


May 25, 2011



RE: Loan Number: 
 Property Address: 158 ASHWORTH AVE
 HAMPTON, NH 03842

Dear Customer(s):

In response to your request that Select Portfolio Servicing, Inc. (SPS) accept a compromised payoff from the proceeds of the sale of the above referenced property or "Short Sale", please be advised that SPS hereby agrees to such Short Sale and will release its lien, contingent upon the following terms:

1. SPS' receipt of the net proceeds from the Short Sale in an amount not less than \$184,203.50. This agreement is good through June 10, 2011. The Net Proceeds must be in the form of wire funds or other certified funds and made payable to Select Portfolio Servicing, Inc. No personal checks will be accepted. Wiring instructions can be found on page 4 of this document, and is the preferred method of payment.
2. Funds must be received by SPS no later than June 10, 2011. Any extension of the closing date requires the written approval of SPS. As long as the minimum approved Net amount above is remitted, no further approval to the proposed HUD-1 is required however, a copy of the Final HUD-1 Settlement Statement must be faxed to SPS at (801) 270-7833 within two (2) business days of the closing being held. This Final HUD-1 should be executed in its entirety by both the buyer(s) and seller(s) represented in the transaction. In the event that there is a significant change in any of the terms between the proposed HUD-1 and the Final HUD-1, and/or if the funds remitted do not agree with the approved HUD-1, this Agreement is void and no release of mortgage will be provided.
3. In consideration for SPS' agreement to accept a compromised amount to payoff the loan, in no event shall the Borrower receive any funds from the Short Sale. Any surplus funds, above the agreed upon net proceeds at the time of closing, are the exclusive property of SPS, and shall be made payable to Select Portfolio Servicing, Inc. This approval is conditioned upon the Borrowers waiving their rights to any escrowed funds or refunds from expenses. The Borrowers also agree that any proceeds from filed hazard insurance claims will be sent to, and retained by, SPS as additional recovery toward the Short Sale loss. If SPS receives/retains proceeds in excess of the amount that, combined with the net proceeds, would have satisfied the loan in full, such surplus funds will be returned to the Borrower.
4. The attached "Closing Instructions" should be provided to the settlement agent and executed at the closing. All terms and conditions of the closing instructions are required to be met in their entirety. Notarized signatures from each buyer and seller represented in the transaction are required along with that of the Closing Officer. Within 2 business days prior to the closing, a copy of the executed "Closing Instructions" should be remitted to SPS via fax at (801) 270-7833. Failure to comply with this contingency will void our approval and a release of mortgage will not be provided.

Upon satisfaction of all terms of this approval, the mortgage will be discharged in its entirety with any deficiency rights waived and a release document will be forwarded to the County for recording. The release document is an indication that the loan debt is considered satisfied by SPS. It is not an indication that the loan is paid in full. Additionally, this approval is for the loan number referenced above and SPS makes no warrants and/or takes no responsibility for any liens senior or junior to our position being released in conjunction with this satisfaction. If a foreclosure action was commenced against this property, then upon satisfaction of all terms of this approval, the pending foreclosure action will be dismissed and appropriate instruments recorded.

If you have any questions regarding this information, please call our office at (888) 818-6032 between the hours of 6:00 a.m. and 8:00 p.m. Monday through Thursday, Friday 6:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 11:00 a.m., Mountain Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono (800) 831-0118 y marque la opción 2.

This communication from a debt collector is an attempt to collect a debt
and any information obtained will be used for that purpose.

Minnesota - This collection agency is licensed by the Minnesota Department of Commerce
New York City - Collection Agency License No. 0987252

Closing Instructions
 (To be completed at closing)

1. Closing must take place on or before June 10, 2011 or this approval will be void. If an extension is requested and/or approved, our approval may result in per diem interest being charged through the closing.
2. The approved buyer for this transaction is Albert R Fleury and the gross sales price of the property is \$215,000.00.
3. Another buyer can't be substituted without prior written approval from SPS.
4. The following closing costs that have been negotiated and agreed upon are:
 - a. Total Closing Costs not to exceed: \$00.00
 - b. Maximum Real Estate commission/fees paid: \$8,600.00
 - c. Maximum cash allowed to Seller: \$3,000.00
5. Minimum Net proceeds to SPS can be no less than \$ 184,203.50 and must be remitted via certified funds so that our office is in receipt on or before June 10, 2011. Remittance instructions are attached.
6. The property is being sold in "AS-IS" condition.
7. Final HUD-1 to be executed by both the Buyer(s) and Seller(s) represented in the transaction returned to SPS within two (2) business days of the closing.

By signing this document you understand that you are agreeing to and compliant with the terms and conditions outlined above. Additionally, you are certifying that this document and any other documents which have been used in conjunction with obtaining both our approval as well as the closing of this transaction have been executed with your consent and are true and correct. Any misrepresentation and/or misstatement will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud and wire fraud.

| | | | |
|---------------|------|--------------|------|
| Seller | Date | Seller | Date |
| — | | | |
| Buyer | Date | Buyer | Date |
| Closing Agent | Date | Notary Stamp | |

Select Portfolio Servicing, Inc.
Certified Funds Remittance

Wire Instructions

Use these wire instructions only for mortgage payments, reinstatements, or payoffs. All wires must reference the borrower's loan number, borrower name, property street address, and a name of the employee or department to which the funds are being forwarded. Without these references, applying the funds may be delayed.

Account Name: Select Portfolio Servicing, Inc.
Wire Retaining

Account Number: 900900308

Bank: JPMorgan Chase
80 W. Broadway
Salt Lake City, UT. 84101

Routing/ABA#: 124001545

Reference: 3815 South West Temple
Salt Lake City, UT 84115-4412

Customer Loan Number 0011929502

Customer Name(s) JOSEPH OCONNOR JR

Property Street Address 158 ASHWORTH AVE
HAMPTON, NH 03842

To the Attention of _____

Mailing Address

Select Portfolio Servicing, Inc.
Attn: Remittance Processing
3815 South West Temple
Salt Lake City UT 84115-4412

Western Union

Reference the loan number and deliver to:
Code City: OSWALD, Code State: UT