

Indymac Mortgage Services
2900 Esparanza Crossing
Austin, TX 78758

12/11/2009

Loan No:
2nd Loan No:
Property:

Dear Borrower(s):

Indymac Mortgage Services has approved the proposed short payoff subject to the following conditions:

1. This approval is contingent upon Indymac Mortgage Services receiving proof of escrow/settlement opened in accordance with the attached Settlement Confirmation form. This approval will be rescinded if the confirmation is not received by **12/17/2009**
2. Close of escrow to be on or before **1/14/2010**
3. Gross contract sales price: **\$204,900.00**
4. Minimum net sales proceeds to Indymac Mortgage Services: **\$186,880.50**
5. Maximum net sales proceeds to 2nd: **\$0.00**
***If there is NO 2nd lien, any proceeds indicated to the 2nd lienholder will be added to Indymac Mortgage Services net proceeds.**
6. Maximum commissions to agent: **\$10,245.00**
7. Maximum closing costs - max 3% buyer concessions (EXCLUDES: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAID, PEST INSPECTIONS AND HOME WARRANTIES): **\$5,725.50**
8. Borrower (Seller) agrees that third party short sale management fees of **\$2,049.00** shall be allocated to Borrower (Seller) and shall appear as a Seller charge on the Form HUD-1 Settlement Statement. Such Fee disclosed on the HUD-1 as ServiceLink Management Fee (Other Fees HUD section 1300) to ServiceLink in the amount of **\$2,049.00**
HUD-1 must be presented to ServiceLink for review and approval 48 hours prior to closing.

Wire this Administration fee to ServiceLink at:

Bank Name: Wachovia
Account Name: LCSC for OneWest Short Sales
ABA Routing: 051400549
Account: 2000048277204

Include the Loan Number and Title Company Name with all transmittals.

9. **Please send separate wires for each loan if there are multiple loans to Indymac Mortgage Services.**
10. Parties other than Indymac Mortgage Services must absorb (pay) any additional unapproved closing costs.
11. Borrower (Seller) to receive no funds or cash from this transaction.

12. The borrower must sign the attached acknowledgement to all terms specified in this approval and must acknowledge that Indymac Mortgage Services waives all deficiency rights as provided by the note, deed of trust and/or security agreement in accordance with local and federal laws.
13. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
14. Review of purchase documents - Indymac Mortgage Services has the unlimited right to revoke this short payoff approval should there be any material changes to the final HUD-1 Settlement Statement.
15. A COPY OF THE FINAL SIGNED ACKNOWLEDGMENT, PURCHASER ELIGIBILITY CERTIFICATE, CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE FAXED AND EMAILED TO THE FOLLOWING WITHIN 24 HOURS OF CLOSING:
Patrick Burchard
ServiceLink
patrick.burchard@servicelinkfnf.com
16. Please instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow. ALL PROCEEDS MUST BE WIRED. *
17. Wire Indymac Mortgage Services short-sale proceeds to:

**Wells Fargo Bank
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SD. 57104
ABA #121000248**

**Credit to Account: Indy Mac Property Liquidation
Clearing Account**

Account #: [REDACTED] - [REDACTED]

RE: Indymac Mortgage Services SPO Loan # [REDACTED] / 12/11/2009

IF MORE THAN ONE LOAN PLEASE SEND SEPARATE WIRES FOR EACH

18. Indymac Mortgage Services must receive confirmation of the close of escrow within 24 hours of the actual settlement date.

If all conditions are followed the borrower(s) will be released from this lien.

Respectfully,

Patrick Burchard
Offer Negotiator
ServiceLink
Email: patrick.burchard@servicelinkfnf.com
Phone: (888) 341-8716