



WACHOVIA

Date: October 12, 2010

Loan Number: [REDACTED]

Fax Number:

Name: [REDACTED]

Address:

Re: Seller(s): [REDACTED]

Escrow Number: *Intentionally Left Blank*

Property Address: [REDACTED] SAN CLEMENTE CA 92672

Short Sale Demand

Dear [REDACTED] and Closing Agent:

Wachovia Mortgage, a division of Wells Fargo Bank N.A., has agreed to accept a short sale of the loan referenced above in connection with the sale of the property securing the debt contingent upon the following conditions indicated with an "X" below being met:

☒ Wachovia shall receive the entire net proceeds, from the sale of the property but not less than \$610,973 in cash or certified funds (which may include a contribution from the Seller). Any residual proceeds that exceed the amount stated shall also be forwarded to Wachovia. The amount stated above is *subject to change without notice* in the event Wachovia advances additional funds for taxes, insurance or other costs, through the date the sale is closed.

☐ Deficiency letter executed by all Sellers, notarized and the original returned to Wachovia no later than 5 business days after closing.

☐ Promissory Note for \$0.00 executed and notarized by all Sellers and the original returned to Wachovia no later than five (5) business days after closing or a cash contribution of \$0.00 from the Seller in lieu of an executed promissory note. By providing a promissory note or a cash contribution, a deficiency will not be pursued.

☒ Neither the Seller, Buyer nor any Junior Lien Holders to Wachovia (unless specified in this document) shall receive any proceeds from the sale of the property listed above or cash from other sources connected with the transaction.

☒ N/A shall receive an amount no greater than \$0 from the proceeds of the sale or cash from other sources connected with the transaction from the sale of the property listed above, subject to its lien being recorded as of the date of this letter.

☒ [REDACTED] will receive an amount no greater than \$2,500 from the proceeds of the sale or cash from other sources connected with the transaction from the sale of the property listed above if the settlement date is on or before November 29, 2010.

☒ Commissions shall not exceed 6% of the final sales price. If the settlement date on the final HUD-1 is after November 29, 2010 the commissions shall not exceed 6%.

☒ If Seller[s] file Bankruptcy prior to the completion of the terms of this Short Sale Demand, the Short Sale Demand shall be null and void. Any sales proceeds may be returned to the Title Company or Closing Agent if the material terms of this demand were not completed prior to the Bankruptcy filing.

☒ If Seller[s] provide written instructions to Wachovia withdrawing their short sale request prior to the completion of the terms of this Short Sale Demand, the Short Sale Demand shall be null and void.

☒ Any relationships between Seller, Buyer, Agents, and/or Escrow/Title Companies must be disclosed in writing and made known to Lender up front prior to a demand being issued. Failure to do so may result in the Demand being declared void at anytime prior to close of escrow.

☒ Buyer is not an employee of Wells Fargo, Wachovia or one of its subsidiaries.

☒ Wachovia's acceptance of short sale proceeds is contingent upon there being no other pending escrow transaction involving the future transfer of the property listed above upon completion of the short sale. If such future transfer is contemplated or such escrow is pending, then this Short Sale Demand shall be null and void.

☒ Provide a copy of the HUD-1 via email to SHORTSALES@WACHOVIA.COM A MINIMUM OF 5 DAYS PRIOR TO CLOSING.

☒ All funds paid to Wachovia shall be in the form of a wire, certified bank check, or a check drawn on a trust account. The funds specified above and a copy of the final HUD-1 statement shall be delivered to the following address before 5:00 p.m., Central Time on November 29, 2010.

Delivery Address

Wachovia Mortgage
Attn: Short Sale Fulfillment
Mailcode: [REDACTED]
4101 Wiseman Boulevard
San Antonio, Texas 78251

Wire Instructions




Wachovia Mortgage
ABA No. [REDACTED]
Account No. [REDACTED]
Ref: Seller's Name & Loan Number

☐ Please be advised that Wachovia reserves the right to pursue any deficiency in relation to this Short Sale and will not waive any rights, recourse or remedies in pursuit of the same and as allowed by law.

This Short Sale Demand shall terminate and the instructions contained in this letter shall become void at 5:01 p.m. Central Time on November 29, 2010. Full reconveyance or release of Wachovia's lien will be provided within a reasonable time following full compliance with all of the conditions listed above. We also ask that you provide a forwarding address for the Seller(s) to facilitate future notice requirements.

Should you have any questions or need additional information regarding this matter, please contact us at 1-800-444-4444. A representative is available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time.

Sincerely,



Short Sale Fulfillment


Approved:

Please be advised that Wachovia may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

