

JAN-16-2008 11:54

EQUITY ORIGINATIONS

P.01

Home Equity Loss Control

[Redacted]

Fax



To: CAROLINE GIM From: Jerry [Redacted]

Fax: 866-341-5808 Pages: 6

Phone: _____ Date: _____

Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

➤ Contact Information:

Name: Jerry [Redacted]
 Address: [Redacted]
 Ph# (main) 1-866-[Redacted]
 Fax# (main) 1-866-[Redacted]
 Payment address for all checks: Wells Fargo Payment Processing [Redacted]

➤ Comments:

[Redacted] Collins

update

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P.02



WELLS
FARGO

Wells Fargo Payment Processing
[REDACTED]

January 16, 2008

[REDACTED] COLLINS
[REDACTED]
[REDACTED]RE: Account # [REDACTED]
Property: [REDACTED]
Short Sale Approval

Dear Borrower(s):

This Final Short Sale Approval Letter serves to confirm that Wells Fargo Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, and is an agreement between you and Wells Fargo as to the terms of the short sale of the Property.

Wells Fargo's approval is based on your financial condition, and is subject to the terms and conditions stated in this letter. This approval is valid for fifteen (15) days from the date of this letter, and requires written acceptance by you. To accept, sign and return the original copy of this letter to Wells Fargo at the address set forth in numbered paragraph 22 below no later than 1/26/08. If a signed copy of this letter is not received by the required due date and/or is altered in any manner, the approval becomes null and void. If you proceed to close on the sale transaction, it is understood that all terms and conditions apply.

Any requested changes to the stated terms and conditions in this letter must be requested in writing by you, and/or your legal representative and approved by Wells Fargo. Justification supporting the requested change should be provided.

Wells Fargo limits communication with the listing realtor to the terms and conditions of the Sales Contract. All discussions regarding payment of the shortfall are restricted to you and/or your legal representative.

If Wells Fargo has initiated a foreclosure action, Wells Fargo will advise its foreclosure attorney (and trustee if applicable) of pending contract negotiations by copy of this letter. The foreclosure action will be stayed only if: (a) all terms and conditions of the Sales Contract have been met; (b) the terms and conditions of this Final Short Sale Approval Letter have been met; (c) the buyer(s) have secured a valid formal loan commitment

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Account # [REDACTED]

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subject to no conditions; and (d) the closing date has been confirmed by the closing agent/attorney.

The APPROVAL TERMS AND CONDITIONS are:

- 1) The buyer(s) are [REDACTED] Thompson per the Sales Contract/Offer.
- 2) The closing (settlement date) and funding to be no later than 1/26/08.
- 3) The mortgagor(s) (or trustor if applicable) as listed on Wells Fargo's security instrument (mortgage or deed of trust) must be the owner(s) of record (in title to the property) at closing.
- 4) The borrower(s) is to provide the name, address, phone number and fax number of the closing agent/attorney no later than five (5) business days prior to closing.
- 5) The borrower(s) is to remain responsible for the maintenance of the subject property until the property is sold, settlement has occurred, and Wells Fargo has released its mortgage or deed of trust.
- 6) The borrower(s) is to remain responsible for payment of condo, co-op, and/or homeowners association dues/fees until the property is sold, settlement has occurred, and Wells Fargo has released its mortgage or deed of trust.
- 7) The contract sales price is not less than \$225,000.00. The property is to be sold "AS IS" condition.
- 8) The contract for the sale of the property is an arms length transaction, negotiated between the borrower(s) and the buyer(s) who are unrelated parties, with each party acting in their own self interest. The contract sales price is the fair market value of the property, and has been fairly bargained for and agreed to by and between the parties to the sale contract. The borrower(s) affirmatively state that they are not related to the person(s) named as the buyer(s) in the contract for the sale of the property, by blood, marriage, friendship, commercial enterprise, or in any other manner.
- 9) The buyer credits at closing are not greater than \$0.00 and are allocated to the costs associated with [REDACTED].

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- 10) The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$11250 (5 % of the contract sales price).
- 11) The seller's settlement charges to be withheld from the net proceeds check are not greater than \$14653.92. Any additional fees/costs associated with the sale must be negotiated among and paid for by the seller(s), buyer(s), and/or real estate agent(s).
- 12) Payments to superior lien holders to be withheld from the net proceeds check are as follows: \$203,106.12 Encore.
- 13) Payments to real estate taxing authorities to be withheld from the net proceeds check are as follows: \$247.50 County Tax.
- 14) Payments to junior lien holders to be withheld from the net proceeds check are as follows: FIOA \$2526.30
- 15) Payments for other selling related expenses to be withheld from the net proceeds check are as follows: <<not applicable or name(s) and amount(s)>>.
- 16) The borrower(s) is responsible for negotiating the release of all other junior liens/deeds of trust.
- 17) The borrower(s) is to net \$00.00 (zero) from the sale.
- 18) Wells Fargo's actual payoff due through 1/26/08 (after the date of closing) is estimated at \$86038.11. The payoff includes: unpaid principal balances, accrued interest, late charges, negative escrow reserve, and delinquency expenses.
- 19) The net proceeds check to Wells Fargo at closing is not less than \$5000.00.
- 20) The "shortfall" due to Wells Fargo is estimated at \$72457.96. This amount will be treated as follows (the applicable box(es) are checked):
 - The borrower(s) will provide "good funds" (cashier check, money order or certified funds) made payable to Wells Fargo Bank in the amount of \$NA at closing.

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The borrower(s) will continue to be obligated to pay Wells Fargo the shortfall amount (outstanding loan balance including additional charges, less net sale proceeds) in the amount of \$<< amount >>. This amount shall be repaid by the borrower in monthly installments over << months >> months, at zero percent interest.

The estimated shortfall amount (outstanding loan balance including additional charges, less net sale proceeds) of \$72457.96 is forgiven.

21) Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 1-866-[REDACTED] to the attention of Jerry [REDACTED].

22) Within 24 hours (one business day) after closing, the closing agent/attorney is to forward the following to Wells Fargo:

- a) A copy of the fully executed sales contract with all addenda.
- b) A copy of the fully executed HUD-1 Settlement statement.
- c) Closing agent/attorney "good funds" (Net Proceeds) made payable to Wells Fargo in an amount not less than \$5000.00, and made payable to Wells Fargo Bank.
- d) If applicable, as indicated in numbered paragraph 20 above, borrower's "good funds" (Borrower's Cash Contribution) made payable to Wells Fargo Bank in an amount not less than \$NA.

The above items should be express mailed to: Wells Fargo Bank, N.A., CCG Collections Servicing, [REDACTED] Attention: Jerry [REDACTED]

23) Upon satisfaction of the above conditions, Wells Fargo will:

- a) Release its mortgage or deed of trust.
- b) Forego all rights to pursue a deficiency judgment as to the amount (if any) designated in numbered paragraph 20 above as forgiven.

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- c) Report forgiveness of debt to the Internal Revenue Service ("IRS") as may be required by current IRS regulations. It is the borrower's responsibility to consult with his or her tax advisor regarding any tax implications of the short sale transaction.
 - d) Report the account that is the subject of the short sale transaction to the credit bureaus to whom Wells Fargo reports consumer account information as a charge-off unless and until the shortfall amount (outstanding loan balance including additional charges, less net sale proceeds) is paid in full. Wells Fargo will not change the historical payment record to reflect a history other than the actual payment history.
- 24) If the account of the borrower(s) that is the subject of this short sale letter agreement is a line of credit account, the right of the borrower(s) to obtain additional credit advances pursuant to the terms of the line of credit agreement is terminated immediately upon the acceptance by the borrower(s) of the term of this letter agreement.

Should any creditor request details regarding the status and payment history of the account, a copy of this letter will be provided. For further assistance, please contact us at the number listed below or by facsimile at 1-866-[REDACTED]

Sincerely,



Jerry [REDACTED]
Mortgage Loan Adjuster
[REDACTED]

ACCEPTED BY:

<hr/>	Date
x	
Borrower 2	Date
x	
Borrower 3	Date
x	
Borrower 4	Date

The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.