

Important information on  
your  
short sale approval  
enclosed.  
Please read.

Jonathan Crosby  
18503 Regatta Road  
Humble, TX 77346

**Loan Number: 11433617**

**11/04/2010**

Dear Jonathan Crosby:

As your home loan servicer, we are dedicated to helping you find a solution to avoid foreclosure on your property. We are pleased to inform you that the short sale on your property has been approved for the federal government's Home Affordable Foreclosure Alternatives (HAFA) short sale program.

#### **What This Means to You as the Seller**

Bank of America and/or its Investors and Insurers (if applicable) have agreed to accept a short payoff ("Short Sale") for the above-referenced property and loan(s). This short sale approval is exclusive to the offer from the buyer referenced in this letter. Please accept this letter as Bank of America's demand for payment and also as the formal demand statement to be used by the closing agent. Please be aware that no additional statement will be issued.

Bank of America and/or its Investors and/or Insurers will accept less than the amount due on your current mortgage and release you from any further responsibility for your outstanding mortgage balance. Please note if the short sale does not close, then we will pursue all remedies under our note and mortgage.

Detailed below are the conditions of this approval, along with necessary next steps that will need to be completed by the dates and/or timeframes noted. Please read through all the information carefully, and call our Short Sale Team at **1.877.452.3908** if you have any questions.

#### **Conditions of the Short Sale Approval**

The conditions of your short sale approval are as follows:

1. The sale and closing must comply with all terms and conditions of the Short Sale Agreement between the Servicer and the Borrower as well as all terms and representations provided herein by the Borrower.
2. Any change to the terms and representations contained in this Request for Approval of Short Sale or the attached sales contract between you and the buyer must be approved by the Servicer in writing. The Servicer is under no obligation to approve such changes.
3. A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the Servicer not later than one business day before the Closing Date of **12/18/2010**.
4. If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
5. Closing must take place no later than **12/18/2010** or this approval is void. If an extension is requested and/or approved, interest will be charged per day through closing.

The approved buyer(s) is/are Moore Morris and Janet Clark and the sales price for the property is \$156,000.00.

6. Another buyer cannot be substituted without the prior written approval of Bank of America. Furthermore, the buyer may not alter the capacity in which he will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust or any other legal entity.

7. Closing costs have been negotiated and agreed upon with the authorized agent as of 11/04/2010.
  - a. Total closing costs not to exceed \$20,420.00.
  - b. Maximum commission paid \$9,360.00.
  - c. Maximum allowed to the Jr. Lien Holder \$6,000.00.
  - d. Maximum allowed for HOA liens \$0.00 (if applicable).
  - e. Maximum allowed for repairs \$0.00 (if applicable).
  - f. Maximum allowed for termite inspection \$0.00 (if applicable).

Please be aware that any additional fees that were not approved on 11/04/2010 will not be covered by Bank of America and will become the sole responsibility of the agent, the buyer or the seller to pay at closing. The amount approved was \$35,780.00.

8. Net proceeds to Bank of America to be no less than \$120,220.00.
9. The property is being sold in "As Is" condition. As a result, no repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
10. There cannot be any liens or claims to the property other than those recognized and accounted for in the HUD-1 approval, on which this approval is based. Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
11. There are to be no transfers of property within 30 days of the closing of this transaction. If the closing agent is aware of any agreement whereby the Buyer is to transfer title or possession of the property to any entity, including the Borrower or a third party, the closing agent must obtain the prior written approval of Bank of America.
12. **Bank of America** does not charge the borrower for statement, demand, recording, and reconveyance (release of lien) fees on short payoff transactions. These should not be included in your settlement statement. Bank of America prepares and records its own release of lien.
13. All funds must be wired. Please be advised that any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
14. If the closing is delayed and the Investor/Insurer agrees to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any daily fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
15. The closing agent must email a completed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting (enclosed) along with the final Settlement Statement to **Johnathan.Hawkins@bankofamerica.com** 72 hours before closing.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), the proceeds should have been disclosed before we considered the request for short sale. If we

receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America will have the right to keep the proceeds and apply them to Bank of America's loss after the short sale. Similarly, we would have the right to claim the proceeds to offset our losses if they were not previously disclosed and were sent directly to the borrower.

### **What You Should Know**

The difference between the remaining amount of principal you owe and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099C, 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 or your tax preparer to determine if you may have any tax liability.

We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over, or responsibility for the impact of this report on your credit score. Visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm> to learn more about credit scores.

### **Important Instructions for the Seller and Agent**

1. Please complete the enclosed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting and provide this information to your closing agent.
2. The closing agent will need to email the completed Assignment of Unearned Premium, Important Notice Regarding Income Tax Reporting, and a certified copy of the final estimated Settlement Statement to [Johnathan.Hawkins@bankofamerica.com](mailto:Johnathan.Hawkins@bankofamerica.com) **72 hours prior to closing**. Please note that you cannot close without final approval of the closing costs.

Payoff funds must be wired (unless otherwise specified) and must be received **within 48 business hours of the HUD-1 settlement date**, per the instructions below.

Reference loan #11433617/Jonathan Crosby

Bank of America  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct #1233088501  
ABA 026-009-593

**Please note:** Wire transfers must include the loan number, borrower's names and property address. If the funds cannot be properly identified, they will be returned.

4. A certified copy of the Final Settlement Statement must be emailed to [Johnathan.Hawkins@bankofamerica.com](mailto:Johnathan.Hawkins@bankofamerica.com) **at the time of closing**.

Upon receipt of the above stated items, Bank of America will issue a release of lien on its mortgage loan.

If you have any questions please call us at **1.877.452.3908 (8:30 a.m. – 8:00 p.m. Monday through Friday and Saturday from 1:00 p.m. to 5:00 p.m. Eastern Time)**.

Home Affordable Foreclosure Alternatives (HAFA) Team  
BAC Home Loans Servicing, LP

**ASSIGNMENT OF UNEARNED PREMIUM REFUND**

We have sold 18503 Regatta Road, Humble, TX 77346. The sale closed on \_\_\_\_\_.

I/We, the insured, hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

BAC Home Loans Servicing, LP  
Mail Stop: TX2-982-03-02  
7105 Corporate Dr.  
Plano TX 75024  
ATTENTION: Short Sale Customer Contact Department

REFERENCE Account No: #**11433617 Jonathan Crosby**

I/We, the insured, hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

\_\_\_\_\_  
Jonathan Crosby

**Important Notice to Seller Regarding Income Tax Reporting**

In connection with the short sale of your mortgage loan and in order to provide you with the total interest paid and/or reported to the IRS at year end, BAC Home Loans Servicing, LP will need your new mailing address. Please complete the information below.

# **11433617 Jonathan Crosby**

Current Mailing Address

\_\_\_\_\_

\_\_\_\_\_

New Mailing Address

\_\_\_\_\_

\_\_\_\_\_