



Wells Fargo Financial Cards
3201 North 4th Avenue
Sioux Falls, SD 57104-0700

July 6, 2011

Learn How Seattle Short Sales, Inc.

Can Help You Short Sale Your Property

<http://SeattleShortSales.com>

1-800-603-3525

[REDACTED]
Auburn, WA 98092

Re: Short Sale [REDACTED]
Property address ("Property"): [REDACTED] Auburn, WA 98092

Dear [REDACTED]

This is to confirm our agreement with you that the property above that secures your NowLine with Wells Fargo Bank, N.A. is to be sold. The pending sale will be approved conditioned upon our receipt of \$ 1,800.00 by 08/06/2011. Once the funds are received, we will release the lien that secures your property. This letter evidences only our agreement to release the lien and is not a settlement of debt.

Please contact us to if you have any questions. You can reach us toll-free at (800) 732-7373. Our hours are Monday - Friday 8 a.m. – 5 p.m.

Sincerely,

Wells Fargo Financial Cards

Please be advised that Wells Fargo Financial may be attempting to collect a debt and any information obtained may be used for that purpose. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wells Fargo Financial is only exercising its rights against the property and is not attempting to hold you personally liable on the debt.

Wells Fargo Financial is a division of Wells Fargo Bank, N.A.



Wells Fargo Financial Cards
3201 N 4th Avenue
Sioux Falls, South Dakota 57104
Phone: 866-223-1851
Fax: 800-851-7519*

July 6, 2011

[REDACTED]
Auburn, WA 98092

Re: Borrower(s): [REDACTED]
Short Sale [REDACTED]
Property address ("Property"): [REDACTED] Auburn, WA 98092
Settlement agent name: Fidelity National Title
Settlement agent address: 10655 NE 4th St, Su 200, Bellevue, WA 98004

To whom it may concern:

This is a letter agreement ("Agreement") between the above-reflected borrower(s) ("Borrower") and Wells Fargo Bank, N.A. ("Wells Fargo") and reflects the parties' approval to the terms of the short sale of the Property as indicated below.

This approval relates to the sale of the Property, which serves as collateral for the NowLine account extended by Wells Fargo to Borrower. The offer of sale shall remain outstanding until 08/06/2011. Wells Fargo must receive written acceptance from the Borrower of this offer of sale on or before that date. To accept, please sign, date, and return all pages of this Agreement to us by fax at 1-800-851-7519* and mail the original signed Agreement to Wells Fargo at P.O. Box 5943, Sioux Falls, SD 57104. Alternatively, you may deliver the signed Agreement to the closing agent/attorney on or before the date of sale. Receipt by Wells Fargo of an executed and unaltered Agreement on or before the sale date is a condition to the closing of the sale. Any requested changes to the terms and conditions in this letter must be made in writing and approved in writing by Wells Fargo.

AGREEMENT

1. Borrower's Representations.

- A. Prior to the request for a short sale on the above referenced Property, Borrower agreed to pay the Account and granted Wells Fargo a valid security interest and an enforceable lien on the Property which secures the Account.
- B. Borrower acknowledges and understands that Borrower is not obligated to enter into this Agreement, and the Borrower is entering into this Agreement at Borrower's request, voluntarily and with no

coercion or pressure from Wells Fargo, for the sole purpose of selling the Property free and clear of Wells Fargo's security interest and lien.

_____/_____(AFTER READING THIS PARAGRAPH, EACH BORROWER MUST INITIAL
HERE)

2. **Lender's Representations.** Borrower has requested to sell the property securing the Account. Wells Fargo has agreed to such request, and shall release its lien conditioned upon payment to Wells Fargo in the sum of \$1,800.00.
3. **Governing Law.** This Agreement shall be construed pursuant to the laws of the state in which the Property is located except for conflict of law provisions.
4. **Approval Terms and Conditions.**
 - A. This is specific to the above referenced Borrower(s) and collateral Property. Separate approval is required for all other liens, including Wells Fargo liens, securing other accounts owned and/or serviced by Wells Fargo or its affiliates.
 - B. The closing (settlement date) and funding must occur on or before 08/06/2011.
 - C. The Borrower must net \$00.00 (zero) from the sale.
 - D. The real estate agents' commissions to be withheld from the net proceeds check are not greater than (6.00% of the contract sales price).
 - E. This letter Agreement reflects an arms length transaction, negotiated between the borrower(s) and the buyer(s) who are unrelated parties, with each party acting in their own self interest. The contract sales price is the fair market value of the Property and has been fairly bargained for and agreed to by and between the parties to the sale contract. The Borrower affirmatively state that they are not related to the person(s) named as the buyer(s) in the contract for the sale of Property, by blood, marriage, friendship, commercial enterprise, or in any other manner.
 - F. Wells Fargo's actual payoff due through 08/06/2011 is estimated at \$14,372.31. This payoff amount is comprised of unpaid principal balance, accrued interest, late charges, and delinquency or other collection related charges and expenses.
 - i. The net proceeds check shall be issued and made payable to Wells Fargo Bank, N.A. at closing in an amount not less than \$1,800.00 ("Short Sale Amount"). This check must be mailed overnight to:

Wells Fargo Financial Cards
Attn: Accounting
3201 N 4th Ave
Sioux Falls SD 57104
 - ii. Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 800-851-7519* to the address provided in paragraph

- iii. The estimated shortfall amount due to Wells Fargo is \$12,572.31 (“Shortfall Amount”). The Borrower remains obligated to pay Wells Fargo any Shortfall Amount (e.g. outstanding loan balance including principal interest and any additional charges, less net sale proceeds and any other payments). The Shortfall Amount is an estimate, based upon currently available information.
- iv. The Borrower agrees to the repayment terms for the Shortfall Amount as indicated on the attachment, if any, to this Agreement.

G. Borrower acknowledges and agrees that they have received good, valuable and adequate consideration in connection with this Agreement, including but not limited to Wells Fargo’s agreement to release its lien upon Borrowers’ property.

5. **Representation and Voluntary Action.** The parties represent, warrant and agree that each has been represented by their own counsel, or have had an opportunity to be represented by counsel, that they have thoroughly read and understood the terms of this Agreement, conferred with their respective attorneys on any questions in regard to this Agreement, and have voluntarily entered into this Agreement.
6. **Third Party Disclosure.** In consideration of the foregoing, all parties concerned agree that all terms and conditions of this offer will remain confidential and shall not be disclosed to any third parties (except for the parties’ spouses, attorneys, realtors, and tax advisors), without the other party’s written consent, under any circumstances, unless if required by subpoena or legal process or by the bank’s regulatory agencies. Any failure to abide by these terms shall make this offer void.
7. **Construction.** This Agreement shall not be construed more strictly against one party than against any other party by virtue of the fact that the Agreement may have been drafted or prepared by counsel for one of the parties, it being recognized that all parties to this Agreement have contributed substantially and materially to the preparation of this Agreement.
8. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
9. **Cell/mobile phone permissions.** The Borrower hereby consents to being contacted at any cellular or mobile telephone number. This includes text messages and telephone calls including the use of automated dialing systems to contact the cellular or mobile telephone. Wells Fargo will satisfy all costs for any text messages the Borrower may receive from Wells Fargo. However, any calls placed to Borrower’s cellular or mobile phone will incur normal airtime charges assessed by the Borrower’s mobile carrier.
10. **Credit Bureau Reporting.** Upon receipt of the Short Sale Amount, Wells Fargo Bank, N.A. will release its mortgage or deed of trust. Wells Fargo will not change the historical payment record to reflect a history other than the actual payment history.

NOTICE TO CONSUMER:

Borrower understands that:

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Short Sale Agreement Customer Copy/Bank Copy
CL2349 01/11

- Borrower should not sign this Letter before Borrower reads the entire document, even if otherwise advised;
- Borrower should not sign this Letter if it contains any blank spaces; and
- Borrower is entitled to an exact copy of this Letter.

If you have any questions, please contact Wells Fargo at 800-732-7373. Our office hours are Monday – Friday 8 a.m. – 5 p.m. Central time.

This Agreement is AGREED TO and ACCEPTED BY:

Borrower 1

Date

Borrower 2

Date

*Once received by Wells Fargo your faxed information will be kept strictly confidential and secure.

The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

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