



July 6, 2010

143 Montana Del Lago Dr.
Rancho Santa Margarita, CA 92688

Bank of America Corporation
4161 Piedmont Parkway
Greensboro, NC 27410
NC4-105-03-84
866-468-3402 Business

Loan No: #

This letter confirms Bank of America's agreement to accept your short sale offer on the above-referenced loan on the following terms:

Bank of America agrees to accept \$3,000.00 in certified funds as payment towards the above referenced loan. Upon the bank's receipt of \$3,000.00 and a signed copy of the final Short Sale HUD-1 Form the bank will release the lien.

Please note that any subsequent refund received by the Bank will be applied to the outstanding balance of the loan.

Please confirm your acceptance of the terms stated in this letter by signing and dating the enclosed copy of this letter on the line below and returning the signed copy with your payment to the address stated above. If the Bank does not receive this signed agreement and the payment specified in this letter by Expiration Date 08/15/2010, this offer becomes null and void.

You should not send the funds to any other Bank of America address including our branches since it is imperative that the funds come to the servicing center for appropriate application to this loan. Should you have questions or need additional information, please call me at 1-866-468-3402.

Please send certified check payable to:

Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410
Recovery Department
NC4-105-03-84
Attention: Diane Hardy
OVER NIGHT PLEASE

Sincerely,

Leon Hawk

By signing below, I hereby acknowledge and agree to the terms stated in the above letter agreement and understand that after the application of short sale proceeds to my loan balance, I will remain responsible for the unpaid balance. I also acknowledge that the status of my loan will be reported to the credit bureaus as "Charged Off".

(Maker)

Date

Notary

(Co-Maker)

Date

Notice Date: June 10, 2010

Account No.:

Property Address:
143 MONTANA DEL LAGO DR
RANCHO SANTA MARG. CA 92688

IMPORTANT MESSAGE ABOUT THIS ACCOUNT

This letter will serve as BAC Home Loans Servicing, LP's demand for payment and advises you that BAC Home Loans Servicing, LP and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

WHAT THIS MEANS TO THE SELLER

BAC Home Loans Servicing, LP and/or its investors may pursue a deficiency judgment for the difference in the payment received and the total balance due, unless agreed otherwise or prohibited by law, if the short sale closes on the loan referenced above. In addition, if this loan is covered by mortgage insurance, the mortgage insurance company may reserve the right to pursue the seller for the deficiency based on the terms of the mortgage insurance policy. Furthermore, there may be tax consequences associated with entering into a short sale. The seller is encouraged to seek guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon BAC Home Loans Servicing, LP and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon BAC Home Loans Servicing, LP receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

1. Closing must take place no later than 06 11 2010 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing. Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
2. The approved buyer(s) is/are _____ and the sales price for the property is \$ 220000
3. Another buyer cannot be substituted without the prior written approval of BAC Home Loans Servicing, LP.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of June 10, 2010:
 - a. Total Closing Costs not to exceed \$ 23738.67
 - b. Maximum commission paid \$ 13200.00
 - c. Maximum allowed to the Jr. Lien Holder \$ _____
 - d. Maximum allowed for HOA liens \$ _____ (if applicable)
 - e. Maximum allowed for repairs \$ 0.00 (if applicable)
 - f. Maximum allowed for termite inspection/repairs \$ 350.00 (if applicable)

Any additional fees that were not approved on June 10, 2010 will not be covered by BAC Home Loans Servicing, LP and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to BAC Home Loans Servicing, LP to be no less than

Proceeds from Sale	\$ 196261.33	\$ 3000.00
Cash Contribution	\$ 0.00	\$ 0.00
Promissory Note	\$ 0.00	\$ 0.00

8-26-10

