

3415 Vision Drive

Columbus, OH 43219-6009  
(800) 548-7912 Customer Care  
(800) 582-0542 TDD / Text Telephone



June 01, 2010

Dave Gubler

[REDACTED]  
Rancho Santa, CA 92067

**Short Sale Terms and Conditions**

Account: [REDACTED]  
Borrower: [REDACTED] (the "Seller")

Property Address: [REDACTED]  
Rancho Santa, CA 92067-0000 (the "Property")

Dear Mortgagor(s):

Chase Home Finance LLC ("Chase") has agreed to your request for a Short Sale, and we will accept a minimum of \$1,650,014.00 to settle your account and release the lien(s) on the above-referenced Property. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 07/06/10, after which this offer becomes null and void.

To accept this offer, please send payment by wire transfer or overnight mail to the address below. Be sure to include your name and account number.

Overnight Mail: Chase Home Finance LLC  
Mail Code OH4-7142  
3415 Vision Drive  
Columbus, OH 43219-6009

Wire Transfer: JP Morgan Chase Bank NA  
ABA #021000021  
Account #304280763  
Account Name: CHF LLC - LSAMS1 PO

This acceptance is only for the contract of sale in the amount of \$1,800,000.00 between Ramir [REDACTED] and [REDACTED] Ebrahimi (the "Buyers"), and the Seller(s).

At closing, please forward us a copy of the certified HUD-1 closing statement, as well as the signed and notarized Affidavit of Arm's Length Transaction (enclosed); these documents must be remitted via both fax and overnight mail to:

Overnight Mail: Chase Home Finance LLC  
Mail Code OH4-7142  
3415 Vision Drive  
Columbus, OH 43219-6009

Fax: (866) 220-4130

Please call us on the day of closing to provide us with the details regarding the delivery of funds. Once certified funds have been received, Chase will release the lien(s). Any excess funds at closing will be refunded to Chase. As the Seller(s), you will not receive any proceeds from this transaction.

Please be aware that the completion of this transaction is reported to various credit bureau reporting agencies and may have an adverse affect on your credit rating. Proceeding with this transaction may also have implications on your state or federal tax liability; please consult a tax advisor for additional information.

If you have any questions, please contact us at the number provided below. At Chase, we value you as a customer and want to ensure your continued satisfaction.

Sincerely,

~~John H. [REDACTED]~~  
Homeowner's Assistance Department  
Chase Home Finance LLC  
(888) 369-2301  
(800) 582-0542 TDD / Text Telephone  
(866) 220-4130 Fax

Enclosure

1. Affidavit of Arm's Length Transaction
2. Notary Certification

For California customers, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at (877) FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

**Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

**To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.**

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### AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as [REDACTED] RANCHO SANTA FE, CA, 92067-0000 (the "Property") will be sold by the Seller to the Buyer.

Chase Home Finance LLC (the "Lender") holds a Deed of Trust, Security Deed or Mortgage ("Security Instrument") against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender to discount the total amount owed on the Loan secured by the Security Instrument. The Lender, in consideration for the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$1,650,014.00 to resolve its Loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of the Buyer is a family member or business associate of the Seller or the borrower or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller or the borrower or the mortgagor.
4. There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller and the Buyer and/or their respective agents that allows the Seller to remain in the Property as a tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller shall not receive any proceeds from the sale of the Property reflected in the Agreement.
7. No agent of either the Seller or the Buyer shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to the Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that the Lender is relying upon the representations made herein as consideration for discounting the payoff on the Loan which is secured by a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.

I/We declare under penalty of perjury under the laws of the State of California that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Buyer 2**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Buyer 3**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Buyer 4**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Seller 1**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Seller 2**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

**Seller 3**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Company)

\_\_\_\_\_

(Signature and Date)

**Seller 4**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Company)

\_\_\_\_\_

(Signature and Date)

**Buyer's Agent**

**Seller's Agent**

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Date)

(Date)

As a reminder, a copy of the certified HUD-1 closing statement, as well as the signed and notarized Affidavit of Arm's Length Transaction must be remitted at closing via both fax and overnight mail to:

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