS BELOW\*\*)**
6. Maximum to 2nd lien holder One West Bank : \$3,263.10  
**Short sale approval is conditional upon receipt of approval and acceptance by the 2nd lien holder / servicer. If there is NO 2nd lien, any proceeds indicated to the 2nd lien holder will be added to IndyMac Mortgage Services net proceeds.**
7. Maximum commissions to agent: 5.00% or \$12,750.00
8. Maximum closing: \$10,968.33
9. **Maximum amount paid towards buyer's Closing Costs (Concessions): \$7,650.00**
10. Borrower (Seller) agrees that third party short sale management fees of \$2,000.00  
**(\*\*SECOND WIRE INSTRUCTIONS BELOW\*\*)** shall be allocated to Borrower (Seller) and shall appear as a Seller charge on the Form HUD-1 Settlement Statement. Such Fee disclosed on the HUD-1 as ServiceLink Management Fee (Other Fees HUD section 1300) to ServiceLink in the amount of \$2,000.00.  
**HUD-1 must be presented to ServiceLink for review and approval 48 hours prior to closing by emailing OWBClosings@Servicelinkfnf.com.**
11. **CLOSING COSTS and CONCESSIONS MUST EXCLUDE: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAD, PEST INSPECTIONS AND HOME WARRANTIES.** Parties other than Indymac Mortgage Services must absorb (pay) any additional unapproved closing costs.
12. Borrower (Seller) to receive no funds or cash from this transaction.

13. **Additional Conditions (not defined above):**  
Closing costs: \$3,739.33 taxes/ 1500 settlement/ 1185 title insurance/ 4544 county stamp tax / total closing costs \$10,968.33
14. The borrower must sign the attached acknowledgement to all terms specified in this approval.
15. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
16. 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.
17. A COPY OF THE FINAL SIGNED ACKNOWLEDGMENT, PURCHASER ELIGIBILITY CERTIFICATION (PEC), CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE EMAILED TO THE FOLLOWING REPRESENTATIVES WITHIN 24 HOURS OF CLOSING:  
**SERVICELINK CLOSING DEPARTMENT**  
**OWBClosings@ServiceLinkFNF.com**
18. Instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow.
19. **\*ALL PROCEEDS MUST BE WIRED.\*** If there are multiple OWB loans (i.e. internal 2nd), send separate short sale proceed wires for each loan to Indymac Mortgage Services.
20. **\*\* FIRST WIRE - Wire Indymac Mortgage Services' SHORT-SALE PROCEEDS to**  
Bank Name: Wells Fargo Bank  
Account Name: Indy Mac Property Liquidation  
Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104  
Routing: [REDACTED]  
Account: [REDACTED]  
**RE: IndyMac SPO Loan # [REDACTED]**
- \*\* SECOND WIRE - Wire Third Party Management fee to Servicelink as indicated below and be sure to include the loan number and title company name with all transmittals:**  
Bank Name: Wells Fargo Bank  
Account Name: FNF Servicing Loss Mitigation General Account  
Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104  
Routing: [REDACTED]  
Account: [REDACTED]  
**RE: Servicelink: OWB Loan #: [REDACTED]**
21. 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 property/borrower(s) will be released from this lien. OWB will report a Special Comment Code of "AU: Account paid in full for less than the full balance" to the credit repositories for both the 1st and 2nd loans referenced on this Approval Letter. Please note, however, that credit bureau reports may also show the current delinquency status up to "180+ days delinquent" which will also be included in the file that will be reported to the repositories.

Respectfully,

[REDACTED]  
Short Sale Department  
Enclosure(s): Acknowledgement  
Settlement Confirmation  
Purchaser Eligibility Certificate

**This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.**



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**ACKNOWLEDGMENT**

**Re:**  
**Borrower:** [Redacted]  
**Loan No(s):** [Redacted]  
**Property:** [Redacted]

Dear Borrower(s):

By signing this Acknowledgment, I certify under penalty of perjury that I have read and understand the entire document, agree to be governed by all of the terms contained herein, and that the information I provided to Indymac Mortgage Services is true, correct, and complete. I further attest that any intentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary damages, to any person who may suffer any loss due to the reliance upon any misrepresentation that I have made in this document, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.

Borrower(s) signature  
\_\_\_\_\_  
[Redacted]

Date:  
\_\_\_\_\_

Sincerely,

[Redacted]  
Short Sale Department  
[OWBClosings@ServiceLinkFNF.com](mailto:OWBClosings@ServiceLinkFNF.com)

**ADDITIONAL INSTRUCTIONS: THIS DOCUMENT MUST BE EXECUTED AND DATED BY ALL RESPONSIBLE PARTIES; A FULLY EXECUTED AND DATED COPY MUST BE RECEIVED BY YOUR LOSS MITIGATION SPECIALIST AND CLOSER AT INDYMAC MORTGAGE SERVICES ALONG WITH THE FINAL, CERTIFIED HUD-1 AND WIRE CONFIRMATION AFTER CLOSE OF ESCROW.**

**Confirmation of Establishment of Escrow**

This form must be completed in its entirety and received by Indymac Mortgage Services on or before 1/1/2012, or the lender's approval for this short payoff will be withdrawn.

Account Reference Information:

Loan#: [REDACTED]  
Borrower Name: [REDACTED]  
Property Address: [REDACTED]  
SEATTLE, WA 98133

The below confirmation must be completed by the designated settlement agent and faxed/emailed to ServiceLink Closing Department at [OWBClosings@ServiceLinkFNF.com](mailto:OWBClosings@ServiceLinkFNF.com) on or before 1/1/2012.

This is to confirm that an escrow/settlement transaction has been opened by \_\_\_\_\_ (company name) and on \_\_\_\_\_ (date of escrow/settlement) engaged services on the behalf of the above named seller and transaction.

Escrow/reference number: \_\_\_\_\_

Scheduled Settlement date: \_\_\_\_\_

**Settlement Agent Contact Information**

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

By:

\_\_\_\_\_  
Settlement Agent Name

\_\_\_\_\_  
Date

Seller / Borrower Name: [REDACTED]

Loan Number(s): [REDACTED]

### Purchase Eligibility Affidavit

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] SEATTLE, WA 98133 ("Mortgaged Premises") will be sold by Seller(s) to Buyer(s).

OneWest Bank, FSB ("Servicer") services the above referenced loan secured by a deed of trust or a mortgage to the Mortgaged Premises. In order to complete the sale of the Mortgaged Premises, Seller(s) and Buyer(s) have jointly asked Servicer to discount the total amount owed on the loan. Servicer, in consideration of the representations made below by Seller(s), Buyer(s), and their respective agents, has agreed to review the short sale offer on the express condition that Seller(s), Buyer(s), and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represent, affirm, and state, under penalty of perjury that:

1. The purchase and sale transaction reflected in the Agreement is an "arm's length transaction", meaning that the transaction is between parties who are independent of one another, and unrelated and unaffiliated by family, marriage or commercial enterprise, other than the purchase and sale of the Mortgaged Premises between the Buyer(s) and the Seller(s) that is the specific subject of the proposed short sale as disclosed to the Servicer.
2. There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer.
3. There are no agreements, understandings or contracts between the parties that the Seller will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Seller is permitted to remain as a tenant on the Mortgaged Premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation.
4. Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Mortgaged Premises.
5. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as reflected in the final closing statement which shall be provided to Servicer for approval prior to the close of escrow.
6. Neither the Buyer(s) and/or Seller(s) nor any parties related to or affiliated with the Buyer(s) and/or Seller(s) may act as the buying or listing/selling agent in the transaction.
7. Each signatory understands, agrees, and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises.
8. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil and/or criminal liability, and declares under penalty of perjury under the laws of the State that all statements made in this Affidavit are true and correct.
9. Each signatory agrees to indemnify the Servicer and Investor for any and all loss resulting from any negligent or intentional misrepresentation made in this Affidavit, including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage.
10. The Certification will survive the closing of the transaction.
11. The Buyer(s) must agree to not sell the home within 120 calendar days of the sale date.
12. Any known violation of the arm's length transaction requirements above may be a violation of federal law.



**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.**

**Note: Each party's signature in this Affidavit must be notarized by a Notary Public.**

\_\_\_\_\_  
Seller 1

\_\_\_\_\_  
Seller 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

State of \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_

On \_\_\_\_\_

before me, \_\_\_\_\_  
(insert name and title of the officer)

before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared

personally appeared

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

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

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WITNESS my hand and official seal.

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

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

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On \_\_\_\_\_

before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

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



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State of \_\_\_\_\_

County of \_\_\_\_\_

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State of \_\_\_\_\_

County of \_\_\_\_\_

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