



Ocwen Loan Servicing, LLC
 P.O. Box 24737
 West Palm Beach, FL 33416-4737

WWW.OCWEN.COM

DISCOUNT PAYOFF AGREEMENT and RELEASE OF CLAIMS

December 21, 2010

Re: Loan Numi
 Property Address.
 Borrower (s).

Dear:

PRIOR TO PROCEEDING WITH THE SHORT SALE RESOLUTION, PLEASE TAKE INTO CONSIDERATION THAT OCWEN WILL NOT POSTPONE A SCHEDULED FORECLOSURE SALE, EVEN IF THERE IS A PENDING SALE CONTRACT. NO REQUEST FOR A POSTPONEMENT OF A FORECLOSURE SALE WILL BE GRANTED. THEREFORE, YOU MUST CONSIDER THE TIME NECESSARY TO CONCLUDE THE CLOSING IN YOUR DECISION TO PROCEED.

Ocwen Loan Servicing, LLC has approved a discounted payoff on the above referenced loan in the amount of **\$559,520.56**. This discounted payoff option expires on 01/20/2011, that is, if you do not comply with the terms described below by this expiration date, this payoff option offer will no longer be available to you. To accept the discounted payoff, you (i.e., the Borrower(s) shown above) must adhere to the following prior to the expiration date of this offer:

1. The maximum payment allowable to any 2nd lien holder is \$5,000.00.
2. The maximum payment allowable to any 3rd lien holder is N/A.
3. The maximum allowable real estate commission is 6.00%.
4. An arms-length affidavit must be signed and returned with this letter.
5. Each one of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".
6. You must fax a fully signed copy of this letter to _____ :0/2011.
7. Ocwen must **receive** the approved discounted payoff amount by bank wire transfer no later than the close of business on 01/20/2011.
8. You must fax a copy of the signed HUD-1 Settlement Statement to my attention at the below listed fax number by 01/20/2011. The HUD-1 Settlement Statement must be consistent with the preliminary HUD-1 that Ocwen relied upon to approve this discounted payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC. Under no circumstances shall any funds go the borrower(s) unless pre-approved by Ocwen.
9. You authorize Ocwen to apply any funds which may be in your impound (i.e. escrow) account, or in your suspense account, to Ocwen up to the amount of the deficiency or discounted amount resulting from this discounted payoff.
10. You (i.e., the Borrowers shown above) have/has agreed to sign a promissory note in the amount of **N/A, the full amount of which shall be applied to reduce any** deficiency balance you owe Ocwen on your home loan account. The original of this promissory note must be sent to us along with the payoff funds.
11. **No postponement of any foreclosure sale will be approved and if a foreclosure sale is set, we must RECEIVE the funds prior to a scheduled sale date.**

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



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Upon our timely receipt of the entire payoff amount and a copy of this letter, properly signed by each of the above-named Borrower(s), Ocwen will execute a release/satisfaction and a discharge of the Deed of Trust/Mortgage. If necessary, Ocwen will file a withdrawal in connection with any legal action it may already have taken, as of the date of your response to this letter, to collect this obligation.

Ocwen agrees to waive the remaining balance due on the referenced loan and release the Borrower (s) from further obligation. Furthermore, Ocwen agrees to waive all rights to pursue for further judgment or deficiencies, costs, fees, interest or expenses in association with the referenced loan. Notwithstanding the foregoing, Ocwen is not responsible for any possible income tax considerations Borrower (s) may experience as a result of any debt forgiveness reported to the Internal Revenue Service (IRS) on Form 1099-C.

RELEASE OF CLAIMS

As consideration for this discount payoff offer, which Ocwen is not otherwise obligated to make available to Borrower(s), the receipt and sufficiency of which consideration is hereby acknowledged by Borrower(s), and as a condition to your (i.e., Borrower(s) shown above) acceptance of this discounted payoff offer, Borrower, for himself or herself and his or her heirs, personal representatives, successors, and assigns, hereby jointly and severally, knowingly and voluntarily releases, discharges, and covenants not to sue, Ocwen and its predecessors, successors and assigns, representatives, agents, affiliates, parents, subsidiaries, officers, employees, directors and shareholders, including this law firm (collectively, the "Released Parties") from any and all claims, demands, liabilities, defenses, setoffs, counterclaims, actions, and causes of action of whatsoever kind or nature, whether known or unknown, whether legal or equitable, which he or she has, or may assert in the future, against Ocwen and the Released Parties directly or indirectly, or in any manner connected with this offer and with any event, circumstance, notice of default, action, or failure to act, of any sort or type, whether known or unknown, whether legal or equitable, which was related or connected in any manner, directly or indirectly, to the Property or to the servicing of this Loan. Borrower(s) hereby further acknowledge and agree that, to the extent that any such claims may exist, the value to the Borrower(s) of the discount payoff offer by Ocwen contained in this letter, substantially and materially exceed any and all value of any kind or nature whatsoever of any such claims.

Ocwen reserves the right to terminate this offer at any time prior to your timely acceptance of the terms set forth above. All terms within this agreement must be strictly complied with, and any failure to complete or comply with any term constitutes failure to accept this discounted payoff offer rendering the offer is null and void. If this discounted payoff is not accepted, is terminated prior to acceptance, or otherwise is not completed as instructed in the manner and time frame set forth in this letter, then nothing in this letter shall be construed to prejudice, waive, modify or alter any of Ocwen's rights or remedies in law or in equity in collecting the entire amounts due and to come due on the Loan or be construed to waive any defense of Ocwen.

OCWEN LOAN SERVICING, LLC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Yours truly,
Ocwen Loan Servicing, LLC
Toll Free Phone: (877-596-8580) Fax: (407-737-5071) Email: SS@Ocwen.com

ACKNOWLEDGED AND ACCEPTED:

By: _____
Borrower Print Name

Borrower Signature
By: _____
Co-Borrower Print Name

Co-Borrower Signature
Date: _____

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PAYMENT REMITTANCE INFORMATION
(Always include Loan number with your payment)

BANK WIRE TRANSFER

JP Morgan Chase Bank, NA.
712 Main St Houston, TX 77002

ABA:

Account Name: Ocwen Loan Servicing, LLC Wire Clearing Account in Trust for Various Investors and Mortgagors
Account Numbe

Reference: Loan Number, Property Address, and Borrower Name.

Email: Transferfunds@ocwen.com with the details of the wire

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AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Property address:

Street City State Zip

All Parties to the contract to purchase aforementioned property dated:

Hereby affirm:

1. That this is an "Arm's Length Transaction" and that no party to this contract is a family member, business associate, or share a business interest with the mortgagor.
2. Further, there are no hidden terms or special understandings between the Seller or Buyer or their Agents or Mortgagor.
3. That neither the Buyers and Sellers nor their Agents have any agreements written or implied that will allow the Seller to remain in the property as renters or regain ownership of said property at any time after the execution of this short sale transaction.
4. With the sole exception of payment of Agents' Commission, neither the Seller, Buyer nor any other parties to this transaction shall receive any proceeds.

(Seller) (Date)

(Buyer) (Date)

(Print Name)

(Print Name)

.....

(Seller's Agent) (Date)

(Buyer's Agent) (Date)

(Print Name and Company)

(Print Name and Company)

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