



BAYVIEWSM
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

July 27, 2012

Borrower:

[REDACTED]

MARYSVILLE, WA 98270



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Loan Number: [REDACTED]

Property Address: [REDACTED]

MARYSVILLE, WA 98270

Dear Customer:

Bayview Loan Servicing, LLC is acting as agent for your servicer, M&T Bank. We are pleased to advise you that you have been approved for a pre-foreclosure sale. This approval is subject to the terms listed on the attached page.

Please do not hesitate to contact us if you need additional information or clarification.

Sincerely,

[REDACTED]

[REDACTED] Asset Manager
Bayview Loan Servicing, LLC
Phone Number: (877) 361-1868 Monday - Friday 9:00 a.m. - 6:00 p.m., ET
Fax Number: (305) 260-1416

Bayview Loan Servicing, LLC is attempting to collect a debt and any information will be used for that purpose. If you are in Bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the property.

Learn How Seattle Short Sales, Inc.

Can Help You Short Sale Your Property

<http://SeattleShortSales.com>

1-800-603-3525

**PRE-FORECLOSURE SALE TERMS
(SHORT-SALE)**

Date: July 27, 2012
Loan Number: [REDACTED]

We have approved the above referenced pre-foreclosure (short) sale, with the following stipulations:

- AS - IS purchase price to be **\$199,000.00** .
- The closing must occur on or before **08/30/2012**.
- The seller(s) are NOT to receive any proceeds from the sale of the property. The seller(s) must sign and return this approval at least 24 hours before closing.
- The HUD-1 Settlement Statement must be signed by all parties at closing. A copy of the **unsigned prepared HUD-1 Settlement Statement** must be faxed to us at (305) 260-1416 at least 24 hours before closing.
- A copy of the final title work showing clear title should be sent to this office upon closing.
- The Affidavit of Arms Length Transaction must be signed by seller and buyer.
- A copy of the **SIGNED HUD-1 Settlement Statement** must accompany the payoff check(s). The signed HUD-1 must match the unsigned, approved HUD-1. Payoff funds in the amount of not less than **\$173,781.10** must be sent via Wire or overnight mail immediately after closing to the following address:

M&T Bank
Cash Processing
One Fountain Plaza
Buffalo, NY 14203
Attn: [REDACTED]
Re: Loan # [REDACTED]

Wire Instructions:
ABA# [REDACTED]
Acct # [REDACTED]
To Bank: M&T Bank, Buffalo, NY
Name of Account: M&T Residential Mortgage
Re: Loan # [REDACTED]

• Settlement Breakdown:

Sales Price:	\$199,000.00
Commission:	\$11,940.00
2nd Lien Allowable:	\$3,218.58
Taxes & Closing Cost:	\$10,060.32
Net Sales Proceeds:	\$173,781.10 - Payable to M&T Bank

- Upon receipt of the net sales proceeds, we will issue a discharge of mortgage and will not pursue deficiencies on approved short sale as long as all parties have acted in good faith before, during and after the short sale closes.

Name: _____ Date: _____
[REDACTED] (Seller)

Name: _____ Date: _____
[Redacted] (Seller)



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AFFIDAVIT OF "ARMS LENGTH TRANSACTION"

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)", respectively, are involved in a real estate transaction whereby the real property commonly known as:

██████████ MARYSVILLE, WA 98270

("Property") will be sold by Seller(s) to Buyer(s).

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction" meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this affidavit as an agent for either Seller(s), Buyer(s) or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer(s) or agent of Buyer(s) are acting in the best interest of Seller(s) or the Borrower(s) or the Mortgagee(s).
3. No Buyer(s) or agent of Buyer(s) shares a business interest with the Seller(s) or the Mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
6. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
7. Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by deed of trust or mortgage encumbering the Property.
8. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.
9. I declare that statements made in this Affidavit are true and correct.



By: _____ Date: _____
██████████ SELLER)

By: _____ Date: _____
██████████ (SELLER)

By: _____ Date: _____
Name: ██████████ (BUYER)

By: _____ Date: _____
Name: N/A (BUYER)

SELLER NOTARY ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, before me, _____ a notary public for and within the said county, personally appeared, _____, as the Borrower(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) on the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

By: _____
Notary Public: _____
My Commission Expires: _____



BUYER NOTARY ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, before me, _____ a notary public for and within the said county, personally appeared, _____, as the Borrower(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) on the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

By: _____
Notary Public: _____
My Commission Expires: _____