



We've approved the short sale contract - here's what you need to do next

Account: *****9322
Property Address: 3300 SW 25th Street
Miami, FL 33133-2018

Customer(s):

Buyer:

Dear Otto Oliva:

We've approved the short sale contract you submitted. We'll accept a minimum of [redacted] and release the lien on your property.

Here's what you need to do

- Please send this payment to us in certified funds **by July 27, 2017**, or this offer will become null and void.
- We must also receive the Arm's Length Affidavit within 72 hours *before* the scheduled closing date. Please have all involved parties complete and sign the form. It must be fully executed, signed and dated with printed names. Please send it to 1-866-887-8842 (6:00 a.m. to 6:00 p.m. EST, Monday through Friday), or mail it to:

Mail:

Here are the terms and conditions of this sale:

1. **Terms:** The sale and closing comply with all terms and conditions of the sale approval agreement (the "Agreement").
2. **Changes:** Any change to the terms and representations in the Agreement must be approved by us in writing. We aren't obligated to approve any changes.
3. **Deficiency:** Any deficiency balance (which is the difference between the balance on the mortgage and the short sale amount) remaining on the loan secured by the property above will be canceled.

4. **Incentives:** You won't receive payments or incentives from us to participate in the sale of the property. This means you're responsible for all relocation or other expenses that you may incur as a result of the sale. Neither you nor the Buyer are to receive any proceeds from the sale of the property.
5. **Surplus funds:** Any excess funds at closing must be refunded to us. If there's a positive escrow balance, it won't be refunded to you. Once the sale is complete, we'll apply any escrow funds to the outstanding balance on the loan to offset the investor's loss.
6. **Closing Disclosure or HUD-1 Settlement Statement:** We must receive a Preliminary Closing Disclosure or HUD-1 Settlement Statement at least 72 hours before the closing date or we may cancel our approval of the sale. We must also receive the signed final Closing Disclosure or HUD-1 Settlement Statement within 24 hours after closing. All incentive payments must be reflected on the Closing Disclosure or HUD-1 Settlement Statement showing the name of the recipient. Please send these documents by fax to 1-866-837-2043 (free of charge from any Chase branch).
7. **Real estate commissions:** Real estate commissions paid from sale proceeds to the listing and selling brokers involved in the transaction can't exceed 6% of the contract sale price. Neither you nor the buyer may receive a commission.
8. **Property tax calculations:** All prorated taxes should be calculated using the closing date and are considered final. Prorated taxes should be based on the actual taxes due and payable.
9. **Title:** If any part of the title to the property is transferred before closing, we'll cancel this approval without further notice.
10. **Bankruptcy:** If you're currently in bankruptcy or you file bankruptcy before closing, you must obtain any required consent or approval from the Bankruptcy Court.
11. **Credit reporting:** Our acceptance of this sale is reported to various consumer reporting agencies and may have a negative effect on your credit rating. The impact of a short sale depends on your entire credit profile. For more information about your credit score, go to consumer.ftc.gov and click the "Money and Credit" tab, then "Credit and Loans," and then "How Credit Scores Affect the Price of Credit and Insurance."
12. **Payment instructions:** We must receive the payoff funds from the sale within 24 hours after closing. Please use the following wiring instructions or overnight mailing address and include your full loan number on the payment.



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Our acceptance of your offer is only for the contract sale price of \$255,000.00 between you and C

Your expected closing costs and the minimum amount of proceeds that we'll receive are detailed below. The fees and costs listed are only an estimate of the fees and costs that you'll be assessed at closing, so they are subject to change based on any change in the transaction.

Expected Seller Closing Costs		
Real estate agent commission		
Attorney fee		
Tax stamps		
Taxes		
Natural hazard disclosure		
Junior lien payoff		
HOA dues		
Abstract title search		
Concessions/ Non Re-Occurring Closing Costs		
Closing/ Settlement fee		
Transfer tax		
Title insurance		
Tax Proration		
Sr.Lien Payoff		
Municipal Lien search		
Abstract Title		
Your total closing costs		
Expected Credits		
Tax credit		
HOA credit		
Total credits		
Minimum Net Proceeds to Lender		
Sales price		
- Your closing costs		
+ Total credits		
Total minimum net proceeds to be received by the lender		

Here's what you need to do after closing

Please make sure you and/or your closing agent follow all of these instructions or we'll return the payoff check and the lien won't be refunded. We must receive the final closing documents below by mail or fax within **24 hours** of receiving the funds:

Fax (preferred method):

(branch)

Overnight Mail:

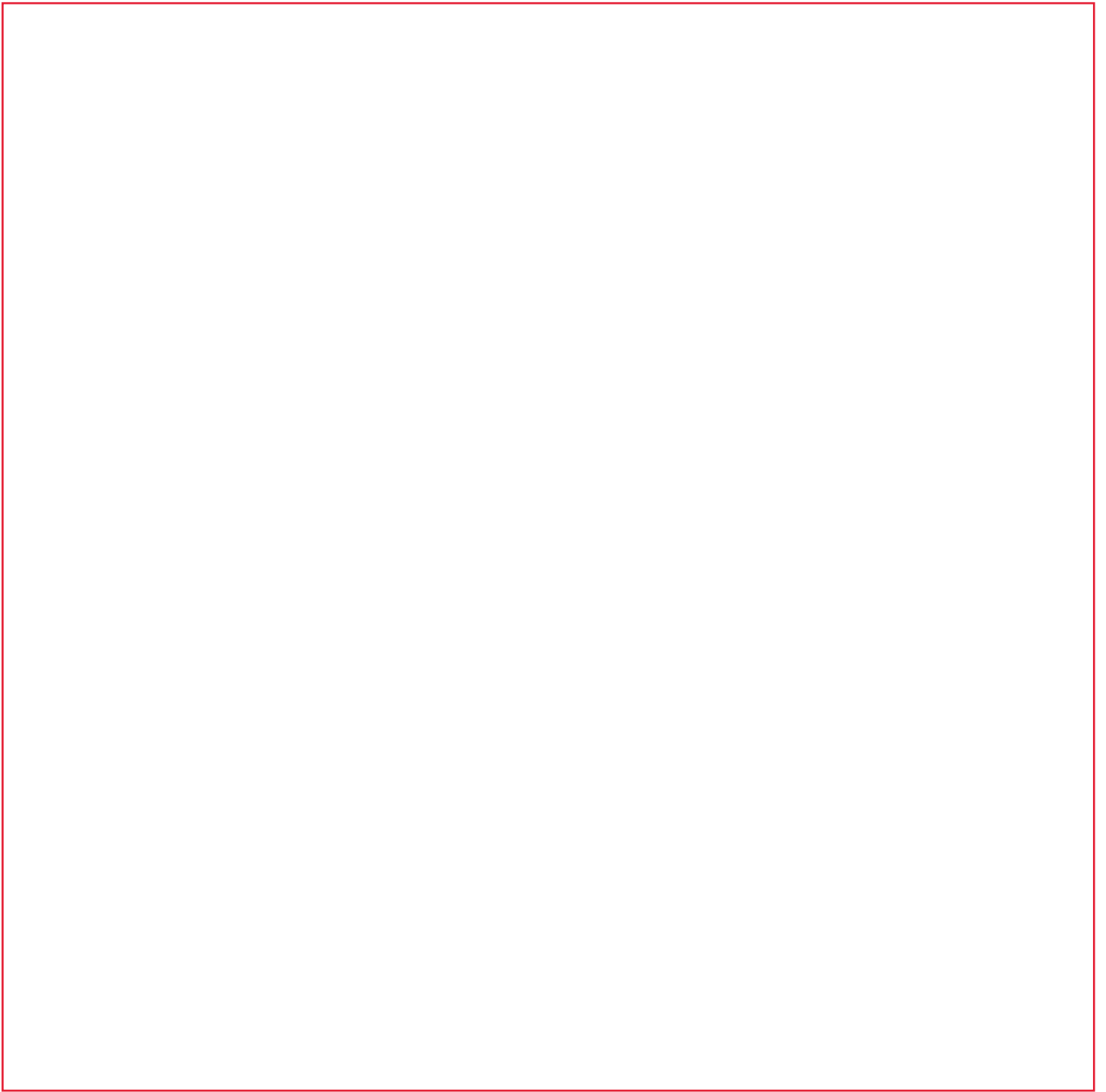
1. **Waiver of Funds** - *Fully executed, signed and dated.*
2. **Customer Contact Information Update Form** - *Fully executed, signed and dated.*
3. **Recorded Power of Attorney** (if applicable) - if any documents are executed by someone other than the seller.
4. **Closing Disclosure or HUD-1 Settlement Statement** - Signed and stamped, true and certified.
5. **Net proceeds certified check or wire confirmation of the funds** - If providing a certified check, include the tracking information. If funds are wired, please fax the wire confirmation with federal reference number and Chase loan number.

If we settle this debt with you for less than the full outstanding balance, we may offer you less favorable terms in the future for so [redacted] or may deny your application.

Esta comunicación contiene información importante sobre la cuenta. Si tiene alguna pregunta o necesita

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- Waiver of Funds
- Customer Contact Information Update Form
- Fax Cover Sheet
- Arm's Length Affidavit



WAIVER OF FUNDS

Seller 1

(Print Name)

(Signature)

(Date)

Seller 3

(Print Name)

(Signature)

(Date)

Seller 2

(Print Name)

(Signature)

(Date)

Seller 4

(Print Name)

(Signature)

(Date)

CUSTOMER CONTACT INFORMATION UPDATE FORM

Account: *****9322

Customer(s): Otto Oliva

Property Address: 3300 SW 25th Street
Miami, FL 33133-2018

Name of customer(s) requesting update:

*Customer's new address:

*Customer's new home phone number:

*Customer's new mobile phone number:

*Customer's new work phone number:

*** Important Notice For The Telephone Consumer Protection Act**

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

BY SIGNING BELOW, the customer(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the customer's mailing address and phone number.

Customer 1 _____
Signature _____

Date _____

Customer 2 _____
Signature _____

Date _____

Sign and return this completed form by fax to 1-866-837-2043 (Free of charge from any Chase branch).

Fax Cover Sheet

To: Chase
Attn: Short Sale

Fax Number: 1-866-837-2043

From: Otto Oliva
Property address:
3300 SW 25th Street
Miami, FL 33133-2018
Loan number:
*****9322

Date:

Re: **Final short sale closing documents**

Pages:
(Including
cover sheet)

Faxing instructions:

- Include this cover sheet as the first page in your fax package to ensure proper handling and receipt of your documents.
- To avoid duplicate documents, **don't** send copies of your documents in the mail after you've sent your fax.
- Keep a copy of your fax confirmation sheet or other proof of the date and time you sent your fax.

Final closing documents:

- Final (or certified copy of) signed Closing Disclosure Form or HUD-1 Settlement Statement by Seller/Buyer
- Executed copy of the Arm's Length Affidavit; enclosed
- Copy of wire transfer confirmation or certified funds check/escrow check
- Signed copy of the Short Sale Approval Letter, if the letter has a signature requirement
- Recorded copy of power of attorney, if applicable
- Customer Contact Information Update Form
- Copy of executed Promissory Note, if applicable

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AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement") dated March 10, 2017, the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction for the mortgage loan number 3900139322 secured by the Property commonly known as 3300 Sw 25th St, Miami, FL 33133-2018 (the "Property") will be sold by the Seller to the Buyer.

Chase (the "Lender and/or Servicer") owns or is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender and/or Servicer to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Lender and/or Servicer, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept less than the amount owed to resolve its Loan (pursuant to a separate Agreement between the Lender and/or Servicer 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 that, to the best of each signatory's knowledge and belief:

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 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, the borrower, or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller, 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. Neither the Seller(s) nor the Buyer(s) will receive any funds or commission from the sale of the Property. The Seller(s) may receive a payment or incentive if it is offered by the Lender and/or Servicer. Any incentive payments will be paid at the time of closing and will be reflected on the Closing Disclosure or HUD-1 Settlement Statement.
7. No party to the sales contract, including the Buyer, Seller's agent, Buyer's agent or Settlement agent, is a relative of, business of or shares any business interest with the Seller.
8. All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and/or Servicer and will be reflected on the Closing Disclosure or HUD-1 Settlement Statement.
9. 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 and/or Servicer for approval prior to the close of escrow.
10. All Chase Mortgage Banking employees are prohibited from purchasing homes through a short sale where Chase is the Lender or Servicer. However, JPMorgan Chase employees who are not employed in Mortgage Banking may purchase homes involved in a short sale that secure loans owned or serviced by Chase.
11. Each signatory to this Affidavit expressly acknowledges that the Lender and/or Servicer is relying upon the representation made herein as consideration for discounting the payoff on the Loan, which is secured by a deed of trust or mortgage encumbering the Property.

12. Each signatory to this Affidavit agrees to indemnify Chase and the investor, if applicable, for any and all losses resulting from any negligent or intentional misrepresentation made in this Affidavit including, but not limited to, repayment of the difference between the amount owed on the loan and the discounted payoff amount.
13. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.
14. This Affidavit will survive the closing of the transaction.

I/We declare under penalty of perjury under the laws of the state of Florida 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)

(Signature)

(Date)

Buyer's Agent

(Print Name)

(Print Company)

(Signature and Date)

Closing Agent/Attorney

(Print Name)

(Print Company)

(Signature and Date)

Seller 4

(Print Name)

(Signature)

(Date)

Seller's Agent

(Print Name)

(Print Company)

(Signature and Date)

Transaction Facilitator (if applicable)

(Print Name)

(Print Company)

(Signature and Date)