

April 5, 2012

[REDACTED]

Property Address: [REDACTED]

Dear [REDACTED]

Please accept this letter as the CitiMortgage, Inc. authorization and acceptance to the settlement and/or short sale on the above referenced account, in the amount of \$4,666.00. This amount is valid through 04/16/12. If the closing date is changed or if full payment is not received prior to 04/17/12, a new settlement approval, equivalent to a 10% increase to the amount may be required.

You are required to meet all the following to receive the mortgage settlement:

- o Make all payments until the sale of the property.
- o Sell the property in "AS IS" condition as repairs cannot be paid from the sale proceeds.
- o Report that no transfers of the property can occur within the first 30 days of closing.
- o Provide the real estate agent a commission that does not exceed \$16,250.00 or 6% of the contract sale price.
- o The approved buyer(s) is/are [REDACTED] and the sales price for the property is \$ 325,000.00. Another buyer cannot be substituted without the prior written approval of CitiMortgage, Inc.
- o An Affidavit of Arm's Length Transaction must be executed before or at the time of closing of the short sale by all Seller(s), Buyer(s), real estate brokers representing any of the parties, and the transaction facilitator facilitating the sale (if any) certifying under penalty of perjury that the short sale 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 Mortgaged Premises that is the specific subject of the short sale.
- o Transfer all proceeds from the sale of the property to CitiMortgage, including all refunds, escrow accounts, insurance claim funds and credits on or before 04/16/12 to:

**wiring instructions**  
**Citibank, N.A.**

[REDACTED]

- o email a copy of the HUD 1 settlement statement and a copy of either the certified funds or the bank wire confirmation slip to [REDACTED] at [REDACTED]@citi.com at the time of closing. Include your name and your mortgage account number: [REDACTED]
- o Present this letter to the property seller at time of closing.

- o CitiMortgage, Inc. reserves the right to rescind and revoke this short sale authorization and acceptance at any time prior to the acceptance and receipt of wired funds and review and receipt of the final HUD 1 settlement statement.
- o If applicable, the HUD-1 must reflect the full relocation incentive ^Relocation incentive amount^ as a credit to the borrower and show authorized transaction costs paid out of such incentive as charges to the borrower.

We look forward to helping you throughout the home sale process. Please call us if you have any questions or concerns.

Sincerely,  
[REDACTED]  
Mortgage Specialist

**Account #:** [REDACTED]  
Please see the reverse side of this letter for important information.

**Important Details: Please Read.**

Upon receipt of sale proceeds, CitiMortgage, Inc. will release its mortgage on the property, will not pursue the customer for the remainder of the debt and will report your mortgage as "paid in full for less than the full balance" to all credit reporting agencies.

If principal forgiveness is equal to or greater than \$600.00 as a result of this settlement, CitiMortgage, Inc. is required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which will be mailed to you.

By agreeing to this short sale transaction, you hereby authorize and agree that CitiMortgage, Inc. or insurer may cancel any insurance written in connection with the loan and assign and grant any refund of premium to CitiMortgage, Inc. to be applied to the balance.

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

All Parties to the contract on the premises: [REDACTED]

Property address ("Mortgaged Premises"): [REDACTED]

hereby affirm that this is an "Arm's Length Transaction",

An "Arm's Length Transaction" is a transaction 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 Mortgaged Premises between the Seller(s) and the Buyer(s) that is the specific subject of the proposed short sale as disclosed to Citi. This affidavit is to be executed before or at the time of closing of the sale of the Mortgaged Premises by all Seller(s), Buyer(s), real estate brokers representing any of the parties, and the transaction facilitator facilitating the sale (if any) certifying under penalty of perjury that:

1. The purchase and sale of the Mortgaged Premises is an "Arm's Length Transaction," meaning that the transaction has been negotiated by parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Mortgage Premises. With respect to those persons signing this Affidavit as an agent for either the Seller(s), the Buyer(s), or both, those agents acting in the best interest of their respective principal(s).
2. 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.
3. Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Mortgaged Premises, with the exception of any moving or relocation assistance or incentives payable by Citi to Seller(s).
4. No agent for either the Seller(s) or the Buyer(s) will receive any proceeds from this transaction except as is reflected in the final estimated closing statement that will be provided to the Citi for approval prior to the close of escrow.
5. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents that are not reflected in the short sale contract or the escrow instructions associated with the current short sale or subsequent sale of the Mortgaged Premises that have not been disclosed to Citi.

Each signatory understands, agrees and intends that Citi and the investor are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the note and agreement to the short sale of the Mortgaged Premises; and agrees to indemnify Citi and the investor for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited to, any and all loss, claim, cost, damage and/or expense of any kind or character whatsoever, including, but not limited to, attorneys' fees, resulting from reliance on the matters set forth in this Affidavit. Each signatory understands that a misrepresentation may subject the responsible party to civil and/or criminal liability and result in the immediate termination of the approval to the short sale contract and agrees that this Affidavit will survive the closing of the transaction.

I/We declare under penalty of perjury 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.

All signatures to the affidavit must be notarized. The affidavit may be included with the sales contract, an addendum, or other pre-closing or closing documents as long as all signatures are obtained before or at the time of closing. Each of the signatories hereto hereby certify and affirm under penalty of perjury, that to the best of their knowledge and belief:

\_\_\_\_\_  
(Seller)  
Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Seller)  
Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Notary Public)  
Date  
  
\_\_\_\_\_  
Name Of Notary:  
\_\_\_\_\_  
My commission Expires:

\_\_\_\_\_  
(Notary Public)  
Date  
  
\_\_\_\_\_  
Name Of Notary:  
\_\_\_\_\_  
My commission Expires:

\_\_\_\_\_  
(Buyer)  
Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Buyer)  
Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**(Notary Public)**  
 Date  
 Name Of Notary:  
 \_\_\_\_\_  
 My commission Expires:  
 \_\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**  
 Date  
 Name Of Notary:  
 \_\_\_\_\_  
 My commission Expires:  
 \_\_\_\_\_

\_\_\_\_\_  
**(Seller's Agent)**  
 Date  
  
 Print Name & Company  
 \_\_\_\_\_

\_\_\_\_\_  
**(Buyer's Agent)**  
 Date  
  
 Print Name & Company  
 \_\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**  
 Date  
 Name Of Notary:  
 \_\_\_\_\_  
 My commission Expires:  
 \_\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**  
 Date  
 Name Of Notary:  
 \_\_\_\_\_  
 My commission Expires:  
 \_\_\_\_\_

\_\_\_\_\_  
 (Transaction Facilitator)  
 Date  
 Print Name  
 \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
**(Notary Public)**  
 Date  
 Name Of Notary:  
 \_\_\_\_\_  
 My commission Expires:  
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