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KEYBANK NATIONAL ASSOCIATION  
Attn: Payment Processing  
Mail Stop: OH-01-51-0560  
4910 Tiedeman Rd  
Brooklyn, OH 44144

NOTICE DATE: January 23, 2013



FUYALLUP, WA 98374-9294

ACCOUNT NO: [REDACTED]

PROPERTY ADDRESS:  
[REDACTED]  
FUYALLUP, WA 98374

Dear [REDACTED]

KeyBank hereby informs you that, per your request, the Short Sale offer on your property has been approved. As outlined in this letter (the "Short Sale Agreement"), KeyBank will release its lien on the Property (as shown above). Any payment made to KeyBank as a result of the sale will be credited to your account. As we discussed, the payment will not be sufficient to pay off your loan. As a result of the sale of your property, you will no longer comply with your loan covenant under which you promised to maintain the property as security for the loan. Accordingly, the loan will be charged off and this event will be reported to credit reporting agencies. However, you will remain liable to repay the loan balance as provided below.

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What This Means to You as the Seller

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KeyBank has agreed to accept a short payoff ("Short Sale") for the above-referenced Property and loan(s). Please accept this letter as KeyBank's formal demand statement to be used by the closing agent. Please be aware that no additional statement will be issued.

This letter is to confirm that KeyBank approves the sale price submitted of \$260,750.00. KeyBank agrees to release its lien on the referenced Property upon receipt of \$6,000.00 as a Short Sale. This amount will not pay off the account and you will be responsible for the deficiency balance. As part of this agreement, this account will be blocked. Please note if the short sale does not close, then we will pursue all remedies under our note and mortgage.

SHS01

Initials \_\_\_\_\_

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

**Can Help You Short Sale Your Property**

**<http://SeattleShortSales.com>**

**1-800-603-3525**

Detailed below are the conditions of this approval, along with necessary next steps that will need to be completed by the dates and/or timeframes noted. Please read through all the information carefully, and call our Workout Team at 1-866-976-2815 if you have any questions.

BConditions of the Short Sale Approval

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The conditions of your short sale approval are as follows:

1. You must comply with all terms and conditions of the Short Sale Agreement.
2. Any changes to the terms and conditions contained in this request for approval of Short Sale or alternative request for approval of Short Sale between you and the buyer must be approved by KeyBank in writing. KeyBank is under no obligation to approve such changes. Similarly, any changes to the facts or representations that you have stated in your request for approval of Short Sale or alternative request for approval of Short Sale must be approved by KeyBank in writing.
3. If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
4. Closing must take place no later than 90 days from the date of this letter or this approval is void. If an extension is requested and/or approved, interest will be charged per day through closing.
5. Another buyer cannot be substituted without the prior written approval of KeyBank. The buyer may not alter how he will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust or any other legal entity.
6. Net proceeds to KeyBank to be no less than \$6,000.00.
7. There cannot be any liens or claims to the property other than those recognized and accounted for in the HUD-1 approval, on which this approval is based. The closing agent must obtain a written commitment from all lien holders that it will release the borrower from all claims and liability relating to the lien in exchange for receiving the agreed upon payoff amount.
8. All funds must be wired or sent via certified funds. Please be advised that any other form of payment of funds will be returned.
9. KeyBank reserves the right to revoke and/or modify the terms and conditions of this Short Sale approval in the event that 1) any information provided and used as the basis of our approval changes and/or 2) if we discover any evidence of fraud and/or misrepresentation by any parties involved in the transaction and/or 3) funds have been received no later than 90 days from the date of this letter.

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What You Should Know

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The deficiency is the difference between: (1) the remaining amount due under the mortgage note and mortgage or deed of trust; and (2) the current market value of the property plus any cash contribution you make or amount you agree to repay in the future.

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Initials \_\_\_\_\_

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After the completion of your sale, if your account is active, it will be

subject to charge off. This is an accounting entry on KeyBank's books and does not relieve you from your obligation to repay the deficiency balance. However, the charge off will be reported to the credit reporting agency and may adversely affect your credit history. You may wish to discuss this impact with your attorney or credit counselor or some other professional who can advise you in this matter.

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If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer.

If Borrower participates in the Key Protect Program, Borrower agrees to the immediate termination of this participation on the Effective Date. Borrower will not be eligible to reapply for participation in the Key Protect Program for twenty four months commencing on the Effective Date; This period may be extended if Borrower fails to comply with the terms of the Note and Mortgage as amended by this Agreement. If Borrower reapplies to the Key Protect Program, Borrower will be required to meet any Key Protect participation requirements in effect at the time the Borrower reapplies including any eligibility requirement.

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Important Instructions for the Seller and Agent

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1. Payoff funds must be wired or sent via certified funds per the instructions below.

KeyBank  
Central Processing  
4910 Tiedeman Rd  
Brooklyn, OH 44144  
ABA 041-001-039

PLEASE NOTE: Wire transfers must include the loan number, borrower's name(s) and property address. If the funds cannot be properly identified, they will be returned.

2. A signed copy of this Short Sale agreement must be returned with the funds no later than 90 days from the date of this letter for this agreement to be effective.

Upon receipt of the above stated items, KeyBank will issue a release of lien on its mortgage loan. Please allow up to 90 days for the lien release to be issued upon receipt of funds. Include any instructions as to where the lien release or title should be mailed with an authorization form from the borrower.

If you have any questions please call a Workout Team representative at 1-866-976-2815. We look forward to working with you to complete your short sale.

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Initials \_\_\_\_\_

I accept the terms of the above outlined Short Sale agreement:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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