

Oct-17-2008 03:19 PM Indymac Bank 6265357767

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Home Equity Division
 Loan Resolution Department
 155 North Lake Ave.
 Pasadena CA 91101

10/17/2008

Arthur Riddle
 Fax: 858.274.0095
 Loan No. [REDACTED]
 Borrower(s): [REDACTED]

IndyMac Bank has approved a short sale (short payoff) for the above referenced property subject to the following conditions. This letter contains important conditions and instructions regarding the closing. Please read it carefully and forward it to the escrow or closing agent for use as a payoff statement and keep a copy for your records.

SHORT SALE APPROVAL DEMAND WITH CONDITIONS & CLOSING INSTRUCTIONS:

1. Indymac must approve any changes including but not limited to: sales price, buyers, net proceeds, seller's costs & closing date.
2. Borrower (Seller may not net any proceeds or refunds from this transaction.
3. The Closing Agent must fax the final actual certified HUD-1 settlement statement to Indymac Bank, Attention: [REDACTED] Fax# 866.912.1325 immediately upon the close escrow.
4. Escrow must close by 10/30/08 with funds received by Indymac Bank via **CERTIFIED FUNDS** in accordance with the instructions on page two of this letter within one business day or overnight mail.
5. Sales price \$270,000 (or any other applicable price, as long as set proceeds are met)
6. Realtor Commissions, total TBD (not to exceed 5%)
7. Minimum net sales proceeds to IndyMac Bank: \$5,000 plus borrower (seller) contribution specified below if applicable * outside escrow * must be received within 2 days of escrow funds \$5,000 if not received, agreement is invalid and lien will not be released.
8. Additional borrower (seller) contribution at closing: \$0.00 (funds must be wired to Indymac along with sales proceeds specified above)
9. Borrower (seller) must execute and deliver the enclosed promissory note(s) in the amount of \$0.00 (N/A) the undersigned via overnight mail prior to closing.
10. Parties other than Indymac Bank must absorb all additional closing costs, including any payouts for judgments, property taxes or other lien holders.
11. Borrower (seller) must fax a signed copy of the attached "short-sale terms acknowledgement" statement to the undersigned prior to closing
12. No Agent /Broker, Escrow or Title short payoff "processing or transaction fees" (unless directly related to commissions, escrow/title charges, etc...) to be paid from Borrower (Seller) proceeds.
13. Borrower (Seller) must obtain all necessary approval from the Bankruptcy Court if this loan or property is currently included in any active Bankruptcy filing or case.

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**IndyMac
Federal Bank**

Home Equity Division
Loan Resolution Department
155 North Lake Ave.
Pasadena CA 91101

10/17/2008

Chicago Title

Fax: 619.640.9641

Loan No. [REDACTED]

Borrower(s): [REDACTED]

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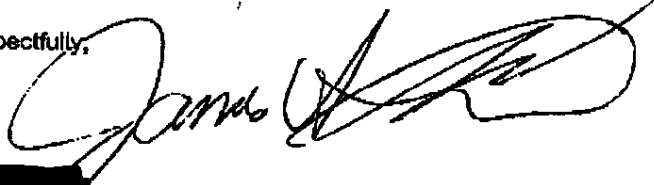
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- On certified Title/Escrow or Bank Check only.
- Checks must be sent to the attention of the undersigned via overnight only.
- Mail to: **IndyMac Federal Bank,**
155 N. Lake Ave,
Pasadena CA 91101
HELOC Dept. 3rd Floor
Attn: [REDACTED]

Once all conditions are met, Indymac Bank will stop any current foreclosure proceeding and our lien on the above referenced property will be released. The loan will be reported to the credit bureau as "paid in full, less than full amount".

If you have any questions, please feel free to contact the undersigned.

Respectfully,



[REDACTED]
Loss Mitigation
Home Equity Division
Loan Resolution Department
Toll-Free: [REDACTED]
Fax: 866.912.1325

Oct-17-2008 03:20 PM

IndyMac Bank

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**IndyMac
Federal Bank**

Home Equity Division
Loan Resolution Department
155 North Lake Ave
Pasadena CA 91107-2940

SHORT SALE TERMS ACKNOWLEDGEMENT

Loan No. [REDACTED]
Borrower(s): [REDACTED]
Property: [REDACTED] La Mesa, CA 91941

The undersigned borrower(s) by signing below, acknowledge all terms in this approval letter and understand that the investor reserves all deficiency rights as provided by the note, deed of trust or security agreement, local and federal laws, including but not limited to criminal prosecution, should it later be determined that I/we (the borrower) or any third party made any misrepresentations (e.g. arms length transaction) in connection with the origination of this loan or the proposed short sale transaction.

[REDACTED]

Date

Date

Our new mailing address & contact telephone number is:

IMPORTANT NOTE: THIS DOCUMENT MUST BE SIGNED AND DATED, BY ALL RESPONSIBLE PARTIES, THEN FAXED TO [REDACTED] AT 626.229.7026 PRIOR TO CLOSE ESCROW.