



Servicing Center
 Home Equity Payment Processing
 MAC B6955-01B
 PO Box 31557
 Billings, MT 59107-9900

April 18, 2011

MALIBU CA 90265-5707

RE: **Short Sale Approval**
 Borrower(s):
 Account #:
 Property: , Malibu, CA 90265
 Buyer(s):

Dear Borrower(s):

This Final Short Sale Approval Letter serves to confirm that _____ Bank, N.A. _____ has approved your request for a short sale of the above-referenced Property, and is an agreement between you and _____ as to the terms of the short sale of the Property. Please be advised, _____ is **NOT** attempting to collect a debt (deficiency or otherwise) from you personally.

_____’s approval is valid until April 26, 2011, and requires written acceptance by you. To accept, sign and return the original copy of this letter to _____.

Any requested changes to the stated terms and conditions in this letter must be requested in writing by you, and/or your legal representative and approved by _____.

AGREEMENT

1. Borrower’s Representations

- A. Borrower filed for relief under Chapter 7, Chapter 13, or Chapter 11 of the United States Bankruptcy Code on November 14, 2007.
- B. Borrower received a bankruptcy discharge of their obligation to repay _____ pursuant to the terms of the Account, or an order has been issued by the bankruptcy court authorizing Borrower’s short sale of the Property.
- C. Prior to filing for relief under the United States Bankruptcy Code, Borrower agreed to repay the above-referenced Account and granted _____ a valid security interest and an enforceable lien on the Property which secures the Account.
- D. Borrower, during the course of the above-referenced bankruptcy case, did not, and does not intend to reaffirm the Account secured by the property.
- E. Borrower acknowledges and understands that Borrower is not obligated to enter into this Agreement, and that Borrower is entering into this Agreement at Borrower’s request, voluntarily and with no coercion or pressure from _____ for the sole purpose of selling the Property free and clear of _____’s security interest and lien. Borrower further acknowledges that _____ has advised Borrower that Borrower has no personal obligation to repay the Account secured by the Property because the debt created pursuant to the terms of the Account has been discharged in bankruptcy; or, if Borrower has not yet received their discharge, that Borrower will have no personal obligation to repay the Account secured by the Property at the time Borrower receives their bankruptcy discharge.

_____/____/____ (AFTER READING THIS PARAGRAPH, BORROWER MUST INITIAL HERE.)