

Indymac Mortgage Services  
2900 Esperanza Crossing  
4<sup>th</sup> Floor  
Austin, TX 78758

December 4, 2009

HANAN REEHANI  
PO BOX 56672  
HOUSTON TX 77256

Loan No.: 1009839141  
Property: 2601 BRIARHURST DR  
HOUSTON TX 77057

Dear Borrower(s):

Indymac Mortgage Services has approved the proposed short payoff subject to the following conditions:

1. This approval is contingent upon Indymac Mortgage Services receiving proof of escrow/settlement opened in accordance with the attached Settlement Confirmation form. **This form must be completed and faxed to 626-535-4084. This approval will be rescinded if the confirmation is not received within 15 days of approval being sent.**
2. **Closing agent must remit final HUD1 to their negotiator 48-hours prior to closing for final approval.**
3. Close of escrow to be on or before **01/03/10**
4. Gross contract sales price: **\$240,000.00**
5. **Buyer's Name: St Charles Locke Trust**
6. Minimum net sales proceeds to Indymac Mortgage Services: **\$201,740.00**
7. Maximum net sales proceeds to 2nd: **\$4960**
8. Maximum commissions to agent: **\$14,400**
9. Maximum closing costs (EXCLUDES: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAD, PEST INSPECTIONS AND HOME WARRANTIES): **\$16400.00**
10. **Maximum amount paid towards buyer's Closing Costs: \$2500.00**
11. **Please send separate wires for each loan if there are multiple loans to Indymac Mortgage Services.**
12. Parties other than Indymac Mortgage Services must absorb (pay) any additional unapproved closing costs.
13. Borrower (Seller) to receive no funds or cash from this transaction.
14. The borrower must sign the attached acknowledgement to all terms specified in this approval and must acknowledge that Indymac Mortgage Services retains all deficiency rights as provided by the note, deed of trust and/or security agreement in accordance with local and federal laws..
15. Review of purchase documents - Indymac Mortgage Services has the unlimited right to revoke this short payoff approval should there be any material changes to the final HUD-1 Settlement Statement.

16. A COPY OF THE FINAL SIGNED ACKNOWLEDGMENT, CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE FAXED AND EMAILED TO THE FOLLOWING WITHIN 24 HOURS OF CLOSING:  
INDYMAC MORTGAGE SERVICES  
FAX #: 866.451.9582  
EMAIL: Suzanne.Louzau@owb.com
17. Please instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow. ALL PROCEEDS MUST BE WIRED. \*
18. Wire Indymac Mortgage Services short-sale proceeds to:

**Wells Fargo Bank**  
**101 NORTH PHILLIPS AVENUE**  
**SIOUX FALLS, SD. 57104**  
**ABA #121000248**  
**Credit to Account: Indy Mac Property Liquidation**  
**Clearing Account**  
**Account #: 41212-02501**  
**RE: Indymac Mortgage Services SPO Loan # 1009839141/ HANAN REEHANI**

**IF MORE THAN ONE LOAN PLEASE SEND SEPARATE WIRES FOR EACH**

19. Indymac Mortgage Services must receive confirmation of the close of escrow within 24 hours of the actual settlement date.

If all conditions are followed the borrower(s) will be released from this lien.

Respectfully,

Suzanne Louzau  
Loan Workout Specialist  
Indymac Mortgage Services  
Loss Mitigation Disposition Department  
Email: Suzanne.Louzau@owb.com  
Fax: 866.451.9582

Enclosure(s): Acknowledgement  
Settlement Confirmation

Indymac Mortgage Services  
2900 Esperanza Crossing  
4<sup>th</sup> Floor  
Austin, TX 78758

**ACKNOWLEDGMENT**

**Re: Borrower: HANAN REEHANI**  
**Loan No.: 1009839141**  
**Property: 2601 BRIARHURST DR**  
**HOUSTON TX 77057**

Dear Borrower(s):

By signing this Acknowledgment, I certify under penalty of perjury that I have read and understand the entire document, agree to be governed by all of the terms contained herein, and that the information I provided to Indymac Mortgage Services is true, correct, and complete. I further attest that any intentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary damages, to any person who may suffer any loss due to the reliance upon any misrepresentation that I have made in this document, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.

Borrower(s) signature

Date:

\_\_\_\_\_  
HANAN REEHANI  
\_\_\_\_\_

Sincerely,

Suzanne Louzau  
Loan Workout Specialist  
Indymac Mortgage Services  
Loss Mitigation Disposition Department  
Email: Suzanne.Louzau@owb.com  
Fax: 866.451.9582

**ADDITIONAL INSTRUCTIONS: THIS DOCUMENT MUST BE EXECUTED AND DATED IN DUPLICATE, BY ALL RESPONSIBLE PARTIES. A FULLY EXECUTED AND DATED ORIGINAL MUST BE RECEIVED BY INDYMAC MORTGAGE SERVICES PRIOR TO CLOSE OF ESCROW.**

**Settlement Confirmation**

To prevent the approval from being rescinded this form must be completed in its entirety and received by Indymac Mortgage Services on or before **12/18/09**. Should this form not be received by the designated date the underlying approval for this transaction will be automatically withdrawn.

Account Reference Information:

Loan#: \_\_\_\_\_

Borrower Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

The below confirmation must be completed by the designated settlement agent and faxed to Indymac Mortgage Services at **626-535-4084** on or before **12/18/09**.

This is to confirm that an escrow/settlement transaction has been opened by \_\_\_\_\_  
\_\_\_\_\_ (company name) and on \_\_\_\_\_ (date of escrow/settlement ) engaged  
services on behalf of the above named seller and transaction.

Escrow/reference number: \_\_\_\_\_

Scheduled Settlement date: \_\_\_\_\_

**Settlement Agent Contact Information**

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

By:

\_\_\_\_\_  
Settlement Agent Name

\_\_\_\_\_  
Date