



PNC Mortgage  
a Division of PNC Bank NA  
3232 Newmark Drive  
Miamisburg, Ohio 45342

Date: June 29, 2011

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

To:

[Redacted]

**Can Help You Short Sale Your Property**

Phone # 800-603-3525 ext [Redacted]  
Fax # 888-860-1314

<http://SeattleShortSales.com>

**1-800-603-3525**

Phone #  
Fax #

From: PNC Mortgage, a Division of PNC Bank NA

[Redacted]

Phone No.: 1-800-367-9305 X [Redacted]  
Fax No.: 937-910-4009  
Email: [Redacted]@pncmortgage.com

Subject: PNC Loan # [Redacted]

[Redacted]

**PLEASE SEND THE FOLLOWING TO MY ATTENTION:**

- 1a. Net proceeds check (Not Less Than) **\$121,508.97**
- 1b. Signed Promissory Note (If applicable)\* **\$0.00**
- 1c. Copy of check to the Second Mortgage Holder **\$1,000.00**
- 1d. Copy of Check From Seller **\$0.00**
- 2 Signed (buyer & seller) HUD-1 Settlement Statement
- 3 Signed Approval of Short Sale Closing Agreement
- 4 Signed Unearned Premium Refund Agreement
- 5 Signed Affidavit of "Arm's Length Transaction"
- 6 **NO MONEY IS TO BE GIVEN TO THE SELLERS  
AND THEY MAY NEED TO BRING FUNDS TO THE CLOSING**
- 7 Copy of Subordinate Lien Holder(s) Approval Letter(s), if applicable

\* Please note - All Promissory Notes MUST BE NOTARIZED



PNC Mortgage  
a Division of PNC Bank NA  
323 Newmark Drive  
Mansfield, Ohio 45342

Date: June 29, 2011

To:  
Fax Number:

From: PNC Mortgage, a Division of PNC Bank NA

Phone No.: 1-800-367-9305 X

Fax No.: 937-910-4009

Email: [REDACTED]@pncmortgage.com

Subject: PNC Loan # [REDACTED]

Seller's Name: [REDACTED]

Property Address: [REDACTED]

PUYALLUP WA 98372

**The entire PNC Mortgage Closing Package must be sent to the PNC Negotiator at the number listed above immediately after the closing:**

1. **SIGNED** HUD-1 Settlement Statement
2. **SIGNED** Approval Letter
3. Affidavit of "Arm's Length Transaction" **MUST BE SIGNED** by all parties (Both Agents, Buyer, Seller, and Settlement Agent)
4. **SIGNED** Unearned Premium Refund Agreement
5. **If Power of Attorney (POA), it MUST be approved 24 hours prior to closing**
6. **Copy of proceeds check**
7. Copy of Subordinate Lien Holder(s) Approval Letter(s), if applicable

**\*\*Failure to comply with these instructions could result in closing funds being returned.**



PNC Mortgage  
a Division of PNC Bank NA  
3232 Newmark Drive  
Miamisburg, Ohio 45342

June 29, 2011

**\*\* We must review a final HUD-1 prior to closing \*\***

**APPROVAL OF SHORT SALE CLOSING AGREEMENT**

TO:

Attention:  
Phone # :  
Fax # :

PNC Mortgage Loan #: [REDACTED]

SELLER'S NAME: [REDACTED]

BUYER'S NAME: [REDACTED]

0  
0  
0

PROPERTY ADDRESS: [REDACTED]

PUYALLUP WA 98372

SALES PRICE:	\$140,000.00	
CLOSING COST:	\$6,281.03	
Seller's Concessions:	\$4,200.00	
COMMISSION:	\$7,000.00	
Payment to Second Mortgage:	\$1,000.00	Payable to
Payment to HOA:	\$0.00	
CLOSING DATE:	July 29, 2011	OR BEFORE - OR THERE COULD BE ADDITIONAL CHARGES
Interest Per Diem:	\$0 per day after 7/29/2011	
PROMISSORY NOTE 1*:	\$0.00	0.00
PROMISSORY NOTE 2*:	\$0.00	
Cash from Seller:	\$0.00	

NET PROCEEDS: \$121,508.97 (No Less Than)

\* Please note - All Promissory Notes MUST BE NOTARIZED  
**NO MONEY IS TO BE GIVEN TO THE SELLERS AND THEY MAY NEED TO BRING FUNDS TO THE CLOSING**

**We require a fully executed copy of the signed HUD-1 Settlement Statement.**

PNC Mortgage will not be responsible for the payment of any real estate taxes including without limitation, the real estate taxes being paid twice. PNC Mortgage paid the last installment of taxes on April 4, 2011 in the amount of \$ :80.03

Any refunds related to this account or escrow balance remaining are payable to PNC Mortgage, a Division of PNC Bank NA and will not be refunded to the seller.

**VARIANCE IN THESE TERMS REQUIRE PNC'S APPROVAL.** We require the proceeds check by 48 hours after closing  
Please forward the proceeds and other documents to:

PNC MORTGAGE  
A DIVISION OF PNC BANK NA  
[REDACTED] Loss Mitigation Bldg 5  
Loss Mitigation QC/Closing Team  
3232 Newmark Drive  
Miamisburg, Ohio 45342

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Terms of the Short Sale

PNC Loan # [REDACTED]

We will prepare and record the Satisfaction of Mortgage/Deed of Trust. We will also report the Credit Bureau "legally satisfied for less than full debt".

**SPECIAL DISCLOSURES:**

PNC Mortgage, a Division of PNC Bank NA does not provide legal or tax advice. You are encouraged to seek advice from competent experts regarding the legal and tax consequences associated with any program we may offer.

If you agree with the terms please sign below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Forwarding Address

\_\_\_\_\_

Sincerely,

[REDACTED]

Loss Mitigation Department

PNC Mortgage

a Division of PNC Bank Na

Phone No.: 1-800-367-9305 ext. [REDACTED]

Fax No.: 937-910-4009

### UNEARNED PREMIUM REFUND AGREEMENT

Date: June 29, 2011

RE: PNC Mortgage Loan # [REDACTED]

Homeowner's Name: [REDACTED]

Property Address: [REDACTED]  
PUYALLUP WA 98372

Policy # [REDACTED]  
ALLSTATE INSURANCE

Expiration Date: February 28, 2012

Last Premium Paid: \$511.00

In accordance with a closing agreement executed with PNC Mortgage a Division of PNC Bank NA I/we hereby assign to PNC Mortgage a Division of PNC Bank NA all rights to cancel and receive any unearned insurance premiums.

Any refunds that are normally sent directly to the insured are to be forwarded to PNC Mortgage, a Division of PNC Bank NA pursuant to this request.

PNC MORTGAGE  
A DIVISION OF PNC BANK NA  
QC/Closing Department Loss Mitigation Bldg. 5  
3232 Newmark Drive  
Miamisburg, Ohio 45342

[REDACTED] \_\_\_\_\_ Date

[REDACTED] \_\_\_\_\_ Date

0 \_\_\_\_\_ Date

0 \_\_\_\_\_ Date

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

**Seller and Seller's Real Estate Agent**

Property Address: [REDACTED]  
PUYALLUP WA 98372

**By executing this affidavit Seller and Seller's Real Estate Agent certify under penalty;**

**Hereby affirm that this is an "Arm's Length Transaction" defined as:**

Seller and the Buyer are unrelated to each other by family, marriage or commercial enterprise.

There are no agreements, understandings or contracts between the parties that the borrower is permitted to remain as a tenant on the Mortgaged Premises.

Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises.

There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the lender and or servicer.

Seller and Buyer understands, agrees and intends that there is a reliance upon statements made in the affidavit as consideration for a reduction of the payoff amount of the Mortgage and agreement to the sale of Mortgaged Premises.

Seller and Buyer agree to indemnify the lender and or servicer for any and all loss resulting from any negligent or intentional misrepresentation made in this affidavit, including, but not limited to, the amount of the reduced payoff of the Mortgage.

Seller and Buyer understand that a misrepresentation may subject the responsible party to civil and/or criminal liability.

The affidavit will survive the closing of the transaction.

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me a Notary Public, in and for said County, personally appeared the above named

[REDACTED] and [REDACTED]

who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required) \_\_\_\_\_ (Signature)

Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Sellers Agent) Date \_\_\_\_\_

[REDACTED] Print Company for Sellers Agent \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me a Notary Public, in and for said County, personally appeared the above named  
Shane Williamson

who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required) \_\_\_\_\_ (Signature)

Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

**Buyer and Buyer's Real Estate Agent**

Property Address: [REDACTED]  
PUYALLUP WA 98372

By executing this affidavit Buyer and Buyer's Real Estate Agent certify under penalty;

Hereby affirm that this is an "Arm's Length Transaction" defined as:

Seller and the Buyer are unrelated to each other by family, marriage or commercial enterprise.

There are no agreements, understandings or contracts between the parties that the borrower is permitted to remain as a tenant on the Mortgaged Premises.

Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises.

There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the lender and or servicer.

Seller and Buyer understands, agrees and intends that there is a reliance upon statements made in the affidavit as consideration for a reduction of the payoff amount of the Mortgage and agreement to the sale of Mortgaged Premises.

Seller and Buyer agree to indemnify the lender and or servicer for any and all loss resulting from any negligent or intentional misrepresentation made in this affidavit, including, but not limited to, the amount of the reduced payoff of the Mortgage.

Seller and Buyer understand that a misrepresentation may subject the responsible party to civil and/or criminal liability.

The affidavit will survive the closing of the transaction.

\_\_\_\_\_  
(Buyer) Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Buyer) Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Buyer) Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Buyer) Date  
\_\_\_\_\_  
Print Name

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Before me a Notary Public, in and for said County, personally appeared the above named  
Todd Baginski and  
and  
who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is  
his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required) \_\_\_\_\_ (Signature)

Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Buyers Agent Date  
\_\_\_\_\_  
Print Buyer's Agent Name

\_\_\_\_\_  
Buyers Agent Date  
\_\_\_\_\_  
Print Buyers Agent Name

\_\_\_\_\_  
Print Buyer's Agent Company  
State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me a Notary Public, in and for said County, personally appeared the above named  
and  
and  
who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is  
his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required) \_\_\_\_\_ (Signature)

Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

**Settlement Agent and Escrow Agent**

Property Address: [REDACTED]  
PUYALLUP WA 98372

**By executing this affidavit Settlement Agent and Escrow Agent certify under penalty;**

**Hereby affirm that this is an "Arm's Length Transaction" defined as;**

Seller and the Buyer are unrelated to each other by family, marriage or commercial enterprise.

There are no agreements, understandings or contracts between the parties that the borrower is permitted to remain as a tenant on the Mortgaged Premises.

Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises.

There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the lender and or servicer.

Seller and Buyer understands, agrees and intends that there is a reliance upon statements made in the affidavit as consideration for a reduction of the payoff amount of the Mortgage and agreement to the sale of Mortgaged Premises.

Seller and Buyer agree to indemnify the lender and or servicer for any and all loss resulting from any negligent or intentional misrepresentation made in this affidavit, including, but not limited to, the amount of the reduced payoff of the Mortgage.

Seller and Buyer understand that a misrepresentation may subject the responsible party to civil and/or criminal liability.

The affidavit will survive the closing of the transaction.

\_\_\_\_\_  
Settlement Agent Date

\_\_\_\_\_  
Settlement Agent Date

\_\_\_\_\_  
Print Name & Title Settlement Agent

\_\_\_\_\_  
Print Name & Title Settlement Agent

\_\_\_\_\_  
Print Settlement Agent Company

\_\_\_\_\_  
Print Settlement Agent Company

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me, a Notary Public, in and for said County, personally appeared the above named \_\_\_\_\_  
and  
and

who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required)

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

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

**Short Sale Negotiation Representative**

Property address: [REDACTED]  
PUYALLUP WA 98372

**By executing this affidavit Short Sale Negotiation Representative certify under penalty;**

**Hereby affirm that this is an "Arm's Length Transaction" defined as;**

Seller and the Buyer are unrelated to each other by family, marriage or commercial enterprise.

There are no agreements, understandings or contracts between the parties that the borrower is permitted to remain as a tenant on the Mortgaged Premises.

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Seller and Buyer understands, agrees and intends that there is a reliance upon statements made in the affidavit as consideration for a reduction of the payoff amount of the Mortgage and agreement to the sale of Mortgaged Premises.

Seller and Buyer agree to indemnify the lender and or servicer for any and all loss resulting from any negligent or intentional misrepresentation made in this affidavit, including, but not limited to, the amount of the reduced payoff of the Mortgage.

Seller and Buyer understand that a misrepresentation may subject the responsible party to civil and/or criminal liability.

The affidavit will survive the closing of the transaction.

\_\_\_\_\_  
Short Sale Negotiation Representative Date

\_\_\_\_\_  
Short Sale Negotiation Representative Date

\_\_\_\_\_  
Print Name & Title SS Negotiation Rep

\_\_\_\_\_  
Print Name & Title SS Negotiation Rep

\_\_\_\_\_  
Print SS Negotiation Company Name

\_\_\_\_\_  
Print SS Negotiation Company Name

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me, a Notary Public, in and for said County, personally appeared the above named \_\_\_\_\_  
and  
and

who is personally known to me or who has produced \_\_\_\_\_  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

this \_\_\_\_\_ day of \_\_\_\_\_ [date].

(Notary Seal is Required) \_\_\_\_\_ (Signature)

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_