



October 22, 2015

Loan #: 0623

Property address: ESCONDIDO, CA 92027

**CONDITIONAL AGREEMENT  
REGARDING PROPERTY SALE**

Dear

Nationstar Mortgage LLC ("Nationstar Mortgage") has reviewed your request calling for the sale of the above referenced property which will result in a short payoff of the mortgage. Nationstar is prepared to enter into a short sale arrangement with you upon satisfaction of requirements set forth below. Please be advised that this letter does not constitute an approval of the short sale but only an agreement to permit the short sale upon satisfaction of all necessary conditions. Nationstar reserves the right to terminate this agreement if the specified conditions are not met.

Nationstar Mortgage's approval is conditioned upon the following:

- 1.) The closing must occur on or before 11/27/2015 by noon (CST)
- 2.) Prior to releasing any funds to a subordinate mortgage/lien holder(s), the servicer through its agent must obtain written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. A copy of the written commitment provided by the subordinate lien holder must be sent to the servicer with the final HUD-1 Settlement Statement which is provided in advance of the closing for approval
- 3.) The approved buyer(s) is/are
- 4.) The approved Gross Sales price is \$87,000.00
- 5.) Allowable closing costs are limited\* to the following:

a. Commissions	\$5,220.00
b. Total Other Closing Costs	\$3,050.08
c. Negotiated Subordinate Lien Release (if applicable)	\$000,000.00
d. Seller's Concessions (if applicable)	\$000,000.00
e. Relocation Assistance (if applicable)	\$3,000.00
f. Extension Fee (if applicable)	\$000,000.00

\*These are the estimated allowable closing costs. In some circumstances, final closing costs may be approved which exceed these estimates. See Important Notice below.

- 6.) Seller(s) acknowledge and agree as follows:
  - a. The seller(s) must not receive any proceeds from the short sale transaction, unless otherwise approved by Nationstar Mortgage as advised in section 5 of allowable closing costs.
  - b. All insurance proceeds, miscellaneous proceeds, and proceeds held in suspense/impound will be applied to the loan deficiency, unless otherwise agreed to in writing by Nationstar Mortgage and Seller(s).
- 7.) The total Seller's Cash Contribution required at closing is \$000,000.00.
- 8.) In addition to the Cash Contribution at closing (as stated in section 7), the seller is also required to execute a promissory note in the amount of \$000,000.00. A promissory note will not need to be executed at the time of closing if the amount required is \$0.00.
- 9.) Net proceeds must meet or exceed \$75,729.92 including any Seller's Cash Contribution at the time of closing.
- 10.) The short sale transaction must be an "Arms Length" transaction, and the attached Arms Length Affidavit (if provided) must be signed at closing and returned.
- 11.) All Final HUD-1 statements must be submitted via Equator.com for final approval at least 3 days prior to closing.
- 12.) If the terms above change in any way, are delayed, or cancelled please notify Nationstar Mortgage through Equator

*Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.*

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messaging immediately. Any changes needed within 10 business days of the closing date may not be eligible for approval or may delay the final closing date.

a. Nationstar Mortgage, LLC reserves the right to charge a per diem for any delays.

13.) The foreclosure process may continue during the short sale transaction under certain circumstances. If the complete short sale application was received less than 37 days prior to a scheduled foreclosure, there may not be time to prevent the scheduled sale from moving forward. Likewise, in judicial foreclosure states, a judge has discretion to refuse to halt a scheduled foreclosure sale.

14.) All short sales of loans that have mortgage insurance coverage are subject to mortgage insurer approval.

15.) All funds from the sale must be wired to:

Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104

Routing #121000248 Account #74160000623109485

Funds received after 3:00pm Central Time may be posted on the following business day. Please include the Mortgagor's Loan Number on all correspondence. Loan number and Borrower name must be attached to the wire. If the funds received are less than the net proceeds approved in this letter, the funds will be returned.

16.) **The ARMS Length Affidavit (if required), wire confirmation, final HUD-1, and this seller signed approval letter must be uploaded through Equator.com prior to final HUD-1 approval being issued.** Any delays in receiving these documents may result in the return of the wire and cancellation of this approval.

17.) In the event of any action arising out of or relating to this Agreement, each party shall bear its own costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

Upon meeting all the conditions specified in this letter, Nationstar Mortgage agrees to (1) file a withdrawal of the Notice, 2) provide any documents necessary for release of mortgage after we receive the required funds, and 3) waives the right to collect that amount that constitutes full payment of the secured debt, excluding any contribution required by the Borrower. The amount of debt outstanding as of the date of this letter is \$93,592.36.

Possible Income Tax Considerations: The difference between the remaining amount of principal you owe and the current market value of the property must be reported to the internal revenue service (IRS) on Form 1099-C as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS ([www.irs.gov](http://www.irs.gov)) or your tax preparer to determine if you may have any tax liability.

Possible Credit Considerations: The short sale will be reporting to the credit reporting agencies as "Account legally paid in full for less than the full balance". For more information on credit, please visit the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).

Sincerely,

ANDREW PHILLIPS  
Centralized Collateral

Ph: 866-312-2432 x 0920

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\*\*\*IMPORTANT NOTICE\*\*\*

We reserve the right to adjust any portion of this statement at any time for one or more of the following reasons, but not limited to: recent advances, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and/or inadvertent clerical errors. This payoff estimate does not waive our rights to collect any funds which become due on this account as a result of any subsequent adjustments.

Additionally, Nationstar Mortgage LLC will not provide reconveyance or release of the Security Instrument until the net proceeds and all other items required above have been received.

By signing below, I certify that I have read, agree to, and accept the terms and conditions set forth in this letter.

[Borrower 1 Printed Name] \_\_\_\_\_ Date \_\_\_\_\_

[Borrower 2 Printed Name] \_\_\_\_\_ Date \_\_\_\_\_

[Borrower 1 Signature] \_\_\_\_\_ Date \_\_\_\_\_

[Borrower 2 Signature] \_\_\_\_\_ Date \_\_\_\_\_

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## Short Sale Affidavit

Loan # 0623

Investor: FREDDIE MAC

Date of Purchase Contract: 08/13/2015

Property address:

ESCONDIDO, CA 92027

Seller(s):

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Sellers(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (c) Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement;
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (e) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (f) The Seller's Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent.<sup>1</sup>
- (g) Grantee herein is prohibited from conveying captioned property for any sales price for a period of 45 days from 11/27/2015. After this 45 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$ 104,400.00 until 90 days from 11/27/2015. These restrictions shall run with the land are not personal to the Grantee."
- (h) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (i) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the

<sup>1</sup> As of August 1, 2014, this attestation is a mandatory requirement as stated in SVC-2014-09: Updates to Short Sale and Mortgage Release<sup>TM</sup>

amount of the reduced payoff of the Mortgage;

- (j) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction;
- (k) The Listing Agent and Listing Broker certify that the subject property was initially listed in the Multiple Listing Service (MLS) for a period of 5 calendar days, including a full weekend, before any offers were evaluated; and
- (l) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

\_\_\_\_\_  
[Seller 1 Print Name]

\_\_\_\_\_  
[Buyer 1 Print Name]

\_\_\_\_\_  
[Seller 1 Signature]                      Date

\_\_\_\_\_  
[Buyer 1 Signature]                      Date

\_\_\_\_\_  
[Seller 2 Print Name]

\_\_\_\_\_  
[Buyer 2 Print Name]

\_\_\_\_\_  
[Seller 2 Signature]                      Date

\_\_\_\_\_  
[Buyer 2 Signature]                      Date

\_\_\_\_\_  
[Seller's Broker Print Name]

\_\_\_\_\_  
[Buyer's Broker Print Name]

\_\_\_\_\_  
[Seller's Broker Signature]                      Date

\_\_\_\_\_  
[Buyer's Broker Signature]                      Date

\_\_\_\_\_  
[Escrow/Closing Agent Print Name]

\_\_\_\_\_  
[Other Party (if applicable) Print Name]

\_\_\_\_\_  
[Escrow/Closing Agent Signature]                      Date

\_\_\_\_\_  
[Other Party Signature]                      Date

On the \_\_\_\_ day of \_\_\_\_\_, all parties personally appeared before me \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Public My appointment expires: \_\_\_\_\_

# Fannie Mae / Freddie Mac Closing Instructions



Please ensure that all agent and title company responsibilities have been successfully completed in order to ensure a smooth closing.

## AGENT RESPONSIBILITIES

The real estate agent must complete all of the below tasks in order to have the file moved to Sold Status in Cascade.

### Equator task requirements:

- ☐ Confirm Closing Information (pre closing)
- ☐ Supply Settlement Statement (pre closing)
- ☐ Closing Complete (post closing)

### Document requirements – pre closing:

- ☐ Notarized Arms Length Affidavit with correct resale restriction date
- ☐ Copy of Warranty Deed to be recorded in the name of the buyer(s) listed on the HUD-1 with resale restriction verbiage\*
- ☐ Borrower signed copy of Nationstar Approval letter

### Document requirements – post closing:

- ☐ Wire confirmation
- ☐ Copy of Warranty Deed to be recorded in the name of the buyer(s) listed on the HUD-1 with resale restriction verbiage\*
- ☐ Signed or Stamped final settlement statement

## TITLE COMPANY RESPONSIBILITIES

The title company must perform the following tasks by the approved closing date in order to have successfully completed all short sale responsibilities:

- ☐ Close the short sale based on final HUD-1 approval
- ☐ Ensure that all documents are signed and notarized as necessary
- ☐ Ensure buyer or seller does not receive funds or commission from the sale, other than investor approved relocation assistance reflected on the HUD-1 settlement statement.
- ☐ Remit short sale funds to Nationstar (wiring information is account specific- the same information cannot be used for different accounts)

\*\*\*\*\*  
If the funds received are less than the net proceeds approved in the approval letter, the funds will be returned. The ARMS Length Affidavit (if required), wire confirmation, final settlement statement, copy of Warranty deed (deed must be recorded in the name of the buyer(s) listed on the settlement statement and contain the following provision: *\*Grantee herein is prohibited from conveying captioned property for any sales price for a period of 45 days from the date of this deed. After this 45 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$ (120% of short sale price) until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.*), and the seller signed approval letter must be uploaded through the final task via [cascade.solutionstar.com](http://cascade.solutionstar.com) the same business day of closing. Failure to comply with all aspects of the closing requirements could result in the voiding of the short sale transaction and its removal from Equator.

Printable Message

Close

**Property:**

ESCONDIDO CA, 92027

**Subject:**

Freddie Mac Approved Fees

**Body:**

The following are the fees Freddie Mac approved for this short sale: 1.) Seller's Relocation Assistance \$3,000.00, 2.) Total Commission \$5,220.00, 3.) Settlement/Closing Fee \$750.00, 4.) Title insurance \$855.00, 5.) City/County Tax/stamps \$95.70, 6.) State Tax/stamps \$425.38, 7.) HOA Transfer Fee \$795.00, and 8.) Property Disclosure Reports \$129.00. Thank you

**Attachment(s):**

No Attachment

**Created By/Date:**

TURLE, CHELSEA - 10/23/2015 13:21:56

**Notification From:**

CHELSEA.TURLE@NATIONSTARMAIL.COM

**Notification To:**

MTHOMAS@CALENDINGCO.COM

As the Equator Workstation is a technology platform utilized by third parties (including Servicers, agents, vendors, buyers, sellers, brokers, et.al.) to communicate and manage the process related to Servicer properties, please be advised that Equator is not a party to any transactions that take place, is not responsible for, nor does it have any control over, the content or messages being sent through its platform and hereby disclaims all liability related to such transactions, content or messages.