

December 17, 2012

[REDACTED]
Seattle, Wa 98109



Loan Number: [REDACTED]
Property address: [REDACTED]
Seattle, WA 98109

SUBJ: Short Sale Offer Accepted

Fidelity Bank has accepted the current offer for purchase of the above mentioned property through the Short Sale Program. The accepted purchase price is \$145,700.00 with expected net proceeds to Fidelity Bank of \$132,349.00. A contribution of \$2,500.00 must be paid at closing and a \$10,000.00 promissory note must be signed and returned to Fidelity Bank.

Closing must take place on or before January 10, 2013 and proceeds and requested documents are received on or before January 17, 2012 or Fidelity Bank will have no choice but to close the file. If all of the terms and conditions of this agreement are met, upon sale and settlement of the property, Fidelity Bank will prepare and send for recording a lien release in full satisfaction on the mortgage.

The difference between the remaining amount of principal you owe and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099C, as debt forgiveness. In some cases, debt forgiveness could be taxed as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.

Wiring instructions along with overnight address will be attached. If you have any questions contact me at or 1-800-565-6644 ext [REDACTED]

Sincerely,

[REDACTED]
Loss Mitigation Specialist

cc. [REDACTED]

Learn How Seattle Short Sales, Inc.

Can Help You Short Sale Your Property

<http://SeattleShortSales.com>

1-800-603-3525

Address Change Affidavit



Seattle, Wa 98109

I _____ certify that my new mailing address and phone number are:

Address 1: _____

Address 2: _____

City, State, ZIP: _____

Phone Number (cell): _____

Phone Number (home): _____

All mailing communications between the undersigned and Fidelity Bank will be sent to the address above.



Signature

Date

AFFIDAVIT OF "ARM'S 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 _____ ("Property") will be sold by Seller(s) to Buyer(s).

Fidelity Bank ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, 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 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 or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(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. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
7. 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.
8. 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 a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I 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.

Seller

Seller

Date

Date

Print Name

Print Name

Buyer

Buyer

Date

Date

Print Name

Print Name

Seller's Agent

Buyer's Agent

Date

Date

Print Name and Company

Print Name and Company

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument 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.

(seal)

Signature _____
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 name is subscribed to the within instrument 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.

(seal)

Signature _____
STATE OF _____)
COUNTY OF _____)

Short Sale Wiring Instructions

OUR WIRE INFORMATION IS AS FOLLOWS: FIDELITY BANK WICHITA, KANSAS

ABA ROUTING #

GL ACCOUNT #

FOR CREDIT TO

LOAN NUMBER




Overnight Address

100 E. English

Wichita, KS 67201

316-268-7379

@fidelitybank.com

Closing Instructions:

The following must be returned with the proceeds

- Executed HUD1 reflecting both the buyer and seller information
- Executed Assignment of Funds/Refunds & Right to Cancel
- Executed Affidavit of "Arm's Length Transaction"
- Executed Address Changes Affidavit
- Signed Promissory Note

Assignment of Funds/Refunds & Right to Cancel



Seattle, Wa 98109

RE: Short Sale

For consideration received the undersigned does hereby assign and/or transfer their rights to any refunds of insurance or taxes which have been paid on the above referenced property to **Fidelity Bank**.

Right to Cancel- I/We grant Fidelity Bank the right to cancel any active Insurance policies on the above mentioned property and to claim any refunds due from said policies.

By signing below I/We certify that any refunds that would normally be paid to the seller after the closing are hereby assigned to **Fidelity Bank its successors or assigns** as a consideration for allowing the property to be sold through the Pre-Foreclosure sale program.

We acknowledge that a copy of this document with our signatures can be used by Fidelity Bank in order to cancel active policies and/or procure such refunds due (if any).



Date

Date