

May 18, 2011



Alameda, CA 94501-6211

Short Sale Offer Confirmation

Account:

Property Address:



San Diego, CA 92104

Dear Real Estate Agent:

We are writing to confirm our acceptance of a short sale on the account above.




Please carefully review the next steps and timeframes outlined in this letter. If you have any questions, please contact us as soon as possible at the number provided below.

We agree to release our security interest in the above-referenced property upon receipt of \$5,349.16 in certified U.S. funds. If there are any additional funds not previously disclosed resulting from this short sale, these will also need to be paid to us, even if this amount is greater than the total listed above. No more than \$0.00 can be received by the seller(s). The amount paid to Chase is for the release of our security interest, and we will waive the remaining deficiency balance on the account, totaling \$61,864.46.

In order for us to release our current lien on the property, please complete each of the steps below by on or before June 17, 2011.

- * **We must approve the final HUD-1 Closing Statement** at least 48 hours prior to closing. Please see the enclosed insert for additional information.
- * Send payment of not less than \$5,349.16 by overnight mail or wire as indicated below. Use certified funds, made payable to Chase.

Overnight Mail: Chase
Attention HE Default Payment Processing II
Mail Code OH4-7129
3415 Vision Drive
Columbus, OH 43219-6009

Wire Transfer: Wire Routing Number: 
Wire Account Number: 
Wire Account Name: 

- * Return the following documents by fax to (866) 220-4130. As a reminder, all completed documents must be returned by June 17, 2011.
- * One signed and dated copy of the **Borrower Acknowledgment** (enclosed).

- * A completed **Borrower Contact Information Update Form** (enclosed), if applicable.
- * One certified copy of the **HUD-1 Closing Statement** in connection with the sale of the property to [REDACTED] pursuant to a purchase/sale contract in the amount of \$330,000.00. If the HUD-1 Closing Statement shows that you will receive any additional proceeds, including but not limited to cash, notes, or goods, those proceeds must be paid to JPMorgan Chase Bank, N.A., in addition to the payment amount listed above.
- * A completed, signed, and notarized copy of the **Affidavit of "Arm's Length Transaction"** (enclosed).

Please be sure [REDACTED] and the account number appear on all correspondence. We recommend retaining a copy of all documents for your records.

This offer becomes null and void if we do not receive funds and all required documents by June 17, 2011. Please be aware that our acceptance of this short sale is reported to various consumer reporting agencies and may have an adverse effect on credit rating.

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

Sincerely,

[REDACTED]

[REDACTED]

Chase

[REDACTED]

Fax
TDD / Text Telephone

www.chase.com

Enclosures

- Borrower Acknowledgment
- Borrower Contact Information Update Form
- Affidavit of "Arm's Length Transaction"
- Escrow Closing Insert

We are a debt collector.

To the extent 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.

cc:

[REDACTED]

Lewisville, TX 75067

BORROWER ACKNOWLEDGMENT

Account Number: [REDACTED]
Borrower(s): [REDACTED]
Property Address: [REDACTED]
San Diego, CA 92104

BY SIGNING BELOW, the borrower(s) accepts and agrees to the terms and provisions contained in this letter. The borrower(s) also agrees to inform JPMorgan Chase Bank, N.A. of any changes in the borrower's current mailing address until the full amount specified above has been paid.

Borrower 1

Borrower 2

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date)

(Date)

As a reminder, please return this completed form by fax to (866) 220-4130.

BORROWER CONTACT INFORMATION UPDATE FORM

Account Number:

[REDACTED]

Borrower(s):

[REDACTED]

Property Address:

[REDACTED]
San Diego, CA 92104

Name of Borrower(s) Requesting Update

Borrower's New Address

Borrower's New Home Phone Number

Borrower's New Work/Alternate Phone Number

As a reminder, please return this completed form by fax to (866) 220-4130.

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

JPMorgan Chase Bank, N.A. (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 \$5,349.16 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, 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.
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.