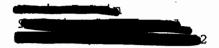


April 02, 2010



Re: American Home Mortgage Servicing, Inc. Loan Number (referred to herein as "Loan")

Borrower(s): (referred to herein as "Borrowers")

Property Address: (referred to herein as "Property")

Dear :

This letter agreement ("Agreement"), effective as of the date acknowledged and accepted by American Home Mortgage Servicing, Inc., ("AHMSI") below, will confirm that AHMSI and Borrowers agree to a short payoff of the Loan, subject to the following terms and conditions:

- 1. A COPY OF THE FINAL HUD1 SETTLEMENT STATEMENT RELATING TO THE SALE OF THE PROPERTY, SIGNED BY BOTH SELLER (BORROWERS) AND PURCHASER, MUST ACCOMPANY THE NET PROCEEDS CHECK TO AHMSI AND MUST SIMULTANEOUSLY BE FAXED TO 1-866-452-1837. IF SUCH HUD1 SETTLEMENT STATEMENT, SIGNED BY BOTH SELLER AND BUYER, DOES NOT ACCOMPANY THE NET PROCEEDS CHECK, OR SHOULD THE DOLLAR AMOUNTS AND DISTRIBUTION OF LOAN PROCEEDS ON THE HUD1 SETTLEMENT STATEMENT FAIL TO REFLECT THE TERMS OF THIS AGREEMENT, THE NET PROCEEDS CHECK WILL BE RETURNED TO THE CLOSING AGENT AND THIS AGREEMENT SHALL BE NULLIFIED AND OF NO FORCE OR EFFECT. THE FINAL HUD1 MUST MATCH THE NET AMOUNT WE RECEIVE.
- 2. The net proceeds to AHMSI from the sale of the Property must not be less than \$104,612 (referred to herein as the "Net Proceeds").

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4.	If a Short Sale administration fee is applicable, then the lesser of
	\$5,000.00 (five thousand dollars) or 1% of the Total Sales Price must
	be paid by the purchaser to AHMSI at or prior to closing. This fee is
	over and above the amount of the Total Sales Price.

 _Not	Applica	able	2			
 Appl	icable	in	the	amount	of	\$ •

- 5. No more than \$0 out of the Total Sales Price shall be paid to any junior lien holder.
- 6. No portion of the Total Sales Price shall be payable to Borrowers or rebated to the purchaser of the Property.
- 7. The difference between the Total Sales Price and the combined amount paid to AHMSI (the Net Proceeds) and any junior lien holder(s) shall be applied to Borrowers' portion of the closing costs and the real estate sales commission relating to the sale of the Property. Any amount remaining shall be paid to American Home Mortgage Servicing, Inc. at closing.
- 8. Any funds held in Borrowers' escrow/impound account and/or any insurance claim proceeds relating to the Loan will be considered the property of AHMSI and will be applied toward AHMSI's loss.
- 9. The Net Proceeds (plus any additional amounts due AHMSI under the terms of this Agreement) must be received at AHMSI's offices by no later than 05/15/10, in the form, and pursuant to the instructions, set forth below. If funds are not received in accordance with the terms of this Agreement by such date, per diem Interest of \$22.67 will accrue each day until the Net Proceeds (plus any accrued per diem interest) and the Short Sale administration fee, if applicable, are received at AHMSI's offices. If funds are not received at AHSMI's offices by 05/16/10, this Agreement shall be nullified and of no force or effect. The short payoff offer as set forth in this Agreement will expire if an original HUD1 of this Agreement, fully executed by Borrowers, is not received at AHMSI's offices by 05/17/10.
- 10. Upon (i) full execution of this Agreement by Borrowers and AHMSI, (ii) Borrowers' compliance with all of the terms and conditions of this Agreement, and (iii) clearing of any Net Proceeds check and any for payment of the Short Sale administration fee, AHMSI will prepare and submit for recording through its normal channels a release of the mortgage or deed of trust that secures the Loan.
- 11. The Borrowers understand that any principal balance on the Loan that is written off as a result of this Agreement, will be subject by law to any applicable legal reporting requirements promulgated by the IRS, which could, mean that the borrower is subject to the receipt of a 1099C.

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12.	If the loan includes mortgage insuration is contingent upon the following confidence.	nce coverage, the short payoff ditions (check if applicable):
	Not Applicable	
	Borrower to execute promissory no	
	payable to the mortgage insurance	company at closing.
	Borrower to provide a contribution	
	insurance company in the amount of \$	at closing.
13.	Borrowers understand and agree that, Agreement to the contrary, certain coincluding but not limited to a bankru Borrowers or a foreclosure sale of the from performing its obligations under all monies paid to AHMSI under this Agreement shall be nullified and of a shall have no recourse or cause of acequity, related to this Agreement.	ontemporaneous legal proceedings, aptcy filing by one or more the Property, may prevent AHMSI this Agreement. In such event, agreement shall be returned, this to force or effect and Borrowers
14.	All amounts due to AHMSI under this A the form of certified funds or money	
2	American Home Mortgage Servicing, Inc.	
	1525 South Beltline Road	
	Coppell, TX 75019	
C	Or wire to AHMSI as follows:	
A	Account Number	•
	ABA Number	
	Receiving Bank: Mellon Bank Pittsburgh Borrower Name/Loan Number	, PA
~£_		
by B cons This	any of the terms or conditions of this Borrower and/or purchaser, or (ii) are Bent of AHMSI, this Agreement becomes Be Agreement shall not be binding on AF Bowledged and accepted by AHMSI where	changed without prior written null and void in its entirety. MSI until such time as
Ackn	nowledged and accepted:	
Borr	cowers:	
	•	
Amer	cican Home Mortgage Servicing, Inc.:	
D ()	Ven2 Date: 4/2	111)
	ited Name: 115511 G Lochamu	710
Its:		
	you have any further questions regardi El at (877) 304-3100.	ng the matter, please contact
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This communication is from a debt collector but does not imply that American Home Mortgage Servicing, Inc. is attempting to collect money from anyone whose debt has been discharged pursuant to (or who is under the protection of) the bankruptcy laws of the United States; in such instances, it is intended solely for informational purposes and does not constitute a demand for payment.

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