



Chase Home Finance LLC

Learn How Seattle Short Sales, Inc.

Can Help You Short Sale Your Property

March 1, 2011

<http://SeattleShortSales.com>

[Redacted]
Kirkland, WA 98033

1-800-603-3525

Short Sale Offer Confirmation

Chase Home Finance LLC Account:

Borrower(s):

Property Address:

[Redacted]

[Redacted] Kirkland, WA 98033

Dear [Redacted]

Chase Home Finance LLC ("Chase") is writing to confirm our acceptance of a Short Sale on the above-referenced account.

Chase agrees to release its security interest(s) in the above-referenced Property upon receipt of \$22,725.00 in certified U.S. funds. Any additional funds not previously disclosed which result from this Short Sale will also be due and payable to Chase, in addition to this amount. Chase requires that we approve the final HUD-1 Closing Statement prior to closing and further stipulates that no more than \$0.00 be given to the Seller(s). The amount paid to Chase is for the release of Chase's security interest(s), and we will waive the remaining deficiency balance on the account, totaling \$201,831.63 .

In order for us to release our current lien(s) on the Property and waive the remaining deficiency balance remaining after the Short Sale, you must send all of the following to Chase by 3/30/2011.

- Payment of not less than \$22,725.00 , in the form of certified or wired funds only, made payable to Chase Home Finance LLC, and sent by overnight mail or wire to:

Funds to be wired to:

The Chase Manhattan Bank

Bank # [Redacted]

ABA: [Redacted]

Customer: [Redacted]

Loan Acct#: [Redacted]

- One (1) signed and dated copy of this letter, faxed to [Redacted] This should be accompanied by the enclosed Borrower Contact Information Update Form, if applicable.
- One (1) certified copy of the HUD-1 Closing Statement in connection with the sale of the Property to [Redacted] pursuant to a purchase/sale contract in the amount of \$890,000.00 . If the HUD-1 Closing Statement shows that you will receive any additional proceeds, including but not limited to cash, notes, or goods, those proceeds must be paid to Chase Home Finance LLC, in addition to the amount set forth in the first bulleted item above. The HUD-1 should be faxed to [Redacted] 813-649-8384.



Please be sure to reference the Borrower name(s) and account number on all correspondence.

This offer becomes null and void if we do not receive funds and all required documents on the earlier of (1) one business day after the date of closing of the sale of the Property after all necessary approvals from us are obtained, or (2) 3/30/2011. Please be aware that our acceptance of this Short Sale is reported to various credit bureau reporting agencies, which may have an adverse effect on the Borrower's credit rating.

Chase also reports forgiveness of debt to the IRS. Proceeding with this transaction may have implications on the Borrower's state or federal tax liability; the Borrower may consult a tax advisor for additional information.

If you have any questions, please contact us at the number provided below. At Chase, we value you as a customer and want to ensure your continued satisfaction.

Sincerely,


Homeowner's Assistance Department
Phone - 877-419-6499 
(800) 582-0542 TDD / Text Telephone
Fax - 813-649-8384

Enclosures

1. Borrower Acknowledgement
2. Borrower Contact Information Update Form

For California customers, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at (877) FTC-HELP or www.ftc.gov.

Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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 has been 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 a demand for payment or an attempt to impose personal liability for such obligation.

BORROWER ACKNOWLEDGEMENT

Chase Home Finance LLC Account Number: [REDACTED]

Borrower(s): [REDACTED]

Property Address: [REDACTED] Kirkland, WA 98033

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and provisions contained in this letter. The Borrower also agrees to inform Chase Home Finance LLC of any changes in the Borrower's current mailing address until the full amount specified above has been paid.

[REDACTED]

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date)

(Date)

BORROWER CONTACT INFORMATION UPDATE FORM

Chase Home Finance LLC Account Number: [REDACTED]

Borrower(s): [REDACTED]

Property Address: Property Address: [REDACTED] Kirkland, WA 98033

Name of Borrower(s) Requesting Update: _____

Borrower's New Address: _____

Borrower's New Home Phone Number: _____

Borrower's New Work/Alternate Phone Number: _____

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 [REDACTED] Kirkland, WA 98033 ("Property") will be sold by Seller(s) to Buyer(s).

JPMorgan Chase Bank, N. A. ("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 _____ 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 / Owner

Date

Date

Print Name

Print Name

Barry Alavi - Buyer / Borrower

Shbnam Erfani

Date

Date

Print Name

Print Name

Agent / Realtor

Date

Date

Print Name and Company

Print Name and Company

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 _____)

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 _____)
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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 _____