Bank of America

1

Home Loans Mail Stop: TX2-982-03-02 7105 Corporate Dr. Plano TX 75024

Cichard L & Cheryl Capill Sol

Reno, NV 89521

Notice Date: November 20, 2009

Account No.:

5174204

Property Address:

Sparks, NV 894.25

IMPORTANT MESSAGE ABOUT THIS ACCOUNT

This letter will serve as BAC Home Loans Servicing, LP's demand for payment and advises you that BAC Home Loans Servicing, LP and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

WHAT THIS MEANS TO THE SELLER

BAC Home Loans Servicing, LP and/or its investors may pursue a deficiency judgment for the difference in the payment received and the total balance due, unless agreed otherwise or prohibited by law, if the short sale closes on the loan referenced above. In addition, if this loan is covered by mortgage insurance, the mortgage insurance company may reserve the right to pursue the seller for the deficiency based on the terms of the mortgage insurance policy. Furthermore, there may be tax consequences associated with entering into a short sale. The seller is encouraged to seek guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon BAC Home Loans Servicing, LP and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon BAC Home Loans Servicing, LP receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

- Closing must take place no later than 12/18/2009 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing.
- 2. The approved buyer(s) is/are and the sales price for the property is \$175,000.00.
- Another buyer cannot be substituted without the prior written approval of BAC Home Loans Servicing, LP.
- Closing costs have been negotiated and agreed upon with the authorized agent as of 11/20/09.
 - a. Total Closing Costs not to exceed \$ 7,809.52.
 - b. Maximum commission paid \$ 10,500.00.
 - c. Maximum allowed to the Jr. Lien Holder \$0.
 - d. Maximum allowed for HOA liens \$443.00 (If applicable).
 - e. Maximum allowed for repairs \$0 (if applicable).
 - f. Maximum allowed for termite inspection/repairs \$0 (if applicable).

Any additional fees that were not approved on 11/20/09 will not be covered by BAC Home Loans Servicing, LP and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to BAC Home Loans Servicing, LP to be no less than \$156,690.48.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.



Wells Fargo Home Mortgage MAC x7801-01k 3476 Stateview Blvd Fort Mill. SC 29715

August 01, 2009



Sparks NV 89436

Dear Control of the c

RE: Demand Statement for Loan
Projected Settlement Date 08/07/09
Property Loans

Sparks NV 89436

Client 708

Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 06/18/09 between the seller(s), the buyer(s), for a purchase price of \$ 142,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

 The required minimum payoff is \$ 125,173.68, scheduled for settlement on or before 08/07/09. Your contribution and settlement costs allocated for this transaction are:

Mortgagor contribution: Cash at Closing: \$0.00 Promissory Note: \$0.00

Real Estate Commission: \$8,520.00 Approved Seller Closing Costs:

4,260.00 SELLER CONCESSION 340.00 SETTLEM/DOC PREP TITLEINS/EXPRESS MAI 839.00 591.15 RECOV FEE/REC FEE 282.90 SEWER/GARBAGE LIEN 958.70 TAXES 1ST HALF 1,474.55 HOA/IRONS/WINFIELD 360.00 HOA TRANSF/DOC FEE 7.00 NOTICE EXEMPTION FEE

LC100/KB6/pg.1

Wells Fargo Home Mortgage
Is a division of Wells Fargo Bank, N.A.

AURORA LOAN SERVICES

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE: 800-550-0508 • FAX: 308-635-3145

VIA FACSIMILE: 775 626 9916

October 23, 2009

3640033584483534\$\$00110-23-09

Janet Vossler Homegate Realty

RE: Short Payoff Approval: Demand Statement

Angura Loan Services Loan Number:

Borrower(s):

Property Address:

Reno NV 89506

Aurora Loan Services has approved the sale of the above-referenced property that will result in a short payoff of the mortgage. Our approval is based on the contract of sale between:

dated October 2, 2009 for the purchase price of \$ \$123,000.00. This letter constitutes Aurora Loan Services' instructions to the Settlement Agent. As such, this approval is conditioned on a short payoff that meets the following criteria:

- 1. The required minimum payoff amount is \$ \$107,800.00. Settlement costs have been allocated as follows:
 - * SELLER TO NET \$0.00 FROM SHORT SALE TRANSACTION
 - * ALL OVERAGES ARE PAYABLE TO AURORA LOAN SERVICES
 - * SELLER PAID CLOSING COSTS NOT TO EXCEED \$\$7,820.00. ANY REDUCTION IN THE APPROVED CLOSING COSTS MUST BE ADDED TO THE NET PROCEEDS.
 - * BUYER PAYS ANY AND ALL ADDITIONAL CLOSING COSTS
 - * COMMISSIONS NOT TO EXCEED \$\$7,380.00
 - * **All of the above must be reflected on final HUD-1
- 2. The closing must be completed on or before close of business on November 21, 2009.
 - * Maicten approval must be obtained from Aurora Loan Services Short Sale Department if unable to complete the transaction by the specified settlement date.
 - * Aurora Loan Services reserves the right to assess a per diem after the original settlement date.
- 3. If settlement is changed, delayed or the transaction is cancelled, immediately notify the Loan Resolution Department in writing at no less than one week before the closing date noted above with the required documentation.
- 4. The sale transaction must be an "arm's length" transaction which means that all parties involved in the sale must be unrelated and unaffiliated and there are no side agreements between the seller or the buyer and any other party.
- 5. Neither the borrower nor any other party may receive any sale proceeds or any other funds, directly or indirectly, as a result of this transaction, except as noted in this letter.





P.O. Box 631730 Irving, TX 75063-1730

July 15, 2009



Lubbock, TX 79424-4938

Re: American Home Mortgage Servicing, Inc. Loan Number
Borrower(s):
Property Address:
Sparks NV 89436

Dear 1

This letter agreement ("Agreement") will confirm that American Home Mortgage Servicing, Inc., ("AHMSI") and Borrowers hereby agree to a shor payoff of their Loan, subject to the following terms and conditions:

- 1. The new proceeds to AHMSI from the sale of the Property must not be less than \$134,694.25 (referred to herein as the "Net Proceeds").
- 2. The Net Proceeds are calculated based on a total Property sales price of \$152,500.00 (referred to herein as the "Total Sales Price"). If the actual Property sales price is more than the Total Sales Price, all additional funds over the Total Sales Price shall be paid to AHMSI at closing. The broker's commission should not exceed 5%, based on the actual property sales price.
- 3. No more than \$0.00 out of the Total Sales Price shall be paid to any junior lien holder.
- 4. No portion of the Total Sales Price shall be payable to the Borrowers or rebated to the purchaser of the Property.
- 5. The difference between the Total Sales Price and the combined amount paid to AHMSI and any junior lien holder(s) shall be applied to the Borrowers' portion of the closing costs and the real estate sales commission relating to the sale of the Property. Any amount remaining shall be paid to AHMSI at closing.
- 6. Any funds held in Borrowers' escrow/impound account and/or any insurance claim proceeds relating to the Loan will be considered the property of AHMSI and will be applied toward AHMSI's loss, with any excess going to junior lien holder.

LM032 093 2TA

Page 1 of 3