

FEB-24-2010 WED 10:45 AM

FAX NO.

P. 01/03

# CHASE

**CLOSER:** [REDACTED]  
**SERVICER:** Chase  
**ADDRESS:** 800 State Hwy. 121 Bypass Louisville, TX 75067  
**PHONE #:** 972-444-3394  
**FAX #:** 972-646-6340  
**EMAIL:** [REDACTED]

### SERVICER - SHORT SALE FINAL APPROVAL INSTRUCTIONS

**DATE:** 02-24-2010

**Borrower:** [REDACTED]

**Chase Loan #:** [REDACTED]

**PROPERTY:** [REDACTED]

**SELLER(S) LISTING AGENT:** AL RIDDLE  
**PHONE #:** (858)-272-1958  
**FAX #:** (858)-274-0095  
**EMAIL**

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#### TRI PARTIES - NOTICE

Should the title be transferred in whole or in part, there be a substitution of Seller or Buyer prior to closing and disbursement of funds, this Final Approval becomes null and void and is cancelled without further notice. If the Settlement Agent, Seller, or Listing Agent (parties to the transaction) have any knowledge of this sale not being "Arms Length Transaction", or there will be simultaneous closings on the property, the Settlement Agent is NOT to proceed with the Closing and notify Chase immediately.

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#### INSTRUCTIONS TO SETTLEMENT AGENT

There are no binding oral agreements between Chase and any party to this transaction. Only a signed Final Approval from a representative of Chase, approves and confirms you have authorization to close and Chase being in agreement to accept a discounted payoff on the above referenced loan. The terms for Chase's acceptance of sale and funds on the above referenced loan are as follows:

1. **Final Approval:** Our Final Approval Instructions take precedence over Purchase Contract Terms.
2. **HUD - 1:** 24 hours "PRIOR" to closing, Chase must receive and approve (in writing) the Final HUD-1 Settlement Statement. Chase requires a complete disclosure summary of the buyer's and seller's transactions. If Chase determines or is made aware that complete disclosure was not made, at any time prior to the receipt and acceptance of the Final Approved HUD-1 and payoff proceeds, the Final Approval becomes null and void and cancelled without further notice.
3. **Proceeds:** The buyer and/or seller are not to receive any funds from the sale of the subject property unless agreed upon in writing by a representative of Chase. Any proceeds, refunds and/or overages must be remitted to Chase.
4. **Escrows:** Positive escrow balances will not be refunded. These funds will be applied toward any remaining balance due to Chase accepting a payoff less than full balance owed.

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- 5. **Realtor(s) Commission:** Realtor(s) commission will be paid based on an amount that's been negotiated and agreed upon by Chase.
- 6. **Bankruptcy:** If a bankruptcy is filed prior to the closing and disbursement of funds, the terms and conditions of this Final Approval Letter become null and void and cancelled without further notice.

**AGREED TERMS**

Closing Date:	3/15/10	
Funding Date:	3/15/10	
Sales Price		\$ 345,000.00
Realtor(s) Commission		\$ 17,250.00
All Other Cost		\$ 9,957.97
PAYOFF TO 2 <sup>nd</sup> (CHASE)		\$ 3,000.00
TOTAL CLOSING COST		<u>\$27,207.97</u>
<b>Net Funds due Chase:</b>		<u><b>\$317,792.03</b></u>

**CONDITIONS**

Conditions are required to be returned to Chase the day of closing.

- 1. Final Approved - Signed HUD-1. (Buyer and Seller)
- 2. Copy of the Certified Check
- 3. Mortgagor/Seller(s) is to execute an unsecured Note in the amount of \$0.00. (This condition is only applicable if there is an \$ amount filled in the space above.) If applicable, the "Note" was included as part of the Final Approval Instructions. If you did not receive the Note, you must call Chase immediately in order to resend for Closing.

Settlement funds are to be sent by way of overnight certified funds to: Documents to:

Chase Home Finance  
 Attn: Short Sale Department  
 Mail Stop OHH-7133  
 3415 Vision Drive  
 Columbus, OH 43219  
 Loan Number: 30131515956

Chase Home Finance  
 Attn: Closer Name  
 Mail Stop TX1-2469  
 800 State Hwy 121 Bypass, Floor 2E  
 Lewisville, TX 75067

If funds are not received by Chase within 48 hours of the Funding Date, or the amount tendered is less than \$317,792.03, the approval terminates, unless Chase agrees in writing, to extend and/or accept a lesser payoff.

Note: Except as stated above, all provisions of the original Note, Security Instrument and/or Modifications to those Instruments shall remain in force and in effect. Upon breach of any provision, this approval is terminated. Short Sale Transactions may have implications on your federal tax liability. You should consult the IRS or your tax accountant for additional information.

Once all conditions set forth have been met, Chase will execute a full Satisfaction and Release of Lien and cease any foreclosure activity if applicable.

Sincerely,

  
Chase Closer

NOTICE: Chase is attempting to collect a debt and any information obtained up to receipt of payoff will be used for that purpose.