



West Palm Beach, FL 33416-4737

DISCOUNT PAYOFF AGREEMENT and RELEASE OF CLAIMS

December 27, 2011

Re: Loan Number:
Property Address: , Bay Point , California , 94565.
Borrower(s): K (Collectively, "You", "Your" or the "Borrower")

Dear: K

PRIOR TO PROCEEDING WITH THE SHORT SALE RESOLUTION, PLEASE TAKE INTO CONSIDERATION THAT N WILL NOT POSTPONE A SCHEDULED FORECLOSURE SALE, EVEN IF THERE IS A PENDING SALE CONTRACT. NO REQUEST FOR A POSTPONEMENT OF A FORECLOSURE SALE WILL BE GRANTED. THEREFORE, YOU MUST CONSIDER THE TIME NECESSARY TO CONCLUDE THE CLOSING IN YOUR DECISION TO PROCEED. THE DISCOUNTED PAYOFF OPTION WILL EXPIRE IF THE FUNDS ARE NOT RECEIVED AND THE OTHER CONDITIONS OF THIS AGREEMENT ARE NOT FULFILLED PRIOR TO THE DATE OF A FORECLOSURE SALE, WHETHER CURRENTLY SCHEDULED OR SCHEDULED AFTER THE DATE OF THIS DISCOUNT PAYOFF AGREEMENT AND RELEASE OF CLAIMS.

acting on behalf ; ("Investor"), has approved a discounted payoff on the above referenced loan in the amount of \$192,426.00 ("Payoff Amount") and subject to the conditions set forth herein, an assistance payment to the borrower of \$N/A ("Assistance Payment") This discounted payoff option expires on the earlier of (i) a scheduled foreclosure sale (whether scheduled as of the date of this Agreement or scheduled thereafter) and (ii) 02/03/2012 (the "Expiration Date"), that is, if you do not comply with the terms described below on or before such Expiration Date, this payoff option offer will no longer be available to you. To accept the discounted payoff, you must adhere to the following prior to the Expiration Date:

1. The maximum payment allowable to any 2nd lien holder is N/A.
2. The maximum payment allowable to any 3rd lien holder is N/A.
3. The maximum allowable real estate commission is 6.00%.
4. An arms-length affidavit must be signed and returned with this letter.
5. Each one of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".
6. You must fax a fully signed copy of this letter to
7. must **receive** the approved Payoff Amount by bank wire transfer no later than the close of business on 02/03/2012.
8. You must fax a copy of the signed HUD-1 Settlement Statement to our attention at the below listed fax number by 02/03/2012. The HUD-1 Settlement Statement must be consistent with the preliminary HUD-1 that relied upon to approve this discounted payoff. Any surplus funds must be paid directly to Loan Servicing, LLC. Under no circumstances shall any funds go to the borrower(s) unless pre-approves such payment to the borrower(s).
9. **PROMISSORY NOTE:** Under some circumstance, you may be required to execute a promissory note as a condition of accepting the Payoff Amount. If the amount below is \$0 or blank, then this condition is not applicable. You have/has agreed to sign a promissory note in the amount of \$ N/A, the full amount of which shall be applied to reduce any deficiency balance you owe on your home

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.