

Loan Administration
Loss Mitigation Department

[REDACTED]

[REDACTED]

SENIOR LOSS MITIGATION SPECIALIST
LOAN ADMINISTRATION
214-441-[REDACTED] PHONE & FAX

To: [REDACTED]

Fax # 888.860.1314

From: [REDACTED]

Date: 02/09/2012

Regarding: [REDACTED]

of Pages Including Cover Sheet 7

Comments: Short sale is approved to close by 03/23/12 under following terms of the approval letter. Any changes or extensions are subject to short sale denial without lender approval. Also, if the seller's name is shown as a LLC on the HUD-1 the short sale will be denied. **Any additional fees that were not approved on the date listed above will not be covered by Loan Administration and become the sole responsibility of agents, the buyer or the seller to pay at closing. Please follow the instructions of the approval letter. Also the ARMS LENGTH TRANSACTION LETTER is due at time of approval of final HUD Thanks.**

If the loan doesn't close on the date shown above the process will start over from the beginning. This does not guarantee the foreclosure sale will be stopped to review the file. Please fax updated information including a hud-1, contract, financial statement, and hardship letter.

Thank you,

[REDACTED]

IMPORTANT NOTICE

"THE ENTIRE REMAINING UNPAID PORTION OF THE NOTE BALANCE WILL BE REPORTED TO IRS AS INCOME TO THE ABOVE BORROWER AND THEY WILL RECEIVE FORM 1099C. THEREFORE, UPON RECEIPT OF NET PROCEEDS, PRELIMTITLE REPORT, ESCROW ASSIGNMENT AND COPY OF FINAL SETTLEMENT WE AGREE NOT TO SEEK DEFICIENCY JUDGMENT."

**Loan Administration
Loss Mitigation Department**

February 9, 2012

Loan#: [REDACTED]

Seller: [REDACTED]

Property: [REDACTED]

The purpose of this letter is to inform you that we will accept less than the total amount due.

The terms of the approval are as follows:

Buyers Name:	[REDACTED]	
Sale Price	\$ 136,000.00	AS IS
6% Commission	\$ 8,160.00	
Closing Costs	\$ 12,199.23	attached breakdown / Page 4)
Cash Contribution	\$ 5,000.00	
TOTAL PROCEEDS	\$ 120,640.77	

If this loan cannot close on or before **03/23/2012** payoff amount is subject to change and you will need to obtain updated figures. **The final HUD-1 should be Faxed for approval at least 48 hours prior to closing. Please be advised that this approval letter applies only to the loan number listed above and does not imply approval for any other liens against the property. Please be advised that a 1099C will be filed with the IRS in regards to this transaction.**

Please note that the seller must net \$0.00 at closing. Any overage in the above figure must be included in the net proceeds.

The escrow funds and/or unearned premiums for insurance and/or taxes will be used towards the payoff on this loan. The seller(s) must execute the attached escrow assignment authorizing the use of all refunds.

Wiring instructions will be given upon approval of final HUD-1.

Payoff funds will be rejected if we do not receive the following items faxed to me within 24 hours of closing At 214.441.6032.

- 1. Executed/Final Settlement Statement**
- 2. Confirmation of the Wire**
- 3. Executed Escrow Assignment (attached)**
- 4. Preliminary Title for Releasing Lien (if applicable)**
- 5. Executed Promissory Note (if applicable)**
- 6. 2nd lien holder approval letter (if applicable)**

If clarification of anything in this letter is needed, please call me at 1-800-361-7000 or [REDACTED]

Sincerely,

[REDACTED]
Senior loss mitigation Specialist

**Loan Administration
Loss Mitigation Department**



**Loan#:
Seller:
Property:**



ASSIGNMENT OF ESCROW FUNDS

This is to certify that (I) we hereby release any claim (I) we may have to any escrow account or earned interest on the escrow account associated with the above described loan. Said escrow account is to become the property of this office for the guarantor/investor.

If (I) we receive refunds from any insurance company and/or taxing authority, (I) we agree to endorse the check(s) and mail them to First Horizon Home Loans P.O. Box 630143, Irving, TX 75063 or 4000 Horizon Way, Irving, TX 75063 to Attn: Dept #6207

Seller Date

FORWARDING ADDRESS & PHONE NUMBER

Seller Date

FORWARDING ADDRESS & PHONE NUMBER

**FORWARDING ADDRESS IS REQUIRED TO PROVIDE A COPY TO
THE BORROWER (S) WHEN REPORTING TO THE IRS AT YEAR END**

**Loan Administration
Loss Mitigation Department
4000 Horizon Way #6207
Irving TX 75063**

Loan#: [REDACTED]
Seller: [REDACTED]
Property: [REDACTED] SEATTLE WA 98109

Breakdown Closing

Costs:

buyer closing	\$	3,000.00
2nd lien	\$	2,400.00
county taxes	\$	1,057.32
hoa transfer	\$	321.11
settlement	\$	850.00
doc prep	\$	150.00
attorney fee	\$	1,195.00
title insurance	\$	600.00
stamps	\$	2,425.80
utility bill	\$	200.00
Total Closing	\$	<u>12,199.23</u>

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

The parties identified below as the "Seller(s)" and "Buyer(s)", have entered into a contract (the "Agreement") for the sale of the real property located at [REDACTED] Seattle WA 98109 (the "Property") by Seller(s) to Buyer(s).

MetLife Home Loans ("Servicer") is the Servicer of the mortgage loan (the "Loan") secured by the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Servicer to accept, as the payoff on the loan, an amount less than the amount that Seller currently owes on the Loan (a "Short Sale").

Servicer's agreement to allow the Short Sale is based on the representations made below by the Seller(s), the Buyer(s), and their respective agents (including without limitation, real estate agents, escrow agents, and title agents).

Seller(s), the Buyer(s), and their respective agents (including without limitation, real estate agents, escrow agents, and title agents) each affirms that:

1. The Agreement reflects an "Arm's Length Transaction", meaning this transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sales price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principals(s).
2. No Buyer or agent of Buyer(s) is a family member or business associate of the Seller(s) or the Borrower(s) or the Mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the Borrower(s) or the Mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents, which are not reflected in the Agreement.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents who allow the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the closing of this sale transaction.

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6. The Seller(s) shall not receive any proceeds from or related to the sale of the Property, whether a part of the sales price, a part of the real estate commission or any other payment from any party, other than an amount paid to the Seller by the Servicer for relocation expenses.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final closing statement which shall be provided to the Lender for approval prior to the closing of the sale.
8. Buyer(s) agree not to sell the Property within 90 days after the closing of the sale of the Property from Seller(s) to Buyer(s).
9. Each person signing this Affidavit understands that Lender is relying upon the representations made in this Affidavit as consideration for accepting the Short Sale of the Property.
10. Each person signing this Affidavit understands that any misrepresentation made by him or her in the Affidavit may subject him or her to civil and criminal liability.

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I/We declare under penalty of perjury under the laws of the State of WA that all statements made in this Affidavit are true and correct.

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.

Seller	_____	Print Name	_____
	Date		
Seller	_____	Print Name	_____
	Date		
Buyer	_____	Print Name	_____
	Date		
Buyer	_____	Print Name	_____
	Date		
Seller's Agent	_____	Print Name	_____
	Date		
Buyer's Agent	_____	Print Name	_____
	Date		
Escrow Agent	_____	Print Name	_____
	Date		

Note that for this to be an Affidavit, a jurat must be added and notary signature is required-add "This instrument was subscribed and sworn to before the undersigned notary by _____ (names) on _____ (date)" and the notary block. If you do not want to require a notary, call the document a Certificate and change the term in the text from Affidavit to Certificate.