

June 1, 2010

[REDACTED]
 Riverside, CA 92506

Re: SHORT SALE
 Your Escrow No.:
 PSB Loan No.:
 Borrower Name:
 Property Address:

IF THIS SHORT SALE DOES NOT CLOSE PRIOR TO 6-29-2010, THE BANK WILL AUTOMATICALLY CONSIDER THIS TRANSACTION NULL AND VOID. BY COMPANY POLICY NO FURTHER EXTENSIONS WILL BE GRANTED.

To whom it may concern:

Provident Savings Bank has agreed to accept less than the full amount owed on the above referenced loan. Please find our Demand Statement and adhere to the following items:

1. **Net proceeds to Provident will not be less than \$110,710.00. Overages must be used to increase the payoff amount to Provident. Provident does not allow funds to be paid by seller or buyer towards Negotiation Fees or Attorney Fees. The Seller must net Zero.**
2. Realtor commissions **not to exceed \$6,250.00** but may need to be reduced to meet the required Net proceeds to Provident.
3. Provident will not pay for or contribute to fees or costs related to Transaction Coordinator, Negotiators or Attorney fees.
4. Provident must review and approve the Estimated Closing Statement 24 hours prior to closing. All fees must be itemized.
5. Provident **must** receive payoff proceeds no later than **6-29-2010**, and a certified copy of the signed **Final Settlement Statement** must be submitted with the payoff.
6. Wire instructions-PSB ABA # [REDACTED] --Reference Loan # [REDACTED]

Provident's short sale approval is contingent upon the following terms and conditions being met:

- The contract for the sale of the property is an arms length transaction, negotiated between the customer(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 is the result of fair bargaining. The customer(s) warrants that they are not related to the buyer(s) of the transaction, by blood, marriage, friendship, commercial enterprise, business relationship, or in any other manners.
- Any funds held in the Provident Escrow/Impound Account and/or insurance claim proceeds will be considered the property of Provident and will be applied towards the loss on the account.
- A copy of this letter must be provided to Provident's Borrower at the time of closing.

Without a waiver of any contractual rights and/or powers granted pursuant to the terms and conditions of the promissory note and deed of trust in favor of Provident, Provident has decided to accept a payoff shortage. This is without prejudice to Provident's right to complete the foreclosure process if escrow cancels or if Provident determines, anytime, that the discussions and negotiations are unsatisfactory.

TAX AND CREDIT CONSEQUENCES: If lender agrees to accept less than full payment, the difference may result in taxable income. Lender can not give legal or tax advice.

As required by law, Provident has notified the borrower (s) that a negative credit report may be reflected on the borrower (s) credit records since he/she/they failed to fulfill the terms of his/her/their credit obligations.