



Aurora Bank FSB

January 25, 2012

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706  
PHONE: 800-550-0508 • FAX: 303-728-7648

RE: Short Payoff Approval: Demand Statement  
Aurora Bank Loan Number: [REDACTED]  
Borrower(s): [REDACTED]  
Property Address: [REDACTED] Seattle WA 98177

Chicago Escrow  
7525 SE 24th St Ste 325  
Mercer Island, WA 98040

Aurora Bank FSB (Aurora Bank) has approved the sale of the above-referenced property that will result in a short payoff of the mortgage. Our approval is based on the contract of sale between:

[REDACTED] and [REDACTED] dated 10/27/2011 for the purchase price of \$184900.00. This letter constitutes Aurora Bank's instructions to the Settlement Agent. As such, this approval is conditioned on a short payoff that meets the following criteria:

1. The required minimum payoff amount is \$161020.24. Settlement costs have been allocated as follows:
  - \* SELLER TO NET \$0.00 FROM SHORT SALE TRANSACTION
  - \* ALL OVERAGES ARE PAYABLE TO Aurora Bank
  - \* SELLER CLOSING COSTS NOT TO EXCEED \$7238.75. ANY REDUCTION IN THE APPROVED CLOSING COSTS MUST BE ADDED TO THE NET PROCEEDS.
  - \* BUYER PAYS ANY AND ALL ADDITIONAL CLOSING COSTS
  - \* COMMISSIONS NOT TO EXCEED \$11094.00
  - \* Seller paid credit towards junior lien not to exceed \$5547.00
  - \* Cost reduced: Seller concessions, settlement fee \$650.00, atty fee \$500.0
  - \* taxes
  - \* Cost not approved: doc prep, utilities bill
  - \* Fax signed hus the day of closing to the fax number on approval
2. The closing must be completed on or before close of business on 03/23/2012.
  - \* Written approval must be obtained from Aurora Bank Short Sale Department if unable to complete the transaction by the specified settlement date.
  - \* Aurora Bank reserves the right to assess a per diem after the original settlement date.
  - \* Aurora Bank accepts certified funds only. WE DO NOT ACCEPT PERSONAL CHECKS OR THIRD PARTY CHECKS. ALL NON CERTIFIED FUNDS RECEIVED WILL BE RETURNED TO THE SENDER. In the event the short sale proceeds are returned to the sender, interest may continue to accrue on the loan until adequate funds are received to satisfy the mortgage and release the lien.
3. If settlement is changed, delayed or the transaction is cancelled, immediately notify the Loan Resolution Department in writing at [REDACTED]@aurorabankfsb.com no less than one week before the closing date noted above with the required documentation.
4. The sale transaction must be an "arm's length" transaction which means that all parties involved in the sale must be unrelated and unaffiliated and there are no side agreements between the seller or the buyer and any other party.





Loan No. : [REDACTED]

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5. Neither the borrower nor any other party may receive any sale proceeds or any other funds, directly or indirectly, as a result of this transaction, except as noted in this letter.
    - \* If the combined amount of the sale proceeds and the contribution total more than the amount due to the mortgage, then contact the Aurora Bank Short Sale Department.
    - \* The borrower must assign to Aurora Bank rights to escrowed funds insurance proceeds or refund from pre-paid expenses.
  6. THE FINAL HUD-1 SETTLEMENT STATEMENT, MUST BE FAXED TO AURORA BANK AND APPROVED BY AURORA BANK PRIOR TO THE CLOSING. THE FINAL HUD-1 SETTLEMENT STATEMENT, SIGNED BY THE BUYER AND SELLER OR CERTIFIED BY THE ESCROW OFFICER, MUST BE FAXED THE SAME DAY OF THE CLOSING TO THE ATTENTION OF PRISCILLA WRIGHT AT FAX NUMBER 1 866-923-8167. THE WIRE CONFIRMATION, THE ARM'S LENGTH AFFIDAVIT AND THE CLOSING AGENT WAIVER MUST ALSO BE FAXED TO THE ABOVE NUMBER.
  7. If a duly-noticed foreclosure sale has been scheduled, this short sale approval is contingent upon Aurora Bank's ability to have the pending foreclosure sale postponed or cancelled. If the short payoff amount is remitted to us, Aurora Bank will:
    - \* File a 1099-C Form with the IRS and send you a copy. You should consult with the IRS or a tax professional concerning any tax impact this may have to you, if any.
    - \* Release your mortgage on the public records.
    - \* Report the transaction to the credit bureaus as "PAID INFULL FOR LESS THAN THE FULL BALANCE." This may be considered a derogatory remark by future potential or actual creditors. Credit is not a subject for negotiation. Aurora Bank will not report the loan as "PAID IN FULL" unless we receive a payoff of the full amount due under the loan. We will continue, without change, our reporting activity to the credit reporting agencies with respect to your loan, until completion of the short payoff transaction and we have received and posted good funds representing the agreed upon short payoff amount.

Wiring Instructions: US BANK; ABA NUMBER: [REDACTED]  
 CREDIT: Aurora Bank  
 ACCOUNT NUMBER: [REDACTED]  
 REFERENCE: LOAN NUMBER AND SELLER'S LAST NAME  
 \*DIRECT WIRE TO: [REDACTED]

Overnight mail instructions: Funds sent to Aurora Bank should be sent to the following address. Please remember to reference the loan number and the seller's last name. Aurora Bank  
 ATTENTION: [REDACTED]  
 10350 PARK MEADOWS DRIVE, 4TH FLOOR  
 LITTLETON, CO 80124

\*\*\*\*THIS TRANSACTION IS NOT CONSIDERED COMPLETED UNTIL ALL CONTINGENCIES OF APPROVAL HAVE BEEN MET\*\*\*\*

If you have any questions, please contact us at the address above or by calling 866-519-9242.

Sincerely,  
 [REDACTED]

Customer Relationship Management

Aurora Bank is a debt collector. Aurora Bank is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.





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## AFFIDAVIT OF ARM'S LENGTH TRANSACTION

Borrower(s)/Seller(s): [REDACTED] ("Borrower")  
Purchaser(s)/Buyer(s): [REDACTED] ("Purchaser")  
Loan Servicer: Aurora Bank FSB ("Aurora Bank")  
Loan No. [REDACTED] ("Loan")  
Property Address: [REDACTED] Seattle WA 98177 ("Property")  
Date of Closing: 03/23/2012

All Borrower(s), Purchaser(s), real estate brokers representing any of the parties to the sale of the Property, the escrow/closing agent(s) performing the closing sale, and the transaction facilitator(s) certify under penalty of perjury that:

1. The sale of the Property is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
2. There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Property as a tenant or later obtain title or ownership of the Property, except to the extent that the Borrower is permitted to remain as a tenant on the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
3. Neither the Borrower(s) nor the Purchaser(s) will receive any funds or commissions from the sale of the Property;
4. There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to Aurora Bank;
5. Each signatory understands, agrees and intends that Aurora Bank and the current owner and holder of the mortgage lien on the property are relying upon the statements made in the Affidavit as consideration for the reduction of the payoff amount of the Loan and agreement to the sale of the property;
6. Each signatory agrees to indemnify Aurora Bank and the current owner and holder of the mortgage lien on the property for any and all loss resulting from any negligent or intentional misrepresentation made in this Affidavit including, but not limited to, repayment of the amount of the reduced payoff of the Loan;
7. The certification and this Affidavit shall survive the closing of transaction.
8. Each signatory understands that a misrepresentation may subject the responsible party to civil and/or criminal liability.
9. Purchaser has not entered into any agreement, and has not discussed with any third party potential terms of an agreement, for the subsequent sale of the Property.





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INSTRUCTIONS AND DISCLOSURE

All signatures to the Affidavit must be notarized. The Affidavit may be included with the sales contract, an addendum, or other pre-closing or closing documents as long as all signatures are obtained before or at the time of closing.

In the event the closing agent to the sale is prohibited from signing the Affidavit by applicable State, or federal law, Aurora Bank will waive the closing agent's signature requirement upon request. However, the closing agent's signature waiver is contingent upon the closing agent's agreement that the closing agent will not also act as the closing agent on a subsequent transaction involving the Property within one year of closing the short sale transaction.

If a party reveals an agreement, understanding or contract relating to the current sale or subsequent sale of the Property that indicates the transaction is not an "arm's length" transaction, that the purchaser intends to re-sell the Property in 120 days or less without having substantially refurbished or added value to the Property, or otherwise indicates bad faith, collusion or fraud on the part of the parties, Aurora Bank will withdraw approval for the short sale transaction and immediately notify Rali 2006-qo3, a mortgagee whose address for loan servicing matters is c/o Aurora Bank; 2617 College Park, PO Box 1706, Scottsbluff, NE 69363-1706 under a servicing agreement with the mortgagee.

Borrower/Seller	Date	Borrower/Seller	Date
Borrower/Seller	Date	Borrower/Seller	Date
Purchaser/Buyer	Date	Purchaser/Buyer	Date
Purchaser/Buyer	Date	Purchaser/Buyer	Date
Borrower's/Seller's Agent	Date	Purchaser's/Buyer's Agent	Date
Closing Agent	Date	Transaction Facilitator	Date

STATE of: \_\_\_\_\_ County ss: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name (typed or printed) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





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CLOSING AGENT WAIVER IN SHORT SALE TRANSACTION

Borrower(s)/Seller(s): [REDACTED] ("Borrower")  
Purchaser(s): [REDACTED] ("Purchaser")  
Loan Servicer: Aurora Bank FSB ("Aurora Bank")  
Loan No. [REDACTED] ("Loan")  
Property Address: [REDACTED] Seattle WA 98177 ("Property")  
Date of Closing: 03/23/2012

Dear Aurora Bank:

I am the closing agent in the above referenced short sale transaction.  
I am requesting a waiver of execution of the Affidavit of Arm's Length  
Transaction.

I am prohibited from signing the Affidavit by applicable local, State or  
federal law. I understand and agree that by requesting this waiver that  
I will not act as the closing agent on a subsequent transaction involving  
the Property within one year of closing the short sale transaction.

Thank you,

\_\_\_\_\_  
Name: \_\_\_\_\_  
Print

Closing Agent  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Approved  
Aurora Bank FSB

By: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_  
Print

