

Learn How Seattle Short Sales, Inc.



Can Help You Short Sale Your Property

<http://SeattleShortSales.com>

August 19, 2011

1-800-603-3525

RE: [Redacted] Everett, WA 98204

Approval of Short Sale - The Servicer consents to this Request for Approval of Short Sale and agrees to accept all net proceeds from the settlement as full and final satisfaction of the first mortgage indebtedness on the referenced property. This agreement is subject to the following:

- A. **Terms** - The sale and closing comply with all terms and conditions of the Short Sale Agreement between the Servicer and the Borrower as well as all terms and representations provided herein by the Borrower.
- B. **Changes** - Any change to the terms and representations contained in this Request for Approval of Short Sale.
- C. **Subordinate Liens** - Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
- D. **HUD-1** - A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the Servicer not later than one business day before the date indicated in Line 6, *Closing Date*.
- E. **Bankruptcy** - 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.
- F. **Tax Consequences** - A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.
- G. **Credit Bureau Reporting** - We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over or responsibility for the impact of this report on your credit score. To learn more about the potential impact of a short sale on your credit you may want to go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

- **Payment Instructions** - Payoff funds and a final HUD-1 Settlement Statement must be received by the Servicer within 48 hours of closing in accordance with the attached wiring instructions.

Bank Name: Bank of America
 ABA Routing Number: [Redacted]
 Bank Address: 100 West 33rd Street, New York, NY 10001
 For Credit to: PennyMac Loan Servicing, LLC Payment Clearing Account
 Account Number: [Redacted]
 For Benefit of: [Redacted]
 For Final Credit To: [Redacted]

- H. **Foreclosure sale** - will not be completed, if applicable, if the short sale is completed as agreed.
- I. **Proceeds**: All net proceeds must be approved by PennyMac. The Seller/Borrower will not receive any sale proceeds from this transaction. Any excess funds as a result of this sale must be sent to PennyMac Loan Services, LLC. If the net proceeds from the sale are not sufficient to pay off the total unpaid balance, the Seller/Borrower agrees that as a condition of this approval PennyMac will receive any funds held in an escrow/impound account and any refunds from pre-paid expenses that otherwise would be payable to Seller/Borrower. This includes, but is not limited to, proceeds received from any hazard insurance claims and/or any unearned premiums. These funds also must be made payable directly to PennyMac without recourse.
- J. **Property Condition**: The property is being sold in "AS IS" condition. No repairs will be paid for out of the proceeds, unless specifically stated otherwise.
- K. **Satisfaction and Release of Liability**: If all of the terms and conditions of this Agreement are met, upon sale and settlement of the property, PENNYMAC will prepare and send for recording a lien release in full satisfaction of the mortgage, foregoing all rights to personal liability or deficiency judgment. Prior to releasing any funds to

holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.

You can't list the property with or sell it to anyone that you are related to or have a close personal or business relationship with. In legal language, it must be an "arm's length transaction." If you have a real estate license you can't earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sales price after closing. Any buyer of your property must agree to not sell the home within 90 calendar days of the date it is sold by you. You may not have any expectation that you will be able to buy your house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law. If the above conditions are not met, PennyMac reserves the right to return the payoff funds.

If you agree to the terms of the Agreement, you **MUST** sign and return the Agreement back to us by **August 26, 2011**.

Terms of Short Sale Approval

Loan Number: [REDACTED]

| | | |
|---|---------------|--|
| 1. Contract Sales Price | \$ 157,000.00 | 6. Closing Date: 9/28/2011 |
| 2. Less Total Allowable Closing Costs | \$ 24,771.00 | 7. Approved Buyer(s): [REDACTED] |
| a. Commissions | \$ 9,420.00 | |
| b. Settlement Escrow/Attorney Fees | \$ 1,499.00 | |
| c. Seller's Title and Escrow Fees | \$ 1,925.00 | 8. Settlement Agent: McGrath Escrow |
| d. Subordinate Lien Payoff | \$ 3,447.55 | |
| e. Transfer taxes/stamps/recording fees | \$ 2,888.60 | |
| f. Real Property Taxes | \$ 890.85 | 9. Settlement Agent's Address: Bellevue, WA |
| g. Termita Inspection/Repair | \$ | |
| h. Other (attach explanation) | \$ 4,700.00 | |
| 3. Net Proceeds to Servicer | \$ 132,229.00 | |
| 4. Earnest Money Deposit | \$ | 10. Settlement Agent's Office Phone: |
| 5. Cash Contribution- Required | \$ | 11. Settlement Agent's Office Fax: |

If an extension is needed a per diem of \$ 50.00 will be added to the payoff until the transaction closes, all extensions must be pre-approved.

Promissory Note: The Seller/Borrower (____) must sign an interest free promissory note payable to ____ in the amount of \$ ____ over ____ months at \$ ____ per month starting ____ . PennyMac will release you from all future liability upon satisfaction of full payment of this Promissory Note. (See attached Promissory Note-if box is checked)

[REDACTED]

Co-Borrower's Signature

If you have questions, please contact Riva Bolang directly between the hours of 8:00am - 5:00pm Pacific Monday through Friday at 866-695-4122 x 8142.

Toll Free (877) 854-0378

M - F 7:00am - 6:00pm Pacific
Sa 7:00am - 11:00 am Pacific

PennyMacSA.com

email: propertyresolution@pennymac.com
Fax: Toll Free (866) 577-7205

Payments

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Correspondence

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