



**APPROVED PROPERTY SALE**

February 28, 2013

Loan #: [REDACTED]  
Seller (s): [REDACTED]  
Property address: [REDACTED]  
EDMONDS, WA 98026

Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC ("Nationstar Mortgage") approves the sale of the above referenced property that will result in a short payoff of the mortgage.

Upon meeting all the conditions specified in this letter, Nationstar Mortgage agrees to (1) file a withdrawal of the Notice, 2) provide any documents necessary for release of mortgage after we receive the required funds, and 3) waives the right to collect that amount that constitutes full payment of the secured debt. The amount of debt outstanding as of the date of this letter is \$416,196.40.

**Possible Income Tax Considerations:** The difference between the remaining amount of principal you owe and the current market value of the property must be reported to the internal revenue service (IRS) on Form 1099-C as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS (www.irs.gov) or your tax preparer to determine if you may have any tax liability.

**Possible Credit Considerations:** The short sale will be reporting to the credit reporting agencies as "Account legally paid in full for less than the full balance". For more information on credit, please visit the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).

Nationstar Mortgage approval is contingent upon the following:

- 1.) The closing must occur on or before 04/15/2013 by noon (CST)
- 2.) Prior to releasing any funds to a subordinate mortgage/lien holder(s), the servicer through its agent must obtain written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. A copy of the written commitment provided by the subordinate lien holder must be sent to the servicer with the final HUD-1 Settlement Statement which is provided in advance of the closing for approval
- 3.) The approved buyer(s) is/are [REDACTED]
- 4.) The approved Gross Sales price is \$160,000.00
- 5.) Allowable closing costs are limited to the following:
 

a. Commissions	\$9,600.00
b. Total Other Closing Costs	\$7,919.00
c. Negotiated Subordinate Lien Release (if applicable)	\$000,000.00
d. Seller's Concessions (if applicable)	\$000,000.00
e. Relocation Assistance (if applicable)	\$000,000.00
f. Extension Fee (if applicable)	\$000,000.00
- 6.) The seller(s) must not receive any proceeds from the short sale transaction, unless otherwise approved by Nationstar Mortgage as advised in section 5 of allowable closing costs.
  - a. Any proceeds from impound will be applied to the deficiency.
- 7.) The total Seller's Cash Contribution required at closing is \$000,000.00.
- 8.) In addition to the Cash Contribution at closing (as stated in section 7), the seller is also required to execute a promissory note in the amount of \$000,000.00. A promissory note will not need to be executed at the time of closing if the amount required is \$0.00.

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

**Can Help You Short Sale Your Property**

<http://SeattleShortSales.com>

**1-800-603-3525**

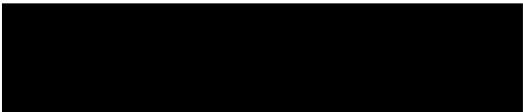
- 9.) Net proceeds must meet or exceed \$142,481.00 includes any Seller's Cash Contribution at the time of closing.
- 10.) The short sale transaction must be an "Arms Length" transaction, and the attached Arms Length Affidavit (if provided) must be signed at closing and returned.
- 11.) All Final HUD-1 Settlement Statements must be submitted via Equator.com for final approval at least 3 days prior to closing.
- 12.) If the approved terms above change in any way, are delayed, or cancelled please notify Nationstar Mortgage thru Equator messaging immediately. Any changes needed within 10 business days of the closing date may not be eligible for approval or may delay the final closing date.
  - a. Nationstar Mortgage, LLC reserves the right to charge a per diem for any delays.
- 13.) The foreclosure process will/may continue during the short sale transaction. Please be advised that if a foreclosure sale is pending, the foreclosure date will not be postponed to allow this short sale closing.
- 14.) All short sales of loans that have mortgage insurance coverage are subject to mortgage insurer approval.
- 15.) All funds from the sale must be wired to:

Wells Fargo Bank  
 420 Montgomery Street  
 San Francisco, CA 94104  
 Routing # [REDACTED]

Account # [REDACTED]

Funds received after 3:00pm Central Time may be posted on the following business day. Please include the Mortgagor's Loan Number on all correspondence. Loan number and Borrower name must be attached to the wire. If the funds received are less than the net proceeds approved in this letter, the funds will be returned.

- 16.) The ARMS Length Affidavit (if required), wire confirmation, final settlement statement, and this seller signed approval letter must be uploaded through the final task via Equator.com the same business day of closing. Any delays in receiving these documents may result in the return of the wire and cancellation of this approval.



Foreclosure Prevention Manager  
 Ph: 866-312-2432 x [REDACTED]

\*\*\*IMPORTANT NOTICE\*\*\*

We reserve the right to adjust any portion of this statement at any time for one or more of the following reasons, but not limited to: recent advances, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and/or inadvertent clerical errors. This payoff estimate does not waive our rights to collect any funds which become due on this account as a result of any subsequent adjustments. Additionally, Nationstar Mortgage LLC will not provide reconveyance or release of the Security Instrument until the net proceeds and all other items required above have been received.

\_\_\_\_\_  
 [Borrower 1 Printed Name]                      Date

\_\_\_\_\_  
 [Borrower 2 Printed Name]                      Date

\_\_\_\_\_  
 [Borrower 1 Signature]                      Date

\_\_\_\_\_  
 [Borrower 2 Signature]                      Date



## Short Sale Affidavit

Loan # [REDACTED]

Investor: Freddie Mac

Property address: [REDACTED]  
Edmonds, WA 98026

Seller(s): [REDACTED]

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Sellers(s) are permitted to remain as tenants in 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;
- (c) Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement;
- (d) 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 Servicer;
- (e) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (f) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (g) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (h) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- (i) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to

civil and/or criminal liability.

\_\_\_\_\_  
[Seller 1] \_\_\_\_\_ Date

\_\_\_\_\_  
[Seller 2] \_\_\_\_\_ Date

\_\_\_\_\_  
Seller's Broker \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Escrow/Closing Agent \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Other Party (if applicable) \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
[Buyer 1] \_\_\_\_\_ Date

\_\_\_\_\_  
[Buyer 2] \_\_\_\_\_ Date

\_\_\_\_\_  
Buyer's Broker \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Other Party (if applicable) \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Other Party (if applicable) \_\_\_\_\_ Date  
Print Name: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, all parties personally appeared before me  
\_\_\_\_\_, 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 acknowledged 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), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

Witness my hand and official seal  
\_\_\_\_\_  
Notary Public My appointment expires: \_\_\_\_\_