

PLEASE READ PRIOR TO CLOSING

This is not final HUD approval

1. Confirmation of the establishment of escrow must be sent to OWBClosings@ServicelinkFNF.com, by the date given on page 4 to ensure adequate time for processing.
2. The ServiceLink management fee, item 10 of page 1, must be listed on the HUD as a seller cost.
3. The Final HUD must be approved by ServiceLink **48** hours prior to closing. Please remit the HUD with the OWB loan number in the subject line to OWBClosings@ServicelinkFNF.com and your negotiator.
4. Items not allowed, but not limited to:
 - Home Warranties
 - Pest Inspections
 - Third Party Short Sale and negotiation Fee's
 - Escrow Pad
5. Wiring Instructions- For this transaction to be complete, there will be at least **2** wires sent. OWB and ServiceLink both use Wells Fargo Bank, but they are separate accounts and require separate wires.

****FIRST WIRE OWB - Wire Indymac Mortgage Services' SHORT-SALE PROCEEDS to:**

Bank Name: Wells Fargo Bank

Account Name: Indy Mac Property Liquidation

Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104

ABA Routing: [REDACTED]

[REDACTED]

[REDACTED]

SECOND WIRE ServiceLink - Wire Third Party Management fee to ServiceLink as indicated below and be sure to include the loan number and title company name with all transmittals:

Bank Name: Wells Fargo Bank

Account Name: FNF Servicing Loss Mitigation General Account

Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104

ABA Routing: [REDACTED]

Account: [REDACTED]

Indymac Mortgage Services
a division of OneWest Bank
2900 Esperanza Crossing
Austin, TX 78758

10/10/2011

[REDACTED]

[REDACTED]

2nd Loan No:

Property:

[REDACTED]

Buyer Name:

[REDACTED]

Dear Borrower(s):

OWB Loss Mitigation Short Sale Approval

Indymac Mortgage Services has approved the proposed short payoff subject to the following conditions:

1. This approval is contingent upon Indymac Mortgage Services receiving proof of escrow/settlement opened in accordance with the attached Settlement Confirmation form. **This form must be completed and emailed to OWBClosings@ServiceLinkFNF.com.** This approval will be rescinded if the confirmation is not received by 10/20/2011.
 2. **Closing agent must remit final HUD-1 to the Closing Department 48-hours prior to closing for final approval.** Please EMAIL a copy of the HUD-1 to OWBClosings@ServiceLinkFNF.com and rebecca.robinette@servicelinkfnf.com; reference the Seller's last name, IndyMac Loan Number and "FINAL HUD-1 APPROVAL NEEDED" in the subject line.
 3. Gross contract sales price: \$249,500.00
 4. Close of escrow to be on or before 11/17/2011.
 5. Minimum net sales proceeds to OneWest Bank 1st Lien: \$210,017.76
- (**FIRST WIRE INSTRUCTIONS BELOW**)**
6. Maximum to 2nd lien holder Wels Fargo: \$11,925.00
Short sale approval is conditional upon receipt of approval and acceptance by the 2nd lien holder / servicer. If there is NO 2nd lien, any proceeds indicated to the 2nd lien holder will be added to IndyMac Mortgage Services net proceeds.
 7. Maximum commissions to agent: 5.00% or \$12,475.00
 8. Maximum closing: \$5,597.24
 9. **Maximum amount paid towards buyer's Closing Costs (Concessions): \$7,485.00**
10. Borrower (Seller) agrees that third party short sale management fees of \$2,000.00 **(**SECOND WIRE INSTRUCTIONS BELOW**)** shall be allocated to Borrower (Seller) and shall appear as a Seller charge on the Form HUD-1 Settlement Statement. Such Fee disclosed on the HUD-1 as ServiceLink Management Fee (Other Fees HUD section 1300) to ServiceLink in the amount of \$2,000.00.
- HUD-1 must be presented to ServiceLink for review and approval 48 hours prior to closing by emailing OWBClosings@Servicelinkfnf.com.**
11. **CLOSING COSTS and CONCESSIONS MUST EXCLUDE: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAD, PEST INSPECTIONS AND HOME WARRANTIES.** Parties other than Indymac Mortgage Services must absorb (pay) any additional unapproved closing costs.
 12. Borrower (Seller) to receive no funds or cash from this transaction.

13. **Additional Conditions (not defined above):**
 CLOSING COSTS: \$5,597.24/\$2,257.79 TAXES/\$1,500 SETTLEMENT FEE/\$1,366 TITLE INS/\$374.45
 TRANSFER FEES/\$99 NHD
14. The borrower must sign the attached acknowledgement to all terms specified in this approval.
15. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
16. Review of purchase documents - Indymac Mortgage Services has the unlimited right to revoke this short payoff approval should there be any material changes to the final HUD-1 Settlement Statement.
17. A COPY OF THE FINAL SIGNED ACKNOWLEDGMENT, PURCHASER ELIGIBILITY CERTIFICATION (PEC), CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE EMAILED TO THE FOLLOWING REPRESENTATIVES WITHIN 24 HOURS OF CLOSING:
SERVICELINK CLOSING DEPARTMENT
OWBClosings@ServiceLinkFNF.com
18. Instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow.
19. ***ALL PROCEEDS MUST BE WIRED.*** If there are multiple OWB loans (i.e. internal 2nd), send separate short sale proceed wires for each loan to Indymac Mortgage Services.
20. **** FIRST WIRE - Wire Indymac Mortgage Services' SHORT-SALE PROCEEDS to**
Bank Name: Wells Fargo Bank
Account Name: Indy Mac Property Liquidation
Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104
Routing: [REDACTED]
- ** SECOND WIRE - Wire Third Party Management fee to Servicelink as indicated below and be sure to include the loan number and title company name with all transmittals:**
Bank Name: Wells Fargo Bank
Account Name: FNF Servicing Loss Mitigation General Account
Bank Address: 101 North Phillips Avenue, Sioux Falls, SD. 57104
Routing: [REDACTED]
21. Mortgage Service receive confirmation of the close of escrow within 24 hours of the actual settlement date.

If all conditions are followed the property/borrower(s) will be released from this lien. OWB will report a Special Comment Code of "AU: Account paid in full for less than the full balance" to the credit repositories for both the 1st and 2nd loans referenced on this Approval Letter. Please note, however, that credit bureau reports may also show the current delinquency status up to "180+ days delinquent" which will also be included in the file that will be reported to the repositories.

Respectfully,

Rebecca Robinette

Short Sale Department

Enclosure(s): Acknowledgement

Settlement Confirmation

Purchaser Eligibility Certificate

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



Indymac Mortgage Services
a division of OneWest Bank
2900 Esperanza Crossing
Austin, TX 78758

ACKNOWLEDGMENT

Re: [Redacted]
Borrower: [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Dear Borrower(s):

By signing this Acknowledgment, I certify under penalty of perjury that I have read and understand the entire document, agree to be governed by all of the terms contained herein, and that the information I provided to Indymac Mortgage Services is true, correct, and complete. I further attest that any intentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary damages, to any person who may suffer any loss due to the reliance upon any misrepresentation that I have made in this document, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.

Borrower(s) signature

Date:

[Redacted]

[Redacted]

Sincerely,

Rebecca Robinette
Short Sale Department
OWBClosings@ServiceLinkFNF.com

ADDITIONAL INSTRUCTIONS: THIS DOCUMENT MUST BE EXECUTED AND DATED BY ALL RESPONSIBLE PARTIES; A FULLY EXECUTED AND DATED COPY MUST BE RECEIVED BY YOUR NEGOTIATOR AND CLOSER AT INDYMAC MORTGAGE SERVICES ALONG WITH THE FINAL, CERTIFIED HUD-1 AND WIRE CONFIRMATION AFTER CLOSE OF ESCROW.



Confirmation of Establishment of Escrow

This form must be completed in its entirety and received by Indymac Mortgage Services on or before 10/20/2011, or the lender's approval for this short payoff will be withdrawn.

Account Reference Information:

Loan#: 
Borrower Name: 
 


The below confirmation must be completed by the designated settlement agent and faxed/mailed to ServiceLink Closing Department at OWBClosings@ServiceLinkFNF.com on or before 10/20/2011.

This is to confirm that an escrow/settlement transaction has been opened by _____ (company name) and on _____ (date of escrow/settlement) engaged services on the behalf of the above named seller and transaction.

Escrow/reference number: _____

Scheduled Settlement date: _____

Settlement Agent Contact Information

Name: _____

Email Address: _____

Phone Number: _____

By:

Settlement Agent Name

Date

Purchaser Eligibility Certification

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] ("Property") will be sold by Seller(s) to Buyer(s).

OneWest Bank, FSB ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, has agreed to a short sale pursuant to an OWB Loss Mitigation Short Sale Approval dated 10/10/2011 on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents, which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability. I declare under penalty of perjury under the laws of the State of CA that all statements made in this Affidavit are true and correct.
10. 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 or rent your house back after the closing. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.



Additionally, I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Seller 1

Date

Print Name

Seller 2

Date

Print Name

Seller's Agent

Date

Print Name and Company

State of _____

County of _____

On _____

before me, _____
(insert name and title of the officer)

personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Buyer 1

Date

Print Name

Buyer 2

Date

Print Name

Buyer's Agent

Date

Print Name and Company

State of _____

County of _____

On _____

before me, _____
(insert name and title of the officer)

personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)