

Chase  
Po Box 469030  
Glendale, CO 80246-9030



February 20, 2012

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[REDACTED]  
West Richland, WA 99353-0000

**Conditional Approval of Sales Contract**

JPMorgan Chase Bank, N.A. Account: [REDACTED] (the "Loan")

Borrower(s): [REDACTED] (the "Seller")

Property Address: [REDACTED]  
Sultan, WA 98294-0000 (the "Property")

Buyer: [REDACTED] (the "Buyer")

Dear Closing Agent:

JPMorgan Chase Bank, N.A. ("Chase") has preliminarily approved the sales contract for the property above for \$109,000.00, between the seller and the buyer. **Please be advised this is not the final approval for the referenced sale.**

Once the final HUD-1 is approved, closing instructions will be issued, and the closing may occur. **The property must be free of liens other than the lien for this loan at the time of closing.** Please be aware that should the sale on the property proceed as outlined, our acceptance of this short sale will be reported to the various credit reporting agencies and may negatively affect the seller's credit. Proceeding with this transaction may have implications on the seller's state or federal tax liability; the seller should consult a tax advisor for additional information.

Below we have detailed both the expected seller closing costs and the minimum amount of proceeds to be received by Chase.

Expected Seller Closing Costs	
Realtor Commission	\$6,540.00
Taxes	\$894.23
HOA Transfer Fee	\$675.00
Closing Fee	\$750.00
Title Insurance	\$750.00
Other: Excise Tax of \$1,897.40, and Sewer Charge Lien Fee of \$1,760.44	\$3,657.84
<b>Total Seller Closing Costs</b>	<b>\$13,267.07</b>

<b>Minimum Net Proceeds to Lender</b>	
Sales Price	\$109,000.00
- Seller Closing Costs	\$13,267.07
<b>Total Minimum Net Proceeds to Be Received by the Lender</b>	<b>\$95,732.93</b>

Under no circumstances will Chase accept less than the approximate net amount stated, and we may require additional funds if actual costs are less than those provided by the escrow company.

**The closing must occur on or before 03/28/2012.** Because this approval is based on figures good through this date, the lender must be advised if there is a postponement of the closing. Additionally, should any variances occur in the approved transaction, Chase must be contacted to approve the changes in writing. The lender is under no obligation to approve the changes. If the lender does not approve changes, it may rescind approval of the sale. **If the closing date is extended, interest per diem may be assessed (at a rate of \$36.51 per day).**

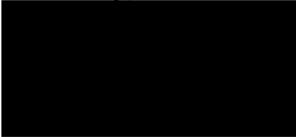
Further requirements of this approval are as follows:

1. Any required seller contributions are to be paid at closing regardless of net from the sale. The lender shall not accept less than the stated net amount. The seller shall be responsible for any additional costs, which may cause the true net amount to be less than the net amount stated.
2. Neither the seller nor the buyer are to receive any proceeds from the sale of the property. All proceeds, refunds, and/or overages must be remitted to Chase. If there is any positive escrow balance, it will not be refunded to the seller. These funds will be applied toward any remaining deficiency balance on the above-referenced Loan.
3. **The final proposed HUD-1 settlement statement must be faxed to the Lender for final approval no later than 72 hours before the closing date (excluding weekends and holidays) or the Lender may rescind its approval of the sale. Once the closing statement is received and approved, closing instructions will be sent to the closer.**
4. All prorations are to be figured to the date of closing and are considered final. Tax prorations are to be based on not more than 100% of actual taxes due and payable.
5. Chase requires that full disclosure, including all details of the transaction, be made on the part of both the buyer and the seller on the HUD-1 form. If Chase finds that full disclosure was not made at the time of this approval, the approval becomes null and void.
6. If the title to the property is transferred, in whole or in part, prior to the close of escrow, Chase will rescind this approval without further notice.
7. No substitution of the seller or buyer can be made prior to the close of escrow, or Chase will cancel this approval without further notice.
8. If a bankruptcy is filed by the seller, the terms and conditions of this letter will become Invalid.
9. **This conditional approval supersedes all other agreements and applies only to the above-referenced loan. Any additional loans/liens from the seller or any other party in favor of Chase or any affiliated entity, whether on this property or otherwise, are excluded from the terms of this letter.**
10. **Chase agrees to release its security interests in the above collateral upon receipt of \$95,732.93 in U.S. certified funds. This amount is for the release of security interest only and will also be contingent upon the closing instructions being followed in their entirety. Any deficiency balance remaining on the loan secured by the above-referenced property will be waived.**

**If the final closing instructions are not followed in their entirety, the lien will not be satisfied, and the proceeds check will be returned.**

If you have questions, please call us at the telephone number listed below.

Sincerely,



Chase  
(866) 222-5920 x [REDACTED]  
866-837-2043 Fax  
800-582-0542 TDD / Text Telephone  
www.chase.com

<p><b>Your dedicated Customer Assistance Specialist is:</b></p> <p>[REDACTED]</p> <p>Direct phone number: (877) 496-3138 ext. [REDACTED]</p>
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Enclosure(s)

- Affidavit of Arm's Length Transaction

cc:



[REDACTED]  
Sultan, WA 98294-0000

**NOTICES APPLICABLE TO THE BORROWER(S)**

**We are a debt collector.**

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.**

LM647

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] SULTAN, WA, 98294-0000 (the "Property") will be sold by the Seller to the Buyer.

Chase (the "Lender") owns or is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Lender, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$95,732.93 to resolve its loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The sale of the Property is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise.
2. There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Lender.
3. There are no agreements, understandings or contracts between the parties that the Seller(s) will remain in the Property as a tenant or later obtain title or ownership of the Property, except to the extent that the Seller(s) is permitted to remain as a tenant on the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation.
4. Neither the Seller(s) nor the Buyer(s) will receive any funds or commission from the sale of the Property. The Seller(s) may receive a payment if it is offered by the Lender and reflected on the HUD-1 Settlement Statement. Any incentive payments will be paid at the time of closing and will be reflected on the HUD-1 Settlement Statement.
5. All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and will be reflected on the HUD-1 Settlement Statement.
6. The Buyer acknowledges that he/she is not an employee of JPMorgan Chase Bank, N.A., or an employee of any of JPMorgan Chase Bank, N.A.'s affiliates, including those associates on assignment through a provider of temporary employment (collectively, an "Employee").
7. Each signatory understands, agrees and intends that the Lender is relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Property and agreement to the sale of the Property.
8. A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Lender for any and all loss resulting for the misrepresentation including, but not limited to repayment of the amount of the reduced payoff of the Property.
9. Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability.
10. The certification will survive the closing of the transaction.

I/We declare under penalty of perjury under the laws of the State of Washington that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Buyer 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

As a reminder, the signed Affidavit of Arm's Length Transaction must be sent at closing to the address provided below.

**Overnight Mail:** Chase  
710 South Ash Street, Suite 200  
Glendale, CO 80246-1989

**LM647**

**BORROWER CONTACT INFORMATION UPDATE FORM**

Account: [REDACTED]

Borrower(s): [REDACTED]

Property Address: [REDACTED]  
Sultan, WA 98294-0000

Name of Borrower(s) Requesting Update \_\_\_\_\_  
\_\_\_\_\_

Borrower's New Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Borrower's New Home Phone Number \_\_\_\_\_

Borrower's New Work Phone Number \_\_\_\_\_

BY SIGNING BELOW,

The borrower(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the borrower's mailing address and phone number.

Borrower 1 \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Borrower 2 \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this completed form by fax to 866-837-2043.

**Hardship Affidavit Form**

**Borrower Information**

Borrower Name (first, middle, last): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Co-Borrower Name (first, middle, last): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Property/Loan Information**

Property Street Address: \_\_\_\_\_

Property City, ST, Zip: \_\_\_\_\_

Servicer: \_\_\_\_\_

Loan Number: \_\_\_\_\_

In order to be evaluated for a foreclosure prevention alternative ("Foreclosure Prevention Alternative") offered by \_\_\_\_\_ ("Servicer"), I am submitting this form to the Servicer and indicating by my checkmarks the one or more events that contribute to my difficulty making payments on my mortgage loan.

I am having difficulty making my monthly payment because of financial difficulties created by:  
(check all that apply)

My household income has been reduced. For example: unemployment, underemployment, reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.

My monthly debt payments are excessive, and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.

My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.

My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Hardship Affidavit Form**

**Borrower/Co-Borrower Acknowledgement and Agreement**

1. I certify that all of the information in this Hardship Affidavit is truthful and the event(s) identified above has/have contributed to my need for a Foreclosure Prevention Alternative relating to my mortgage loan.
2. I understand and acknowledge the Servicer may investigate the accuracy of my statements, may require me to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
3. I understand the Servicer may pull a current credit report on all borrowers obligated on the note relating to my mortgage loan.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I do not provide all of the required documentation, the Servicer may cancel a Foreclosure Prevention Alternative and may pursue foreclosure on my home.
5. I certify that I have not received a condemnation notice on my property.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer may use this information to evaluate my eligibility for a Foreclosure Prevention Alternative, but the Servicer is not obligated to offer me assistance based solely on the representations in this Hardship Affidavit.
8. I understand that the Servicer may collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Foreclosure Prevention Alternative offered by the Servicer to any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s).

\_\_\_\_\_  
Borrower Signature                      Date

\_\_\_\_\_  
Co-Borrower Signature                      Date