

May 13, 2011

[REDACTED]
Alameda, CA 94501-6211

Short Sale Terms and Conditions

Account: [REDACTED]

Borrower: [REDACTED]

Property Address: [REDACTED]

San Diego, CA 92104-0000

Dear [REDACTED]

We have agreed to your request for a Short Sale, and we will accept a minimum of \$294,332.82 to release 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 06/17/2011, after which this offer becomes null and void.

Any excess funds at closing will be refunded to us. As the Seller(s), you will not receive any proceeds from this transaction.

This acceptance is only for the contract of sale in the amount of \$330,000.00 between [REDACTED] (the "Buyer"), and the Seller.

At closing, please forward us a copy of the following signed and executed documents by fax as noted below.

- * **Certified HUD-1 closing statement**
- * **Notarized Affidavit of Arm's Length Transaction (enclosed)**
- * **Copy of wire confirmation or certified funds check/escrow check**

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: Chase
Mail Code OH4-7142
3415 Vision Drive
Columbus, OH 43219-6009

Wire Transfer: JP Morgan Chase Bank N.A.
Account Name: [REDACTED]
Bank Number: [REDACTED]
ABA Number: [REDACTED]
Loan Number: [REDACTED]

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]

Chase

[REDACTED]

Fax
TDD / Text Telephone

www.chase.com

Enclosures

- Affidavit of Arm's Length Transaction
- Notary Certification

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.

[REDACTED]

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] SAN DIEGO, CA, 92104-0000 (the "Property") will be sold by the Seller to the Buyer.

JPMorgan Chase Bank, N.A., d/b/a Chase (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 for the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$294,332.82 to resolve its Loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, and their 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 or the borrower or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller or 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.
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 California 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.