



PO Box 31690  
Tampa, FL 33631-3690

**Date:** November 21, 2016

**Loan No.:** [REDACTED]

**Borrowers:** [REDACTED]

**Property Address:** [REDACTED]

Your short sale is approved. We're providing information about next steps.

This letter includes changes to the Initial Approval letter that approved a short sale of the above listed property. Please read this letter carefully to make sure you understand the changes under the federal government's Home Affordable Foreclosure Alternatives (HAFA) short sale program. Please read this letter carefully because it includes important information you need to understand to successfully complete the short sale. If you are currently in an active bankruptcy proceeding, please consult with your bankruptcy attorney about how a short sale could affect your bankruptcy case. Please note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.

This package includes the next steps to complete your short sale.

1. Read this thoroughly and make sure you understand all of the conditions of the short sale.
2. Sign and review closing documents outlined in the letter.
3. If you have any questions, call 800.669.6650

### What this means to you

- Bank of America, N.A. and/or the investor, and/or the mortgage insurer/guarantor, if applicable, on your loan have approved the short sale of the property. This approval is only for the offer from the buyer referenced in the terms and conditions of this letter.
- A short sale allows you to sell the property at fair market value, even if it's less than what you owe on the home loan. When you sell your property for less than what you owe, a deficiency is created. A deficiency is the remaining balance

A **deficiency** is the remaining balance between what is owed on the loan minus the amount received from the sale and any final payment required before completing the short sale.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

between what you owe on the loan minus the amount received from the sale and any final payment you must make before completing the short sale.

- Bank of America, N.A. and/or the investor and/or any mortgage insurer/guarantor of your loan, if applicable, will accept less than the amount owed on your current home loan and you won't be responsible for your outstanding loan balance . If any portion of the deficiency is waived or forgiven, you won't be required to repay this amount, and it won't be sold or transferred later to a third-party debt collector or debt buyer for collection.
- As required by law, we'll report forgiven debt to the IRS based on the estimates below. These estimates represent the amount of deficiency debt that will be waived upon completion of the short sale and reported to the IRS for each of the listed loans. This may increase your income taxes and certain tax exemptions might apply. We encourage you to seek the advice of a tax professional. You can also find more information at [irs.gov](http://irs.gov).

The estimated amount of debt that will be waived on your Bank of America 1 <sup>st</sup> lien loan is:	\$65,858.51
The estimated amount of debt that will be waived on your Bank of America 2 <sup>nd</sup> lien is:	
The estimated total amount of debt that will be waived and reported to the IRS:	\$65,858.51

- As permitted by law, we'll report the current status of your loan to the major credit reporting agencies. For more information on credit, please visit [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm).

**A first lien secures payment of a debt if loan payments are not paid for a specified time period.**

The person or group in first lien position has the first right to collect on the debt. Any other lien holders are in a subordinate position, meaning they would not be able to recover losses until the **superior lien** has been satisfied. **Superior liens** take priority over all other liens on the property.

**A second lien secures payment of a debt if loan payments are not paid for a specified time period.**

The person or group that holds the first lien position has the first right to collect on the debt. The second lien holder cannot recover losses until the first lien has been satisfied.

**Forgiven debt** is the remaining balance on the loan that the borrower is no longer responsible to pay. This debt may be taxable.

## Next steps

To complete the approval of this short sale offer, please complete the following steps by the stated dates and timeframes.

1. Please read the terms and conditions of the short sale approval carefully.
2. The closing must take place by 12/26/2016.
3. You must provide a copy of this letter to the escrow and/or title agent who is handling the closing on the property as we won't issue any additional statements.
4. If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the bankruptcy court and provide it to Bank of America, N.A. no later than three business days before the Closing Date of 12/26/2016.
5. The escrow and/or title agent handling the closing on the property must upload a completed Assignment of Unearned Premium and the enclosed Important Notice Regarding Income Tax Reporting along with the final buyer(s) and seller(s) Closing Disclosure, HUD1 or other settlement statement (collectively "Settlement Statement") to the Short Sale Processing System 72 hours before the closing.
6. A Settlement Statement, signed by you and the buyer at closing, must be provided to the servicer no later than two business days after the Closing Date of 12/26/2016.

7. Prior to releasing any funds to holders of subordinate liens/mortgages, the escrow and/or title agent must obtain a written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
8. The amount of sales proceeds listed in the terms and conditions must be wired and received within two business days after the closing date, 12/26/2016. If funds are not received within two business days after the closing date, 12/26/2016, this approval is void. By this date, we must also receive the final Settlement Statement, the full amount of the short sale proceeds specified in the terms and conditions, and the signed HAFA Affidavit enclosed with this letter. Please be advised any other form of payment of funds outside of a wire transfer will be returned. Payoff funds must be received within 2 business days of the closing date.

## Questions

If you have questions about this letter, please call 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time.

## Terms and conditions of the short sale approval

Detailed below are the conditions of this approval. Please read all the information carefully.

### Short Sale Agreement:

- The sale and closing must comply with all terms and conditions of the short sale agreement between you and Bank of America, N.A., as well as all terms and representations you must provide.
- Your hardship must meet one of our eligibility criteria, for example:
  - The property has a combined loan-to-value ratio (CLTV) that exceeds 100%. This means the balance of your loan is greater than the current value of your property.
  - You have demonstrated an inability to make current contractual payments.
- Any change to the terms and representations contained in this short sale approval or the sales contract between you and the buyer must be approved by the servicer in writing. The servicer is under no obligation to approve such changes.
- If the terms and conditions of the short sale approval are not met, Bank of America, N.A. will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.

**Property Condition:** The property is being sold in an "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless otherwise stated.

**Buyer of the Property:** This short sale approval is exclusive to the offer from the buyer referenced here: The approved buyer(s) is/are Sheryl Common, and the sales price for the property is \$393,000.00. Another buyer cannot be substituted without the prior written approval of Bank of America, N.A. Furthermore, the buyer may not alter the capacity in which they will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust, LLC, or any other legal entity.

**Arm's-Length Transaction.** The borrower, purchaser, and all parties involved in the transaction must sign and date a Short Sale Affidavit (attached) at the time of the closing

confirming that the transaction is an arm's-length transaction with all net proceeds applied to the mortgage loan payoff in full satisfaction of the entire first-lien mortgage debt. An arm's-length transaction is a transaction between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise.

**Closing Information:** The closing must take place and the appropriate amount of sales proceeds must be wired and received within two business days after the closing date, 12/26/2016. If funds are not received within two business days after the closing date, 12/26/2016, this approval is void. By this date, we must also receive the final Settlement Statement, all of the other final approved documents, and the full amount of short sale proceeds specified below.

**Closing Costs:** Closing costs have been negotiated and agreed upon with the authorized agent as of 11/21/16.

- a. Total Closing Costs not to exceed \$49,434.98
- a. Maximum commission paid \$23,580.00
- b. Maximum allowed to the subordinate lien holder \$12,000.00.
- c. Maximum allowed for Homeowners Association (HOA) liens \$0.00 (if applicable).
- d. Maximum allowed for repairs \$0.00 (if applicable).
- e. Maximum allowed for termite inspection \$0.00 (if applicable).
- f. Maximum allowable for termite repairs \$0.00 for Repairs Related to Termite (if applicable).

Please be aware Bank of America, N.A. will not cover any additional fees that weren't approved on 11/21/16 and they will become the sole responsibility of the agent, the buyer or the seller to pay at closing. The total closing costs approved is \$49,434.98.

	1 <sup>st</sup> Lien Loan Number	2 <sup>nd</sup> Lien Loan Number
	[REDACTED]	
<b>Net Proceeds from Sale</b>	\$343,565.02	\$0.00
<b>Cash Contribution</b>	\$0.00	\$0.00
<b>Total Proceeds to Bank of America on Settlement Statement</b>	\$343,565.02	\$0.00
<b>Promissory Note</b>	\$0.00	\$0.00

**Proceeds from Short Sale:** The sellers won't receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; rather, they will be utilized by Bank of America, N.A. toward payment of the outstanding mortgage obligation, as permitted by law. If the Assignment of Unearned Premium Refund form is enclosed, complete and upload it to the Short Sale Processing System along with the final Settlement Statement.

**Proceeds from Insurance Claim:** If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America, N.A. will have the right to keep the proceeds and apply them toward the outstanding mortgage debt after the short sale. Similarly, we would have the

right to claim the proceeds to offset our losses if they were not previously disclosed and were sent directly to the borrower.

**Additional Fees:** We do not charge the borrower for statement, demand, recording, and reconveyance (release of lien) fees on short payoff transactions. These should not be included in your settlement statement. We prepare and record our own release of lien.

**Closing Delay and Fees:** If the closing is delayed and the Investor/Insurer agrees to an extension of the original closing date, to the extent permitted by law, the borrower(s)/seller(s) may be responsible for any daily fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. To the extent permitted by law, the borrower(s)/seller(s) will be responsible for any additional costs or fees over the stated approved amounts.

**Relocation Assistance:** You or an occupant may be eligible for relocation assistance. If the property is vacant at the time the short sale is initiated, there is no relocation assistance available. If the closing of the short sale occurs in accordance with this agreement, you may be entitled to relocation assistance of \$10,000 to assist with moving, rental and relocation expenses. We'll instruct the closing and/or title agent to pay you from the sale proceeds at the same time that all other payments, including the payoff of our first mortgage, are disbursed by the settlement agent. A maximum of \$10,000 per household is provided for the relocation assistance, regardless of the number of residents in the home.

Once all of your responsibilities under the Terms and Conditions have been completed and the property has been vacated, the closing and/or title agent will issue a check at closing to the mailing address we have on file for you. In addition to paying for relocation expenses, the relocation assistance payment may be used to pay for property transaction costs (such as an overdue utility bill on the property, or minor repairs made as a result of being identified during a property inspection as requested in writing). The relocation payment may not be used for the release of subordinate mortgage or non-mortgage liens recorded against the property and you aren't required by us to use the relocation assistance to pay any transaction expenses. Relocation assistance may be considered income and must be reported to the IRS on Form 1099C. You should contact the IRS or your tax preparer to determine if you'll have any tax liability.

**Subordinate Liens:** There must not be any liens or claims other than those recognized and accounted for in the Settlement Statement approval, on which this approval is based. Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. Subordinate lien holders may not require contributions from either the real estate agent or borrower as a condition of releasing the lien and releasing the borrower from personal liability.

**Transfer of Property:** There are to be no transfers of property within 30 days of the closing of this transaction.

Bank of America, N.A. requires this short sale transaction transferring ownership to the buyer named herein to be immediately recorded in public record within the applicable county where the property is located on the date which the transaction is consummated.

**Deed Transfer Provision:** The deed transferring the mortgaged property to the buyer must contain the following provision: "Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed.

After this 30 day period, grantee is further prohibited from conveying the property for a sales price greater than 120% of the short sale price until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee.”

**Sale of Property:** For the period between 31 and 90 calendar days after the closing, the purchaser is prohibited from selling the property for a gross sales price greater than 120% of the short sale price. If the escrow and/or title agent handling the closing is aware of any agreement whereby the buyer is to transfer title or possession of the property to any entity, including the borrower or a third party, the closing agent must obtain the prior written approval of Bank of America, N.A.

**Service Transfer of Loan:** During the short sale process, servicing for this loan may be transferred to a different loan servicer. Servicing refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. We may assign, sell, or transfer the servicing of your loan while the loan is outstanding. You will be given advance notice before a transfer occurs. Depending on the status of the short sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of a short sale.

**Bankruptcy:** If you are currently in an active bankruptcy proceeding, please consult with your attorney about how a short sale could affect your mortgage and your bankruptcy case. If your bankruptcy plan requires you to submit monthly mortgage payments to a Trustee, please note that all funds received from the Trustee during the short sale review, closing, and court approval process will be applied to the outstanding mortgage obligation pursuant to the terms of your bankruptcy plan. Please also note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.

**Termination of Short Sale Agreement:** We may terminate this agreement at any time if we have evidence of:

- Any fraud, misrepresentation, and/or material omission;
- A material change to the terms of the short sale transaction or a different buyer; or
- The transaction not complying with our requirements, policies, or procedures.
- Prevention of the transaction: Bank of America, N.A. is committed to taking the strongest action, including criminal referrals, against parties who, by their acts, victimize the selling homeowner, create an increased risk of loss to the bank, compromise federal foreclosure relief programs, or are acting outside their applicable licensing requirements of good, ethical conduct.

**Mortgage Fraud:** Any party is encouraged to report any suspicious activity on this transaction to Bank of America's mortgage fraud hotline at mortgagefraudhotline@bankofamerica.com.

We strongly discourage you from sending personal information via email unless it is sent through a secure, encrypted method. Unencrypted emails are at risk of being intercepted or seen by unauthorized parties. If you would like to send your information to us securely, please call me (or have your attorney call me) at 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time to assist you with this process. Please note Bank of America, N.A. won't solicit you to send confidential information to us through email.

We will record a lien release once the final transfer of title of the property is completed. Bank of America, N.A. appreciates your efforts and cooperation in meeting all of the terms and conditions of this approval. If you feel there is additional information you would like to provide, or if you need additional information, please call or have your attorney call your

Customer Relationship Manager at 800.669.6650. Please continue to work closely with your real estate agent to finalize your short sale.

Written Notices of Error, Requests for Information, and Qualified Written Requests (as defined in RESPA) must be sent to:

Bank of America, N.A.  
PO Box 942019  
Simi Valley, CA 93094-2019

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24 hours a day, 7 days a week. Homeowner counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

**Trabajemos juntos**

Hay ayuda disponible para los propietarios de habla hispana que tienen dificultades para pagar. Haremos todo lo posible por encontrar una solución para ayudarlo. Si usted tiene alguna pregunta y prefiere recibir asistencia en español, por favor llame al 800.669.6650.

## Important instructions for the seller and agent

1. Please complete the enclosed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting and provide this information to your closing agent.
2. **The closing agent must upload a certified copy of the final estimated Settlement Statement, Assignment of Unearned Premium, and Important Notice Regarding Income Tax Reporting to the Short Sale Processing System 72 business hours prior to closing. You cannot close without final approval of the closing costs.**
3. Payoff funds must be wired (unless otherwise specified) and must be received **within 48 business hours of the Settlement Statement date**, per the instructions below.

Bank of America, N.A.  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct # 12357-47067  
[REDACTED]

Reference loan#: [REDACTED]

Property Address: [REDACTED]  
[REDACTED]

Please note: Wire transfers must include the loan number, borrower's name and property address. **If the funds cannot be properly identified, they will be returned.**

4. You can also seek assistance at no charge from U.S. Department of Housing and Urban Development-approved housing counselors by calling the HOPE Hotline Number, 888.995.HOPE. Assistance in understanding this notice is available through the HOPE Hotline by asking for MHA HELP.
5. If you have not already provided a signed HAFA Affidavit, these documents will be required prior to Bank of America granting final HUD approval.



**Important Notice to Seller Regarding Income Tax Reporting**

To provide you with the total interest you paid on your mortgage and/or reported to the IRS at year-end, Bank of America, N.A. will need your new mailing address. Please complete the information below.

[Redacted]

**Current Mailing Address:**

[Redacted]

**New Mailing Address:**

Street:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Assignment of unearned premium refund**

A short sale was completed on the property: [Redacted]

[Redacted] The transaction closed on \_\_\_\_\_, \_\_\_\_ 20 \_\_\_\_

I/We, the insured, hereby request cancellation of our hazard insurance (e.g. homeowners, flood, hail, windstorm, etc.) effective on the closing date. Please refund the unearned portion of the premium directly to:

Bank of America, N.A.  
TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft Worth, TX 76155  
REFERENCE Account No: [Redacted]

I/We, the insured, hereby relinquish any claim to these funds.

\_\_\_\_\_  
Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed