

**Indymac Mortgage Services
a division of OneWest Bank**

Austin, TX 78758

05/19/2010

SAN DIEGO, CA 92115

Loan No.:

2nd Loan No.:

Property:

SAN DIEGO, CA 92115

Buyer's Name.:

**OWB Loss Mitigation
Short Sale Approval**

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 This approval will be rescinded if the confirmation is not received by 05/25/2010
2. **Closing agent must remit final HUD1 to ServiceLink 48-hours prior to closing for final approval.** Please EMAIL a copy of the HUD-1 to [REDACTED] and reference the Seller's last name, IndyMac Loan Number and "FINAL HUD-1 APPROVAL NEEDED" in the subject line.
3. Gross contract sales price: \$219,500.00.
4. Close of escrow to be on or before 06/11/2010
5. Minimum net sales proceeds to OneWest Bank 1st Lien: \$199,417.87.
6. Maximum to 2nd lien holder GREENTREE \$11,000.00. **Short sale approval is conditional upon receipt of approval and acceptance by the 2nd lien holder/servicer. If there is NO 2nd lien, any proceeds indicated to the 2nd lien holder will be added to IndyMac Mortgage Services net proceeds.**
7. Maximum commissions to agent: 5% or \$10,975.00.
8. Maximum closing: \$(1,892.87).
9. **Maximum amount paid towards buyer's Closing Costs (Concessions): \$0.**
10. **CLOSING COSTS and CONCESSIONS MUST EXCLUDE: THIRD PARTY SHORT SALE NEGOTIATION FEES, THIRD PARTY SHORT SALE PROCESSING FEES, ESCROW PAD, PEST INSPECTIONS AND HOME WARRANTIES.** Parties other than Indymac Mortgage Services must absorb (pay) and additional unapproved closing costs.
11. Borrower (Seller) to receive no funds or cash from this transaction.
12. **Additional Conditions (not defined above):**
Any other terms

- [REDACTED]
13. 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.
 14. The Purchaser(s) (Buyers) must sign the attached Purchaser Eligibility Certificate.
 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, PURCHASER ELIGIBILITY CERTIFICATION (PEC), CERTIFIED HUD-1 CLOSING STATEMENT AND WIRE CONFIRMATION MUST BE EMAILED TO THE FOLLOWING WITHIN 24 HOURS OF CLOSING:
EMAIL [REDACTED]
 17. Instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow.
 18. *ALL PROCEEDS MUST BE WIRED.*
 19. **Send separate wires for each loan if there are multiple loans to Indymac Mortgage Services.**
 20. Wire Indymac Mortgage Services short-sale proceeds to:

Wells Fargo Bank

[REDACTED]
SIoux FALLS, SD, 57104

ABA [REDACTED]

Credit to Account: Indy Mac Property Liquidation

Clearing Account

Account #: [REDACTED]

RE: Indymac SPO Loan #Loan No/Borrower Name

IF MORE THAN ONE LOAN PLEASE SEND SEPARATE WIRES FOR EACH

21. 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 property/borrower(s) will be released from this lien. OWB will report a Special Comment Code of "AU: Account paid in full for less than the full balance" to the credit repositories for both the 1st and 2nd loans referenced on this Approval Letter. Please note, however, that credit bureau reports may also show the current delinquency status up to "180+ days delinquent" which will also be included in the file that will be reported to the repositories.

Respectfully,

[REDACTED]
Short Sale Negotiator
ServiceLink
[REDACTED]

Enclosure(s): Acknowledgement
Settlement Confirmation
Purchaser Eligibility Certificate

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.