



February 21, 2012

[REDACTED]

Account Number: [REDACTED]

Property Address: [REDACTED]

[REDACTED]
MURRIETA, CA 92563-0000

[REDACTED]
POWAY, CA 92064

Dear Customer(s):

Congratulations on your approval for assistance!

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, received your request to sell your home and avoid foreclosure by participating in the federal government's Home Affordable Foreclosure Alternatives (HAFA) Program. This letter provides important details regarding the decision that SPS has made regarding your request for approval of your proposed Short Sale.

SPS is committed to assisting you. If after reading through the terms and conditions of the Short Sale you find that you are unable to meet the requirements, or you have further questions – please contact our office at the number listed below.

Attached you will find the terms and conditions of our approval along with closing instructions. The approval of your proposed short sale is intended to help you avoid foreclosure or other legal action under the loan agreement. It is important that you read it carefully and comply with the terms outlined in the agreement.

If you have questions, please contact our Loan Resolution Department toll-free at (888) 818-6032. Representatives are available Monday through Thursday between the hours of 6 a.m. and 8 p.m., Friday from 6 a.m. to 5 p.m., and Saturday from 7 a.m. to 11 a.m., Mountain Time.

Sincerely,

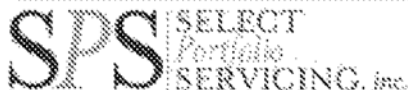
Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono 1-800-831-0118 y marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

**Minnesota – This collection agency is licensed by the Minnesota Department of Commerce
New York City – Collection Agency License [REDACTED]**

[REDACTED]



Approval of Short Sale - Select Portfolio Servicing, Inc. (Servicer or SPS) consents to this Request for Approval of Short Sale and agrees to accept all net proceeds from the settlement as full and final satisfaction of the first mortgage indebtedness on the referenced property. This approval is subject to the following:

- A. **Terms** – The sale and closing comply with all terms and conditions of the Request as well as all terms and representations provided herein by the Borrower. SPS must receive net proceeds from the Short Sale in the form of certified funds (instructions enclosed) in an amount not less than \$117,467.20. SPS's approval of this Short Sale is good through April 2, 2012; therefore funds should be received by our office on or before April 2, 2012.
- B. **Changes** – Any change to the terms and representations contained in the Request or the attached sales contract between you and the buyer must be approved by the Servicer in writing. The Servicer is under no obligation to approve such changes.
- C. **Subordinate Liens** – Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
- D. **Real Estate Commissions**. We will allow to be paid from sale of proceeds real estate commissions not to exceed six percent (6%) of the contract sales price, to be paid to the listing and selling brokers involved in the transaction. Neither you nor the buyer may receive a commission. Any commission that would otherwise be paid to you or the buyer must be reduced from the commission due on sale.
- E. **HUD-1** – A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the Servicer not later than one business day of the Short Sale closing. This HUD-1 Settlement Statement should be faxed to (801) 270-7833.
- F. **Bankruptcy** – If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
- G. **Tax Consequences** – A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.
- H. **Insurance Claim Proceeds** - This approval is conditioned upon the Borrowers (Sellers) waiving their rights to any escrowed funds or refunds from prepaid expenses. The Borrowers (Sellers) also agree that any trailing proceeds from filed hazard insurance claims will be sent to and retained by SPS as additional recovery towards the Short Sale loss. If SPS receives/retains proceeds in excess of the amount that, combined with the net proceeds, would have satisfied the loan in full, such surplus funds will be returned to the Borrower (Seller).
- I. **Credit Bureau Reporting** – We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over or responsibility for the impact of this report on your credit score. To learn more about the potential impact of a short sale on your credit you may want to go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.
- J. **Payment Instructions** – Payoff funds and a final HUD-1 Settlement Statement must be received by the Servicer within 48 hours of closing in accordance with the enclosed wiring instructions.
- K. **Closing Instructions** – Please see attached.

If you have questions, please contact our Loan Resolution Department toll-free at (888) 818-6032 between the hours of 6 a.m. and 8 p.m. Monday through Thursday, Friday 6 a.m. to 5 p.m. and Saturday from 7 a.m. to 11 a.m., Mountain Time.

Signature of Servicer Representative:

[Redacted Signature]

Title:

Vice President – Loan Resolution Department

Printed Name of Servicer Representative:

[Redacted Name]

Date:

February 21, 2012





Closing Instructions
(To be completed at closing)

1. Closing must take place on or before April 2, 2012 or this approval will be void. If an extension is requested and approved, our approval may result in per diem interest being charged through the closing.
2. The approved buyer for this transaction is [REDACTED] and the gross sales price of the property is \$ 139,900.00.
3. A buyer, other than the buyer named above, cannot be substituted without prior written approval from SPS.
4. The following closing costs have been negotiated and agreed upon:
 - a. Total Closing Costs not to exceed: \$1,570.00
 - b. Maximum Real Estate commission/fees paid: \$8,394.00
 - c. Maximum cash allowed to Seller: \$3,000.00
5. Minimum net proceeds to SPS can be no less than \$117,467.20 and must be remitted via wire transfer or certified funds so that we receive the proceeds in our office on or before April 2, 2012. Remittance instructions are attached.
6. The property is being sold in "AS-IS" condition.
7. The Buyer and Seller represent that the transaction is an "arm's length" transaction and neither party is related by family, marriage or commercial enterprise.
8. The Buyer agrees that the property will not be sold within 90 days of the closing of this sale.
9. Prior to releasing any funds to subordinate lien holders/mortgages, the closing agent must obtain written commitment from the subordinate lien holder certifying that it will release the Seller (Borrower) from any and all deficiency rights and agreeing to do so without the requirement of a promissory note and/or seller cash contribution at the point in which the agreed upon payoff amount is received by their office.
10. A final HUD-1 must be signed by both the Buyer(s) and Seller(s) represented in the transaction and returned to SPS via fax at (801) 270-7833 within one (1) business day of the closing.

By signing this document you understand that you agree to and will comply with the terms and conditions outlined above. Additionally, you certify that this document and any other documents which have been used in conjunction with obtaining both our approval as well as the closing of this transaction have been signed with your consent and are true and correct. Any misrepresentation and/or misstatement will void our approval of the sale and may subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud and wire fraud.

Seller Date

Seller Date

Buyer Date

Buyer Date

Closing Agent Date

Notary Stamp:

