

Chase  
P.O. Box 469030  
Glendale, CO 80246-9030



August 13, 2012

**Learn How Seattle Short Sales, Inc.**

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**1-800-603-3525**

[REDACTED]  
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**Conditional approval of sales contract: FHLMC non-deficiency**

JPMorgan Chase Bank, N.A. Account: [REDACTED]

Borrower(s): [REDACTED]  
Property Address: [REDACTED]

Bellingham, WA 98229-0000

Buyer: [REDACTED]

Dear Closing Agent:

We're writing to let you know that we have preliminarily approved the sales contract for the Property above for \$117,000.00, between the Seller and the Buyer. **Please be advised this is not the final approval for the referenced sale.**

**What happens next**

1. **Once the final HUD-1 is approved, follow our closing instructions included in the HUD-1 approval mailing. Then you may conduct the closing.** *The Property must be free of liens at the time of closing.* Please be aware that if the sale on the Property moves forward 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 may consult a tax advisor for additional information.
2. **The closing must occur on or before September 30, 2012.** Because this approval is based on figures good through this date, please notify us if the closing is postponed. Additionally, if any variances occur in the approved transaction, we must be contacted to approve the changes in writing. Chase is under no obligation to approve the changes and if Chase does not approve changes, the sale may be cancelled.

**If the closing date is extended, interest per diem may be assessed (at a rate of \$26.66 per day).**

3. **Fax the final proposed HUD-1 Settlement Statement to Chase at 866-837-2043 for final approval no later than 72 hours before the closing date (excluding weekends and holidays).**

Further requirements of this approval are as follows:

1. All required Seller contributions are to be paid at closing regardless of net from the sale. Chase shall not accept less than the minimum net proceeds to be received. 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. **As stated above, the final proposed HUD-1 Settlement Statement must be faxed to Chase at 866-837-2043 for final approval no later than 72 hours before the closing date (excluding weekends and holidays) or Chase may cancel 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 cancel 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.**

**Chase agrees to release its security interests in the above collateral upon receipt of \$108,597.44 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.**

Detailed below are the expected seller closing costs and the minimum amount of proceeds Chase will receive.

Expected Seller Closing Costs	
Realtor Commission	\$7,020.00
Taxes	\$851.96
HOA Dues	\$1,668.00
Closing Fee	\$750.00
Title Insurance	\$1,025.00
Excise Tax	\$2,087.60
<b>Total Seller Closing Costs</b>	<b>\$13,402.56</b>

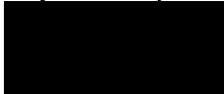
Expected Credits	
Cash at closing	\$5,000.00
<b>Total Credits</b>	<b>\$5,000.00</b>



<b>Minimum Net Proceeds to Lender</b>	
Sales Price	\$117,000.00
- Seller Closing Costs	(\$13,402.56)
+ Total Credits	\$5,000.00
<b>Total Minimum Net Proceeds to Be Received by the Lender</b>	<b>\$108,597.44</b>

Under no circumstances will Chase accept less than the minimum net proceeds to be received, and we may require additional funds if actual costs are more than those provided by the escrow company.

**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.



  
 Chase  
 877-496-8795 x-  
 866-837-2043 Fax  
 800-582-0542 TDD / Text Telephone  
[www.chase.com](http://www.chase.com)

<p><b>Your dedicated Customer Assistance Specialist is:</b></p>  Direct phone number: 206-575-7982
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Enclosure(s)

- Waiver of Funds
- Affidavit of Arm's Length Transaction with Notary Certification
- Borrower Contact Information Update Form

### **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.**

**WAIVER OF FUNDS**



Bellingham, WA 98229-0000

Account:  
Borrower(s):



Property Address:

Bellingham, WA 98229-0000

This letter will confirm that we relinquish all rights to receive any of the following monies in connection with the approved short payoff of the above referenced loan.

- Escrow Balance
- Buydown Funds Balance
- Loss Draft Proceeds
- Property Tax Refunds
- Hazard Insurance Refunds

**Seller 1**

**Seller 2**

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

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

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

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

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

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

**Seller 3**

**Seller 4**

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

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

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

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

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

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

## **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, ratified on [REDACTED] commonly known as [REDACTED] BELLINGHAM, WA, 98229-0000 (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 \$117,000.00 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 that, to the best of each signatory's knowledge and belief:

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 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, approved by Freddie Mac 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. All Chase Mortgage Banking employees are prohibited from purchasing homes through a short sale where Chase is the lender or servicer. However, JPMorgan Chase employees who are not employed in Mortgage Banking may purchase homes involved in a short sale that secure loans owned or serviced by Chase.
7. Each signatory understands, agrees and intends that the Lender and Freddie Mac are 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 and Freddie Mac 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.

In the event the closing agent to the sale is prohibited from signing the affidavit by applicable local, state, or federal law, the Servicer may waive the closing agent's signature requirement upon request. The Servicer must condition the waiver upon the closing agent's agreement that it will not also act as the closing agent on a subsequent transaction involving the Mortgaged Premises within one year of closing the short payoff transaction. In all other circumstances, signatures from all parties identified above are required as a condition to Freddie Mac's agreement to accept a short payoff of the Mortgage.

If a party reveals an agreement, understanding or contract relating to the current sale or subsequent sale of the Mortgaged Premises that indicates the transaction is not an "arm's length" transaction, that the purchaser intends to re-sell the Mortgaged Premises in 120 days or less without having substantially refurbished or added value to the Mortgaged Premises, or otherwise indicates bad faith, collusion or fraud on the part of the parties, the Servicer must withdraw agreement to the short payoff of the Mortgage and immediately notify Freddie Mac at mortgage\_fraud\_reporting@freddiemac.com.

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 2**

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

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

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

**Buyer 3**

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

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

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

**Buyer 4**

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

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

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

**Seller 1**

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

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

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

**Seller 2**

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

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

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

**Seller 3**

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

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

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

**Buyer's Agent**

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

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

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

**Seller 4**

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

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

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

**Seller's Agent**

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

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

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

**BORROWER CONTACT INFORMATION UPDATE FORM**

Account: [REDACTED]

Borrower(s): [REDACTED]

Property Address: [REDACTED]  
Bellingham, WA 98229-0000

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.



**NOTARY CERTIFICATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is subscribed to the within instruments and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. I certify UNDER PENALTY OF PERJURY under the laws of the state of \_\_\_\_\_ that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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