

301 West Bay Street Jacksonville, FL 32202

March 22, 2016



Loan No:

Property address:

Dear

This approval is based on the contract of sale between and and and and PAUL S GRATT dated 11/24/2015. EverBank acknowledges this loan will close for less than the actual payoff amount of the mortgage and is contingent upon the following conditions:

- □ Sales price is <u>\$185,000.00</u>, if closing does not occur by the specified date, an extension must be approved and per diem interest may be required.
- □ Net sales proceeds to be no less than <u>\$171,214.85</u>, payable to EverBank.
- □ Seller waives all rights to any escrowed funds, or prepaid refunds.
- □ Any overages/tax credits must increase the net sales proceeds.
- □ Closing to occur on or before **05/02/2016**. Additional time will require Investor approval.
- □ Net sale proceeds must be wired to EverBank.:

• Wiring Instructions:

□ Wire funds to: Wells Fargo, Jacksonville, Florida

(wires only, ABA No. EverBank Payment Clearing Account No. EverBank Payment Clearing Account Reference: #Loan number-Last name

- □ HUD-1 Settlement Statement must be emailed to this office for final review and approval at least **48 hours** prior to closing to **Zinnia.Wallace@EverBank.com**. Any adjustments to the net sales proceeds will be made at that time. Failure to obtain final review and approval of the HUD-1 Settlement Statement could result in the denial and return of the proceeds wire.
- □ An electronic copy of the final executed closing documents must be emailed at time of closing to LM_Fulfillment_Liquidations@EverBank.com.

GRATT

□ The following items must be received within 24 hours of closing: Wired funds, signed approval letter, 2nd lienholder approval letter, Promissory Note, <u>Original</u> Short Sale Affidavit, Deficiency Waiver Agreement and the <u>Original</u> executed HUD-1. Settlement Statement.

Send closing package by overnight mail to:

EverBank Attn: Sherry Goodfarb/HomeOwners Solution Group 301 West Bay Street Jacksonville, Florida 32202

- □ The Property is being sold in an **"as-is"** condition.
- □ No other modifications or sales will be permitted without the prior written approval of EverBank.
- □ Approved closing costs are \$2,685.15 and approved commissions are \$11,100.00. Should closing costs or commissions exceed the approved amounts, additional approvals will be required. Please refer to the Payoff Approval Attachment with approved itemized closing costs and commissions.
- □ This letter will serve as evidence of our approval of this Short Sale transaction, if the Closing Agent requires such evidence.
- □ Upon receipt of the net sales proceeds, executed copy of the approved HUD-1 Settlement Statement, and Promissory Note (if applicable), EverBank will prepare the release of mortgage and forward it to the Closing Agent for recording. ***The cost associated with the recording of the release is the responsibility of the Closing Agent to collect at closing from the seller, which will be deducted from the Net Proceeds**. **Please provide the correct address and contact person to whom EverBank should send the release**.
- □ If the Property is in active foreclosure, EverBank will notify its foreclosure attorney to dismiss the foreclosure action, upon receipt of the net sales proceeds.
- By signing this approval letter you agree to adhere to and abide by the terms and conditions set forth herein.

Upon successful completion of the Short Sale, the Deficiency Waiver Agreement will be executed by an officer of EverBank and issued to the [Client].

Should you have any questions concerning this Short Sale transaction and/or instructions, please contact our office immediately at the number below.

Sincerely,

Zinnia Wallace

Date

EverBank (866) 839-7151 ext. 7317 Zinnia.Wallace@ EverBank.com

cc: R.E Agent

Enclosure(s): Payoff Approval Attachment, Short Sale Affidavit, Deficiency Waiver Agreement

EverBank is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court, this communication is for informational purposes only and is not intended as an attempt to collect, assess, or recover payment of a debt. In the event the referenced debt has been discharged in bankruptcy, this communication is not intended to collect, recover, or offset payment or a debt from you personally. Unless the Bankruptcy Court has ordered otherwise, the holder of your loan continues to retain whatever rights it holds in the property that secures the debt, despite your bankruptcy filing.