



04/26/2012

Account #: [Redacted]

Re: [Redacted]

Subject: CLOSING INSTRUCTIONS / SHORT SALE AGREEMENT

To Whom It May Concern:

This letter is to confirm HSBC Mortgage Services has approved the Short Sale request on the above referenced account number .

Upon completion of all terms under this agreement, HSBC Mortgage Services agrees to release the lien on the above listed property for a minimum payment amount of \$2,500.00. Please remit this payment in CERTIFIED FUNDS ONLY with the final HUD-1 Statement and this agreement to the address listed below. If wiring the payment, please fax the original documents as specified in the prior sentence to the fax number listed below. Any surplus funds from the close of the sale shall be paid directly to HSBC Mortgage Services. This agreement is contingent upon a sales price in the amount of \$195,000.00. In addition, the real estate commission shall not exceed 6%. Junior lien holders shall not receive any amount in excess of \$0.

HSBC



Wire

Bank Account

Please note this agreement is conditioned on HSBC Mortgage Services receipt of the proceeds listed above by 06/01/2012. If there is a delay in the closing and/or disbursement of the proceeds this agreement may become null and void.

Our Customer(s) (Seller(s)) must acknowledge their agreement to the terms outlined in this letter by their signatures at the bottom of this letter. This letter must accompany the settlement proceeds check and net settlement worksheet. Failure to do so may result in a delay of any release of the lien and/or voiding of this offer. **Please note that if we do not receive the final HUD-1 statement within five (5) business days from the date of the closing, we may reverse the Short Sale and refund the funds.**

Our Customer(s) agrees that upon the posting of the agreed upon Short Sale amount, the remaining loan balance, if any, will be charged off and no additional payment will be required. Please note a \$0.00 balance will appear on the Customer's file with the credit bureau as "Account legally paid in full for less than the full balance."

Special Notes/Conditions:

In the event the property should go through foreclosure sale prior to the end of the offer period, this agreement will become null and void. There may be a tax liability associated with this transaction; please have Seller(s) consult with a tax advisor for more information.

If you have questions, please contact us at 1-877-675-4722 during normal business hours.

Sincerely,

HSBC Mortgage Services

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.*

*PLEASE NOTE THIS STATEMENT DOES NOT APPLY TO YOU IF YOU FILED A BANKRUPTCY PETITION AND RECEIVED A DISCHARGE OF YOUR PERSONAL LIABILITY FOR THE OBLIGATION IDENTIFIED IN THIS LETTER, OR THERE IS AN AUTOMATIC STAY CURRENTLY IN EFFECT. IN EITHER CASE WE MAY NOT AND DO NOT INTEND TO PURSUE COLLECTION OF THE OBLIGATION FROM YOU PERSONALLY AND THIS LETTER IS NOT INTENDED AS A DEMAND FROM YOU PERSONALLY. UNLESS THE BANKRUPTCY COURT HAS ORDERED OTHERWISE, HOWEVER, PLEASE ALSO NOTE THAT DESPITE ANY SUCH BANKRUPTCY, HSBC MORTGAGE SERVICES RETAINS A SECURITY INTEREST IN THE PROPERTY IDENTIFIED IN THIS LETTER, WHICH HSBC MORTGAGE SERVICES MAY PURSUE AND ENFORCE.

Esta carta contiene información importante sobre su cuenta y podría requerir su atención. Si tiene alguna pregunta y desea hablar en Español con un empleado, sírvase comunicarse con nosotros al 1-877-675-4722, marque el número 2, durante nuestras horas de oficina normales.

I acknowledge by my signature below, that I have read, understand, and agree to the terms of this letter.

Date

Date

Notary Public Signature Seal License Expires _____
On this _____ day of _____ in the year 20____, the above signed person(s) _____ personally known/provided personal identification of _____ being duly sworn, did execute this forgoing affidavit and did so at her/his free act and deed

Signed in my presence on this _____ day of _____, 20____.

Notary Public Signature