



July 26, 2011

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 \$181,020.04 to settle your account and release the lien(s) on the property above. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 08/26/2011, after which this offer becomes null and void.

This acceptance is only for the contract of sale in the amount of \$200,000.00 between [REDACTED] (the "Buyer(s)"), and the Seller(s). Any excess funds at closing will be refunded to us. As the Seller(s), you will not receive any proceeds from this transaction.

At closing, please forward us a copy of the following signed and executed documents. These documents must be sent by both fax and overnight mail as provided below:

- Certified HUD-1 closing statement
- Notarized Affidavit of Arm's Length Transaction (enclosed)

www.ShortSaleExperts.com

EMC

Mortgage

A DIVISION OF CHASE BANK NA

Overnight Mail: EMC Mortgage
Mail Code [REDACTED]

Fax: (866) 220-4130

Upon review of these documents and receipt of certified funds, we will release the lien(s).

To accept this offer, please send payment by wire transfer or overnight mail to the address below. Be sure to include your name and account number. Please call us on the day of closing to provide us with the details regarding the delivery of funds.

Overnight Mail: EMC Mortgage
[REDACTED]

Wire Transfer: JP Morgan Chase Bank NA
ABA [REDACTED]
Account [REDACTED]
Account Name: EMC Mortgage

Please be aware that the completion of this transaction is reported to various consumer reporting agencies and may have an adverse effect on your credit rating. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for additional information.

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

Sincerely, [REDACTED]

EMC Mortgage
(866) 332-7856
(800) 735-2989 TDD / Text Telephone
(866) 220-4130 Fax
www.chase.com

Enclosures

- Affidavit of Arm's Length Transaction
- Notary Certification



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] (the "Property") will be sold by the Seller to the Buyer.

EMC Mortgage (the "Lender") holds a Deed of Trust, Security Deed or Mortgage ("Security Instrument") 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 Security Instrument. The Lender, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$ 181,020.04 to resolve its Loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

- 1) The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, 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 Property. With respect to those persons signing this Affidavit as an agent for either the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
- 2) No Buyer or agent of the Buyer is a family member or business associate of the Seller, the borrower, or the mortgagor.
- 3) No Buyer or agent of the Buyer shares a business interest with the Seller, the borrower, or the mortgagor.
- 4) There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that are not reflected in the Agreement or the escrow instructions associated with this transaction.
- 5) There is no agreement, whether oral, written, or implied, between the Seller and the Buyer and/or their respective agents that allows the Seller to remain in the Property as a tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
- 6) The Seller shall not receive any proceeds from the sale of the Property reflected in the Agreement.

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- 7) No agent of either the Seller or the Buyer shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement, which shall be provided to the Lender for approval prior to the close of escrow.
- 8) Each signatory to this Affidavit expressly acknowledges that the Lender is relying upon the representations made herein as consideration for discounting the payoff on the Loan, which is secured by a deed of trust or mortgage encumbering the Property.
- 9) Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I/We declare under penalty of perjury under the laws of the State of CA 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

Buyer 2

(Print Name)

(Print Name)

(Signature)

(Signature)

(Date)

(Date)



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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.

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BUYER'S AGENT

Buyer 3

(Print Name)

(Signature)

(Date)

Seller 1

(Print Name)

(Signature)

(Date)

Seller 3

(Print Name)

(Signature)

(Date)

Buyer's Agent

(Print Name)

(Print Company)

(Signature and Date)

Buyer 4

(Print Name)

(Signature)

(Date)

Seller 2

(Print Name)

(Signature)

(Date)

Seller 4

(Print Name)

(Signature)

(Date)

Seller's Agent

(Print Name)

(Print Company)

(Signature and Date)



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[REDACTED]

As a reminder, a copy of the certified HUD-1 closing statement, as well as the signed and notarized affidavit of ARM's Length Transaction must be sent at closing by both fax and overnight mail to:

Overnight Mail: EMC Mortgage

[REDACTED]

Fax:

(866) 220-4130

[REDACTED]

Property On
www.SDShortSaleExperts.com





NOTARY CERTIFICATION

STATE OF _____

COUNTY OF _____

On _____, before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature, on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature, on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

