

May 04, 2009

Goodyear AZ 85338

Dear

RE: Demand Statement for Loan  
Projected Settlement Date 06/15/09  
Property Address

Wells Fargo was the Sr. Lien-Holder. Chase Mtg. was the Jr. Multiple offers were received on this property. The property was originally listed for \$200,000, later reduced to \$175,000 and ultimately reduced to \$165,000. The initial offer, accepted by the sellers for \$143K, was submitted to Wells Fargo. Three other buyers wrote back-up offers simultaneously. About 45 days from receipt of the \$143K offer, Wells Fargo completed their BPO. Wells Fargo asked the sellers if they had any additional back-up offers. The sellers instructed us to advise Wells Fargo of the three back-up offers, one at \$165K FHA, one at 165K VA and the last at \$175K Conventional. Wells Fargo advised us that, unless the ALL CASH buyer at \$143K would increase their offer, Wells Fargo would replace \$143K buyer's offer with the \$165K FHA buyer. Notice was sent out to all four buyers of Wells Fargo's "Highest & Best" offer request. The winning buyer was the \$163K FHA buyer on April 24th 2009.

Wells Fargo issued their Short Sale Approval Letter 10 days later on May 4th 2009. Thirty two (32) days later the Jr. Lien-Holder issued their Short Sale Approval Letter. The transaction closed on July 2nd 2009

The seller was not required to participate in any repayment of the unpaid balance of debt. Wells Fargo agreed to a full DISCHARGE and RELEASE OF LIEN, settling the debt for fifty five cents (.55) on the dollar.

Wells Fargo Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter.

As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 04/26/09, between \_\_\_\_\_ And \_\_\_\_\_, the seller(s), and \_\_\_\_\_ And \_\_\_\_\_, the buyer(s), for a purchase price of \$ 165,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

- 1. The required minimum payoff is \$ 148,529.41, scheduled for settlement on or before 06/15/09. Your contribution and settlement costs allocated for this transaction are:

Mortgagor contribution:  
Cash at Closing: \$0.00  
Promissory Note: \$0.00  
Real Estate Commission: \$9,900.00  
Approved Seller Closing Costs:  
second mortgage 3,000.00  
county taxes 860.84  
settlement fee 303.75  
title insurance bind 924.00  
reconveyance fee 150.00  
delivery fee 30.00  
transfer/disclosure 500.00  
past due hoa 400.00  
seller paid closing 400.00  
affidavit of propert 2.00

Page 2

RE: Loan Number

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.
5. The Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to;

Wells Fargo Home Mortgage  
Borrower Counseling Services  
3480 Stateview Blvd.,  
Fort Mill SC 29715

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Negotiator  
Prime Liquidation  
Enclosure

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We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

Wells Fargo Home Mortgage  
Is a division of Wells Fargo Bank, N.A.

PLEASE RESPOND WITHIN 48 HOURS

Date	May 04, 2009	Loan No.
To	GII Varrato	From
Phone	(602) 796-5674	Phone
Fax	(602) 296-0124	Fax

The Following Recording Information is Needed to Prepare the Release

Date Recorded \_\_\_\_\_

Book/Page/Ins. Number \_\_\_\_\_

County \_\_\_\_\_

Original Beneficiary \_\_\_\_\_

Current Beneficiary \_\_\_\_\_

Trustee \_\_\_\_\_

Legal Description  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

Assignments  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

Send for Recording to:

\_\_\_\_\_ Agent Name \_\_\_\_\_  
 \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ Courthouse

LC172/85Z