

November 25, 2009

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: American Home Mortgage Servicing, Inc. Loan Number [REDACTED]
(referred to herein as "Loan")
Borrower(s): [REDACTED] [REDACTED] [REDACTED]
(referred to herein as "Borrowers")
Property Address: [REDACTED], [REDACTED]
(referred to herein as "Property")

Dear [REDACTED] [REDACTED] [REDACTED] :

This letter agreement ("Agreement"), effective as of the date acknowledged and accepted by American Home Mortgage Servicing, Inc., ("AHMSI") below, will confirm that AHMSI and Borrowers agree to a short payoff of the Loan, subject to the following terms and conditions:

1. The net proceeds to AHMSI from the sale of the Property must not be less than \$143,816.00 (referred to herein as the "Net Proceeds").
2. The Net Proceeds are calculated based on a total Property sales price of \$180,000.00 (referred to herein as the "Total Sales Price") and include the Short Sale administration fee. If the actual Property sales price is more than the Total Sales Price, all additional funds over the Total Sales Price shall be paid to AHMSI at closing. The Broker commission based on sales price cannot exceed _____ percent (6 %).
3. If a Short Sale administration fee is applicable, then the lesser of \$5,000.00 (five thousand dollars) or 1% of the Total Sales Price must be paid by the purchaser to AHMSI at or prior to closing. This fee is over and above the amount of the Total Sales Price.
4. No more than \$10,000.00 out of the Total Sales Price shall be paid to any junior lien holder.
5. No portion of the Total Sales Price shall be payable to Borrowers or rebated to the purchaser of the Property.
6. The difference between the Total Sales Price and the combined amount paid to AHMSI (the Net Proceeds) and any junior lien holder(s) shall be applied to Borrowers' portion of the closing costs and the real estate sales commission relating to the sale of the Property. Any

VA
EM



amount remaining shall be paid to American Home Mortgage Servicing, Inc. at closing.

- 7. Any funds held in Borrowers' escrow/impound account and/or any insurance claim proceeds relating to the Loan will be considered the property of AHMSI and will be applied toward AHMSI's loss.
- 8. The Net Proceeds (plus any additional amounts due AHMSI under the terms of this Agreement) must be received at AHMSI's offices by not later than 12/23/09, in the form, and pursuant to the instructions, set forth below. If funds are not received in accordance with the terms of this Agreement by such date, per diem Interest of \$0.00 will accrue each day until the Net Proceeds (plus any accrued per diem interest) and the Short Sale administration fee are received at AHMSI's offices. If funds are not received at AHMSI's offices by 12/28/09, this Agreement shall be nullified and of no force or effect. The short payoff offer as set forth in this Agreement will expire if an original HUD1 of this Agreement, fully executed by Borrowers, is not received at AHMSI's offices by 12/29/09.
- 9. A copy of the final HUD1 Settlement Statement relating to the sale of the Property, signed by both seller (Borrowers) and purchaser, must accompany the Net Proceeds check to AHMSI and must simultaneously be faxed to 1-866-452-1837. If such HUD1 Settlement Statement, signed by both seller and buyer, does not accompany the Net Proceeds check, or should the dollar amounts and distribution of loan proceeds on the HUD1 Settlement Statement fail to reflect the terms of this Agreement, the Net Proceeds check will be returned to the closing agent and this Agreement shall be nullified and of no force or effect.
- 10. Upon (i) full execution of this Agreement by Borrowers and AHMSI, (ii) Borrowers' compliance with all of the terms and conditions of this Agreement, and (iii) clearing of any Net Proceeds check and any for payment of the Short Sale administration fee, AHMSI will prepare and submit for recording through its normal channels a release of the mortgage or deed of trust that secures the Loan.
- 11. The Borrowers understand that any principal balance on the Loan that is written off as a result of this Agreement, will be subject by law to any applicable legal reporting requirements promulgated by the IRS, which could, mean that the borrower is subject to the receipt of a 1099C.
- 12. If the loan includes mortgage insurance coverage, the short payoff is contingent upon the following conditions (check if applicable):
 - Not Applicable
 - Borrower to execute promissory note in the amount of \$ _____ payable to the mortgage insurance company at closing.
 - Borrower to provide a contribution payable to the mortgage insurance company in the amount of \$ _____ at closing.



- 13. Borrowers understand and agree that, notwithstanding anything in this Agreement to the contrary, certain contemporaneous legal proceedings, including but not limited to a bankruptcy filing by one or more Borrowers or a foreclosure sale of the Property, may prevent AHMSI from performing its obligations under this Agreement. In such event, all monies paid to AHMSI under this Agreement shall be returned, this Agreement shall be nullified and of no force or effect and Borrowers shall have no recourse or cause of action against AHMSI, at law or at equity, related to this Agreement.
- 14. All amounts due to AHMSI under this Agreement shall be either in the form of certified funds or money order and remitted to:

American Home Mortgage Servicing, Inc.
 1525 South Beltline Road
 Coppell, TX 75019

OR

Wired to AHMSI as follows:

Account Number 099-0526
 ABA Number 043 000 261
 Receiving Bank: Mellon Bank Pittsburgh, PA
 Borrower Name/Loan Number

If any of the terms or conditions of this Agreement (i) are not satisfied by Borrower and/or purchaser, or (ii) are changed without prior written consent of AHMSI, this Agreement becomes null and void in its entirety. This Agreement shall not be binding on AHMSI until such time as acknowledged and accepted by AHMSI where indicated below.

Acknowledged and accepted:

Borrowers:

American Home Mortgage Servicing, Inc.:

By: [Signature] Date: 11.25.09
 Printed Name: _____
 Its: [Signature]

If you have any further questions regarding the matter, please contact AHMSI at (877) 304-3100.

This communication is from a debt collector but does not imply that American Home Mortgage Servicing, Inc. is attempting to collect money from anyone whose debt has been discharged pursuant to (or who is under the protection of) the bankruptcy laws of the United States; in such instances, it is intended solely for informational purposes and does not constitute a demand for payment.