

**CONDITIONAL AGREEMENT  
REGARDING PROPERTY SALE**

March 29, 2017

Loan #: [REDACTED]

Property address: [REDACTED]

Dear [REDACTED]

Nationstar Mortgage LLC ("Nationstar Mortgage") has reviewed your request calling for the sale of the above referenced property which will result in a short payoff of the mortgage. Nationstar is prepared to enter into a short sale arrangement with you upon satisfaction of requirements set forth below. Please be advised that this letter does not constitute an approval of the short sale but only an agreement to permit the short sale upon satisfaction of all necessary conditions. Nationstar reserves the right to terminate this agreement if the specified conditions are not met.

Nationstar Mortgage's approval is conditioned upon the following:

- 1.) The closing must occur on or before 5/12/2017 by noon (CST)
- 2.) Prior to releasing any funds to a subordinate mortgage/lien holder(s), the servicer through its agent must obtain 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. A copy of the written commitment provided by the subordinate lien holder must be sent to the servicer with the final Settlement Statement which is provided in advance of the closing for approval
- 3.) The approved buyer(s) is/are [REDACTED]
- 4.) The approved Gross Sales price is \$270,000.00
- 5.) Allowable closing costs are limited\* to the following:

a. Commissions	\$10,800.00
b. Total Other Closing Costs	\$3,805.24
c. Negotiated Subordinate 2 <sup>nd</sup> Lien Release (if applicable)	\$0
d. Negotiated Subordinate 3 <sup>rd</sup> Lien Release (if applicable)	\$0
e. Seller's Concessions (if applicable)	\$0
f. Relocation Assistance (if applicable)	\$0
g. Extension Fee (if applicable)	\$0

\*These are the estimated allowable closing costs. In some circumstances, final closing costs may be approved which exceed these estimates. See Important Notice below.

- 6.) Seller(s) acknowledge and agree as follows:
  - a. The seller(s) must not receive any proceeds from the short sale transaction, unless otherwise approved by Nationstar Mortgage as advised in section 5 of allowable closing costs.
  - b. All insurance proceeds, miscellaneous proceeds, and proceeds held in suspense/impound will be applied to the loan deficiency, unless otherwise agreed to in writing by Nationstar Mortgage and Seller(s).
- 7.) The total Seller's Cash Contribution required at closing is \$0.
- 8.) In addition to the Cash Contribution at closing (as stated in section 7), the seller is also required to execute a promissory note in the amount of \$0. A promissory note will not need to be executed at the time of closing if the amount required is \$0.00.
- 9.) Net proceeds must meet or exceed \$255,394.76 including any Seller's Cash Contribution at the time of closing.
- 10.) The short sale transaction must be an "Arms Length" transaction, and the attached Arms Length Affidavit (if provided) must be signed at closing and returned.

*Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U. S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this correspondence shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.*



- 11.) All Final Settlement Statements must be submitted via Equator.com for final approval at least 3 days prior to closing.
- 12.) If the terms above change in any way, are delayed, or cancelled please notify Nationstar Mortgage through Equator messaging immediately. Any changes needed within 10 business days of the closing date may not be eligible for approval or may delay the final closing date.
  - a. Nationstar Mortgage LLC reserves the right to charge a per diem for any delays.
- 13.) The foreclosure process may continue during the short sale transaction under certain circumstances. If the complete short sale application was received less than 37 days prior to a scheduled foreclosure, there may not be time to prevent the scheduled sale from moving forward. Likewise, in judicial foreclosure states, a judge has discretion to refuse to halt a scheduled foreclosure sale.
- 14.) All short sales of loans that have mortgage insurance coverage are subject to mortgage insurer approval.
- 15.) All funds from the sale must be wired to:
  - Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104
  - Routing [REDACTED]Funds received after 3:00pm Central Time may be posted on the following business day. Please include the Mortgagor's Loan Number on all correspondence. Loan number and Borrower name must be attached to the wire. If the funds received are less than the net proceeds approved in this letter, the funds will be returned.
- 16.) **The ARMS Length Affidavit (if required), wire confirmation, final Settlement Statement, and this seller signed approval letter must be uploaded through Equator.com prior to the final Settlement Statement approval being issued.** Any delays in receiving these documents may result in the return of the wire and cancellation of this approval.
- 17.) In the event of any action arising out of or relating to this Agreement or in connection with any foreclosure action dismissed as a result of entering into this Agreement, each party shall bear its own costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

Upon meeting all the conditions specified in this letter, Nationstar Mortgage agrees to (1) file a withdrawal of the Notice, 2) provide any documents necessary for release of mortgage after we receive the required funds, and 3) make reasonable efforts to have any pending foreclosure action dismissed against the borrower(s)/mortgagor(s). Additionally, upon satisfaction of these conditions, in jurisdictions where collection of deficiency balances is not permitted by applicable law, collection of the debt is conditioned or prohibited by a proceeding in Bankruptcy Court or where investor guidelines prohibit collection of such balances, Nationstar will waive any remaining balance on the account.

**Possible Income Tax Considerations:** The difference between the remaining amount of principal you owe and the current market value of the property must be reported to the internal revenue service (IRS) on Form 1099-C as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS ([www.irs.gov](http://www.irs.gov)) or your tax preparer to determine if you may have any tax liability.

**Possible Credit Considerations:** The short sale will be reporting to the credit reporting agencies as "Account legally paid in full for less than the full balance". For more information on credit, please visit the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).

Sincerely,



SHORT SALE UNDERWRITER/MANAGER

Centralized Collateral

Ph: 866-312-2432 x 6511

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\*\*\*IMPORTANT NOTICE\*\*\*

We reserve the right to adjust any portion of this statement at any time for one or more of the following reasons, but not limited to: recent advances, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and/or inadvertent clerical errors. This payoff estimate does not waive our rights to collect any funds which become due on this account as a result of any subsequent adjustments.

Additionally, Nationstar Mortgage LLC will not provide reconveyance or release of the Security Instrument until the net proceeds and all other items required above have been received.

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By signing below, I certify that I have read, agree to, and accept the terms and conditions set forth in this letter.

\_\_\_\_\_  
[Borrower 1 Printed Name]                      Date

\_\_\_\_\_  
[Borrower 2 Printed Name]                      Date

\_\_\_\_\_  
[Borrower 1 Signature]                      Date

\_\_\_\_\_  
[Borrower 2 Signature]                      Date

**New York Residents:** New York City Department of Consumer Affairs License Number: 1392003

**North Carolina Residents:** Nationstar Mortgage LLC is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450.

Nationstar Mortgage LLC is also licensed by the North Carolina Department of Insurance, Permit Number 105369.

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

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