



Wells Fargo Home Mortgage  
MAC X7801-01K  
3476 Stateview Blvd  
Fort Mill, SC 29715

November 16, 2011



Bellevue WA 98006

Dear [REDACTED]

RE: Demand Statement for Loan [REDACTED]

Projected Settlement Date 01/16/12

Property Address [REDACTED]

Spanaway WA 98387

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

**Can Help You Short Sale Your Property**

**<http://SeattleShortSales.com>**

**1-800-603-3525**

Wells Fargo Bank, N. A. approves the sale of the above referenced property. This sale will result in a short payoff of the mortgage, and the mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the mortgagor nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this Demand Statement. As agreed, when we receive the sale proceeds and all required documentation, we will notify the credit bureau to reflect "agreed settlement short of full payment" which would appear on the credit report within 60-90 days from the sale date and within 60-90 days from the date of notification and waive any deficiency rights, if applicable. Sale approval details

\_\_\_\_\_ This approval is based on the purchase contract dated 09/11/11 between [REDACTED] the seller(s), and [REDACTED] the buyer(s), for a purchase price of \$ 225,200.00. The terms of our approval and instruction to the Settlement Agent are as follows:

- The required payoff is \$ 199,965.36, scheduled for settlement on or before 01/16/12. Your contribution and settlement costs for this transaction are:
    - Mortgagor contribution:
      - Cash at Closing: 0.00
      - Promissory Note: 0.00
    - Approved Seller Closing Costs:
      - Real Estate Commission: 13,512.00
      - Approved Settlement 11,722.64
- LW100/HAD/pg.1



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Approved seller concession to buyer's closing costs:

Itemization of concession:

2. Within two (2) business days of receiving this Demand Statement, you must notify us of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent must contact us 48 hours before the scheduled settlement date and provide a copy of the final estimated HUD-1 Settlement Statement. The Settlement Agent must provide the information required on the enclosed title worksheet as well as the fully executed HUD Closing worksheet, for FHA loans.  
If settlement is delayed and/or rescinded, we must be notified immediately to review the request and provide written approval, if granted per investor or mortgage insurance guidelines. We reserve the right to assess a per diem interest from the original settlement date until the actual settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval. The property is sold "as is", the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this Demand Statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.
5. The Settlement Agent is instructed to immediately wire all approved short sale proceeds to the following wire instructions as follows:

Wells Fargo Bank, N. A.

Account No.: [REDACTED]

ABA No.: [REDACTED]

Special Information for Beneficiary:

Apply Funds to loan: [REDACTED]

Mortgagor: [REDACTED]

From: Sender's Name and phone number

\* If this information is not provided the wire will be rejected.

The original executed Promissory Note, if applicable, delivered to us by the next business day immediately following settlement to:

Wells Fargo Home Mortgage

Attn: Liquidations

X2302-044

One Home Campus

Des Moines, IA 50328



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RE: Loan Number [REDACTED]

Failure to comply with any of these requirements will result in the transaction re-closing. Once certified funds are received and approval is final, a document releasing the mortgage will be sent to record this decision. If the property was in foreclosure, that action will stop when the terms of the approval are met.

Contact Us with Questions

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Thank you for your courtesy and cooperation. If you have questions or need additional information, please call me at the number listed below.

Sincerely,

[REDACTED]  
Home Preservation Specialist  
Wells Fargo Home Mortgage

ph: 1-877-808-6153 ext. [REDACTED]

LW098/HAD/pg.3

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

With respect to those loans located in the State of California, 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 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

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# Short Sale Affidavit



As relates to a certain real estate purchase contract dated \_\_\_\_/\_\_\_\_/\_\_\_\_ concerning the following Mortgaged Premises;

Property address: \_\_\_\_\_  
\_\_\_\_\_

under which the existing Lender(s) has agreed to accept less than full payoff of the debt owed in exchange for release of the Mortgaged Premises (a short sale), each of the signatories hereto hereby certify and affirm under penalty of perjury, that to the best of their knowledge and belief;

- (a) The sale of the Mortgaged Premises is an "arm's length" transaction, between the parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the parties that the Seller will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises, except as allowed by the short sale approval letter (if applicable);
- (d) 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;
- (e) None of the signatories will receive any proceeds or other remuneration from this transaction except as set forth on the Settlement Statement; and
- (f) None of the signatories have knowledge of any offer to purchase the Mortgaged Premises for a higher purchase price than the purchase price contained in the certain real estate purchase contract referenced above that has not been presented to the Lender(s).

Buyer(s) further certify and affirm under penalty of perjury, that;

- (g) The property will not be sold within 90 days of the closing date of the subject real estate purchase contract; and
- (h) The property will not be rented to the Seller after the closing of the subject real estate purchase contract.

Each signatory also understands, agrees and intends that the Lender, any Investor (in particular Freddie Mac if applicable), Insurer or Guarantor, of the subject Mortgage are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises and agrees to indemnify the Lender, any Investor (in particular Freddie Mac, if applicable), Insurer or Guarantor, of the subject Mortgage for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited, to repayment of the amount of the reduced payoff of the Mortgage. Each signatory further understands that a misrepresentation may subject the responsible party to civil and/or criminal liability and agrees that this certification will survive the closing of the transaction.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Print Name		_____ Print Name	
_____ Seller's Broker	_____ Date	_____ Buyer's Broker	_____ Date
_____ Print Name and Company Name		_____ Print Name and Company Name	
_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Print Name		_____ Print Name	
_____ Settlement Agent	_____ Date	_____ Transaction Facilitator (if any)	_____ Date
_____ Print Name and Company Name		_____ Print Name and Company Name	
_____ Print Company Address		_____ Print Company Address	

**Note to Settlement Agent:**

All signatures must be acknowledged before a notary public and documentary evidence attached hereto in accordance with the requirements of your state laws.

