

November 13, 2009

JONVILLE TEAM
JONVILLE TEAM

RE:

Conditional Approval of Request for Short Sale

Account #:
Property:
Buyer(s):

Dear Borrower(s):

The purpose of this letter is to confirm that Wells Fargo Bank, N.A. ("Wells Fargo") has conditionally approved your request for a short sale of the above-referenced Property. This approval is valid only for a sale in connection with the above-reference Buyer(s) and for a sale closing by (12/30/2009), if not closed by this date you will need to get a new approval letter from Wells Fargo.

This approval of a short sale with respect to the above-referenced Property is conditioned on your compliance with all Short Sale Guidelines, which have previously been provided. Short sale approval will not be final unless and until a Final Short Sale Approval Letter has been executed by Wells Fargo and written acceptance of the terms of the Final Short Sale Approval Letter is made by you. If a signed copy of Final Short Sale Approval Letter is not received by the required due date and/or is altered in any manner, the approval becomes null and void. Only upon satisfaction of all terms of the Final Short Sale Approval Letter, will Wells Fargo release its mortgage or deed of trust on the Property.

The Property must be sold "as is" for purchase price of not less than \$240,000.00; the amount paid to Wells Fargo must be \$3,000.00 or greater. Wells Fargo is entitled to all proceeds from the sale except those necessary to pay off any senior lices and customary seller's closing costs. The real estate agents' commission shall be no greater than 6.000% of the contract sales price. The borrower(s) is to net \$0.00 (zero) from the sale.

Should you have any questions, please feel free to contact us at the number listed below.

Sincerely,

Mark Westergaard Collections Servicing 866-970-7821 Ext. 48454

The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.



Wells Fargo Home Mortgage MAC x7801-01k 3476 Stateview Blvd Fort MILLSC 29715

July 22, 2009





Dear

RE: Demand Statement for Loan Projected Settlement Date 08/15/09

Property Address

Client



Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 06/23/09 And, the seller(s), between , the buyer(s), for a and 🖪 purchase price of \$ 300,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

1. The required minimum payoff is \$ 261,091.20, scheduled for settlement on or before 08/15/09. Your contribution and settlement costs allocated for this transaction are: Mortgagor.contribution:

330.00

799.95

Cash at Closing: \$0.00

Promissory Note: \$0.00

Real Estate Commission: \$18,000.00

Approved Seller Closing Costs:

2nd lien Wells Fargo 3,000.00 9,000.00 Seller Concessions

Taxes

Closing Fee Title Charges

Recording Fee

Additional Settelmen

2,224.56 975.00 4,579.29

LC100/TMT/pg.1

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Page 2

RE: Loan Number

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.

3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.

4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.

5. The Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to:

Wells Fargo Home Mortgage Borrower Counseling Services 3480 Stateview Blvd., MAC X7802-03H Fort Mill SC 29715

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Enclosure

LC100/TMT/pg.2

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A.



July 30, 2009



RE: Short Sale Final Approval

Account # Property:

Property.

Buyer(s):

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.

Wells Fargo's approval of your request for a short sale of the Property is valid until 8/29/2009, and requires that Wells Fargo receive written acceptance by you on or before 8/29/2009. To accept, sign and return the original copy of this letter to Wells Fargo in the enclosed envelope.

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) The closing (settlement date) and funding to be no later than 8/29/2009.
- 2) The borrower(s) is to not \$ 0.00 (zero) from the sale.
- 3) The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$ 18,000.00 (6.000% of the contract sales price).
- 4) The contract for the sale of the property is an arms length transaction, negotiated between the borrower(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 has been fairly bargained for and agreed to by and between the parties to the sale contract. The borrower(s) affirmatively state that they are not related to the person(s) named as the buyer(s) in the contract for the sale of the property, by blood, marriage, friendship, commercial enterprise, or in any other manner.
- Wells Fargo's actual payoff due through 8/29/2009 (after the date of closing) is estimated at \$ 89,721.28. The payoff includes: unpaid principal balances, accrued interest, late charges, negative escrow reserve, and delinquency expenses. The shortfall amount (outstanding loan balance including additional charges, less net sale proceeds), estimated \$ 79,721.28 is forgiven.

Page 2 Account #

6) Immediately after closing please wire (Net Proceeds) made payable to Wells Fargo Bank, N.A. in an amount not less than \$ 10,000.00, to:

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94101
Account Number:
Routing Number:

If you are unable to wire the funds please express mail certified funds to:

Wells Fargo Bank, N.A. Home Equity Solutions Support Mac X2303-01N One Home Campus Des Moines, IA 50328

- 7) Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 866-834-7949 to the attention of Justin Wilhelm.
- 8) 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-I Settlement statement.
- 9) Upon satisfaction of the above conditions, Wells Fargo will:
 - Release its mortgage or deed of trust.
 - Report forgiveness of debt to the Internal Revenue Service ("IRS") as may be required by current IRS regulations. It is the borrower's responsibility to consult with his or her tax advisor regarding any tax implications of the short sale transaction.
 - Report the account that is the subject of the short sale transaction to the credit bureaus to
 whom Wells Fargo reports consumer account information as a charge-off. Wells Fargo will
 not change the historical payment record to reflect a history other than the actual payment
 history.
- 10) If the account that is the subject of this short sale letter agreement 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 letter agreement.

Page 3 Account # July 30, 2009

Should any creditor request details regarding the status and payment history of the account, a copy of this letter will be provided. For further assistance, please contact us at the number listed below or by facsimile at 866-834-7949.

Sincerely,	Man
Justin Wilhelm Collections Servicing 866-970-7821 Ext. 48827	EAM
866-970-7821 Ext. 48827 ACCEPTED BY:	
X	Date
Borrower l	Date
<u>X</u>	Date
Borrower 2 N/A	Date
x	
Borrower 3 N/A	Date
x	
Borrower 4 N/A	Date
BOILOMEI 4 IN W	

The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.



June 25, 2009



RE: Conditional Approval of Request for Short Sale

Account #: Property: Buyer(s): TBD

Dear Borrower(s):

The purpose of this letter is to confirm that Wells Fargo Bank, N.A. ("Wells Fargo") has conditionally approved your request for a short sale of the above-referenced Property. This approval is valid only for a sale in connection with the above-reference Buyer(s) and for a sale closing by (7/25/2009), if not closed by this date you will need to get a new approval letter from Wells Fargo.

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This approval of a short sale with respect to the above-referenced Property is conditioned on your compliance with all Short Sale Guidelines, which have previously been provided. Short sale approval will not be final unless and until a Final Short Sale Approval Letter has been executed by Wells Fargo and written acceptance of the terms of the Final Short Sale Approval Letter is made by you. If a signed copy of Final Short Sale Approval Letter is not received by the required due date and/or is altered in any manner, the approval becomes null and void. Only upon satisfaction of all terms of the Final Short Sale Approval Letter, will Wells Fargo release its mortgage or deed of trust on the Property.

The Property must be sold "as is" for purchase price of not less than \$571,000.00; the amount paid to Wells Fargo must be \$6,100.00 or greater. Wells Fargo is entitled to all proceeds from the sale except those necessary to pay off any senior liens and customary seller's closing costs. The real estate agents' commission shall be no greater than 6.000% of the contract sales price. The borrower(s) is to net \$0.00 (zero) from the sale.

Should you have any questions, please feel free to contact us at the number listed below.

Sincerely,

Babara Lamotte Collections Servicing 866-970-7821 Ext. 49129

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