

Chase  
P.O. Box 469030  
Glendale, CO 80246-9030

San Diego, CA 92126

May 11, 2015

San Diego, CA 92126

**We agree to your request for a short sale**

Account: 7558  
Borrower(s):  
Buyer:

Property Address:  
San Diego, CA 92126-0000

Dear

We've approved your request for a short sale, which is to sell your home for less than you owe. This acceptance is only for the contract sale price of \$429,000.00. We'll accept a minimum of \$12,000.00 to release our lien and waive any deficiency. A deficiency waiver is when your house is sold for less than the balance of your mortgage loan and you owe nothing more on the mortgage.

We'll need to receive certified funds for \$12,000.00 by June 12, 2015, for you to be eligible for this offer. Please follow the payment instructions below. We also want to let you know this offer does not stop the foreclosure referral, process or sale that is currently underway. We'll need to receive a signed agreement of sale before the foreclosure sale date.

**Information about the sale of the property**

**No additional incentives:** You won't receive further payments or incentives from us to participate in the sale of your property. This means you're responsible for all relocation or other expenses that you may incur as a result of this transaction. Neither the Seller nor the Buyer are to receive any proceeds from the sale of the Property. All proceeds, refunds and/or overages must be sent to us.

Once the sale closes, we'll apply any and all escrow funds to the account to offset the loss to the investor of your loan.

**Information about the real estate agent commission:** The real estate broker will receive \$25,740.00 as commission.

**Here's what you need to do**

1. Fax a copy of the following signed and executed documents to us at 1-866-837-2043 at closing:
  - Certified HUD-1 Settlement Statement
  - Arm's Length Affidavit (enclosed)

- Copy of the wire transfer confirmation or certified funds check/escrow check

We'll release the lien after we review the documents and receive the certified funds.

2. To accept this offer, please send the payment by wire transfer or overnight mail to the address below. Please include your name and loan number.

Wire Transfer: Chase  
ABA #021000021  
Account #765912993  
Account Name: Chase Default Payoff Account Client #156  
Loan Number: 755805629

Overnight mail: Chase  
Attn: Short Sales  
Mail Code OH4-7133  
3415 Vision Drive  
Columbus, OH 43219-6009

3. The final proposed HUD-1 Settlement Statement needs to be faxed to 1-866-837-2043 (free of charge from any Chase branch) for final approval no later than 72 hours before the closing date or we may cancel our approval of the sale. Once the closing statement is received and approved, closing instructions will be sent to the closing agent.

### Here's what you need to do after closing

Please make sure you and/or your closing agent correctly follow all of these instructions or the lien will not be satisfied and the proceeds check will be returned. We must receive the final closing documents below by mail or fax within **24 hours** of receiving the funds:

Fax (preferred method): 1-866-282-5682 (Free of charge from any Chase branch)

Overnight Mail: Chase  
710 South Ash Street, Suite 200  
Glendale, CO 80246-1989

1. **Waiver of Funds** - *Fully executed, signed and dated.*
2. **Customer Contact Information Update Form** - *Fully executed, signed and dated.*
3. **Recorded Power of Attorney** (*if applicable*) - if any documents are executed by someone other than the seller.
4. **Affidavit of "Arm's Length Transaction"** - *Fully executed, signed and dated.*

If your current mailing address or telephone number has changed, complete and sign the attached Contact Information Update Form and fax it back to us at the number on the form.

Please call me at 1-877-496-3138 ext. 3203110 if you have any questions. You can also call us at one of the numbers below Monday through Thursday from 8 a.m. to midnight, Friday from 8 a.m. to 10 p.m. and Saturday from 8 a.m. to 1 p.m. Eastern Time.

Sincerely,



Shada D. Dixon  
Chase  
1-866-233-5320 ext. 3241599  
1-800-582-0542 TTY  
1-866-282-5682 Fax (Free of charge from any Chase branch)  
www.chase.com

**Your dedicated Customer  
Assistance Specialist is:**

Mike Roberson  
Direct phone number:  
1-877-496-3138 ext. 3203110

Enclosed:

- Waiver of Funds
- Customer Contact Information Update Form
- Affidavit of "Arm's Length Transaction"
- Fax Cover Sheet

### **Important Legal Information**

**This communication is an attempt to collect a debt and any information obtained will be used for that purpose.**

**If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.**

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.**

Chase cannot determine what impact balance cancellation will have on your credit rating. It may have a negative impact. Credit bureaus that determine credit ratings will receive notice that your account was paid in full for less than the full balance.

There may be tax consequences of the cancellation of this debt. Please see IRS Publication 544 entitled "Sales and Other Dispositions of Assets" (particularly the section captioned "Foreclosure, Repossession, or Abandonment." If you have questions about how this affects your tax return, please contact your tax advisor.

We want you to know that this debt settlement may affect your ability to open a new account or borrow money from us in the future. In most cases, we don't approve applications from customers who haven't paid us back in full-even when we agreed to a partial payment to satisfy a debt.

### **Important Notice To Servicemembers And Their Dependents**

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or Chase policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard of a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 1-877-469-0110.

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**WAIVER OF FUNDS**

**Chase**  
P.O. Box 469030  
Glendale, CO 80246-9030

Account: 7558  
Customer(s):  
Property Address: San Diego, CA 92126-0000

This letter confirms that we give up all rights to receive any of the following funds in connection with the approved payoff of the loan above.

- Escrow Balance
- Buydown Funds Balance
- Insurance Claim Proceeds
- Property Tax Refunds
- Hazard Insurance Refunds

**Seller 1**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 4**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



CUSTOMER CONTACT INFORMATION UPDATE FORM

Account: 75580

Customer(s):

Property Address: San Diego, CA 92126-0000

Name of customer(s) requesting update: \_\_\_\_\_

\*Customer's new address: \_\_\_\_\_

\*Customer's new home phone number: \_\_\_\_\_

\*Customer's new mobile phone number: \_\_\_\_\_

\*Customer's new work phone number: \_\_\_\_\_

**\* Important Notice For The Telephone Consumer Protection Act**

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

BY SIGNING BELOW, the customer(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the customer's mailing address and phone number.

Customer 1 \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

Customer 2 \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

Sign and return this completed form by fax to 1-866-837-2043 (Free of charge from any Chase branch).



## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement") dated February 2, 2015, the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction for the mortgage loan number 755805629 secured by the Property commonly known as San Diego, CA 92126-0000 (the "Property"), will be sold by the Seller to the Buyer.

Chase (the "Lender and/or Servicer") owns or is the authorized servicer of a deed or trust of mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender and/or Servicer to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Lender and/or Servicer, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept less than the amount owed to resolve its Loan (pursuant to a separate Agreement between the Lender and/or Servicer and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states that, to the best of each signatory's knowledge and belief:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of the Buyer is a family member or business associate of the Seller, the borrower, or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller, the borrower, or the mortgagor.
4. There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller and the Buyer and/or their respective agents that allows the Seller to remain in the Property as a tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. Neither the Seller(s) nor the Buyer(s) will receive any funds or commission from the sale of the Property. The Seller(s) may receive a payment or incentive if it is offered by the Lender and/or Servicer. Any incentive payments will be paid at the time of closing and will be reflected on the HUD-1 Settlement Statement.
7. No party to the sales contract, including the Buyer, Seller's Agent, Buyer's agent or Settlement agent, is a relative of, business of or shares any business interest with the Seller.
8. All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and/or Servicer and will be reflected on the HUD-1 Settlement Statement.
9. No agent of either the Seller or the Buyer shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement, which shall be provided to the Lender and/or Servicer for approval prior to the close of escrow.
10. All Chase Mortgage Banking employees are prohibited from purchasing homes through a short sale where Chase is the Lender or Servicer. However, JPMorgan Chase employees who are not employed in Mortgage Banking may purchase homes involved in a short sale that secure loans owned or serviced by Chase.
11. Each signatory to this Affidavit expressly acknowledges that the Lender and/or Servicer is relying upon the representation made herein as consideration for discounting the payoff on the Loan, which is secured by a deed of trust or mortgage encumbering the Property.

12. Each signatory to this Affidavit agrees to indemnify Chase and the investor, if applicable, for any and all losses resulting from any negligent or intentional misrepresentation made in this Affidavit including, but not limited to, repayment of the difference between the amount owed on the loan and the discounted payoff amount.
13. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.
14. This Affidavit will survive the closing of the transaction.

I/We declare under penalty of perjury under the laws of the state of California that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Closing Agent/Attorney**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Transaction Facilitator (if applicable)**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)



# Fax Cover Sheet

To: JPMorgan Chase Bank, N.A. Fax Number: 1-866-837-2043  
Attn: Short Sale

From: Mortgagor name: Date:

Property Address:

San Diego, CA 92126-0000

Loan Number:

7558

Re: **Final short sale closing documents** Pages:

## **Faxing instructions:**

- Include this cover sheet as the first page in your fax package to ensure proper handling and receipt of your documents.
- To avoid duplicate documents, **don't** send copies of your documents in the mail after you've sent your fax.
- Keep a copy of your fax confirmation sheet or other proof of the date and time you sent your fax.

## **Final closing documents:**

- Final (or certified copy) signed HUD-1 Settlement Statement by Seller/Buyer
- Executed copy of the Arm's Length Affidavit, enclosed
- Copy of wire transfer confirmation or certified funds check/escrow check
- Signed copy of the Short Sale Approval Letter, if the letter has a signature requirement
- Recorded copy of Power of Attorney, if applicable
- Copy of executed Promissory Note, if applicable
- Customer Contact Information Update Form

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