



July 27, 2012

~~XXXXXXXXXX~~

~~XXXXXXXXXXXXXX~~
OAKLAND, CA 94605

RE: Short Sale Settlement Offer & Acceptance
Account Number: ~~XXXXXXXXXX~~
Property Address: ~~XXXXXXXXXXXXXX~~
OAKLAND CA 94605

Dear ~~XXXXXXXXXX~~

SunTrust Mortgage, Inc. (“SunTrust Mortgage”) has accepted the short sale offer for the above referenced property in the amount of \$350,000.00 in exchange for releasing the lien securing your mortgage loan upon closing the proposed short sale of the above referenced property. SunTrust Mortgage is offering to settle your account upon the terms outlined in this letter (the “Offer Letter”). If any of the requirements contained in the Offer Letter are not met, the offer will be withdrawn and you will owe the full outstanding balance on your mortgage loan.

As of the date of this letter, the payoff on your SunTrust Mortgage account is \$467,862.79. SunTrust Mortgage agrees that it will release the lien on the property securing the balance of your account upon:

1. Receipt by SunTrust of this Offer Letter no later than 7 days from the above date, signed by the borrower(s), evidencing agreement to its terms.
2. Receipt of *certified funds* of not less than \$173,005.07, representing the Net Proceeds (outlined below) payable to SunTrust prior to or at closing , plus any monies that you might have a right to have refunded to you following the closing if you had paid the entire outstanding loan balance in full;
3. Receipt of the *final* HUD1 Settlement Statement **is required for final closing approval**, no later than forty-eight (48) hours prior to the actual closing date, evidencing that the borrower(s) will receive no proceeds from the sale. Please email to **HUDAPPROVAL@SUNTRUST.COM**.

Closing costs and concessions must exclude: Buyer’s discount points, origination costs, third party negotiation fees, third party processing fees, escrow pad, seller attorney fees, pest inspections, and home warranties. Parties other than SunTrust Mortgage must absorb (pay) any additional unapproved closing costs.

4. (If Applicable), Receipt of the signed original unsecured installment note in the principal amount of \$0.00, and all related closing documents (the “Note”), no later than 07/27/2012. The Note must be returned to SunTrust at the address set forth below. This paragraph applies only to the account referenced above. It is not intended to apply to any other mortgage loan or debt owed by the seller(s)/borrower(s) to SunTrust Mortgage or any other lender.

Below is a detailed accounting of the proposed distribution of the sales proceeds, and Net Proceeds payable to SunTrust, which SunTrust has agreed are acceptable:

Buyers Name	XXXXXXXXXX
Actual Sales Price	\$350,000.00
Cash Contribution	\$0.00
Promissory Note	\$0.00
Realtor(s) Commission	(\$21,000.00)
Seller Closing Costs – Not to Exceed	(\$4,406.79)

Buyer Closing Costs – Not to Exceed	(\$0.00)
Allowance to subordinate/superior liens(s) if applicable	(\$151,588.14)
Net Proceeds payable to SunTrust		\$173,005.07	

The Seller's Closing Costs in the amount of \$4,406.79 may include taxes owed on the subject property, if applicable. The buyer closing costs is limited to a max of \$0.00, but may be reduced at closing if the amount of the closing costs and prepaids are less than the max amount allocated to the buyer. Buyer closing costs will not cover any buyer's discount points, or origination fees.

All fees and costs allocated for this transaction are final and are non-negotiable. Allocations of proceeds to subordinate lien(s), if applicable, are non-negotiable. Any additional fees/costs above the allocated amount in this letter will need to be negotiated between the buyers (s) and/or seller(s). The following is a list of the fees/costs that were considered for the allocation in this transaction. Any deviation from these amounts will have to be re-approved.

Line	Description	Amount
511	COUNTY TAXES	\$771.79
1102	SETTLEMENT CLOSING FEE	\$500.00
1204	CITY TAX STAMP	\$3,010.00
1303	NATRUAL HAZARD	\$125.00

Please proceed to closing as quickly as possible as a foreclosure sale date is either pending or may become active at any given point in time. **Please be advised that if a foreclosure sale is pending, the foreclosure sale date will not be postponed to allow this short sale closing.**

The terms contained in this Offer Letter are contingent upon the short sale of the property closing on or before July 27, 2012. If there are any modifications to the HUD1 or extensions of the closing date, SunTrust Mortgage must approve any such changes in advance and in writing. If more than one extension of the closing date is requested, SunTrust Mortgage reserves the right to demand that the amount of the Net Proceeds payable to SunTrust Mortgage be increased. Additionally, please note that any changes to the terms of the existing approval, reduced offers, and/or extension requests may constitute a re-submission. If the current buyer named in this approval rescinds their contract and you receive a new offer, it will be considered a new request and this offer becomes null and void at the termination of that contract. Any new offer will need to be re-submitted for a full short sale review, which does not guarantee the same negotiator or terms of approval.

If you, as the Sellers, have any knowledge or belief that this transaction will occur in conjunction with, or simultaneously with any other sale or transfer, you must notify the settlement agent immediately. If the settlement agent has knowledge or belief or is notified that this transaction will occur in conjunction with or simultaneously with any other sale or transfer, the settlement agent must contact the lender for further written authorization to proceed or this approval will be considered null and void.

Upon settlement of the short sale proceeds, your account will be reported to the appropriate credit reporting agencies as *"Settled in Full for Amount Less than Owed."* However, please note that prior credit and payment history related to this account cannot, by law, be changed. To the extent that there are amounts which remain due and owing on your account after the sale of the property securing your mortgage loan which are not to be repaid under the terms of the short sale or by execution of the enclosed Note, if applicable, those amounts will be considered a part of the settlement and forgiven. There will be no further collection activities associated with any such 'forgiven' amount; however, please note **Federal tax law requires that SunTrust Mortgage file a 1099-C if the amount of debt forgiven exceeds \$600.00. You should consult your tax advisor regarding any potential tax consequences.**

As previously indicated, approval of this short sale may be contingent upon your executing an unsecured note for repayment of additional amounts remaining due on your account. Upon execution you, the borrower(s), must repay all amounts due in accordance with the agreed upon terms of the Note. Your failure to pay the Note, as agreed, will not impact the legitimacy, enforceability or finality of this Short Sale in any way; however, as with any legally binding financial obligation, it may have an impact upon your credit and your failure to pay may result in SunTrust Mortgage pursuing collection activities on any unpaid balance owing on the Note.

To expedite proper short sale processing, please ensure that the closing/settlement agent sends the Net Proceeds to SunTrust, in certified funds, along with the executed settlement statement, the executed approval letter, and, if applicable, the Note signed by you to:

SunTrust Mortgage, Inc.
Attention: Short Sale Processing
1001 Semmes Ave. RVW-3054
Richmond, VA 23224

If you prefer to send the funds via wire transfer please provide the following information to the institution initiating the wire transfer and email a copy of the executed settlement statement, the executed approval letter, and, if applicable, the original signed promissory note to:

HUDAPPROVAL@SUNTRUST.COM

- Wire should be directed to “SunTrust Bank, Richmond VA”
- Credit to: SunTrust Mortgage Account Number ~~XXXXXXXXXX~~
- Attention Mortgage Investor Reporting
- ABA Routing Number ~~XXXXXXXXXX~~
- Include Account Holder Name and full loan account number.

FUNDS RECEIVED WITHOUT A COPY OF THE EXECUTED SETTLEMENT STATEMENT AND EXECUTED APPROVAL LETTER WILL BE RETURNED TO SENDER WITHIN 24 HOURS.

Before signing below or executing any of the enclosed documents (if applicable), as with any document we urge you to carefully read same before signing and to seek the guidance of your legal, accounting and/or tax representative(s). We at SunTrust Mortgage appreciate the opportunity to assist you with the sale of your property and look forward to continuing to work with you to get this resolved. If you have any questions or wish to discuss this matter further, please don't hesitate to contact me or your assigned settlement coordinator at the telephone numbers below.

Sincerely,
~~XXXXXXXXXXXX~~ - Negotiator
~~XXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~ – Settlement Coordinator
~~XXXXXXXXXX~~

[Enclosure(s)]

Accepted by Borrower(s):

By: _____
~~XXXXXXXXXX~~

By: _____

Date: _____

This communication is an attempt to collect a debt and any information you provide, whether written or verbal, will be used for that purpose. However, if your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, SunTrust recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only.