

Chase  
Po Box 469030  
Glendale, CO 80246



March 05, 2012

[REDACTED]

**Short sale terms and conditions**

Account: [REDACTED]  
Borrower(s): [REDACTED] (the "Seller")

Property Address: [REDACTED]

Dear [REDACTED]

We have agreed to your request for a short sale, and we will accept a minimum of \$402,512.25 to release the lien and waive the deficiency balance on the loan above. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 04/20/2012, after which this offer becomes null and void.

Any excess money at closing will be paid to us. The real estate broker will receive \$27,000.00 as commission. As the Seller(s), you will not receive any proceeds from this transaction.

This acceptance is only for the contract sale price of \$450,000.00 between [REDACTED] and the Seller.

You must fax a Preliminary HUD-1 Settlement Statement to us at 866-837-2043 **at least 48 hours before the closing date.**

**Within 24 hours after closing, please fax us a copy of the following signed and executed documents to the fax number below.**

- **Certified HUD-1 Settlement Statement**
- **Affidavit of Arm's Length Transaction (enclosed)**
- **Acknowledgment of borrower(s) form (enclosed)**
- **Copy of wire transfer confirmation or certified funds check/escrow check**

Fax: 866-837-2043

**We will release the lien(s) after we review these completed documents and receive certified funds.**

**To accept this offer**, please send payment by wire transfer or overnight mail to the address provided below. Please include your name and account number. **Please call us on the day of closing to give us the details about the payment delivery.**

Wire: JP Morgan Chase Bank, N.A.

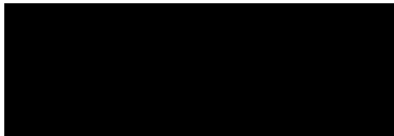
ABA # [REDACTED]  
Account # [REDACTED]  
Account Name: CHF Subprime Payoff Account  
Customer Loan Number: [REDACTED]

Overnight Mail: Chase  
Attention: Short Sale Department

We will report the completion of this transaction to various consumer reporting agencies. Your credit rating may go down. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for more information.

If you have any questions, call us at the telephone number listed below.

Sincerely,



Chase  
888-369-2301 ext [REDACTED]  
866-837-2043 Fax  
800-582-0542 TDD / Text Telephone  
www.chase.com

Enclosures

- Affidavit of Arm's Length Transaction
- Acknowledgement of borrower(s) form

**We are a debt collector.**

**If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.**

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.**

LM506

## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] 0 (the "Property") will be sold by the Seller to the Buyer.

Chase Bank (the "Lender") owns or is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Lender, in consideration for the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$402,512.25 to resolve its loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The sale of the Property is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise.
2. There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Lender.
3. There are no agreements, understandings or contracts between the parties that the Seller(s) will remain in the Property as a tenant or later obtain title or ownership of the Property, except to the extent that the Seller(s) is permitted to remain as a tenant on the Property 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 commission from the sale of the Property. The Seller(s) may receive a payment if it is offered by the Lender and reflected on the HUD-1 Settlement Statement.
5. All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and will be reflected on the HUD-1 Settlement Statement.
6. The Buyer acknowledges that he/she is not an employee of JPMorgan Chase Bank, N.A., or an employee of any JPMorgan Chase Bank, N.A.'s affiliates, including those associates on assignment through a provider of temporary employment (collectively, an "Employee").
7. Each signatory understands, agrees and intends that the Lender is relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Property and agreement to the sale of the Property.
8. A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Lender for any and all loss resulting for the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Property.
9. Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability.
10. The certification will survive the closing of the transaction.

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

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.

**Buyer 1**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Buyer 3**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Seller 1**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Buyer 2**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Buyer 4**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Buyer's Agent**

**Seller's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

As a reminder, the signed Affidavit of Arm's Length Transaction must be sent at closing to the address provided below.

Overnight/Regular: Chase Fulfillment Center  
710 South Ash Street, Suite 200  
Glendale, CO 80246-1989

BORROWER CONTACT INFORMATION UPDATE FORM

Account: [REDACTED]  
Borrower(s): [REDACTED]  
Property Address: [REDACTED]  
North Bend, WA 98045-0000

Name of Borrower(s) Requesting Update \_\_\_\_\_

Borrower's New Address \_\_\_\_\_

Borrower's New Home Phone Number \_\_\_\_\_

Borrower's New Work Phone Number \_\_\_\_\_

BY SIGNING BELOW,

The borrower(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the borrower's mailing address and phone number.

Borrower 1 \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Borrower 2 \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this completed form by fax to 866-837-2043.

## Fax Cover Sheet

To: JPMorgan Chase Bank, N.A.  
Attention Short Sale

Fax Number: 866-837-2043

From: MORTGAGOR NAME:

Date:

PROPERTY ADDRESS:

North Bend, WA 98045-0000

LOAN NUMBER:

Re: **Final Short Sale Closing Documents** Pages:

### **Faxing Instructions:**

- Include this cover sheet as the first page in your fax package to ensure proper handling and receipt of your documents.
- To avoid duplicate documents, **do not** send copies of your documents in the mail after you send your fax.
- Keep a copy of your fax confirmation sheet or other proof of the date and time you sent your fax.

### **Final closing documents:**

- Final (or Certified Copy) Signed HUD-1 Settlement Statement by Seller/Buyer.
- Executed Copy of the Arm's Length Affidavit.
- Copy of wire transfer confirmation or certified funds check/escrow check.
- Recorded Copy of Power of Attorney, if applicable
- Borrower Contact Information Update Form

## Fax Cover Sheet

To: [REDACTED] Fax Number: 888-860-1314  
From: [REDACTED] Date: 3/5/2012  
Re: JPMorgan Chase Bank, N.A. Pages: 8  
Short Sale Approval

### Faxing Instructions:

**Reminder: Preliminary HUD documents for final approval must be sent no less than 48 hours before closing.**

Another Fax Cover Sheet is included for use when returning the following required final closing documents. **Final closing documents are required to be forwarded to us within 24 hours of closing.**

- Original Final (or Certified Copy) Signed HUD-1 Settlement Statement by Seller/Buyer.
- Executed Copy of the Arm's Length Affidavit.
- Copy of wire transfer confirmation or certified funds check/escrow check.
- Recorded Copy of Power of Attorney, if applicable
- Borrower Contact Information Update Form

**If the final closing documents are not received within the required timeline, we will not be able to complete the short sale. This will delay the processing and discharge of the mortgage until all of the requirements are met.**