



WACHOVIA

Date: January 30, 2009

Loan Number: 238

Fax Number: 619-374-1934

Name: Glen Henderson

Address:

Re: Seller(s):

Escrow Number: *Intentionally Left Blank*

Property Address:

SAN DIEGO CA 92104

Dear Glen Henderson and Closing Agent:

Wachovia has agreed to settle the loan referenced above in connection with the sale of the property securing the debt contingent upon the following conditions as indicated with an "X" below being met:

Wachovia will receive the entire net proceeds of the sale of the property but not less than \$3,200 in cash or certified funds (which may include a contribution from the Seller).

Deficiency letter executed by all sellers, notarized and the original returned to Wachovia no later than 5 business days after closing.

Promissory Note for \$0.00 executed and notarized by all sellers and the original returned to Wachovia no later than five (5) business days after closing or a cash contribution of \$0.00 from the seller in lieu of an executed promissory note.

Neither the Seller, Buyer nor any Junior Lien Holders to Wachovia (unless specified in this document) will receive any proceeds from the sale of the property listed above or cash from other sources connected with the transaction.

Provide a copy of the HUD1 via email to **@Wachovia.com** a minimum of 3-5 days prior to closing.

All funds paid to Wachovia will be in the form of a certified bank check or a check drawn on your trustee account.

The funds specified above and a copy of the final HUD-1 statement will be delivered or wired to the following address before 5:00 p.m., Central Time on March 16, 2009.

Delivery Address

Wire Instructions

Wachovia
Attn: Loss Recovery
4101 Wiseman Boulevard
San Antonio, Texas 78251

Wachovia
ABA No. 053000219
Account No. 01131510715324
Ref: Seller's Name & Loan Number

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*NOTICE REQUIRED BY FEDERAL LAW:
 The minimum cash amount stated above is subject to change without notice in the event Wachovia advances additional funds for taxes and/or insurance through the date the sale is closed. Any such advances will be added to the cash amount specified above.

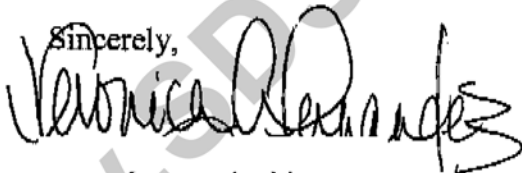
Any residual funds above and beyond the aforementioned proceeds shall be forwarded to Wachovia. Please be advised that Wachovia reserves the right to pursue any deficiency in relation to this Short Sale and will not waive any rights, recourse or remedies in pursuit of the same.

Other: Realtor commissions can not exceed a combined total of 5%.

Wachovia's agreement to settle the debt will terminate and the instructions contained in this letter will become void at 5:00 p.m. Central Time on March 16, 2009. Full reconveyance or release of Wachovia's lien will be provided within a reasonable time following full compliance with all of the conditions listed above. We also ask that you provide a forwarding address for the seller(s) to facilitate future notice requirements.

Should you have any questions or need additional information regarding this matter, please contact us at 1-888-308-3964. A representative is available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time.

Sincerely,



Loss Recovery



Approved: _____

*NOTICE REQUIRED BY FEDERAL LAW:

Please be advised that Wachovia may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.