

CHASE

July 11, 2011

To: [REDACTED]
Phone: 800-603-3525 EXT [REDACTED]
Fax: 888-860-1314

From: [REDACTED]
Direct: 866-326-0230 ext [REDACTED]
Fax: 302-358-3637

Re: Loan Number [REDACTED]
Borrower(s): [REDACTED]

HUD APPROVAL IS REQUIRED PRIOR TO CLOSING

I am forwarding the attached demand letter for this short sale. Please note the following items listed below are required in order to accept payoff funds

Once completed, please overnight the following:

- Original Signed Hud-1 or Certified Copy
- Chase approval letter(s) signed by borrower(s) if stand alone
2nd lien or 1st lien combined with 2nd lien
- Copy of cashier check or copy of bank wire
- Chase Arm's Length Affidavit signed by borrower(s) & buyer(s) Notorized
- Executed promissory note (if applicable)

In addition to the payoff listed on the demand letter, the Seller must execute and have notarized the enclosed Note for : \$0.00
payable to : Company Name

- Recorded copy of Power of Attorney

If any documents are signed with a power of attorney, the power of attorney MUST be Recorded. A certified copy of the recorded POA must be included with the payoff check.

Without these items we cannot complete this sale or supply a discharge of mortgage.

PLEASE EMAIL COPIES ON THE FINAL HUD, NON-ARMS LENGTH and COPIES OF WIRE OR CHECK TO [REDACTED]@CHASE.COM

Documents to:

Chase Home Finance
Attn: Short Sale Dept
Mailstop: OH4-7133
3415 Vision Drive
Columbus, OH 43219

Funds to:

Chase Home Finance
Attn: Short Sale Dept
Mailstop: OH4-7133
3415 Vision Drive
Columbus, OH 43219

Wiring Instructions:

Chase Home Finance
Attn: Short Sale Dept
Please reference loan #
ABA: [REDACTED]
ACCT# [REDACTED]

Chase Fulfillment Center
710 South Ash Street, Suite 200
Glendale, CO 80246-1989



July 11, 2011

[REDACTED]
Wenatchee, WA 98801-3355

Short Sale Terms and Conditions

Account: [REDACTED]
Borrower: [REDACTED] (the "Seller")
Property Address: [REDACTED]
Puyallup, WA 98374-0000

Dear [REDACTED]

We have agreed to your request for a Short Sale, and we will accept a minimum of \$5,100.00 to settle your account and release the lien(s) on the property above. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 08/29/11, after which this offer becomes null and void.

Any excess funds at closing will be refunded to us. As the Seller(s), you will not receive any proceeds from this transaction.

This acceptance is only for the contract of sale in the amount of \$175,000.00 between [REDACTED] (the "Buyer"), and the Seller.

At closing, please forward us a copy of the following signed and executed documents by fax as noted below.

- Certified HUD-1 closing statement
- Notarized Affidavit of Arm's Length Transaction (enclosed)
- Copy of wire confirmation or certified funds check/escrow check

Fax: (866) 220-4130

Upon review of these documents and receipt of certified funds, we will release the lien(s).

To accept this offer, please send payment by wire transfer or overnight mail to the address below. Be sure to include your name and account number. Please call us on the day of closing to provide us with the details regarding the delivery of funds.

Wire Transfer: JP Morgan Chase
Account Name: Short Sales
ABA: [REDACTED]
Account: [REDACTED]
Loan Number: [REDACTED]

Overnight Mail: Chase
Attention Short Sales
Mail Code OH4-7142
3415 Vision Drive
Columbus, OH 43219-6009

Please be aware that the completion of this transaction is reported to various consumer reporting agencies and may have an adverse effect on your credit rating. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for additional information.

If you have any questions, please call us at the telephone number listed below.

Sincerely,

[REDACTED]
Chase
(866) 326-0230 Ext. [REDACTED]
(866) 220-4130 Fax
(800) 582-0542 TDD / Text Telephone
www.chase.com

Enclosures

- Affidavit of Arm's Length Transaction
- Notary Certification

We are a debt collector.

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 was 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 an attempt to collect a debt or to impose personal liability for such obligation.

LM855

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] PUYALLUP, WA, 98374-0000 (the "Property") will be sold by the Seller to the Buyer.

JPMorgan Chase Bank, N.A. (the "Lender") holds a Deed of Trust, Security Deed or Mortgage ("Security Instrument") against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender to discount the total amount owed on the Loan secured by the Security Instrument. The Lender, in consideration for the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$5,100.00 to resolve its Loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, 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 the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of the Buyer is a family member or business associate of the Seller or the borrower or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller or the borrower or the mortgagor.
4. There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that 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 and the Buyer and/or their respective agents that allows the Seller to remain in the Property as a tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller shall not receive any proceeds from the sale of the Property, unless it is reflected in the Short Sale Terms and Conditions Agreement.
7. No agent of either the Seller or the Buyer shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to the Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that the Lender is relying upon the representations made herein as consideration for discounting the payoff on the Loan which is 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/We 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.

Buyer 1

(Print Name)

(Signature)

(Date)

Buyer 2

(Print Name)

(Signature)

(Date)

Buyer 3

(Print Name)

(Signature)

(Date)

Buyer 4

(Print Name)

(Signature)

(Date)

Seller 1

(Print Name)

(Signature)

(Date)

Seller 2

(Print Name)

(Signature)

(Date)

Seller 3

(Print Name)

(Print Company)

(Signature and Date)

Seller 4

(Print Name)

(Print Company)

(Signature and Date)

Buyer's Agent

Seller's Agent

(Print Name)

(Print Name)

(Signature)

(Signature)

(Date)

(Date)

As a reminder, a copy of the certified HUD-1 closing statement, as well as the signed and notarized Affidavit of Arm's Length Transaction must be sent at closing by fax to:

Fax: (866) 220-4130

LM855

NOTARY CERTIFICATION

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(s) 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.

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(s) 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.

Signature _____

NOTARY CERTIFICATION

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(s) 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.

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Signature _____