

AURORA LOAN SERVICES, LLC.

10350 Park Meadows Drive
Littleton, CO 80124

1st

May 22, 2008

Re: [Redacted] (herein defined as "Seller") Short Sale
Address: [Redacted] San Diego, CA 921150000
Original Principal Amount: \$ 261,600.00
Aurora Loan Number: [Redacted]

\$261,600 owed on first
65,400 " " second
\$327,000 owed on property

Dear [Redacted]

This letter agreement shall serve to evidence the parties' agreement with respect to the above referenced loan (the "Subject Loan") in that a short payoff has been approved for \$ 153,000.00. ← sales price!

less than 50%

I hereby issue a short demand from escrow for which the net proceeds are to be at least \$ 132,201.56; this may be more after tax pro-rations.

This authorization is contingent upon the following stipulations:


- Sales price of \$ 153,000.00
- Seller to net zero (this must be reflected on final HUD-1)
- Sellers closing costs (includes realtor's commission) not to exceed \$10,148.44
- Realtor commissions not to exceed \$ 7,650.00
- 2nd lien to receive no more than \$ 3,000.00 from sale of property (this must be reflected on final HUD-1)
- Must be able to convey clear title
- Net proceeds to Aurora Loan Services to be no less than \$132,201.56
- The net proceeds check must be accompanied with a copy of the final HUD-1 Settlement Statement

Aurora Loan Services must receive the net proceeds check by June 6, 2008 or 1 business day after the closing takes place, which ever comes first. Any delays will require additional approval.

If all of the above contingencies are met, Aurora Loan Services will issue a full satisfaction of mortgage. This will be reported as a settled debt to the credit reporting agencies.

The net proceeds check along with the signed final HUD-1 & signed copy of this agreement are to be forwarded via overnight mail to: Aurora Loan Services, 10350 Park Meadows Drive, Littleton, CO 80124 attn: Willis Duncan, Loan Resolution Counselor.

Sincerely,


Willis Duncan

Acknowledged and Accepted By:

[Redacted Signature]

"Aurora Loan Services Inc., in compliance with the Fair Debt Collection Practices Act, advises you that is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this correspondence/message is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property."

2nd

AURORA LOAN SERVICES, LLC.

10350 Park Meadows Drive
Littleton, CO 80124

May 22, 2008

Re: [redacted] herein defined as "Seller") Short Sale
Address: [redacted] San Diego, CA 921150000
Original Principal Amount: \$ 65,400.00 ← 2nd Mortgage
Aurora Loan Number: [redacted]

Dear [redacted]

This letter agreement shall serve to evidence the parties' agreement with respect to the above referenced loan (the "Subject Loan") in that a short payoff has been approved for \$ 153,000.00.

I hereby issue a short demand from escrow for which the net proceeds are to be at least \$ 3,000.00; this may be more after tax pro-rations.

This authorization is contingent upon the following stipulations:


- Sales price of \$ 153,000.00
- Seller to net zero (this must be reflected on final HUD-1)
- Sellers closing costs (includes realtor's commission) not to exceed \$10,148.44
- Realtor commissions not to exceed \$ 7,650.00
- 1st lien to receive no less than \$132,201.56 from sale of property (this must be reflected on final HUD-1)
- Must be able to convey clear title.
- Net proceeds to Aurora Loan Services to be no less than \$3,000.00
- The net proceeds check must be accompanied with a copy of the final HUD-1 Settlement Statement

* Aurora Loan Services must receive the net proceeds check by June 6, 2008 or 1 business day after the closing takes place, which ever comes first. Any delays will require additional approval.

If all of the above contingencies are met, Aurora Loan Services will issue a full satisfaction of mortgage. This will be reported as a settled debt to the credit reporting agencies.

The net proceeds check along with the signed final HUD-1 & signed copy of this agreement are to be forwarded via overnight mail to: Aurora Loan Services, 10350 Park Meadows Drive, Littleton, CO 80124 attn: Willis Duncan, Loan Resolution Counselor.

Sincerely,


Willis Duncan

Acknowledged and Accepted By:

[redacted]

"Aurora Loan Services Inc., in compliance with the Fair Debt Collection Practices Act, advises you that is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this correspondence/message is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property."

1st

Cal HFA California Housing Finance Agency

State of California

June 25, 2008

[Redacted]

c/o Shannon Keatley
Silvercrest Realty
Via: e-mail: ghenderson@silvercrestrealty.com

3 liens released!

\$ 225,000 owed
121,000 sales price

Property: [Redacted] San Diego, CA 92115

Dear [Redacted]

In accordance with your request for approval of a short sale for the above captioned property, CalHFA consents to release the lien(s) for the 1st deed of trust upon receipt of \$105,895.70, good till 07-31-08, based on the estimated closing statement. Approved closing costs were in the amount of \$15,104.30.

At the close of escrow, CalHFA will require a certified copy of the final closing statement, which must reflect -0- proceeds to the seller. Please overnight the payment to California Housing Finance Agency, 1121 L Street, Suite 103, Sacramento, CA, 95814.

If you should have any questions or comments, please do not hesitate to contact me at 916-319-9620.

Sincerely,

Antonella Davis

Antonella Davis
Loan Servicing Department
California Housing Finance Agency

2nd & 3rd



CalHFA California Housing Finance Agency

June 27, 2008

CalHFA
Attn: Antonella Davis

Via E-Mail: [REDACTED]

RE: Borrower: [REDACTED]
Property: [REDACTED]
San Diego, Ca. 92123
CalHFA Loan #: [REDACTED]

Dear Mrs. Davis:

In accordance with your request for approval of a short sale for the above captioned property, CalHFA consents to release the liens for the 2nd and 3rd deeds of trust upon receipt of \$1,000.00 each, for a total of \$2,000.00.

Immediately following the close of sale CalHFA will require a certified copy of the Final HUD Settlement Statement, which must reflect -0- proceeds to the seller, along with certified funds in the amount of \$2,000.00. Please overnight to the attention of Susan Wagner, CalHFA, 1121 L Street, Suite 103, Sacramento, Ca. 95814.

This approval is based on escrow closing on or before July 30, 2008. If you should have any questions or comments, please do not hesitate to contact me at [REDACTED]

Sincerely,

Susan Wagner
Housing Finance Specialist

Loan Servicing
1121 L Street, Suite 103
Sacramento, CA 95814-3974
(916) 323-2022 1-800-669-1079 Fax (916) 324-1050

email: servicing@calhfa.ca.gov
www.calhfa.ca.gov/myaccount/

TO: SHANNON KEATLEY COMPANY:

1st

GMAC Mortgage

May 26, 2008

Note: Please ensure the closing Agent is provided with a copy of this letter.

[REDACTED]

CHULA VISTA, CA 91913-0000

Re: Account Number:

[REDACTED]

CHULA VISTA, CA 91913-0000

Dear:

[REDACTED]

This letter will confirm our acceptance of the short payoff on the above referenced property. We agree to accept the proceeds generated by the \$399,000.00 "as is condition" purchase as full and final satisfaction on the first mortgage indebtedness on the above referenced property. This agreement is subject to the following:

Net proceeds to be no less than **\$362,418.84**

* SELLER TO NET ZERO.

* This transaction may not involve a third party who receives a deed prior to this closing or after this closing and before recording of the deed to the purchaser.

* **PROCEEDS IN CERTIFIED FUNDS MUST BE EXPRESSED MAILED TO:**

GMAC Mortgage, LLC
Attn: Loss Mitigation/Leslie Smith
3451 Hammond Avenue
Waterloo, IA 50702

* HUD-1 Settlement Statement MUST be faxed 48 hours before closing for approval. Please fax to (866) 494-0681.

* The following closing costs have been approved and should not exceed the given amount:

	\$19,950.00
	\$13,631.16
JR. Lien- Wells Fargo	\$3,000.00

Any reduction in the approved closing costs must be added to the net proceeds.

* Seller to sign enclosed \$0.00 interest free note.

* We will prepare a release of lien and send to the title company for recording.

* Escrow to close on or before June 23, 2008.

* The attached documents need to be signed and returned prior to closing.

* All escrow surplus and credits MUST be added to the net proceeds.

* The HUD 1 Settlement statement must be signed by buyers, sellers and settlement agent.

* **Copy of proceed check and HUD1 settlement statement must be FAXED to our office (866)494-0681, within 24 hours of closing. Any delay in the receipt of the documents will result in \$100.00 fee per day along with the per diem interest of \$82.19 each day and any extension of the closing date, will require prior approval.**


\$399,000
sales price
→
pens totaled
over
\$620,000

TO: SHANNON KEATLEY COMPANY:

If any of the above demands are not met the Net Proceeds will not be accepted and the satisfaction will be delayed at your expense.

The release of the lien will be sent to the name and address of the title company you have provided and that will conduct the closing of the sale of the property. Please note that the release of the lien will not be sent out until the above proceeds are received. It will then be their responsibility to ensure proper recording of the release of the lien.

A "Short" or "Negotiated" Payoff of your mortgage loan may have tax consequences. To determine if, or to what extent, you have any tax liability, you are encouraged to contact a tax professional.

If you have any questions feel free to contact me at 

Sincerely,

Leslie Smith
Loss Mitigation

Attachments

2nd



Wells Fargo Servicing Center
Home Equity Payment Processing
MAC B6955-01B
PO BOX 31557
Billings, MT 59107-9900

May 28, 2008

[Redacted]

Chula Vista, Ca 91913

RE: Account # [Redacted]
Property: [Redacted]
Short Sale Approval

Dear Borrower(s): [Redacted]

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 fourteen (14) 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 6/11/08. 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

Page Two

[Redacted]
Account # [Redacted]
May 28, 2008

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] per the Sales Contract/Offer to Purchase dated n/a.
- 2) The closing (settlement date) and funding to be no later than 6/11/08.
- 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 \$399,000.00. 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 n/a.

Liens totaled
\$ 620,000
over \$220,000
written off!

Page Three

Account # [redacted]
May 28, 2008

- 10) The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$19,950.00 (5.00 % of the contract sales price).
- 11) The seller's settlement charges to be withheld from the net proceeds check are not greater than \$35,879.43. 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: 362,418.84.
- 13) Payments to real estate taxing authorities to be withheld from the net proceeds check are as follows: \$5,632.14 2nd ½ plus penalty, \$5622.14 1st half plus penalty.
- 14) Payments to junior lien holders to be withheld from the net proceeds check are as follows: n/a.
- 15) Payments for other selling related expenses to be withheld from the net proceeds check are as follows: n/a.
- 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 6/12/08 (after the date of closing) is estimated at \$119,575.18. 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 \$3,000.00.
- 20) The "shortfall" due to Wells Fargo is estimated at \$116,575.18. 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 \$n/a at closing.

Back taxes paid →

no money → from the seller

Page Four

Account #

May 28, 2008

no money due →

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 \$n/a. This amount shall be repaid by the borrower in monthly installments over n/a months, at zero percent interest.

X The estimated shortfall amount (outstanding loan balance including additional charges, less net sale proceeds) of \$116,575.18 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 1-866-593-3579 to the attention of Chuck Wolfe.

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-I Settlement statement.
- c) Closing agent/attorney "good funds" (Net Proceeds) made payable to Wells Fargo in an amount not less than \$3,000.00, 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 \$0.

The above items should be express mailed to: Wells Fargo Bank, N.A., 1 Home Campus, MAC# X2303-02H, Des Moines, Ia 50328, Attention: Chuck Wolfe.

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.

then released →

Page Five

Account # [REDACTED]
May 28, 2008

- 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 1-503-614-3540.

Sincerely,

Chuck Wolfe
Collections Servicing

ACCEPTED BY:

Borrower 1	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.

1st



Wells Fargo Home Mortgage
MAC X7801 03K
3476 Stateview Boulevard
Fort Mill, SC 29715

362,300 1st lien
90,550 2nd lien

June 16, 2008

[Redacted]

San Diego CA 92129

453,000 owed

Dear [Redacted]

275,000 sales price!

RE: Demand Statement for Loan [Redacted]
Projected Settlement Date 07/16/08
Property Address [Redacted]
San Diego CA 92122

Client 708

Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 03/10/08 between [Redacted] And, the seller(s), and [Redacted] the buyer(s), for a purchase price of \$ 275,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

- 1. The required minimum payoff is \$ 255,005.06, scheduled for settlement on or before 07/16/08. Your contribution and settlement costs allocated for this transaction are:

Mortgagor contribution:
Cash at Closing: \$0.00
Promissory Note: \$0.00
Real Estate Commission: \$8,250.00
Approved Seller Closing Costs:
funds to release 2nd 1,500.00
additional approved 10,244.94

money owed

LC100/AIN/pg.1



Wells Fargo Home Mortgage
 MAC X7801-03K
 3476 Stateview Boulevard
 Fort Mill, SC 29715

Page 2

RE: Loan Number [REDACTED]

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve 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 Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to:

Wells Fargo Home Mortgage
 Borrower Counseling Services
 3480 Stateview Blvd., MAC X7802-03H
 Fort Mill SC 29715

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Christine Gard
 Servicing Representative
 Collections
 Enclosure

LC100/AIN/pg.2

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
 is a division of Wells Fargo Bank, N.A



Wells Fargo Home Mortgage
 MAC X7801 03K
 3476 Stateview Boulevard
 Fort Mill, SC 29715

PLEASE RESPOND WITHIN 48 HOURS

Date June 16, 2008
 To Glen Henderson
 Phone (619) 889-7646
 Fax (999) 999-9999

Loan No. [REDACTED]
 From Christine Gard
 Phone [REDACTED]
 Fax [REDACTED]

The Following Recording Information is Needed to Prepare the Release

Date Recorded _____

Book/Page/Ins. Number _____

County _____

Original Beneficiary _____

Current Beneficiary _____

Trustee _____

Legal Description
 (if applicable) _____

Assignments
 (if applicable) _____

Send for Recording to:

____ Agent Name _____
 ____ Address _____
 ____ Phone _____
 ____ Fax _____

____ Courthouse _____

LC172/AIN

2nd



Wells Fargo Servicing Center
Home Equity Payment Processing
MAC B6955-01B
PO BOX 31557
Billings, MT 59107-9900

June 17, 2008

[Redacted]

San Diego, CA 92128

362,300 - 1st lien
90,550 2nd lien
453,000 owed

275,000 sales price!

RE: Account #: [Redacted]
Wells Fargo Bank, N.A.
Property: [Redacted]
Conditional Approval of Request for Short Sale

Dear [Redacted]

The purpose of this letter is to confirm that Wells Fargo Bank, N.A. ("Wells Fargo") has conditionally approved your request for a short sale of the above-referenced Property.

A short sale occurs when a property is sold and the net sale proceeds (sales price less the closing costs) are insufficient to pay off the outstanding loan balance (including additional charges) at the time of closing. Since the net sale proceeds are not sufficient to pay the outstanding balance in full, a "shortfall" is created.

This approval of a short sale with respect to the above-referenced Property is conditioned on your compliance with all Short Sale Guidelines, which have previously been provided. Short sale approval will not be final unless and until a Final Short Sale Approval Letter has been executed by Wells Fargo and written acceptance of the terms of the Final Short Sale Approval Letter is made by you. If a signed copy of Final Short Sale Approval Letter is not received by the required due date and/or is altered in any manner, the approval becomes null and void. Only upon satisfaction of all terms of the Final Short Sale Approval Letter, will Wells Fargo release its mortgage or deed of trust on the Property.

The Property must be sold "as is" for purchase price of not less than \$275,000; the amount paid to Wells Fargo must be \$1,500 or greater. Wells Fargo is entitled to all proceeds from the sale except those necessary to pay off any senior liens and customary seller's closing costs. The real estate agents' commission shall be no greater than 5% of the contract sales price. The borrower(s) is to net \$00.00 (zero) from the sale.

1,500
payoff to 2nd
on
90,550

Should you have any questions, please feel free to contact us at the number listed below.

Page Two

Account # [REDACTED]

June 17, 2008

Sincerely,

Chuck Wolfe
Collections Servicing

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.