

SS-DIL

P.O. Box 1274
Brandon, FL 33509



12/09/14

Re: 200 RACETRACK ST
AUBURN CA 95603

Account #: [REDACTED]

Subject: CLOSING INSTRUCTIONS/SHORT SALE AGREEMENT

Dear Valued Customer:

At BENEFICIAL FINANCIAL I INC. we are committed to working with our borrowers who may be experiencing financial difficulties. As part of this commitment, I, JIM IKONOMOU, am pleased to be your designated Mortgage Servicing Specialist. Please contact me with any questions that you may have specific to your account or the important correspondence contained within this letter. My direct contact number is 1-877-601-7019, extension 56023. If you cannot reach me and do not wish to leave a message, additional Mortgage Servicing Specialists are available at 1-877-601-7019, extension 56077 who can also provide assistance.

Faxing is preferred as this method ensures a more timely receipt of any needed documents. To communicate electronically, please visit us at www.beneficial.com.

PLEASE NOTE THE FOLLOWING IMPORTANT COMMUNICATION REGARDING YOUR ACCOUNT.

This letter is to confirm that BENEFICIAL FINANCIAL I INC. has approved the short sale request on the above-referenced account.

Upon completion of all terms under this agreement, BENEFICIAL FINANCIAL I INC. agrees to release the lien on the above-listed property for a minimum payment amount of \$194,824.78. Please remit this payment in CERTIFIED FUNDS ONLY with the final HUD-1 Settlement Statement and this Agreement including the Short Sale Affidavit to the address listed below. If wiring the payment, please fax the original documents as specified in the prior sentence to the fax number listed below.

BENEFICIAL FINANCIAL I INC.
Attn: Loss Mitigation Department
636 Grand Regency Blvd.
Brandon, FL 33510
Fax Number: 1-866-859-3099

Wiring Information:
ABA No. 021001088
Account 001842790
Bank Name: HMS Servicing Clearing Account
Bank Address:
HSBC Bank
1 HSBC Center
Buffalo, NY 14203

Any surplus funds from the close of the sale shall be paid directly to BENEFICIAL FINANCIAL I INC.. This offer is contingent upon the following conditions:

- Sales price of \$210,000.00.
- Seller to net zero. This must be shown on the final HUD-1 Settlement Statement. If there are any remaining escrow funds or refunds, no refunds shall be returned to the seller, all remaining funds shall be sent to BENEFICIAL FINANCIAL I INC. to offset the loss.
- Seller's closing costs not to exceed \$1,759.50, which includes attorney fees in the amount of \$0.00.
- Real estate commission not to exceed \$10,500.00.
- Buyer Concession not to exceed \$0.00.
- Repair costs not to exceed \$0.00.
- Net proceeds to the first lien 19130038 to be no less than \$194,824.78, which includes a required borrower cash contribution of \$0.00.
- Net proceeds to all junior liens to be no more than \$0.00.
- Any additional funds at closing must be remitted to BENEFICIAL FINANCIAL I INC..
- The net proceeds must be accompanied with a copy of the final HUD-1 Settlement Statement.
- BENEFICIAL FINANCIAL I INC. must receive the net proceeds checks by 01/30/15 or one (1) business day after the closing takes place.
- BENEFICIAL FINANCIAL I INC. does not charge the borrower for statement, demand, recording, and reconveyance fees on short sale transactions. Do not include them in your settlement statement. BENEFICIAL FINANCIAL I INC. prepares and records its own reconveyances.

Please note this approval is conditioned on BENEFICIAL FINANCIAL I INC. receipt of the proceeds listed above by 01/30/15. If there is a delay in the closing and/or disbursement of the proceeds this offer may become null and void.

Our Customer(s) (Seller(s)) must acknowledge their agreement to the terms outlined in this letter by their signatures at the bottom of this letter. This letter must accompany the settlement proceeds check and net settlement worksheet. Failure to do so may result in a delay of any release of the lien and/or voiding of this offer.

Please note that if we do not receive the final HUD-1 Settlement Statement within five (5) business days from the date of the closing, we may reverse the short sale and refund the funds.

Our Customer(s) agrees that upon the posting of the agreed upon short sale amount, the remaining loan balance, if any, will be charged off and no additional payment will be required.

Special Notes/Conditions:

In the event the property should go through foreclosure sale prior to the end of the offer period, this agreement will become null and void. There may be a tax liability associated with this transaction; please have Seller(s) consult with a tax advisor for more information.

As mentioned at the beginning of this communication, I am here to help answer your questions and provide assistance navigating through the best solution for your circumstances. Please do not hesitate to call me at 1-877-601-7019, extension 56023. Our hours of operation are Monday through Friday 8 am – 10 pm ET.

If you are working with a Real Estate Agent and they wish to contact us with respect to our short sale process, please have them contact our Real Estate Hotline at 1-800-348-4712.

Sincerely,

JIM IKONOMOU
BENEFICIAL FINANCIAL I INC.
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For all Written Inquiries and Error Resolution requests, please mail to the following:

Attn: Research
P.O. Box 1231
Brandon, FL 33509-1231

For Payoff Requests, please mail to the following:

Attn: Payoffs
P.O. Box 897
Brandon, FL 33509

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.*

* PLEASE NOTE THIS STATEMENT AND ANY REFERENCE IN THIS NOTICE TO A PERSONAL OBLIGATION TO MAKE PAYMENT DO NOT APPLY TO YOU IF YOU FILED A BANKRUPTCY PETITION AND RECEIVED A DISCHARGE OF YOUR PERSONAL LIABILITY FOR THE OBLIGATION IDENTIFIED IN THIS LETTER OR THERE IS AN AUTOMATIC STAY CURRENTLY IN EFFECT. IN EITHER CASE WE MAY NOT AND DO NOT INTEND TO PURSUE COLLECTION OF THE OBLIGATION FROM YOU PERSONALLY AND THIS LETTER IS NOT INTENDED AS A DEMAND FROM YOU PERSONALLY. UNLESS THE BANKRUPTCY COURT HAS ORDERED OTHERWISE, HOWEVER, PLEASE ALSO NOTE THAT DESPITE ANY SUCH BANKRUPTCY, THE LENDER RETAINS A SECURITY INTEREST IN THE PROPERTY IDENTIFIED IN THIS LETTER, WHICH THE LENDER MAY PURSUE AND ENFORCE.

Esta carta contiene información importante sobre su cuenta y podría requerir su atención. Si tiene alguna pregunta y desea hablar en español con un empleado, sírvase comunicarse con nosotros al 1-877-601-7019, marque el número 2, durante nuestras horas de oficina normales.

I acknowledge by my signature below, that I have read, understand, and agree to the terms of this letter.

Borrower DATE

Co-Borrower DATE

Notary Public Signature Seal

License Expires _____

On this _____ day of _____ in the year _____, the above signed person (s) _____
_____ personally known/provided personal identification of _____ Being duly sworn, did execute
this forgoing affidavit and did so at his/her free act and deed.

Signed in my presence on this _____ day of _____, _____.

Notary Signature



SHORT SALE AFFIDAVIT

Loan Number: [REDACTED]

Date of Purchase Contract: ____/____/____

Address of Property:

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. 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;
- e. 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;
- f. 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;
- g. 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;
- h. This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- i. 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: _____