



Please follow these instructions to avoid having the Short Sale proceeds sent back:

A copy of the Final Signed HUD, Short Sale Affidavit and Buyer Settlement Disclosure must be emailed to: (gt.final.hud@ditech.com) within 12 hours of closing the Short Sale.

****Please reference loan number, seller's last name and put "ATTN: Peter Sell in the subject line****

Approved Seller Closing Costs: ditech LOAN [REDACTED]

Buyers Closing Cost: 0.0
Property Taxes: \$1,140.00
Transfer Tax Doc Stamps: \$270.00
Seller Attorney Closing Escrow Fee: \$488.00
Title Policy Insurance: \$527.00
Recording Fee: \$175.00
Relocation Incentive: 0.0
Other Seller Closing Cost: \$99.00 NHD
Total of Settlement Charges: \$2,699.00

ANYTHING ELSE IS UNAPPROVED. APPROVED FEES ARE NOT RENEGOTIABLE. APPROVED FEES ARE LINE ITEM SPECIFIC

Peter Sell
ditech Closer
gt.final.hud@ditech.com
888-315-8733 x32236

751851 - 46

DITECH FINANCIAL LLC
P.O. BOX 6172
RAPID CITY SD 57709

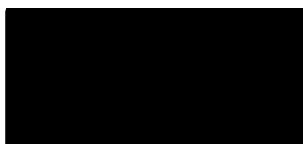
US POSTAGE AND FEES PAID

FIRST-CLASS
Mar 02 2017
Mailed from ZIP 56303
2 oz First-Class Mail Letter



endicia.com

071V00922396



Envelope: USPS_6x9_FULL_WINDOW
Total Pages: 7





Ditech Financial LLC
P.O. Box 6172
Rapid City, SD 57709-6172
Phone: 1-800-643-0202
www.ditech.com

March 1, 2017

[REDACTED]

Re: Ditech Financial LLC, ("Ditech")
Account Number: [REDACTED]
Property Address: [REDACTED]

Dear [REDACTED]

The current payoff on your above-referenced account is \$412,027.30. * Please be advised that Ditech Financial LLC ("Ditech") has approved the proposed short payoff subject to the following conditions:

1. Approval is contingent upon Ditech receiving proof of escrow/settlement being opened.
2. Close of escrow is to be on or before **03/23/2017**.
3. Gross contract sales price is **\$245,000.00**.
4. Ditech will accept and consider payment in the amount of **\$227,601.00** on the account as a settlement in full.
5. Maximum net sales proceeds to the 2nd lien of **\$0.00**.
6. Maximum commissions to agent of **\$14,700.00**.
7. Maximum closing costs **\$2,699.00** which excludes: third party short sale negotiation fees, third party short sale processing fees, escrow paid, pest inspections, home warranties, and water, sewer or utility fees.
8. Send separate wires for each loan if there are multiple loans to Ditech.
9. Parties other than Ditech must absorb (pay) any additional unapproved closing costs.

Any funds in your escrow account will be applied to your remaining loan balance. Upon receipt and verification of good funds, Ditech will release the deed of trust/mortgage and the Note will be settled in full.

* BECAUSE OF INTEREST, LATE CHARGES, AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, CONTACT CUSTOMER SERVICE AT THE ABOVE-REFERENCED ADDRESS OR TOLL FREE NUMBER.



This offer is expressly conditioned upon DITECH'S receipt of the funds by 03/23/2017.

If this offer is based upon a cash settlement, please assure good funds are received by Ditech by 03/23/2017. You may use the wiring instructions referenced below to send your settlement funds.

If this offer is conditioned upon the sale or refinance of the collateral securing the above-referenced account, Ditech must receive all available funds from the sale or the closing of the new loan, not to exceed the full payoff amount of the existing loan. You have represented to Ditech that there are no additional funds available from the sale or refinance of the property and that you shall receive no funds, either directly or indirectly, from the sale or the closing of the new loan. If any additional funds become available, you must instruct the title company to disburse the funds to Ditech.

In addition, the following documents **must** be emailed or faxed at the time of closing to gt.final.hud@ditech.com or 1-855-854-5146:

- Wire confirmation from institution showing the funds wired to Ditech
- Signed Servicer Approval Letter
- Closing Disclosure Forms/HUD-1 signed by all parties involved in the sale**
- Pre-Foreclosure Sale Addendum signed by all parties involved in the sale
- Copy of fully executed power of attorney
- Second Lien Approval Letter (if applicable)

On the date of closing, please direct the title company to remit the above-referenced amount by wire transfer using the following instructions:

Wiring Instructions:

ABA: [REDACTED]
 Account: [REDACTED]
 Account Name: Ditech Financial LLC
 Bank Name: Bank of America
 Bank Address: 150 Broadway Avenue
 Bank City: New York
 Bank State: NY
 Bank Zip: 10038

Account #: [REDACTED]

Please include the above-referenced account number with your payment.

After we receive your settlement amount, we will consider your account paid in full. We will report your account to the major consumer reporting agencies as "[a]ccount paid in full for less than the full balance."*** In addition, we are required by law to report the amount of the debt that is forgiven to the Internal Revenue Service (IRS). This may result in consequences regarding your federal, state or local tax liability. If you receive public assistance, the forgiveness of debt may affect your eligibility for these benefits. Ditech cannot provide any advice or guidance regarding possible tax consequences or effect on any public assistance benefits. You may wish to consult with your tax professional about any possible tax consequences and/or your public assistance office regarding other consequences that may result from the forgiveness of debt. If you choose not to proceed with the forgiveness of debt, please contact Ditech immediately at 1-877-816-9125.

Grantee (purchaser) 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 \$294,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee.



If you have any questions, please call me at 1-877-816-9125. Thank you for your assistance.

Sincerely,

JAMES D

Ditech

1-877-816-9125

Monday - Friday 7 a.m. to 8 p.m., Saturday 7 a.m. to 1 p.m. CST

Enclosures: Short Sale Affidavit

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

** Ditech policy prohibits it from providing any instructions to settlement agents or the customer regarding the completion of the HUD-1.

*** This description may vary by consumer reporting agency.



SHORT SALE AFFIDAVIT

Servicer: _____

Servicer Loan Number: _____

Address of Property:

Date of Purchase Contract: ____/____/____

Investor: _____

Seller: _____

Buyer: _____

Seller: _____

Buyer: _____

Seller's Agent/Listing Agent: _____

Buyer's Agent: _____

Escrow Closing Agent: _____

Transaction Facilitator (if applicable): _____

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Seller(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;



- (c) Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement;
- (d) The Seller(s)/Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent; [As of August 1, 2014, this attestation is a mandatory requirement as stated in SVC-2014-09: Updates to Short Sale and Mortgage Release™ (Fannie Mae accounts) and Bulletin 2014-10 (Freddie Mac accounts).]
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (f) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (g) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (h) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (i) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- (j) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.



(Seller's Agent/Listing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Escrow Closing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Transaction Facilitator's Signature (if applicable)) By: _____

