

Fax

To: **Mike**

Company:

Subject: **700 SS APPROVAL**

Date: **January 17, 2014 8:05:07 AM**

From: **Josh E Henderson**

Phone:

Fax:

Pages: **6**

Hello,

I have attached the Short Sale Approval letter and Short Sale Affidavit. Please make sure the closing agent receives a copy of both. Please email me the closing agent's contact information to

josh.e.henderson@gt-cs.com

I will need to review the closing HUD prior to Close Of Escrow. Please send it to me by email; you will receive a response within 48 hours by fax. I NEED ALL DOCS RETURNED PLEASE.

THANKS,

JOSHUA HENDERSON
GREEN TREE SERVICING LLC
SHORT SALES REP
TEMPE AZ
480-333-5911
JOSH.E.HENDERSON@GT-CS.COM

green tree

*Please be advised that Green Tree requires the Final Certified or Executed HUD within **12 hours of closing.***

*****If the Final HUD is not received within 12 hours of closing the Short Sale funds could be subject to being sent back.*****

Please follow these instructions to avoid having the Short Sale proceeds sent back:

A copy of the Final HUD must be emailed to: (gt.final.hud@gt-cs.com) or faxed to: 855-854-5146 within 12 hours of closing the Short Sale.

Approved Closing Cost:

Buyers Closing Cost:

Property Taxes: \$580.97

Transfer Tax Doc Stamps: \$151.25

Seller Attorney Closing Escrow Fee: \$845.00

Title Policy Insurance: \$950.00

Recording Fee:

Relocation Incentive: \$3,000.00

Other Seller Closing Cost: \$ 905.00 (125 NHD and 780 Hoa dues and transfer fees)

**Josh Henderson
Green Tree Closer**

Final HUD Fax: 1(855) 854-5146

Email: Josh.e.henderson@gt-cs.com

Phone: (480) 333-5911

Fax: (877) 612-2422



SHORT SALE AFFIDAVIT

Servicer:

Servicer Loan Number:

700

Address of Property:

, SAN DIEGO, CA 92154

Date of Purchase Contract:

1/4/2014

Investor:

Fannie Mae

Seller:

Buyer:

Seller:

Buyer:

Seller's Agent/Listing Agent:

Buyer's Agent:

Escrow Closing Agent:

Transaction Facilitator (if applicable):

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) 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;

- (g) 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 amount of the reduced payoff of the Mortgage;
- (h) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- (i) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Seller's Agent/Listing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Escrow Closing Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Buyer's Agent's Signature) By: _____

IN WITNESS WHEREOF, I have subscribed my name this ____ day of _____, 20____.

(Transaction Facilitator's Signature (if applicable)) By: _____



Green Tree Servicing LLC
P.O. Box 6172
Rapid City, SD 57709-6172

January 15, 2014

SAN DIEGO, CA 92154

Re: Our Account Number: 700
Property Address: SAN DIEGO, CA 92154
Settlement in Full

Dear :

The current payoff on your above-referenced account is **\$218,230.52**.¹ Please be advised that Green Tree Servicing LLC² ("Green Tree") has approved the proposed short payoff subject to the following conditions:

1. Approval is contingent upon Green Tree receiving proof of escrow/settlement being opened.
2. Close of escrow is to be on or before **2/17/2014**.
3. Gross contract sales price is **\$137,500.00**.
4. Green Tree will accept and consider payment in the amount of **\$116,817.78** on the account as a settlement in full.
5. Maximum net sales proceeds to the 2nd lien of **\$6,000.00**.
6. Maximum commissions to agent of **\$8,250.00**.
7. Maximum closing costs **\$6,432.22** which excludes: third party short sale negotiation fees, third party short sale processing fees, escrow pad, pest inspections, home warranties, and water, sewer or utility fees.
8. Send separate wires for each loan if there are multiple loans to Green Tree.
9. Parties other than Green Tree must absorb (pay) any additional unapproved closing costs.

Any funds in your escrow account will be applied to your remaining loan balance. Upon receipt and verification of good funds, Green Tree will release the deed of trust/mortgage and the Note will be settled in full.

This offer is expressly conditioned upon Green Tree's receipt of the funds by 2/17/2014.

If this offer is based upon a cash settlement, please assure good funds are received by Green Tree by 2/17/2014. You may use the wiring instructions referenced below to send your settlement funds.

If this offer is conditioned upon the sale or refinance of the collateral securing the above-referenced account, Green Tree must receive all available funds from the sale or the closing of the new loan not to exceed the full payoff amount of the existing loan. You have represented to Green Tree that there are no additional funds available from the sale or refinance of the property and that you shall receive no funds, either directly or indirectly, from the sale or the closing of the new loan. If any additional funds become available, you must instruct the title company to disburse the funds to Green Tree.

¹ BECAUSE OF INTEREST, LATE CHARGES, AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, CONTACT CUSTOMER SERVICE AT THE ABOVE-REFERENCED ADDRESS OR TOLL FREE NUMBER.

² Green Tree Servicing LLC and related entities, including, for certain accounts, in Pennsylvania, Green Tree Consumer Discount Company.

A copy of the final HUD-1 or settlement statement, Short Sale Affidavit and tracking information must be faxed to me at the time of closing to 1-855-854-5146.³

On the date of closing, please direct the title company to remit the above-referenced amount by wire transfer using the following instructions:

Wiring Instructions:

ABA: 026009593
Account: 1257813511
Account Name: Green Tree Servicing LLC
Bank Name: Bank of America
Bank Address: 150 Broadway Avenue
Bank City: New York
Bank State: NY
Bank Zip: 10038

Account #: 700

Please include the above-referenced account number with your payment.

After we receive your settlement amount, we will consider your loan paid in full. We will report your loan to the major consumer reporting agencies as "[a]ccount paid in full for less than the full balance."⁴ In addition, we are required by law to report the amount of the debt that is forgiven to the Internal Revenue Service (IRS).

Grantee (purchaser) herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30-day period, grantee is further prohibited from conveying the property for a sales price greater than \$165,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee.

If you have any questions, please call me at 1-877-816-9125. Thank you for your assistance.

Sincerely,

Josh Henderson
Green Tree
Josh.e.henderson@gt-cs.com
Phone: (480) 333-5911
Fax: (877) 612-2422
Final HUD Fax: 1(855) 854-5146
gt.final.hud@gt-cs.com

Monday - Friday, 7:00 a.m. - 8:00 p.m. Central Time or on Saturday, 7:00 a.m. - 1:00 p.m. Central Time

Enclosures: Short Sale Affidavit

cc: via facsimile

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

³ Green Tree's policy prohibits it from providing any instructions to settlement agents or the customer regarding the completion of the HUD-1.

⁴ This description may vary by consumer reporting agency.