



All of us serving you™

3121 Michelson Drive, Suite 500
Irvine, CA 92612

September 3, 2010

McFarlin & Geurts, LLP
Attn: **Alicia Stelton**
VIA FACSIMILE (714) 849-5496

Re: Loan #
Property Address.

TO WHOM IT MAY CONCERN:

This will confirm that U.S. Bank will accept a short payoff and release our first lien recorded against the above referenced Property provided that it receives from the sale of said Property no less than **\$221,846.53** and all of the following conditions are satisfied:

- Real Estate commissions not to exceed \$11,900.00 at 5%.
- Seller(s) closing costs not to exceed \$4,253.47. **U.S. Bank does not allow for coordinators/transaction negotiators or home warranty fees to be paid from any closing costs or credit to the buyers closing costs.**
- Seller(s) must not receive any cash or sales proceeds through sale of Property.
- Seller(s)/Borrower(s) waives his rights to any escrow funds and any refunds from prepaid expenses.
- Seller(s)/Borrower(s) (all parties on our Deed of Trust) must execute the **BORROWER REPRESENTATION** form enclosed and **returned to me within 2 days of the date of this letter.** Borrower represents that their sale of this property is an arm's-length transaction and the borrower is not affiliated with the buyer in anyway, as outlined in the enclosed form.
- Escrow must close and payoff funds along with all other required documentation outlined herein must be received in this office by: **September 30, 2010.**



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Loan No

- This short payoff approval is based on a sales price of \$238,000.00. Should the sales price change, this short payoff approval is revoked in its entirety as if it never existed.

Any costs/shortages to close escrow are to be absorbed by other parties, i.e., buyers and sellers. U.S. Bank will not accept anything less than the \$221,846.53 mentioned above. There are to be no proceeds paid to the Seller(s). All proceeds remaining, if any, are to be remitted to U.S. Bank to be applied against sums owing on the Loan.

At the close of escrow, please forward the following to:

Payoff in Certified Funds
Final HUD-1 Sellers' Closing Statement

U.S. Bank, NA
Attn: Ashley Morlan – 6th floor
3121 Michelson
Irvine, CA 92612

WIRE INFORMATION

U.S. Bank, NA
Alexandria, KY
Ac:
Lo:
Borrowe

Attn: Ashley Morlan

If the sale of the property is not consummated in accordance with the conditions set forth above and funds and all other requirements are not received by September 30, 2010, this approval letter to accept less than the total debt on subject loan per the requirements herein will be of no further force and effect, and we will exercise our full rights and remedies under the terms of the deed of trust/security instrument.

The parties to this transaction are advised to discuss the possible tax ramifications with their tax advisor.

Please direct all future inquiries and correspondence regarding this matter to my attention.

Sincerely,

Ashley Morlan
Default Resolution Department
(800) 824-6902 extn: 7986013
(877) 213-7057 facsimile

Enclosure



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Loan No.:

BORROWER REPRESENTATION

Borrower is in default of the loan, wishes to sell the Property, has found a buyer for the Property, and is asking U.S. Bank to accept less than the total amount due under the loan, Note and Security Instrument (the "Short Payoff"). Borrower understands and acknowledges that U.S. Bank has been induced, and is prepared, to accept a Short Payoff and to have a reconveyance/release of the Security Instrument issued upon receipt of the Short Payoff in reliance upon the following representations and covenants of Borrower:

(1) Borrower has a pending sale of the Property which is presently in escrow (the "Pending Sale"). The Pending Sale to buyer is an arm's length transaction between strangers who did not know one another before buyer made an offer to purchase the Property. As used herein, the term "Affiliate" means any person or entity in any way whatsoever related to either Borrower, whether through family relationships or business dealings, including without limitation, partnerships, joint ventures and corporate ownership and/or management. Neither the buyer (nor any assignee of buyer) is an Affiliate of Borrower. No real estate broker, salesperson or finder who may be receiving a fee or other compensation with respect to the Pending Sale is an Affiliate of Borrower.

(2) Neither Borrower nor any Affiliate of Borrower will receive any cash, promissory note or other form of compensation from the Pending Sale. Borrower has not made any side deals with the buyer, any broker or anyone else involved with the Pending Sale pursuant to which Borrower or any Affiliate of Borrower would receive any cash or other thing of value outside of the escrow.

(3) Borrower will authorize the escrow holder to release to U.S. Bank a copy of the final HUD-1 and all escrow instructions relating to the Pending Sale.

BORROWER

Date: _____