

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

December 8, 2011

**OWB Loss Mitigation  
Short Sale Approval**

Loan No.: [REDACTED]

2<sup>nd</sup> Loan No.: [REDACTED]

Property: [REDACTED]

Buyer's 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 [owbgseclosings@servicelinkfnf.com](mailto:owbgseclosings@servicelinkfnf.com)**. This approval will be rescinded if the confirmation is not received by **December 14, 2011**
2. **Closing agent must remit final HUD1 to ServiceLink 48-hours prior to closing for final approval.** Please EMAIL a copy of the HUD-1 to [owbgseclosings@servicelinkfnf.com](mailto:owbgseclosings@servicelinkfnf.com) and reference the Seller's last name, IndyMac Loan Number, and "FINAL HUD-1 APPROVAL NEEDED" in the subject line.
3. Gross contract sales price: **\$175,000.00.**
4. Close of escrow to be on or before **December 15, 2011**
5. Minimum net sales proceeds to OneWest Bank 1<sup>st</sup> Lien: **\$153,248.82.**
6. Maximum to 2<sup>nd</sup> lien holder **\$0.00. Short sale approval is conditional upon receipt of approval and acceptance by the 2<sup>nd</sup> lien holder / servicer. If there is NO 2<sup>nd</sup> lien, any proceeds indicated to the 2<sup>nd</sup> lien holder will be added to IndyMac Mortgage Services net proceeds.**
7. Maximum commissions to agent: **6% or \$10,500.00.**
8. Maximum closing: **\$6,001.18**
9. **Maximum amount paid towards buyer's Closing Costs (Concessions): \$5,250.00.**
10. **EXCLUDED CLOSING COSTS and CONCESSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: 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) and additional unapproved closing costs.
11. Borrower (Seller) to receive no funds or cash from this transaction.
12. **Additional Conditions (not defined above):**  
The borrower must execute a \$24,000 prom note to PMI the original executed promissory note must be received in our office at 17300 W 119th St Olathe KS 66061 prior to HUD approval being given

[REDACTED]

- 13. 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.
- 14. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
- 15. 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.
- 16. 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 WITHIN 24 HOURS OF CLOSING:  
[owbgseclosings@servicelinkfnf.com](mailto:owbgseclosings@servicelinkfnf.com)
- 17. Instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow.
- 18. \*ALL PROCEEDS MUST BE WIRED. \*
- 19. **Send separate wires for each loan if there are multiple loans to Indymac Mortgage Services.**
- 20. Wire Indymac Mortgage Services' short-sale proceeds to:

Wells Fargo Bank  
 101 NORTH PHILLIPS AVENUE  
 SIOUX FALLS, SD. 57104  
 ABA # [REDACTED]  
 Credit to Account: Indy Mac Property Liquidation  
 Clearing Account  
 Account #: [REDACTED]  
**RE: Indymac SPO Loan # [REDACTED]**

**IF MORE THAN ONE LOAN, SEPARATE WIRES MUST BE SENT FOR EACH**

- 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 1<sup>st</sup> and 2<sup>nd</sup> 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 Specialist  
ServiceLink

[REDACTED]@servicelinkfnf.com

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.**

**Indymac Mortgage Services**  
**a division of OneWest Bank**  
2900 Esperanza Crossing  
4<sup>th</sup> Floor  
Austin, TX 78758

**ACKNOWLEDGMENT**

**Re: Borrower:** [Redacted]  
**Loan No.:** [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

Date:

\_\_\_\_\_  
[Redacted]

\_\_\_\_\_

\_\_\_\_\_  
[Redacted]

\_\_\_\_\_

Sincerely,

ServiceLink

[Redacted]  
Short Sale Specialist  
ServiceLink  
[Redacted]@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 NEGOTIATOR AND CLOSER AT INDYMAC MORTGAGE SERVICES ALONG WITH THE FINAL, CERTIFIED HUD1 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 **December 14, 2011** or the lender's approval for this short payoff will be withdrawn.

Account Reference Information:

Loan#: [REDACTED]

Borrower Name: [REDACTED]

Property Address: [REDACTED]  
**FEDERAL WAY, WA 98023**

The below confirmation must be completed by the designated settlement agent and emailed to [owbgseclosings@servicelinkfnf.com](mailto:owbgseclosings@servicelinkfnf.com) on or before **December 14, 2011**

This is to confirm that an escrow/settlement transaction has been opened by \_\_\_\_\_  
\_\_\_\_\_ (company name) and on \_\_\_\_\_ (date of escrow/settlement ) engaged  
services on 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]

### Purchaser 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] FEDERAL WAY, WA 98023 "Mortgage 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 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 a 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 Mortgage 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 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**

\_\_\_\_\_  
**Date**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**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.

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.

WITNESS my hand and official seal.

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

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

**Purchase Eligibility Affidavit**

\_\_\_\_\_  
**Buyer 1 (signature)**

\_\_\_\_\_  
**Buyer 2 (signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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

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

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

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

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

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

On \_\_\_\_\_

On \_\_\_\_\_

before me, \_\_\_\_\_  
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before me, \_\_\_\_\_  
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personally appeared

personally appeared

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WITNESS my hand and official seal.

WITNESS my hand and official seal.

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

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

Purchase Eligibility Affidavit - **continued**

**Purchase Eligibility Affidavit**

\_\_\_\_\_  
**Seller's Agent (signature)**

\_\_\_\_\_  
**Buyer's Agent (signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Company**

\_\_\_\_\_  
**Print Name and Company**

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

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

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

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

On \_\_\_\_\_

On \_\_\_\_\_

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WITNESS my hand and official seal.

WITNESS my hand and official seal.

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

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

Purchase Eligibility Affidavit - **continued**

**Purchase Eligibility Affidavit**

\_\_\_\_\_  
**Escrow Closing Agent (signature)**

\_\_\_\_\_  
**Transaction Facilitator (signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Company**

\_\_\_\_\_  
**Print Name and Company**

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

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

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

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

On \_\_\_\_\_

On \_\_\_\_\_

before me, \_\_\_\_\_  
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