

Jan-12-2009 05:42 PM Indymac Bank 6265357767

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**IndyMac
Federal Bank**

Home Equity Division
Loan Resolution Department
155 North Lake Ave.
Pasadena CA 91101

1/12/2009

Loan No. 8800
Borrower(s)

IndyMac Bank has approved a short sale (short payoff) for the above referenced property subject to the following conditions. This letter contains important conditions and instructions regarding the closing. Please read it carefully and forward it to the escrow or closing agent for use as a payoff statement and keep a copy for your records.

SHORT SALE APPROVAL DEMAND WITH CONDITIONS & CLOSING INSTRUCTIONS:

1. Indymac must approve any changes including but not limited to: sales price, buyers, net proceeds, seller's costs & closing date.
2. Borrower (Seller may not net any proceeds or refunds from this transaction).
3. The Closing Agent must fax the final actual certified HUD-1 settlement statement to Indymac Bank, Attention: Jemas Bush Fax# 855.912.1325 immediately upon the close escrow.
4. Escrow must close by 1/30/09 with funds received by Indymac Bank via CERTIFIED FUNDS in accordance with the instructions on page two of this letter within one business day or overnight mail. * additional fees will be added for granted extensions *
5. Sales price \$225,500 (or any other applicable price, as long as net proceeds are met)
6. Realtor Commissions, total no greater than 5%
7. Minimum net sales proceeds to Indymac Bank: \$5,500 plus borrower (seller) contribution specified below if applicable * \$500 added due to granted extension "
8. Additional borrower (seller) contribution at closing: \$0.00 (funds must be received by Indymac along with sales proceeds specified above)
9. Buyer seller(s) must execute and deliver the enclosed promissory note(s) in the amount of \$0.00 (N/A) the undersigned via overnight mail prior to closing.
10. Parties other than Indymac Bank must absorb all additional closing costs, including any payouts for judgments, property taxes or other lien holders.
11. Borrower (seller) must fax a signed copy of the attached "short-sale terms acknowledgement" statement to the undersigned prior to closing
12. No Agent /Broker, Escrow or Title short payoff "processing or transaction fees" (unless directly related to commissions, escrow/title charges, etc...) to be paid from Borrower (Seller) proceeds.
13. Borrower (Seller) must obtain all necessary approval from the Bankruptcy Court if this loan or property is currently included in any active Bankruptcy filing or case.