

**Call us today to discuss options that
may help you to avoid foreclosure.
Call 1.877.452.3908**

Jonathan Crosby
18503 Regatta Road
Humble, TX 77346

08/30/2010

Loan Number: 114333617

Dear Jonathan Crosby:

You have taken an important step toward selling your home and avoiding foreclosure by agreeing to participate in the federal government's Home Affordable Foreclosure Alternatives (HAFA) short sale program. This letter is your Request for Approval of Short Sale and contains important information. **Please complete and return the following document along with the supporting documentation needed so your short sale offer can be reviewed for approval.**

Please read the following pages carefully, and complete, sign and return the Terms and Conditions. Along with the signed Terms and Conditions, you will also need to submit the following supporting documentation. Your real estate agent can help you gather this information:

- A copy of the signed purchase offer and evidence that the buyer has funds to purchase your property such as a letter that the buyer is approved for a mortgage loan
- Copy of the signed listing agreement (if applicable)
- Information about other liens secured by your home (such as a home equity loan)
- (insert if applicable) Completed and signed Hardship Affidavit Form

If the sale meets the terms and conditions listed in the attached documents and you are released from the personal liability on any outstanding liens we will determine if the sale meets the requirements of the HAFA program.

If you have not previously contacted us regarding eligibility for a loan modification, you should consider this alternative before proceeding with a short sale. Under the Home Affordable Modification Program (HAMP), you may qualify for a modification with affordable and sustainable monthly payments that would allow you to remain in your home. Please contact us by **September 13, 2010** if you would like to be considered for a loan modification, or visit www.bankofamerica.com/mha for more information.

If you wish to move forward with the HAFA short sale program, please complete and return the required documents by September 13, 2010. Based on the number of customers who are interested in participating in the HAFA short sale program it may take 45 days or more to review your documentation and get back to you with a response. In the meantime, if you have any questions, please contact 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).**

Thank you.

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

Program Terms and Conditions

The borrower and co-borrower, if applicable (“Borrower” or “you”), of the above loan contacted BAC Home Loans, Servicing, LP (“Servicer” or “we”) because your mortgage payments are no longer affordable and you would like to avoid foreclosure. After listing your house for sale, an offer was received. However, the sale may not be sufficient to pay off the loan. This is a Request for Approval of a Short Sale (“Request”) of the subject property, the net sale proceeds from which we agree to accept as the payoff of the mortgage loan even though the proceeds are expected to be less than the full amount due.

Short Sale Program—Terms and Conditions of the Request are as follows:

1. Allowable Costs that May be Deducted from Gross Sale Price

- a. **Closing Costs.** The closing costs paid by you or on your behalf as seller must be reasonable and customary for the market.

Closing costs which may be deducted from the gross sale proceeds are limited to title search and escrow expenses usually paid by the seller; reasonable settlement escrow/attorney’s fees; transfer taxes and recording fees usually paid by the seller; termite inspection and treatment as required by law or custom; pro-rated real property taxes; and, negotiated real estate commissions not to exceed six percent (6%) of the contract sales price.
- b. **Subordinate Liens.** We will allow up to six percent (6%) of the unpaid principal balance of each subordinate lien in order of priority, not to exceed a total of \$6,000, to be deducted from the gross sale proceeds to pay subordinate lien holders to release their liens. We require each subordinate lien holder to release you from personal liability for the loans in order for the sale to qualify for this program, but we do not take any responsibility for ensuring that the lien holders do not seek to enforce personal liability against you. Therefore, we recommend that you take steps to ensure that the subordinate lien holders release you from personal liability.
- c. **Real Estate Commissions.** We will pay real estate commissions as stated in the listing agreement between you and your broker, not to exceed six percent (6%) of the contract sales price, to be paid to the listing and selling brokers involved in the transaction out of the gross sale proceeds. Neither you nor the buyer may receive a commission. Any commission that would otherwise be paid to you or the buyer must be reduced from the commission due on sale.

Please note: We have retained a vendor to assist your listing broker with the sale. The vendor and your listing broker will work together on your behalf to facilitate the sale process. The vendor will be paid by us outside of the sales transaction.
- d. **Borrower Relocation Assistance.** If the closing of the short sale occurs in accordance with this Agreement, you will be entitled to an incentive payment of \$3,000 to assist with relocation expenses. We will instruct the settlement agent to pay you from the sale proceeds at the same time that all other payments, including the payoff of our first mortgage, are disbursed by the settlement agent. Only one payment per household is provided for the relocation assistance, regardless of the number of borrowers.

2. **Property Maintenance and Expenses.** You are responsible for all property maintenance and expenses of your home until you convey your Property to us, including utilities, assessments, association dues, and costs for interior and exterior maintenance. Additionally, you must report any and all property damage to us and file a hazard insurance claim for covered damage. Unless insurance proceeds are used to pay for repairs or personal property losses, we may require that they be applied to reduce the mortgage debt.
3. **Parties to the Sale.** The Sales Contract must include the following clauses: “Seller and Buyer each represent that the sale is an “arm’s length” transaction and the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise.” “The Buyer agrees not to sell the property within 90 days of closing of this sale.”

4. **Foreclosure Sale Suspension.** We may initiate or continue the foreclosure process as permitted by the mortgage documents; however, we will suspend any foreclosure sale date until the expiration date of this Request or the date of closing of an approved short sale, whichever is later, provided that you abide by its terms and conditions.
5. **Satisfaction and Release of Liability.** If all of the terms and conditions of this Request are met, upon sale and settlement of the property, we will prepare and send to the settlement agent for recording, a lien release in full satisfaction of the mortgage, foregoing all rights to pursue a deficiency judgment.
6. **Mortgage Insurer or Guarantor Approval.** The terms and conditions of the purchase contract are subject to the written approval of the mortgage insurer or guarantor if applicable.
7. **Termination of This Request.** Unless otherwise agreed by the parties, this Request will terminate on **December 28, 2010** if the sale does not close. This Request may be terminated earlier if:
 - a. You fail to provide all the required documents listed above.
 - b. Your financial situation improves significantly, you qualify for a modification, you bring the account current or you pay off the mortgage in full.
 - c. You or your broker fails to act in good faith in closing on the sale of the property or otherwise fails to abide by the terms of this Request.
 - d. A significant change occurs to the property condition or value.
 - e. There is evidence of fraud or misrepresentation.
 - f. You file for bankruptcy and the Bankruptcy Court declines to approve the Request.
 - g. Litigation is initiated or threatened that could affect title to the property or interfere with a valid conveyance.
8. **Settlement of a Debt.** The proposed transaction represents the Servicer's attempt to reach a settlement of the delinquent mortgage. You are choosing to enter into this transaction even though there is no guarantee that the transaction will be successful. In the event this transaction is unsuccessful, the Servicer may exercise all remedies under the mortgage, including foreclosure.

Under penalty of perjury, you certify that:

1. The sale of the property is an "arm's-length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
2. There are no agreements or understandings between you and the Buyer that you will remain in the property as a tenant or later obtain title or ownership of the property;
3. Neither you nor the Buyer will receive any funds or commissions from the sale of the property; and
4. There are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the Servicer.

The Borrower represents that the information provided in this Request is true and accurate and authorizes the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.

Borrower Signature

Date

Co- Borrower Signature

Date

Printed Name

Printed Name

If you would like to speak with a counselor about this program, please call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of (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) at 1.877.452.3908.

NOTICE TO BORROWER

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct." If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

