



November 18, 2011

Loan Number: _____

Borrower Name: _____

Property Address: _____
HENDERSON, NV 89074

Dear _____

In response to your request for a sale of the above referenced property, for less than the total payoff of the mortgage loan, _____ hereby agrees to the short sale between _____ the seller, and _____ the buyer, and _____ will release its lien, contingent upon the following terms:

1. With a purchase price of \$946,000.00 in which the required minimum net proceeds for loan number _____ should be no less than \$881,600.00. The settlement/closing is scheduled on _____ or before 12/18/2011.
2. The approval letter is void after the closing date above. If an extension of the closing date is requested and/or approved, then per diem interest will be charged through the closing date.
3. Buyer(s) and seller(s) cannot be added, removed, changed, or substituted without prior written approval of America's Servicing Company.
4. Any assignment of contract is null and void. Under no circumstances can the contract be assigned.
5. The property is being sold in "As Is" condition. No repairs will be made or paid out of proceeds.
6. The transaction has to be an "Arms Length Transaction". The buyer(s) and seller(s) cannot be related through family or business interest.
7. A copy of the Final HUD1 Settlement Statement must be faxed to _____ within 48 hours of closing. This fax should be sent _____ or emailed to _____ m.
Do not close without an approved HUD1 Settlement Statement from _____
8. **IN NO EVENT SHALL THE BORROWER RECEIVE ANY FUNDS FROM THE SALE OF THIS PROPERTY.**
Any surplus funds above the agreed upon short sale purchase price at the time of closing is the exclusive property of _____ and shall be made payable to _____. The borrower(s) also waive their rights to any escrowed funds or refunds from prepaid expenses.