

Date: 11/22/2010

BAC Loan Number: [REDACTED]
FHA Case No: [REDACTED]
Property Address: [REDACTED]
Newark, NJ 07104

Dear Mortgagors:

This letter will serve as our demand for payment and advises you that Bank of America and its Investors and/or Insurers have agreed to accept a short sale payoff involving the above referenced property. This demand should be used by Escrow and/or Title as our formal demand statement. **No additional statement will be issued.** This approval is exclusive to this offer only. The conditions of the approval are as follows:

1. Loan is to close no later than 11/22/2010 HUD Guidelines state that the homeowner must have an account in default (delinquent more than 30 days) at the time the pre-foreclosure sale is closed.
2. Sales price is to be: \$ 288,000.00
3. Total closing costs not to exceeds: \$ 21,862.50
4. Proceeds to Bank of America to be no less than: \$ 266,137.50
5. The property is being sold in "AS IS" condition. No repairs will be paid for out of the proceeds unless specifically stated in items #7 or #17 below. All repairs require documented FHA Appraisal justification or a letter from the buyer's lender stating that the repairs are required to complete this transaction. This documentation is to be provided to Bank of America prior to closing. All repairs over \$250.00 will require two estimates. All repairs over \$2000 will require three estimates.
6. **Buyer's costs and Bank of America non-allowed costs are NOT to be paid out of seller's proceeds. If the buyer does not pay these fees, they will be paid out of the seller incentive fee, by the seller directly at closing, or by a third party.**
7. Termite Reports and repair not to exceed: \$ 0.00
8. Realtors Commission not to exceed customary **6%** (17,280.00)
9. **Bank of America does not charge statement, demand, recording, re-conveyance, or late charge fees on short payoff transactions. Do not include them on your settlement statement. Bank of America prepares and records their own re-conveyances.**

10. The sellers will not receive any proceeds from the sale, other than the allowed FHA Seller's incentive fee, not to exceed \$1000. This amount has been included in the total closing costs and is not in addition to item 3. This amount **must** appear on your estimated HUD-1 settlement statement.
11. If there are any remaining escrow funds or refunds, they will not be returned to the borrower. They will be sent to Bank of America to offset the loss.
12. The seller is not entitled to any property insurance or tax refunds. All refunds must be sent to Bank of America.
13. The property must be free and clear of all liens and encumbrances other than the first mortgage Chattel, Conveyance, and Restrictions.
14. Taxes were last paid by Bank of America on 07/23/2010 in the amount of \$ 671.53
15. Closing Agent must include the sellers FHA case number, and Buyers new FHA case number if applicable, on the final signed and certified HUD-1.
16. Closing Agent, Sellers Agent, and Seller must sign the attached closing worksheet. This worksheet must be returned with the final signed and certified HUD-1.
17. Repairs: \$ 0.00
18. Other: **No miscellaneous, re-conveyance fees, delinquent taxes, past due water, electric fees, loan discount points, or buyers closing costs** are to be paid out of the sales proceeds. Seller to receive the FHA incentive fee. A contribution "Will" be necessary. The final amounts will be determined upon receipts of the estimated HUD-1 for final approval. It's understood that Bank of America borrowers of record must sign as sellers in closing this transaction.

IMPORTANT INSTRUCTIONS

You must e-mail a copy of the final estimated HUD-1 settlement statement prior to closing, (an estimated net sheet is not acceptable per HUD guidelines.) You cannot close without final approval of the closing costs.

If there is a partial claim being paid in conjunction with this short sale closing the payment must be made via check only.

The check should be mailed to:

**C&L Service/Morris-Griffin
2488 East 81st Street, Suite 700
Tulsa, OK 74137
Attn: Partial Claims**

*****THESE INSTRUCTIONS APPLY FOR
PARTIAL CLAIM PAYMENTS ONLY*****