



Bayview Loan Servicing, LLC  
 4425 Ponce de Leon Blvd. 5th Floor  
 Coral Gables, FL 33146



DEBT  
 RESCUE  
 LAW

June 02, 2015

**LIEN RELEASE OFFER**

**Borrower:**



Final Short Sale Price	\$249,000.00
Seller Contribution	\$0.00
Deficiency Waiver	YES

**Loan Number:** [REDACTED]

**Property Address:** [REDACTED]

Dear Customer:

**IMPORTANT: Your request for consideration for a short sale through the Home Affordable Foreclosure Alternatives (HAFA) Program has been approved. Here's what to expect next:**

Upon receipt by Bayview Loan Servicing, LLC ("Bayview") of the sum of \$219,333.10 **no later than 07/17/2015** and in reliance upon your claim of hardship, and the closing of a sale of your property located at [REDACTED], Bayview agrees to release the Deed of Trust encumbering the property captioned above.

This Lien Release offer is Null and void if any of the following figures differ from the figures that were submitted by the U.S Department of Housing and Urban Development (HUD) to Bayview, for review and approval, at the time the release was issued:

• Settlement Date:	07/17/2015
• <b>Sales Price:</b>	<b>\$249,000.00</b>
• Borrower or Seller Credits:	\$0.00
• Realtor Commissions:	\$14,940.00
• Closing Costs:	\$4,726.90
• Third Party Fees:	\$0.00
• Subordinate Liens:	\$0.00
• Relocation Assistance:	\$10,000.00
• Net Proceeds to Bayview Loan Servicing:	\$219,333.10

Conditions to Close:

- Notice of closing 48 hours prior to scheduled Closing date
- Final U.S Department of Housing and Urban Development (HUD) with buyer and seller closing costs
- Fully Executed HAFA Affidavit signed and dated by Buyers and Sellers

## HABA Affidavit

The Short Sale (HABA) Affidavit certifies that the sale is an "arm's length" transaction and the seller and buyer are unrelated to each other by family, marriage, or commercial enterprise. The affidavit also includes an agreement by the buyer not to sell the property within 30 days of closing of the sale, or between 31 and 90 calendar days of the sale for a price greater than 120 percent of the gross sales price and an affidavit of occupancy.

## Refunds and Insurance Proceeds

Any refunds of taxes or any proceeds from any insurance, and any costs or expenses that become due before the Lien Release funds are received by Bayview Loan Servicing, LLC must be paid in order to satisfy the loan.

Borrower warrants that he/she will not interfere with the investigation of any such insurance claim. Borrower also warrants that any such borrower payment, insurance check, or tax refund referenced above that he/she receives, shall be immediately forwarded to Bayview. Bayview will also retain any funds that may currently be held in suspense and escrow accounts.

## Foreclosure Sale/Law Day

**If a foreclosure sale has been scheduled, funds must be received 48 hours prior to the foreclosure sale or by the required date indicated above, whichever is sooner.** Upon receipt by Bayview Loan Servicing of the Lien Release Amount, **Bayview Loan Servicing will execute or cause to be executed a Release and Discharge of the debt and will dismiss or cancel any pending legal action it has taken to collect this obligation. No legal action will be halted until funds are received on or before the required date.**

Borrower hereby further acknowledges and agrees that, to the extent that any such claims exist, the value to the Borrower of the discount payoff offer by Bayview Loan Servicing, LLC contained in this letter substantially and materially exceeds any and all value of any kind or nature whatsoever of any such claims.

Further, upon receipt of the Lien Release Amount, Bayview Loan Servicing, LLC and the Released Parties (as defined herein) shall release and forever discharge Borrowers from any and all liability, of any kind whatsoever, arising out of, associated with, or related to, any obligations of the underlying debt agreement, promissory note, or loan agreement related to the loan number referenced above including, but not limited to, pursuit of any deficiency amount thereunder.

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**Western Union Quick Collect®\*:** Code City: BFTG Code State: FL

**Wire\*:** JP Morgan Chase One Chase Manhattan Plaza, New York, NY 10005  
**ABA #:** [REDACTED] **Credit Account:** Bayview Loan Servicing, LLC  
**Account No.:** [REDACTED]

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**Certified Funds Overnight Address:** 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146

*\*Fees may be imposed by money transmitter.*

Please include the following information on all remittances:

Borrower: [REDACTED]

Bayview Loan Number: [REDACTED]

Property Address: [REDACTED]

**Please assure that funds are received by Bayview Loan Servicing no later than 07/17/2015. Please send the executed closing documents, including the signed HUD statement by all parties to me.**