



August 13, 2009

[redacted]  
[redacted]  
[redacted] 1888 S.W. Vista Ct. NE  
[redacted]

Dear [redacted] :

RE: Demand Statement for Loan [redacted] Client [redacted]  
Projected Settlement Date 09/13/09  
Property Address [redacted]  
Melbourne FL 32904

[redacted] Bank, N A issues its approval to sell the subject property which will result in a short payoff of the mortgage, and mortgagor(s) acknowledge they waive any and all rights to any escrow balance, insurance proceeds or refunds from prepaid expenses. Neither the borrower nor any other party may receive any sale proceeds or any funds as a result of this transaction except as noted in this letter. As agreed, when we are in receipt of the proceeds of sale and all required documentation, we will amend reporting to the credit bureau to reflect "agreed settlement short of full payment" which should be reflected on the credit report within 60-90 days from date of notification and waive any deficiency rights, if applicable.

This approval is based on the purchase contract dated 07/01/09 between [redacted], the seller(s), and [redacted], the buyer(s), for a purchase price of \$ 149,000.00. The terms of our approval and instruction to the Settlement Agent are as follows:

1. The required minimum payoff is \$ 135,273.34, scheduled for settlement on or before 09/13/09. Your contribution and settlement costs allocated for this transaction are:  
Mortgagor contribution;  
Cash at Closing: \$0.00  
Promissory Note: \$0.00

**HOME MORTGAGE**



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RE: Loan Number [redacted]

2. Within two (2) business days of receipt of this letter, we must be notified of the name, address, and telephone number of the Settlement Agent. Both the Realtor and Settlement Agent must be provided a copy of this Demand Statement.
3. The Settlement Agent is instructed to contact us 48 hours in advance of the scheduled settlement date providing a copy of the estimated HUD-1, Settlement Statement, and to provide the information requested on the enclosed title worksheet. If settlement is delayed and/or rescinded, immediate notice and written approval must be granted by us. We reserve the right to assess a per diem from the original settlement date.
4. All parties understand and acknowledge the purchase contract may not be amended without our prior written approval; the property is sold "as is"; the purchaser is not related to the seller, and any relationship between a participating Broker/Realtor has been disclosed prior to issuing this demand statement. It is further understood this transaction may not involve any third party who received a deed from mortgagor at, prior to, or after settlement, and the purchase contract may not be assigned.
5. The Settlement Agent is instructed to express mail the proceeds of sale, in certified funds, the original executed Promissory Note, if applicable, fully executed HUD-1 Settlement Statement and attached Title Worksheet completed to reach us by the next business day immediately following settlement to:

Thank you for your courtesy and cooperation. If you have questions or need additional information, please call us at [redacted], Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Enclosure

LW100/I00/pg.2

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

