



October 27, 2009

SENT BY FAX

[Redacted]

San Diego, CA 92108

Re: Short Sale

[Redacted]

San Diego, CA 92128

Dear [Redacted]

San Diego County Credit Union has received and reviewed that certain *Residential Purchase Agreement and Joint Escrow Instructions* and Addendum No. 1 dated July 10, 2009, Counter Offer No. One (1) dated July 14, 2009 and Counter Offer No. Two (2) dated July 16, 2009 (collectively Purchase Agreement Documents) by and between [Redacted] ("Buyers") and [Redacted] for sale of the referenced Property and an estimated Settlement Statement from Solid Solution Escrow covering the Purchase Agreement Documents.

Seller desires to sell the Property and has requested that San Diego County Credit Union consent to a short sale and release the lien of its Deed of Trust on the Property.

We and the mortgage insurer, UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY, have reviewed the Purchase Agreement Documents and agree to a **CONDITIONAL** non-recourse short sale on the following terms and conditions:

San Diego County Credit Union will submit to the escrow agent for deposit in escrow an executed and acknowledged Substitution of Trustee and Full Reconveyance of the Deed of Trust to be released from escrow and take effect only upon satisfaction of **all** of the following conditions: (a) close of the Escrow at a Purchase Price of \$274,000.00; (b) payment to San Diego County Credit Union from escrow, at closing, of **no less than** Two Hundred Forty-five Thousand Six Hundred Seventy-six Dollars (\$245,676.00); (c) receipt of a certified copy of the final settlement statement showing [Redacted] receiving No Proceeds of Sale from the sale and (d) escrow agent to forward any and all funds held by the escrow agent or a title company at closing, that are later found to be refundable for any and all reasons as verification of taxes paid, padding for incidentals, repair invoices or bills that are not payable, etc.

**Net Proceeds of Sale** are considered calculated as follows:

Purchase Price: \$274,000  
Less

Pro-rated Property Taxes (\$1,303.52) estimated  
Documentary Transfer Taxes (\$301.40)  
Brokerage Commissions (\$16,440.00)  
Escrow Charges (\$865.00)  
Owner's Title Policy Charge (\$1,289.00)  
Seller Credit to Buyer for recurring and non-recurring closing costs (actual costs or \$6,850.00, whichever is less).  
HOA Dues & Transfer: (\$648.00)  
Other Miscellaneous Costs of Sale (actual cost or \$627.00, whichever is less)

Our understanding of the Purchase Agreement Document is that: (a) the Sale is a bona fide, arms' length sale to third party Buyers who are not related to or affiliated with Seller in any way; (b) Seller has no agreement or understanding pursuant to which he will retain or reacquire, or have any right to retain or reacquire, any legal or equitable interest in the Property after close of the escrow; (c) Seller has delivered to us true, correct and complete copies of the Purchase Agreement Documents and estimated Settlement Statement and (d) that an escrow has been opened or will be opened in accordance with the Purchase Agreement Documents. If any of the preceding are incorrect or the Purchase Agreement Documents or estimated Settlement Statement is amended in any way that would materially amend the Sale, our consent to the short sale will be considered null and void unless such amendments or mis-understandings are agreed to in writing by San Diego County Credit Union.

The terms of this letter are not a consent to any sale of the Property other than the pending Sale between the aforementioned Buyers and Seller and cannot be changed, modified or supplemented except in writing signed by us.

When escrow has been opened, please furnish us with the escrow officer's name, their phone and fax numbers, escrow company name and mailing address and escrow number so that we can provide them our Instructions and Reconveyance.

Our approval will expire on December 15, 2009 unless the expiration date is expressly extended in writing by San Diego County Credit Union.

Notwithstanding the above paragraph, the terms and conditions of this letter will be canceled without further notice if a bankruptcy petition involving the Seller(s) is filed.

If you have any questions regarding the contents of this letter, please contact the undersigned at

[REDACTED]

Very truly yours,

SAN DIEGO COUNTY CREDIT UNION

By:

[REDACTED]

[REDACTED] Executive Vice President