



Home Equity Solutions  
 Mac X2303-01N  
 One Home Campus  
 Des Moines, IA 50328

September 10, 2010

SAN JOSE CA 95112-1711

RE: **Short Sale Approval**

Borrower(s):

Property: SAN JOSE, CA 95112

Buyer(s):

Dear Borrower(s):

This Final Short Sale Approval Letter serves to confirm that \_\_\_\_\_ Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, and is an agreement between you and Wells Fargo 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 9/30/2010, 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 12/29/2009.
- B. Borrower received a bankruptcy discharge of their obligation to repay Wells Fargo pursuant to the terms of the Account.
- 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.

\_\_\_\_\_/\_\_\_\_\_ (AFTER READING THIS PARAGRAPH, BORROWER MUST INITIAL HERE.)