



9/22/2009

ASC Loan Number: [REDACTED]

Borrower Name: [REDACTED]

Prop Address: [REDACTED]

Dear [REDACTED]

In response to your request for a sale of the above referenced property, for less than the total payoff of the mortgage loan, America's Servicing Company ("ASC") hereby agrees to the short sale between [REDACTED] the sellers, and [REDACTED] the buyer, and will release its lien, contingent upon the following terms:

1. With a purchase price of \$205,000.00 in which the required minimum net proceeds for ASC loan number 106-1284001343 should be no less than \$186,943.54. The Settlement/Closing is scheduled on or before 11/03/2009.
2. The approval letter is void after the closing date above. If an extension of the closing date is requested and/or approved, then per diem interest will be charged through the closing date.
3. Buyer(s) and Seller(s) cannot be added, removed changed or substituted without prior written approval of ASC.
4. Any assignment of contract is null and void. Under no circumstances can the contract be assigned.
5. The property is being sold in "As Is" condition. No repairs will be made or paid out of proceeds.
6. The transaction has to be an "Arms Length Transaction". The Buyer(s) and Seller(s) cannot be related through family or business interest.
7. A copy of the HUD1 Settlement Statement (preliminary) must be faxed to ASC. This fax should be sent to 866-231-7960 or emailed to ASCClosingMilwaukee@wellsfargo.com.  
**Do not close without an approved HUD from ASC.**
8. **IN NO EVENT SHALL THE BORROWER RECEIVE ANY FUNDS FROM THE SALE OF THIS PROPERTY.** Any surplus funds above the agreed upon Short Sale purchase price at the time of closing is the exclusive property of ASC and shall be made payable to ASC. The mortgagor(s) also waive their rights to any escrowed funds or refunds from prepaid expenses.
9. There are to be no transfers of property within 30 days of closing of this transaction.
10. The Following items are in agreement to be paid at closing:- see attached preliminary HUD1/net sheet for detail:

• 2 <sup>nd</sup> lien-if applicable to receive	\$1,500.00
• Commission paid to be no more than	\$10,250.00
• Sellers concessions	N/A
• Remaining Settlement expense	\$5,583.78
• Mortgagor Contribution	
Cash at Closing	N/A
Promissory note	N/A

Any additional fees that were not approved on the date of this letter will not be covered by ASC and come the sole responsibility of the agent, buyer(s) and/or seller(s). If sellers concessions are approved, buyer(s) cannot receive cash at closing.

If a promissory note is required, it must be signed and returned to ASC prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to ASC.

**Sales proceeds will be returned if the promissory note has not been received. This will result in a delay of the transaction and/or possible cancellation of the short sale transaction.**

Upon satisfaction of all terms specified above, the mortgage will be discharged and a release document will be forwarded for recording. If a foreclosure action was commenced against this property, then upon satisfaction of all terms of this approval, the pending foreclosure action will be dismissed and appropriate instruments recorded.

**WIRES TO BE SENT TO:**

Wells Fargo Bank South Central, National Association  
301 W Northern Lights Boulevard, Anchorage, AK 99503  
Account Name Short Sale Wire Account  
ABA # 121000248  
Account # 6504700417

**Reference: Sellers name and our loan # (must be provided or wire will be rejected)**

**PLEASE NOTE:** Should you require an extension on the closing, please email your request to [ASCClosingMilwaukee@wellsfargo.com](mailto:ASCClosingMilwaukee@wellsfargo.com)

Sincerely,

**ASC-Liquidation Loss Mitigation**

ASC is required by Fair Debt Collections 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 bankruptcy discharge, and the loan was not reaffirmed in the bankruptcy case, ASC will only exercise its right against the property and is not attempting any act to collect the discharged 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 a 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 location or enforce a judgment. For more information about debt collection activities you may contact Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).