

**WELLS
FARGO**Home Preservation Team
Mac X2303-01N
One Home Campus
Des Moines, IA 50328

August 4, 2011

RE: **Short Sale Approval**

Account #: [REDACTED]

Property: [REDACTED]

Buyer(s): [REDACTED]

Dear Borrower(s):

This Final Short Sale Approval Letter serves to confirm that Wells Fargo Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, and is an agreement between you and Wells Fargo as to the terms of the short sale of the Property.

This Final Short Sale Approval Letter (Final Approval Letter) serves to confirm that Wells Fargo Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, subject to the terms and conditions set forth in this Final Approval Letter. This Final Approval Letter is an agreement between you and Wells Fargo as to the terms of the short sale of the Property.

Wells Fargo's approval of your request for a short sale of the Property is valid until September 9, 2011, and requires that Wells Fargo receive written acceptance by you on or before September 9, 2011. To accept, you must sign, date and return the original of this Final Approval Letter, along with the enclosed Lender's Terms and Conditions for Approval Consideration (Lender's Terms and Conditions), signed and dated by all parties to the short sale indicated on the Lender's Terms and Conditions. The original signed and dated Final Approval Letter and Lender's Terms and Conditions must be returned to Wells Fargo in the enclosed envelope. You acknowledge that the terms, conditions and representations set forth in the Lender's Terms and Conditions are incorporated in and made a part of this Final Approval Letter by this reference. If the original, signed and dated Final Approval Letter and Lender's Terms and Conditions are not received by September 9, 2011 and or are altered in any manner, the approval becomes null and void. Any requested changes to the stated terms and condition in the Final Approval Letter or Lender's Terms and Conditions must be requested in writing by you, and/or our legal representative and approved in writing by Wells Fargo.

Any requested changes to the stated terms and conditions in this letter must be requested in writing by you, and/or your legal representative and approved by Wells Fargo.

The APPROVAL TERMS AND CONDITIONS are:

- 1) This is specific to your above-referenced Wells Fargo Home Equity Account. Separate approval is required for all other liens including Wells Fargo liens securing other accounts owned or serviced by Wells Fargo or its affiliates.
- 2) The closing (settlement date) and funding to be no later than September 9, 2011.
- 3) The borrower(s) is to net \$3,000.00 (HAFA Incentive) from the sale.
- 4) The real estate agents' commissions to be withheld from the net proceeds check are \$18,480.00 (6.000% of the contract sales price).

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Account # [REDACTED]


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- 5) The Buyer and Seller, and/or any agent of the Buyer or Seller, cannot knowingly transact for the sale/purchase of the property for less than its true fair market value, and shall not transact for the sale/purchase of the property to anyone the Buyer, Seller or their respective agents are related to or have a close personal or business relationship with. In legal language, it must be an "arm's length transaction." Any knowing violation of the arm's length transaction requirement without written permission from Wells Fargo, may be a violation of federal law.
- 6) Wells Fargo's actual payoff due through September 9, 2011(after the date of closing) is estimated at \$100,982.12. The payoff includes: unpaid principal balances, accrued interest, late charges, negative escrow reserve, and delinquency or other collection related charges and expenses. The shortfall amount (outstanding loan balance including additional charges, less net sale proceeds paid to Wells Fargo), estimated \$94,982.12 is forgiven. If you purchased optional credit insurance of any kind in connection with your Account, and your coverage has not previously been cancelled, your participation in this short sale will result in the cancellation of your insurance coverage in accordance with the terms of your insurance contract, and coverage will not be reinstated.
- 7) Immediately after closing please wire (Net Proceeds) made payable to Wells Fargo Bank, N.A. in an amount not less than \$6,000.00, to:

Wells Fargo Bank, N.A.
San Francisco, CA 94104
Account Number: [REDACTED]
Routing Number: [REDACTED]
- 8) Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 1-855-457-6314 to the attention of [REDACTED]
- 9) Within 24 hours (one business day) after closing, the closing agent/attorney is to forward the following by express mail to the above-referenced address in paragraph seven (7):
 - A copy of the fully executed sales contract with all addenda.
 - A copy of the fully executed HUD-1 Settlement statement.
- 10) Upon satisfaction of the above conditions, Wells Fargo will:
 - Release its mortgage or deed of trust.
 - File a 1099C information return with the IRS if the amount of discharged indebtedness is \$600 or more, pursuant to IRS regulations applicable to discharge of indebtedness. Please consult your tax advisor to determine whether this settlement will constitute income to you and create a subsequent tax obligation.
 - Accurately report information about this Account to the credit reporting agencies it reports information to. The shortfall amount will be reported to the credit reporting agencies as a loss to Wells Fargo, and any late payments previously reported to credit reporting agencies with respect to this Account will remain on your credit history.
- 11) If the account that is the subject of this Final Approval Letter is a line of credit account, the right of the borrower(s) to obtain additional credit advances pursuant to the terms of the line of credit agreement is terminated immediately upon the acceptance by the borrower(s) of the term of this Final Approval Letter.



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Property: 

Notice to Seller/Seller's agent: Please provide a copy of this document to Buyer/Buyer's Agent

Lender's Terms and Conditions for Approval Consideration

Wells Fargo is committed to thoroughly reviewing the borrower's request for a short sale transaction. However, Wells Fargo is under no obligation to approve a short sale. The following serves as final confirmation by the parties involved of compliance with the Lender's Terms and Conditions for Approval Consideration.

Under penalty of perjury, you certify that:

- The Seller is to net \$3,000.00 (HAFI Incentive) from the sale of the property.
- Property is being sold in an "as is" condition.
- The Buyer and Seller, and/or any agent of the Buyer or Seller, cannot knowingly transact for the sale/purchase of the property for less than its true fair market value, and shall not transact for the sale/purchase of the property to anyone the Buyer, Seller or their respective agents are related to or have a close personal or business relationship with. In legal language, this must be an "arm's length transaction." Any knowing violation of the arm's length transaction requirement without written permission from Wells Fargo may be a violation of federal law.
- The buyer of the property agrees they will not re-sell the home within 90 calendar days of the closing date
- The Seller or Buyer does not have any agreements to receive a portion of the commission or the sales price after closing
- There are no agreements or understandings between the Seller and the Buyer that the Seller will remain in the property as a tenant or later obtain title or ownership of the property
- There are no other contracts, agreements, or offers known to any of the parties involved relating to the sale or subsequent sale of the property at a higher sales price that have not been disclosed to the Lender
- The value of the Property has not been misrepresented to the Lender, servicer and / or third parties
- Any contributions to the sale from any parties involved, including contributions paid outside of closing, have been disclosed on the HUD-1 Settlement Statement

Please be advised that failure to comply with any of the above conditions or the discovery of acts of misrepresentation related to this transaction may result in the servicer pursuing any and all available legal remedies.