



03/15/2013

Loan Number: [REDACTED]

HELP FOR AMERICA'S HOMEOWNERS.



Property Address:

[REDACTED]
[REDACTED]
[REDACTED]

HOME AFFORDABLE FORECLOSURE ALTERNATIVES (HAFA) ACKNOWLEDGEMENT OF HOMEWARD DISCOUNT PAYOFF APPROVAL LETTER

Dear Borrower(s),

Ocwen Loan Servicing, LLC, ("Ocwen"), acting on behalf of HVMLT 2007-2, has agreed to accept a discounted payoff on the above referenced loan in the amount of [REDACTED] ("Payoff Amount") approved by Homeward Residential Inc., and under the HAFA guidelines provided we have received all the documents from Homeward and subject to the conditions set forth herein, Occupant Relocation Assistance amount to be paid is \$3000.00 to homeowner.

This discounted payoff option expires on the earlier of (i) a scheduled foreclosure sale (whether scheduled as of the date of this Agreement or scheduled thereafter) and (ii) 03/25/2013 (the "Expiration Date"), that is, if you do not comply with the terms described on the Homeward Short Sale Approval Letter on or before such Expiration Date, this payoff option offer will no longer be available to you.

If you require an approval to the final HUD-1 settlement statement before closing, you must email a copy at least 48 hours in advance to [REDACTED] you have any questions, please call us toll-free at 1-800-746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 09:00 am to 9:00 pm ET.

Yours truly,

[REDACTED]
[REDACTED]
[REDACTED]

By signing below, I/we agree to all the stated terms and conditions of the Request, and I/we represent that the information provided in this Request is true and accurate and authorize the Servicer to disclose to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided in connection with the Making Home Affordable program.



[REDACTED]

/ /
Date (MM|DD|YY)



Signature

/ /
Date (MM|DD|YY)

NMLS # 1852

<<HAFA.SDISC.02.18.13>>

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



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Loan Number [REDACTED]

REQUIRED STEPS

All Items MUST BE RECEIVED by Ocwen on or before the Expiration Date of: **[03/25/2013]**

Step 1. SIGN All Listed Documents & FAX or EMAIL to Ocwen by the Expiration Date.

ALL Borrowers MUST sign and fax or email all parts of this letter along with the HUD-1 Settlement State [REDACTED]

- ☐ **Homeward Short Sale Approval Letter** - fully signed by all borrowers
- ☐ **HAFA Affidavit of "Arm's Length Transaction"** - fully signed by all borrowers
- ☐ **Final HUD-1 Settlement Statement*** - fully completed and signed by all parties

*IMPORTANT NOTE - The HUD-1 Settlement Statement must be consistent with the preliminary HUD-1 that Ocwen relied upon to approve this discounted payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC. Under no circumstances shall any funds go the borrower(s) unless Ocwen pre-approves such payment to the borrower(s).

- ☐ **Promissory Note Copy & Tracking Information** – *applicable where a Promissory Note is required for payoff*
 - Send Ocwen a Promissory Note copy signed by all borrowers
 - Provide tracking information for mailing of ORIGINAL signed Promissory Note to the Mortgage Insurer.

You may also mail all documents to: Ocwen Loan Servicing, LLC, Attn: Short Sale Department,
1661 Worthington Rd Suite 100, West Palm Beach, FL 33409

Step 2. WIRE TRANSFER Payoff to Ocwen by the Expiration Date.

Ocwen must RECEIVE the approved Payoff Amount by bank wire transfer no later than the close of business of the expiration date.

- ☐ **Bank Wire Transfer** for full amount of the Approved Payoff - include your loan number.
- ☐ **Email** details of the wire transfer and confirmation to [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Step 3. MAIL the following within 48 hours of the Expiration Date.

- ☐ All pages of the **original, signed** copy of the **Promissory Note** (include all 4 pages of the Promissory Note) - *applicable where a Promissory Note is required for payoff*

MAIL TO: Mortgage Insurer address shown on Promissory Note

As noted above, fax or email a signed Promissory Note copy to Ocwen, along with tracking information for the mailed original.

If you have questions, please call us toll-free at 1-800-74-OCWEN (1-800-746-2936). We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 09:00 am to 9:00 pm ET.



03/15/2013

Loan Number: 7 [REDACTED]

Important Program Information



HAFA AFFIDAVIT

Loan [REDACTED]

Property Address:
[REDACTED]
[REDACTED]
[REDACTED]

This HAFA Affidavit ("Affidavit") is given by the Seller(s) and Buyer(s) to the Servicer of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property with a scheduled closing date.

NOW, THEREFORE, the Seller(s) and Buyer(s) do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Mortgaged Premises is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except as disclosed to the Servicer, there are no agreements, understandings, or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as a tenant or later obtain title or ownership of the Property.
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a relocation assistance payment approved by the Servicer and reflected on the [HUD-1 Settlement Statement](#);
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer;
- (e) All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short payoff transaction have been disclosed to and approved by the Servicer and will be reflected on the [HUD-1 Settlement Statement](#);
- (f) Any person receiving relocation assistance is required to vacate the property as a condition of the sale. Further, the Seller(s) represent that all persons receiving relocation assistance (i) occupied the property as a principal residence on the date the Seller(s) submitted the request for short sale assistance to the Servicer, and (ii) are either the Seller(s), a tenant, or a legal dependent, parent of grandparent of the Seller that occupied the property rent-free.
- (g) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and Freddie Mac/Fannie Mae for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage, each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability.
- (h) The certification will survive the closing of the transaction; and

You cannot list the property with or sell the property to anyone that you are related to or with whom you have a close personal or business relationship. In legal language, it must be an **"arm's length transaction."** If you have a real estate license, you cannot earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sales price after closing.







03/15/2013

Loan Number: 7 [REDACTED]

HAFA AFFIDAVIT (PAGE 2)

The purchaser of a property subject to a HAFA short sale must agree not to resell the property within 90 calendar days of closing. This provision is amended to prohibit any resale of the property within 30 calendar days of closing and further prohibit any resale of the property for 31 to 90 calendar days after closing for a gross sales price greater than 120 percent of the gross sales price of the HAFA transaction.

By signing below, I/we agree that all representations, warranties and statements made herein will survive the closing of the short sale transaction; and I/we represent that the information provided herein is true and accurate and authorize the Servicer to disclose such information to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac, and any of their respective agents, in connection with the Making Home Affordable program.

	_____ Seller Signature		_____ Co-Seller's Signature
	_____ Date		_____ Date
	_____ Seller's Printed Name		_____ Co-Seller's Printed Name
	_____ Buyer Signature		_____ Co-Buyer Signature
	_____ Date		_____ Date
	_____ Buyer Printed Name		_____ Co-Buyer Printed Name

If you would like to speak with a counselor about this program, call the Homeowner's **HOPE™ Hotline 1-888-995-HOPE (4673)**. The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please call us toll-free at 1-800-74-OCWEN (1-800-746-2936). We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 09:00 am to 9:00 pm ET.

NOTICE TO SIGNATORIES

Be advised that by signing this document you understand that any documents and information you submit in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided in connection with the Making Home Affordable Program, including the documents and information regarding eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov. Mail can be sent Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



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