

# Bank of America



## Home Loans

[REDACTED]  
SAN DIEGO, CA 92102

Notice Date: August 17, 2011

Account No.: [REDACTED]

Property Address:  
[REDACTED]  
SAN DIEGO, CA 92102

### IMPORTANT MESSAGE ABOUT THIS ACCOUNT

This letter will serve as Bank of America, N.A.'s demand for payment and advises you that Bank of America, N.A. and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

### WHAT THIS MEANS TO THE SELLER

The owner of your mortgage note, the mortgage insurer, if your loan is covered by mortgage insurance, and Bank of America, N.A. waive their right to pursue collection of any deficiency following the completion of your short sale and your debt is considered settled. The deficiency is the difference between: (1) the remaining amount due under the mortgage note and mortgage or deed of trust; and, (2) the current market value of the property plus any cash contribution you make or amount you agree to repay in the future. The amount of the deficiency will be reported to the Internal Revenue Service (IRS) on the appropriate 1099 Form or Forms. We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

Bank of America, N.A. will report the debt to the credit reporting agencies as "paid in full for less than the full balance". To learn more about the potential impact of a short sale on your credit, visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

If it is subsequently determined that the approval of the short sale was based, in part, on information which Bank of America, N.A. later determined to be false or misrepresented or fraudulent, Bank of America, N.A. reserves the right to pursue the remaining balance of the note.

The difference between the current amount due under your mortgage or deed of trust and the current market value of the Property must be reported to the Internal Revenue Service (IRS) on the appropriate 1099 Form or Forms. We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

The conditions of the approval are as follows:

1. Closing must take place no later than September 22, 2011 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing. Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
2. The approved buyer(s) is/are [REDACTED] and the sales price for the property is \$105,000.00.
3. Another buyer cannot be substituted without the prior written approval of Bank of America, N.A..
4. Closing costs have been negotiated and agreed upon with the authorized agent as of August 17, 2011
  - a. Total Closing Costs not to exceed \$101,592.31
  - b. Maximum commission paid \$5,250.00
  - c. Maximum allowed to the Jr. Lien Holder \$3,407.69
  - d. Maximum allowed for HOA liens \$400.00 (if applicable)
  - e. Maximum allowed for repairs N/A (if applicable)
  - f. Maximum allowed for termite inspection/repairs N/A (if applicable)

Any additional fees that were not approved on August 17, 2011 will not be covered by Bank of America, N.A. and become the sole responsibility of the agent, the buyer or the seller to pay at closing.

5. Net proceeds to Bank of America, N.A. to be no less than

	2nd Lien Loan Number
Proceeds from Sale	\$3,407.69
Cash Contribution	N/A
Promissory Note	N/A

6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.

7. As stated in #5, the Seller is to contribute \$0.00, to assist in the closing of this transaction. This contribution will be in the form of:

a. PROMISSORY NOTE(s) (Signed, notarized and returned at closing):

	2nd Lien Loan Number
Promissory Note	N/A

If a promissory note(s) is required, it must be signed and uploaded to the Short Sale System prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to Bank of America, N.A.

If a promissory note(s) has already been signed and agreed to between the seller, investor and the Mortgage Insurance Company, a signed certified copy must be provided to Bank of America, N.A. at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that Bank of America, N.A. receives the copy.

**\*\*\* Sales proceeds will be returned if the note has not been received. This will result in a delay of the transaction and/or possible cancellation of this short sale transaction. \*\*\***

b. CERTIFIED FUNDS CONTRIBUTION (Due at closing):

	2nd Lien Loan Number
Cash Contribution	N/A

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, it will not be returned to the seller; it will be sent to Bank of America, N.A. to offset the loss.

9. Completed Assignment of Unearned premium is to be uploaded to the Short Sale System along with the final Settlement Statement.

10. There are to be no transfers of property within 30 days of the closing of this transaction.

11. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.

12. Bank of America, N.A. does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. Bank of America, N.A. prepares and records its own reconveyances.

13. All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.

14. If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America, N.A. will have the right to keep the proceeds and apply them to Bank of America, N.A.'s loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if it were not previously disclosed and it was sent directly to the borrower.

Bank of America, N.A. reserves the right to revoke and / or modify the terms and conditions of this short sale approval in the event

that 1) any information provided and used as the basis for our approval changes and / or 2) if we discover any evidence of fraud and / or misrepresentation by any parties involved in the transaction.

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**WHAT YOU NEED TO DO**

\*\*\*\*\* IMPORTANT INSTRUCTIONS \*\*\*\*\*

**The closing agent must upload a certified copy of the final estimated Settlement Statement to the Short Sale System 72 hours prior to Closing. You cannot close without final approval of the closing costs.**

Payoff funds must be wired unless otherwise specified to:

Bank of America, N.A.  
[Redacted]  
MRC Acct # [Redacted]  
AB/ [Redacted]

Reference loan [Redacted]

**WIRES MUST CONTAIN THE LOAN NUMBER, BORROWER'S NAME AND PROPERTY ADDRESS. IF WE CANNOT IDENTIFY THE FUNDS, THEY WILL BE RETURNED.**

**\*\*\*A certified copy of the Final Settlement Statement must be uploaded to the Short Sale System at the time of closing.**

Upon receipt of the above stated items, Bank of America, N.A. will issue a release of lien on its mortgage loan.

Bank of America, N.A. appreciates all your efforts and cooperation in this matter. If you feel there is additional information you would like to provide, or if you need additional information, please contact us at 1.866.880.1232. Please continue to work closely with your real estate agent to finalize your short sale.

1.800.669.6650.  
Home Loan Team  
Bank of America, N.A.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for this program to help you avoid foreclosure.

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
Co-Borrower Printed Name

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date