

Correspondence:

Hours of Operation: Mon-Fri, 8 AM - 5 PM or  
Sat, 8 AM - 5:00 PM, CT

Date: April 30, 2012

Loan Number: [Redacted]

Property Address: [Redacted]



Subject: Demand Statement for Loan [Redacted]

Dear [Redacted]

Wells Fargo Home Mortgage approves the sale of the property referenced in the account information box above. This sale will result in a short payoff of the mortgage loan referenced above, and the mortgagor(s) by completing the short sale based on this Demand Statement, acknowledge and waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the seller nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this Demand Statement. In accordance with state and local laws, the Demand Statement may be voided at any time.

When Wells Fargo Home Mortgage receives the required payoff and all required documentation, we will arrange for the mortgage of record to be released. Wells Fargo Home Mortgage will notify the major credit bureau(s) to reflect "account paid in full with less than full balance" which should appear on the credit report within 60-90 days from the date of notification. However, Wells Fargo Home Mortgage is not a credit bureau and cannot control how or when the report will reflect information to other users of credit reports. Compliance with this Demand Statement coupled with release of the mortgage shall waive the bank's right to seek a deficiency under the loan documents or any of its other rights there under, and the obligations evidenced by the note.

**What you need to know about foreclosure**

Even though you have been approved for a short sale, it's important to understand that the foreclosure process may proceed at the same time. Foreclosure may continue and a sale date may be scheduled as you are actively working towards completing the short sale.

Please note, as part of the foreclosure process you may receive notices delivered by mail or see steps being taken to proceed with a foreclosure sale of your home. There isn't much time. So in order to help you, it's critical that you comply with the requirements of the short sale promptly.



Once certified funds are received and approval is final, a document releasing the mortgage will be sent to record this decision. If the property was in foreclosure, that action will stop when the terms of the approval are met.

**Sale approval details**

This approval is based on the purchase contract dated February 27, 2012 between [redacted] the seller(s), and [redacted] the buyer(s), for a purchase price of \$41,000.00 and in a HAFA closing an executed Request for Approval of Short Sale. The terms of our approval and instruction to the Settlement Agent are as follows:

1. The required payoff is \$30,784.00, scheduled for settlement on or before June 29, 2012. Your contribution and settlement costs for this transaction are:

- Mortgagor payment
- Cash at Closing: \$0
- Promissory Note: \$0

Approved Seller Closing Costs: \$ 4,756.00  
 Relocation Assistance to [redacted] \$3,000.00  
 Real Estate Commission: \$ 2,460.00  
 2<sup>nd</sup> Lien Payoff: \$0.00 to N/A  
 3<sup>rd</sup> Lien Payoff: \$0.00 to N/A

Please be advised that any reference to the junior lien holder payoff is contingent upon separate written approval of the transaction by the junior lien holder. Furthermore, if the junior lien holder is affiliated with Wells Fargo Bank, N.A. or any of its subsidiaries, the approval must be obtained separately. This does not constitute approval on behalf of any junior lien holder. In addition, if you have been approved for the Home Affordable Foreclosure Alternatives (HAFA) program, prior to releasing any funds to holders of subordinate liens and/or mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Seller from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.

2. You as the Settlement Agent must contact Wells Fargo Home Mortgage no later than 48 hours before the scheduled settlement date and provide a copy of the final HUD-1 Settlement Statement. The final estimated HUD-1 must comply with the approval terms noted above and must contain complete buyer and seller information including a forwarding address for the seller. In addition, the Settlement Agent must provide the fully executed HUD Closing Worksheet for FHA loans. If settlement is delayed and/or rescinded, Wells Fargo Home Mortgage must be notified immediately to review the request and provide written approval, if granted per investor or mortgage insurance guidelines.

3. Furthermore you as the Seller, for and in consideration of the approval, closing and funding of the short payoff, agree that you will re-execute any documents after closing should any corrections be needed due to any typographical or clerical errors discovered in any or all of the closing documentation required to be executed at the time of settlement.

4. The purchase contract may not be amended without Wells Fargo Home Mortgage prior written approval. Furthermore, the seller acknowledges that the buyer is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this Demand



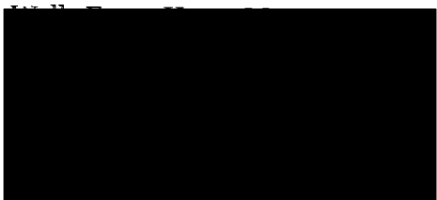
Statement. This transaction may not close if it involves any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.

5. The required payoff funds together with any excess funds must be wired to:

Wells Fargo Bank, N.A.  
Account No.: [REDACTED]  
ABA No.: [REDACTED]  
Special Information for Beneficiary:  
Apply Funds to loan: [REDACTED]  
Mortgagor: [REDACTED]  
From: Sender's Name and phone number  
\* If this information is not provided the wire will be rejected.

6. Settlement Agent and Seller(s) must execute this Demand Statement which shall evidence their understanding and agreement of the conditions and terms under which Wells Fargo Home Mortgage agrees to the short sale and release of mortgage.

7. The Closing Documents including the fully executed Demand Statement, and original executed Promissory Note, if applicable, must be delivered to us prior to the settlement to:



Failure to comply with any of these requirements could result in our refusal to issue a satisfaction, release or conveyance. Once certified funds are received and approval is final, a document releasing the mortgage will be sent to record this decision.

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call me at the phone number below.

Sincerely,

[REDACTED]  
877-371-9962 EXT: [REDACTED]

Acknowledged and Agreed:

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that



purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

Wells Fargo Home Mortgage cannot dispense tax or legal advice. Please consult a tax advisor and/or attorney regarding any consequences associated with a short sale.

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).



# Short Sale Affidavit

As relates to a certain real estate purchase contract dated 02 / 27 / 2012 concerning the following Mortgaged Premises;

Property address: [REDACTED]  
[REDACTED]

under which the existing Lender(s) has agreed to accept less than full payoff of the debt owed in exchange for release of the Mortgaged Premises (a short sale), each of the signatories hereto hereby certify and affirm under penalty of perjury, that to the best of their knowledge and belief;

- (a) The sale of the Mortgaged Premises is an "arm's length" transaction, between the parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) 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;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises, except as allowed by the short sale approval letter (if applicable);
- (d) 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 Lender;
- (e) None of the signatories will receive any proceeds or other remuneration from this transaction except as set forth on the Settlement Statement; and
- (f) None of the signatories have knowledge of any offer to purchase the Mortgaged Premises for a higher purchase price than the purchase price contained in the certain real estate purchase contract referenced above that has not been presented to the Lender(s).

Buyer(s) further certify and affirm under penalty of perjury, that;

- (g) The property will not be sold within 90 days of the closing date of the subject real estate purchase contract;
- (h) The property will not be rented to the Seller after the closing of the subject real estate purchase contract.

Each signatory also understands, agrees and intends that the Lender, any Investor (in particular Freddie Mac if applicable), Insurer or Guarantor, of the subject Mortgage are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises and agrees to indemnify the Lender, any Investor (in particular Freddie Mac, if applicable), Insurer or Guarantor, of the subject Mortgage for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited, to repayment of the amount of the reduced payoff of the Mortgage. Each signatory further understands that a misrepresentation may subject the responsible party to civil and/or criminal liability and agrees that this certification will survive the closing of the transaction.

\_\_\_\_\_  
Seller Date  
[REDACTED]  
Print Name

\_\_\_\_\_  
Seller Date  
[REDACTED]  
Print Name



\_\_\_\_\_  
 Seller's Broker Date  
 [REDACTED] - Professional Realty Serv of WA.  
 Print Name and Company Name

\_\_\_\_\_  
 Buyer's Broker Date  
 [REDACTED] - Keller Williams  
 Print Name and Company Name

\_\_\_\_\_  
 Buyer Date  
 [REDACTED]  
 Print Name

\_\_\_\_\_  
 Buyer Date  
 [REDACTED]  
 Print Name

\_\_\_\_\_  
 Settlement Agent Date  
 [REDACTED] - North Sound Escrow  
 Print Name and Company Name  
 21920 76th Ave W #140, Edmonds, WA 98026  
 Print Company Address

\_\_\_\_\_  
 Transaction Facilitator (if any) Date  
 \_\_\_\_\_  
 Print Name and Company Name  
 \_\_\_\_\_  
 Print Company Address

