



Chase Home Finance LLC  
9200 Oakdale Ave. 1<sup>st</sup> Floor  
Chatsworth, CA 91311

February 21, 2011

RE: Loan [REDACTED]  
Borrower(s) [REDACTED] Buyer: [REDACTED]  
Property Address [REDACTED]  
[REDACTED]

To Whom It May Concern:

This letter will confirm Chase Home Finance LLC's (Chase) approval of the sales contract pertaining to the above referenced property for \$ [REDACTED] between the above parties. *Please be advised this is not the final approval for the referenced sale.* Once the HUD-1 is approved, closing instructions will be issued and the closing may occur. *The property must be lien free at the time of closing.* It is our understanding that the following are the expenses to the seller:

Actual proceeds (sales price)	[REDACTED]
Seller's closing costs and contribution	
Broker Commission	[REDACTED]
RE Taxes	[REDACTED]
Closing Coast	[REDACTED]
Title Insurance	[REDACTED]
Closing Fee	[REDACTED]
HOA	[REDACTED]
Other Fees	[REDACTED]
 Total Proceeds to be received by Chase:	 [REDACTED]

The amount paid to Chase is for the release of Chase's security interest(s), and we will waive the remaining deficiency balance on the accounts, totaling ( \$ [REDACTED] ). Chase also reports forgiveness of debt to the IRS. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for additional information.

The Borrower's costs and contributions are estimates provided by the Escrow Company. Chase, under no circumstances will accept less than the approximate net amount stated and may require additional funds if actual costs are less than those provided by the Escrow Company.

It is our understanding that escrow will close on or before 03/30/2011. As this approval is based on figures good through this date, Chase must be advised if there is a postponement of the closing. Additionally, should any variances occur in the approved transaction, Chase must be contacted to approve the changes. Chase is under no obligation to approve the changes and may require the revision of submitted changes.

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If Chase does not approve changes, Chase may rescind its approval of the sale. If we approve an extension of the closing date per diem interest may be assessed.

Further requirements of this approval are as follows:

1. Any required borrower contributions are to be paid at closing regardless of net from the sale. Chase shall not accept less than the stated net amount. Borrower shall be responsible for any additional costs, which may cause the true net amount to be less than the net amount stated.
2. The borrower (seller) must net zero. All proceeds are to be remitted to the lender. All amounts remaining and retained by borrower shall automatically be assigned to lender even if proceeds exceed the approved net amount. Neither the borrower nor any other party may receive any sales proceeds or any other funds as a result of this transaction. The borrower must assign to Chase any rights to escrow funds, insurance proceeds, or refunds from prepaid expenses. Chase can apply the proceeds of the sale to the outstanding indebtedness in any manner that Chase should elect.
3. The final proposed HUD-1 settlement statement shall be emailed to [REDACTED] or faxed to [REDACTED] for final approval no later than 72 hours before the closing date (excluding weekends and holidays) or Chase may rescind its approval of the sale. Once the closing statement is received and approved, closing instructions will be sent to the closer.
4. All pro-rations are to be figured to the date of closing and are considered final. Tax pro-rations are to be based on not more than 100% of actual tax.
5. Please wire funds to the following account:

**Documents to:**

Chase Home Finance - [REDACTED]

Mailstop: CA2-4304  
[REDACTED]  
[REDACTED]

**Funds to be wired to:**

[REDACTED]  
Attn: Short Sale Department

ABA: [REDACTED]

ACCT# [REDACTED]

REF LOAN# [REDACTED]

If the final closing instructions are not followed in their entirety, the lien will not be satisfied and the proceeds check will be returned.

Sincerely,

[REDACTED]  
Loss Mitigation Short Sales  
Chase Home Finance LLC

[REDACTED]  
Phone: 800-768-6615 ext 502217

[REDACTED]

Email: [REDACTED]

## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] Chase Home Finance ("Property") will be sold by Seller (s)

[REDACTED] Buyer (s) [REDACTED]

JPMorgan Chase Bank, N. A. ("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

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 either, Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which 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(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.

Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) [REDACTED] which is/are secured by a deed of trust or mortgage encumbering the Property.

8. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I declare under penalty of perjury under the laws of the State of \_\_\_\_\_ Attn: Short Sale Department 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.