

Freddie Mac

8250 Jones Branch Drive
McLean, VA 22102-3110

(please do not send check to this address)

Date: August 06,2012

To: ONEWEST BANK, FSB
Attn: JESSICA ROGERS
2900 ESPERANZA CROSSING
AUSTIN, TX 78758

Re: Short Payoff Approval - Payoff Letter
Freddie Mac Loan No.
Servicer Loan No.
Borrower(s) Name
Property Address
LINCOLN, CA 95648

Dear JESSICA ROGERS ,

Freddie Mac has approved the sale of the above property which will result in a short payoff of the mortgage. Our approval is based on the contract of sale between _____ and _____ dated _____. This letter constitutes our instructions to the closing agent/settlement attorney. As such, this approval is conditioned on a short payoff by the borrower which meets the following criteria:

1. The required minimum payoff amount is \$195,478.50 (please send check to ONEWEST BANK, FSB at 2900 ESPERANZA CROSSING, AUSTIN, TX 78758 unless otherwise indicated). Closing must be completed no later than 08/24/2012 or by the date of the foreclosure sale, if one is set, whichever is earlier. This amount and this date are firm.
2. The borrower must pay the following amounts in certified funds to the settlement agent:
 - a. A cash contribution in the amount of \$0.00.
 - b. Payment of \$0.00 towards seller's closing costs.

Both the cash contribution and the payment toward closing costs must be reflected in the credit section of the Settlement Statement. These amounts are calculated in the minimum payoff amount. In the event the net proceeds from the sale exceed the minimum payoff amount, then all such excess amounts must be remitted to Freddie Mac. The borrower's cash contribution and payment of seller's closing costs may not be reduced.

3. The borrower must execute a modified personal promissory note in the form of a Modification of Note for \$0.00 payable to Freddie Mac (form attached). The note must bear interest at 0.00% with 0 payments and a final payment of N/A. The first payment is due and payable on _____ and the final payment of all unpaid amounts is due on, or before, _____. You must properly document this note and provide all disclosures and notices, if any, required under law.

The original promissory note must be canceled or marked paid in full. If Freddie Mac is the note custodian, transmit a request for the Note via MIDANET™ for the PC using the Note request option or submit a completed Form 1036, Request for Release of Documents to our Document Custodial Services department at Freddie Mac, 21550 Beaumeade Circle, Ashburn, VA, 20147. If another entity is acting as your Custodian, you must request

FHLMC Loan: 455329656

Servicer Loan: 1009550326

the release of the Note by submitting a completed form 1036 to the Custodian. Forward the original note and Modification of Note to Attn: Settlement.

4. Neither the borrower nor any other party may receive any sales proceeds or any other funds as a result of this transaction, except as noted under section 9. The contributions by the borrower in cash or by note may not be reduced if the sales proceeds exceed the required minimum payoff. If the combined amounts of the sales proceeds and the contributions total more than the amount of the mortgage, then contact for further instructions. The borrower must assign to Freddie Mac any rights to escrowed funds, insurance proceeds or refunds from pre-paid expenses.
5. The borrower may not incur any obligations for repairs or expenses which would reduce the required minimum payoff amount. Our minimum payoff already takes into account the repairs, if any, which must be performed. All repairs are the responsibility of the borrower.
6. The sales contract may not be amended in any manner which would reduce the net sales proceeds without Freddie Mac's consent. The sales price may not be increased to meet the required minimum payoff amount or to reduce the cash and/or note contribution without Freddie Mac's consent.
7. The purchaser of the property may not be related in any way to the borrower. Any relationship between a participating broker and the borrower or purchaser must be disclosed and approved by Freddie Mac. This transaction may not involve any third party who receives a deed from the borrower at, prior to or after this closing and before the recording of the deed to the purchaser. The borrower named above must convey title directly to the purchaser named in the sales contract.
8. MAXIMUM SELLER'S CLOSING COSTS (See attachment for details.)
9. REQUIRED MINIMUM PAYOFF

\$225,000.00	Sales price
\$29,521.50	Less seller's closing costs
\$0.00	Plus borrower's cash contribution (may not be reduced)
<u>\$0.00</u>	Plus borrower's contribution toward closing costs (may not be reduced)

\$195,478.50 TOTAL REQUIRED MINIMUM PAYOFF (any excess must be remitted to Freddie Mac)

10. This Approval is subject to any conditions the Mortgage Insurance Company may have regarding this transaction.
11. ADDITIONAL COMMENTS:

Please contact at if you have any questions regarding this approval.

Sincerely,

Non-Performing Loans Department
Single Family Division

Freddie Mac

8250 Jones Branch Drive
McLean, VA 22102-3110

Date: August 06,2012

To: ONEWEST BANK, FSB (FORMERLLY INDYMAC)
Attn: JESSICA ROGERS
2900 ESPERANZA CROSSING
AUSTIN, TX 78758

Re: Pay Off Approval Attachment
Freddie Mac Loan No.
Servicer Loan No.
Borrower(s) Name
Property Address

LINCOLN, CA 95648

MAXIMUM SELLER'S CLOSING COST:

Pest Inspection:	\$0.00
City/Town Taxes:	\$0.00
County Taxes:	\$0.00
Assessments:	\$0.00
Other Tax Advanced1:	\$0.00
Other Tax Advanced2:	\$0.00
Other Tax Advanced3:	\$0.00
Other Tax Advanced4:	\$0.00
Commission Paid at Settlement:	\$6,125.00
Commission Paid at Settlement:	\$7,375.00
Appraisal Fee:	\$0.00
Credit Report:	\$0.00
Loan Origination fee:	\$0.00
Loan Discount:	\$0.00
Payoff of Second Mortgage Lien:	\$6,000.00
Tax Service Contract:	\$0.00
Funding Fee(FHA/VA):	\$0.00
Processing Fee:	\$0.00
Misc FHA/VA Fees:	\$0.00
Desc Other Fee 1:	\$0.00
	\$0.00
Survey:	\$0.00
Desc Other Tariff Charge 1:	\$0.00
Desc Other Tariff Charge 2:	\$0.00
Desc Other Required Adv:	\$0.00
Hazard Insurance:	\$0.00
Mortgage Insurance:	\$0.00
TIR:	\$0.00
County Property Taxes:	\$0.00
State Tax/Stamps:	\$0.00
Natural Hazard Disclosure	\$123.00
Transfer Fee	\$247.50
Buyers Credit	\$6,750.00

Desc Setmt Charge 4:	\$0.00
HOA Fees	\$708.00
Desc Other Reserve 2:	\$0.00
Settlement or Closing Fee:	\$1,005.00
Abstract or Title Search:	\$0.00
Title Examination:	\$0.00
Title Insurance Binder:	\$0.00
Document Preparation:	\$0.00
Notary Fees:	\$100.00
Attorney's Fees:	\$0.00
Title Insurance:	\$913.00
Reconveyance/Tracking Fee:	\$0.00
Mortgage Insurance:	\$0.00
Hazard Insurance:	\$0.00
Recording Fees:	\$40.00
Wire Transfer Fee:	\$0.00
Title Services	\$135.00
Desc Title Charge 2:	\$0.00
Desc Title Charge 3:	\$0.00
City/County Tax/Stamps:	\$0.00
Total Maximum Seller's Closing Cost:	\$29,521.50

Indymac Mortgage Services
a division of OneWest Bank
2900 Esperanza Crossing
Austin, TX 78758

8/6/2012

Loan No.: _____
2nd Loan No.: _____
Property: _____

LINCOLN CA 95648

Buyer Name: _____

Dear Borrower(s):

1. This approval is contingent upon Indymac Mortgage Services receiving proof of escrow/settlement opened in accordance with the **attached Settlement Confirmation form. This form must be completed and emailed to OWBGSEClosings@ServicelinkFNF.com. This approval will be rescinded if the confirmation is not received by **08/13/2012**.**
2. **48-hours prior to closing, Closing agent must email the final HUD1 to OWBGSEClosings@ServicelinkFNF.com for final approval. Please reference the Seller's last name, IndyMac Loan Number and "FINAL HUD-1 APPROVAL NEEDED" in the subject line.**
3. Review of purchase documents - Indymac Mortgage Services has the unlimited right to revoke this short payoff approval should there be any material changes to the final HUD-1 Settlement Statement.
4. **A COPY OF THE FINAL CERTIFIED HUD-1 CLOSING STATEMENT, WIRE CONFIRMATION(s), and SIGNED PURCHASE ELIGIBILITY AFFIDAVIT MUST BE EMAILED TO THE FOLLOWING WITHIN 24 HOURS OF CLOSING:**
OWBGSEClosings@ServicelinkFNF.com
5. **Instruct escrow/title to remit proceeds by wire to Indymac Mortgage Services within 24 hours following the close of escrow.**
6. ***ALL PROCEEDS MUST BE WIRED. **Send separate wires for each loan if there are multiple loans to Indymac Mortgage Services**** (See #7 for Wire Instructions)
7. Wire Indymac Mortgage Services' short-sale proceeds to:

Wells Fargo Bank 101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SD. 57104
ABA #121000248
Credit to Account: Indy Mac Property Liquidation Clearing
Account Account #: 41212-02501
RE: **IndyMac SPO Loan #1009550326 / MERSHAD JAVAN**

8. Indymac Mortgage Services must receive confirmation of the close of escrow within 24 hours of the actual settlement date: **Send the following to OWBGSEClosings@ServicelinkFNF.com:**
- Wire confirmation(s) with FED#
 - Final signed certified HUD-1
 - Purchaser Eligibility Affidavit – signed and witnessed by all parties

9. **Additional Conditions (not defined above):**

If all conditions are followed the property/borrower(s) will be released from this lien. OWB will report a Special Comment Code of "AU: Account paid in full for less than the full balance" to the credit repositories for both the 1st and 2nd loans referenced on this Approval Letter. Please note, however, that credit bureau reports may also show the current delinquency status up to "180+ days delinquent" which will also be included in the file that will be reported to the repositories.

Respectfully,

Short Sale Specialist
ServiceLink

Enclosures: Settlement Confirmation, Purchase Eligibility Affidavit

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.