

SETTLEMENT AGREEMENT

seterus™

PO Box 2008, Grand Rapids, MI 49501-2008

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence
PO Box 2008, Grand Rapids, MI 49501-2008

Phone: 866.570.5277
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www.seterus.com

APRIL
27TH ST
RICHMOND, CA 94806

October 12, 2016
Loan number: 5862 (“Loan”)
Serviced by Seterus, Inc.

Dear APRIL

We are pleased to advise you that, subject to the conditions in this Agreement, we can offer you a discounted payoff in the amount of \$274,961.00.

This discount expires on October 25, 2016 (“Expiration Date”). To accept this offer, you must comply with the Terms and Conditions listed below and list and sell the property that secures this Loan to someone you are NOT related to nor with whom you have a close personal or business relationship (“an arms-length transaction”). If you do not comply with the Terms and Conditions listed below, this offer is null and void, and the servicer reserves the right to return short sale funds.

Terms and Conditions:

1. All of the above named Borrower(s) and Guarantor(s), if applicable, must sign this Agreement below, and each signature must be notarized. You should be able to obtain notary services at your financial institution.
2. We must receive the full discounted payoff amount of \$274,961.00, by bank wire transfer, bank check, money order, or certified funds on or before October 25, 2016 or within two business days of closing. You must send the funds to the address referenced at the end of this Agreement.
3. The purchaser cannot resell the property within 30 days of the short sale settlement date. The purchaser cannot resell the property for greater than 120 percent of the short sale price within 90 days of the short sale settlement date.
4. If there are junior liens on the property securing your loan, you must negotiate their settlement or release, and the settlement amount must not exceed \$6,000.00 in total for this agreement to remain valid. Any payment paid to the junior lien is contingent upon agreement by all lienholders to release their liens and extinguish the indebtedness secured by the subject property.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL OR FOR INFORMATIONAL PURPOSES ONLY. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. HOWEVER, THE LIEN AGAINST THE PROPERTY SECURING THIS DEBT MAY REMAIN ON THE PROPERTY UNTIL THE AMOUNT OWING ON THE LOAN IS PAID. **COLORADO:** SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office’s phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

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5. The following cancellation clauses must be added to the listing agreement and sales contract as specified below.
 - If required, the listing agreement must include, "Seller may cancel this agreement prior to the ending date of the listing period without advance notice to the broker, and without payment of a commission or any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder."
 - The sales contract must include, "The seller's obligation to perform on this contract is subject to the rights of the mortgage insurer (if any) and the mortgage holder relating to the conveyance of the property."
6. Any contribution of funds from the Borrower(s) other than the contribution, if any, specified in this Agreement must be approved by Seterus in writing before including these amounts on the Estimated and Final HUD-1 Settlement Statement (HUD-1).
7. Seterus will process the release of the lien. Any fees assessed for this service must NOT be included on the Estimated and Final HUD-1.
8. The HUD-1 must identify Borrower(s) as the Seller(s) and Dirk as the Buyer(s).
9. This offer is subject to the acceptance of any and all requirements by the mortgage insurer company if your loan is insured.
10. Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the property, reflected on the HUD-1.

Terms and Conditions required by no later than two business days prior to closing:

11. The Final HUD-1 must be approved by Seterus.
12. All junior lienholders must provide, in writing, agreement to release the lien(s), and if receiving a settlement amount, must include an additional waiver of any and all rights to seek a deficiency judgment against the Borrower.
13. If you are in active Bankruptcy; we must receive a motion for relief or court approval to proceed at least 48 hours prior to closing, if required by the district.
14. You must email all of the above documents to @seterus.com or fax them to 888.502

Terms and Conditions required by no later than two business days after closing:

15. We must receive a copy of the signed, certified HUD-1 Settlement Statement for the sale of the property by October 25, 2016 via email @seterus.com, fax 888.502 , or mail Seterus, Inc., SW Millikan Way, Suite 200, Beaverton, OR 97005. The HUD-1 must be in accordance with the Estimated HUD-1 Settlement Statement, which indicates a purchase price of \$300,000.00. Any amounts paid to junior lien holders to obtain lien release(s) shall not exceed the total sum of \$6,000.00. Our credit for seller paid closing costs must not exceed \$0.00. Realtor commission must not exceed 6%. You acknowledge that Seterus and the holder of your Loan relied upon this Estimated HUD-1 to approve the discounted payoff settlement. Any surplus funds shown on the Final HUD-1 in excess of the amount shown on the Estimated HUD-1 also must be paid directly to Seterus.
16. The deed conveying the Property to the Buyer should be sent for recordation in the name of the Buyer within 48 hours of closing, and include the following provision, unless prohibited by applicable law:

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$360,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.
17. We must receive your fully signed and notarized copy of this Agreement and a complete Short Sale Affidavit Form with all involved parties printing, signing, and dating the document.
18. We must receive a copy of the POA used to sign for any individual, if applicable.

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Please note that if you have an escrow account, unless otherwise required by applicable law, we will make your tax and/or insurance payments only if your account is less than 30 days delinquent or your account has sufficient funds. If your account is more than 30 days delinquent or has insufficient funds for disbursement, Seterus will not advance funds and you will be responsible for any tax or insurance payments, penalties or interest. Any remaining funds held by Seterus in your escrow or suspense account will be applied toward the remaining amounts owed on your loan after payment of the \$274,961.00.

Unless otherwise previously negotiated and explicitly stated on the HUD-1, any funds in excess of the discounted settlement amount on the HUD-1 will be paid to Seterus and applied toward the remaining amounts owed after \$274,961.00. Under no circumstances shall any funds be disbursed to the Borrower(s).

Upon completion of all Terms and Conditions listed in this Agreement, we will execute a release and a discharge of the Note and Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 11/18/2004 for the property located at 17TH ST SAN PABLO, CA 94806 including any deficiency balance, and, if necessary, will dismiss any pending legal action to collect this obligation. As required by law, we may issue a 1099C, Forgiveness of Debt, as a result of this Settlement Agreement. There may be tax implications resulting from debt forgiveness. You should consult a tax advisor and review IRS Publication 544.

This Agreement may have credit reporting consequences. For information about your credit score, go to www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

Borrower(s) and Guarantor(s) release and forever discharge Seterus, and their parents, subsidiaries, affiliates, officers, directors, shareholders, partners, attorneys, trustees, predecessors, successors, representatives, insurers, assignees, agents, employees, administrators, and all persons acting by, through or in any way on their behalf from any and all claims, debts, defenses, liabilities, costs, attorney's fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which Borrower(s) and Guarantor(s) may now have or claim to have against Seterus, which may exist from the beginning of time to the date of this Agreement. All parties further covenant and agree that this Agreement may be pleaded or asserted by or on behalf of Seterus as a defense and complete bar to any action or claim that may be brought against or involving Seterus by anyone acting or purporting to act on behalf of the Borrower(s) and Guarantor(s) with respect to any of the matters within the scope of this Agreement excepting only the obligations of the parties under this Agreement. This full and final release does cover and include any and all known or future damages not now known to anyone hereto, but which may later develop or be discovered, including the effects and consequences thereof.