

Re: Request For Short Payoff Information

Dear

You have asked us about a proposed sale of your property (the "Property") that would yield proceeds that are less than the full amount of the debt owed by you under your home Loan (the "Loan"). A sale such as this is commonly known as a "Short Payoff."

In order for Countrywide to process your request for a Short Payoff, Countrywide first must obtain the items set fo attached checklist. The materials should be sent to Countrywide as follows:

Send Overnight Mail to:
Countrywide Home Loans Servicing LP Attention: Loss Prevention Department, SV-65 450 American Street Simi Valley, CA 93065-6285
Send First Class Mail to:
Countrywide Home Loans Servicing LP Attention: Loss Prevention Department. SV-65 PO Box 10222 Van Nuys, CA 91410-0222
Send Faxes to: 1-805-577-3447

Please note that our evaluation of this matter is based on the information you provide. Therefore, your request will not be considered unless all of the documentation and information that we have requested has been received. All responsible parties on the Loan, even those parties who do not live at the property or do not make the monthly payments, must provide all of the information and documentation that we have requested. If you cannot provide us with any particular item, please *note the reason that it is unavailable in the documentation that you send* to us.

As you may know, your Loan was previously sold to an investor ("Investor"). Countrywide Home Loans Servicing LP ("Countrywide") services your Loan on behalf of the Investor. Because Countrywide does not own your Loan, Countrywide may need to obtain the prior approval of the Investor before it can approve your request. In addition, if you presently are required to maintain private mortgage insurance in connection with your Loan, or if Countrywide has separately insured your Loan, Countrywide may also need to obtain the prior approval of the applicable insurers (the "Mortgage Insurers") prior to approving your request tor assistance.

Please be advised that it takes substantial time to review and consider a request for a Short Payoff due to (i) the need to review and evaluate the financial losses which will be incurred if your Short Payoff request is approved; (ii) the need to prepare the necessary paperwork; and (iii) the need to obtain the approval of the Investor and the Mortgage Insurers, if required. In order to process your Short Payoff request, Countrywide may require additional information from you about the proposed sale, the Property and/or the parties involved. **THE PROCESS FOR REVIEWING AND APPROVING A SHORT PAYOFF WILL TAKE A MINIMUM OF FOURTEEN (14) TO TWENTY ONE (21) BUSINESS DAYS FROM THE DATE ALL NECESSARY MATERIALS ARE RECEIVED, AND MAY TAKE LONGER IF THE INVESTOR AND/OR MORTGAGE INSURER REVIEW YOUR REQUEST.** Countrywide appreciates your patience during this review period.

Please note that Countrywide in no way guarantees that your request for a Short Payoff will be approved by the Investor and/or Mortgage Insurer. Please also note that if your Loan is delinquent currently, Countrywide will continue with any and all collection and/or foreclosure action concerning your Loan as permitted by the terms of your loan documents and applicable state and federal law. Such action will not be suspended or canceled under any circumstances unless and until Countrywide specifically agrees in writing to suspend or cancel such action, or unless your Loan is fully reinstated or paid off. **Therefore, if your Loan is in foreclosure, a scheduled foreclosure We will be conducted by Countrywide unless Countrywide specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your Loan is fully reinstated or paid off in accordance with your Loan documents and applicable law prior to the scheduled foreclosure sate.** Countrywide will not consider entering into any such agreement until it first receives all the information it requires. Accordingly, please provide the requested information as quickly as possible.

Finally, it your Loan is delinquent, Countrywide will continue to report all delinquencies to the credit reporting agencies until your Loan is brought fully current under your Loan documents.

Should you have any questions, please do not hesitate to contact us. When calling our office, please reference your Loan number.

Sincerely,

Loss Prevention Department
Countrywide Home Loans
1-800-262-4218

NEGOTIATION AGREEMENT

Dear

We have received your request for workout assistance concerning your Loan with Countrywide. When signed by both of us, this letter will constitute a binding agreement ("Agreement") between you and Countrywide concerning Countrywide's workout discussions with you.

1. Written Agreement and Amendments. We each acknowledge and agree that neither of us shall be bound by any workout agreement concerning your Loan until such agreement has been put in writing, is signed by each of us and is returned to Countrywide. Furthermore, in order to avoid any confusion or misunderstanding, each of us also agrees that any such written agreement may only be amended in a writing that is agreed to and signed by each of us. We each acknowledge and agree that Countrywide will not consider entering into any workout agreement concerning your Loan until it first receives all the information that it requires in its sole judgment to evaluate such an agreement. Each of us also acknowledges and agrees that Countrywide will be under no obligation to accept partial payments on your Loan unless a written agreement signed by each of us and returned to Countrywide provides for the payment and receipt of such amounts. During our workout discussions, any amounts received by Countrywide which are less than the full amount due and owing under your Loan shall be, at Countrywide's option, either (a) returned to you, or (b) credited towards the past due amount under your Loan and shall not be refunded to you.

2. Discussions. Countrywide is acting on behalf of the holder of your loan (the investor) and the mortgage and/or pool insurers. As such, any information that Countrywide provides to you is on their behalf.

3. Enforceability of Loan Document. Notwithstanding any other provision of this Agreement to the contrary, or any claims by you to the contrary, any and all loan documents (the "Loan Documents") relating to your Loan, including without limitation the Note and Security Instrument, are presently in full force and effect, and shall remain in full force and effect unless and until a written document is signed by the appropriate parties specifically superseding and replacing all or some of the Loan Documents. **We each acknowledge and agree that if your Loan is delinquent currently, Countrywide will continue with any and all collection and foreclosure action concerning your Loan as permitted by the terms of your loan documents and applicable state and federal law, and such action will not be suspended or canceled under any circumstances unless and until Countrywide specifically agrees in writing to suspend or cancel such action, or unless your Loan is fully reinstated or paid off. Therefore, each of us acknowledges and agrees that your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Countrywide unless Countrywide specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your loan is fully reinstated or paid off in accordance with the Loan Documents and applicable law prior to the scheduled foreclosure sale.**

4. Obligation to Report Material Change in Circumstances. During the course of our workout discussions, you may be asked to provide certain information to Countrywide concerning your personal finances, the property, your Loan, or otherwise. You hereby acknowledge and agree that you will advise Countrywide immediately of any material change in the information that you provide to Countrywide.

5. No Waivers. No negotiations or any other action undertaken by you and/or Countrywide pursuant to this Agreement shall constitute a waiver of any party's rights under the Loan Documents, except to the extent specifically stated in a written agreement complying with the provisions of paragraph 1. In addition, any forbearance by Countrywide in exercising any right or remedy under this Agreement or as otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

6. Miscellaneous. This Agreement (i) constitutes our entire agreement relating to the ongoing or contemplated discussions identified herein and supersedes any prior or contemporaneous representations or agreements (whether oral or written) not contained herein concerning your Loan or the subject matter of this Agreement; (ii) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; (iii) shall be governed by California law, without giving affect to principles of conflicts of law; and (iv) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all of such party's costs and attorneys' fees from the non-prevailing party. The Headings used in this Agreement are used for convenience only and shall not be used to interpret any term hereof. Each party executing this Agreement represents that such party has the full authority and legal power to do so.

If the foregoing accurately sets forth your understanding concerning your workout discussions with Countrywide, please sign this Agreement in the space provided below and return one duplicate original to the undersigned. Under no circumstances will a workout arrangement be entered into with you until this Agreement is first signed and returned to Countrywide.

Sincerely,
Loss Prevention Department
1-800-262-4218

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND AM FAMILIAR WITH THE TERMS AND CONDITIONS CONTAINED IN THIS LETTER AGREEMENT. I AGREE TO ABIDE BY THEM.

BORROWER:

_____, 20____
Signature Date

Name (please print)

CO-BORROWER:

_____, 20____
Signature Date

SHORT SALE DOCUMENTATION REQUIRED

Review of your workout package cannot be complete until we receive **ALL** of the following items. Each item must be fully completed, signed (when necessary), with your Loan number printed clearly on each separate piece of documentation.

CHECK OFF LIST

Make sure all items are checked off before mailing

All parties responsible on the Loan must provide the following information and documentation:

1. The completed **ORIGINAL** of the enclosed Financial Statement (Form 1126).
2. The signed **ORIGINAL** of the enclosed Authorization and Acknowledgment form (enclosed form A&A-1).
3. The signed **ORIGINAL** of the enclosed Negotiation Agreement (enclosed form N/A-3). Please read this document carefully before signing.
4. Copies of your most recent checking and savings deposit account statements. **Do NOT SEND ORIGINALS**
5. Copies of your most recent month of pay stubs (income receipts). If self-employed, you must provide your last 2 quarters of profit & loss statements. **Do NOT SEND ORIGINALS.**
6. If you would like Countrywide to discuss your request for a Short Payoff of your Loan with a third party acting on your behalf (e.g., your real estate agent, etc.), please sign and return the **ORIGINAL** enclosed Authorization Form (enclosed form A&A - 1).

Please forward items 1 through 6 immediately, and include any of the following items if available. We will contact you and/or your agent after an initial review of the information to obtain items 7 through 10 if not yet provided.

7. A Listing agreement.
8. A Purchase contract, signed by the buyer and seller, which contains language that the sale is contingent upon the seller obtaining the prior written approval of Countrywide, the Investor and the Mortgage Insurers.
9. A statement of the seller's closing costs or a HUD-1 settlement statement. The figures in these statements must be accurate, as any approval will be based, in part, on the figures submitted with the package.
10. All junior lien holders must provide written notice of their willingness to release their liens prior to closing even though they receive little or no proceeds from closing.

Please write your Loan number on EVERY single item that you return to Countrywide.

SEE THE REVERSE SIDE OF THIS DOCUMENT FOR IMPORTANT ITEMS THAT YOU SHOULD KNOW ABOUT A SHORT PAYOFF.

IMPORTANT ITEMS THAT THE CURRENT HOMEOWNER SHOULD KNOW

- Any documents that you submit to Countrywide in connection with your request will not be returned to you.
- You must maintain the property in an acceptable and marketable condition.
- A monetary contribution from you may be required based on your financial ability.
- During our review of your Short Payoff request, you are not released from any obligations under your Note and Security Instrument, including the obligation of making your mortgage payments_
- **Upon the closing of a Short Payoff transaction, your account will be reported to the credit reporting agencies as "settled".**
- Should a Short Payoff transaction close, an IRS form 1099 (c) may be filed pursuant to IRS and/or Investor guidelines. Should you have any questions concerning the tax consequences that may arise out of a Short Payoff transaction, you should seek independent tax advice. Countrywide will not advise you regarding such tax consequences, if any.
- **Should your request not meet the required parameters, you will be responsible for all fees incurred for processing your request and/or valuing the property, if any.**
- Should you sign a listing agreement with a licensed Agent/Broker, we recommend that you include

language that reserves your right to cancel the agreement prior to the ending date of the listing period without advance notice to the agent, and without payment of a commission or any other consideration if the property is conveyed to the mortgage insurer or the mortgage holder.

Account No

**AUTHORIZATION AND ACKNOWLEDGMENT
SIGN AND SEND**

I have described my financial condition in the enclosed Financial Statement and certify that all information presented therein as well as all attachments are true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates Countrywide, the Investor or the Mortgage Insurers to provide assistance to me.

By sending this Financial Statement to Countrywide, I hereby authorize Countrywide, the Investor and the Mortgage Insurers to:

- Order one or more credit reports from any credit reporting agency to verify or re-verify any information provided to Countrywide.
- Order one or more title searches from any title agency or insurer.
- Verify the accuracy of the information contained in this Financial Statement, including without limitation, any current or previous employment information.

I agree that I will notify Countrywide immediately of any material change in the financial information that I have provided herein. If I fail to do so, or if it is determined that the financial information provided herein has been misrepresented by me, and Countrywide, the Investor or the Mortgage Insurers make decisions which would not have been made had the true facts been known, then (1) I shall be liable for all costs incurred or damages suffered by Countrywide, the Investors or the Mortgage Insurers, and (2) Countrywide shall have the right, in its sole discretion, to terminate any arrangement or agreement that has been extended to me based, in whole or in part, on the inaccurate or incomplete information that I have provided.

Submitted this day of , 20_____

BORROWER:

CO-BORROWER:

Signature

Signature

Name (please print)

Name (please print)

NOTE: This portion must be filled out in all instances

THIRD PARTY AUTHORIZATION FORM

I hereby authorize Countrywide Home Loans Servicing LP ("Countrywide") to discuss my request for a Short Payoff with the individual(s) that I have identified below as my designated agent(s) (hereinafter the "Designated Agent"). Further, Countrywide is hereby authorized to negotiate the terms of a Short Payoff with my Designated Agent and to deliver documents to my Designated Agent which concern my request for a Short Payoff. I understand that I will be fully responsible for reviewing any information that is sent by Countrywide to my Designated Agent. This Authorization will remain effective until I specifically notify Countrywide's Workout Department in writing that this Authorization is of no further force and effect.

My Designated Agents are:

(insert name)

(insert name)

(insert name)

Date: ____/____/____

Borrower

Date: ____/____/____

Co-Borrower

BORROWER FINANCIAL INFORMATION

BORROWER				CO-BORROWER			
BORROWER'S NAME		DATE OF BIRTH		CO-BORROWER'S NAME		DATE OF BIRTH	
SOCIAL SECURITY #	HOME PHONE #	WORK PHONE #		SOCIAL SECURITY #	HOME PHONE #	WORK PHONE #	
MAILING ADDRESS (if different from property)				MAILING ADDRESS (if different from property)			
Do you occupy the property? Yes <input type="checkbox"/> No <input type="checkbox"/>		Is it a Rental? Yes <input type="checkbox"/> No <input type="checkbox"/>		If so, what is the monthly rental income?			
Is the property listed for sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, with whom?				Agent's Name: Agent's Phone:			
Have you contacted your credit counseling services for help?				Counseling Representative: Counseling Rep's Phone:			
Did you pay Real Estate Taxes? (outside mortgage payments) Yes <input type="checkbox"/> No <input type="checkbox"/>				Are the taxes current? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Have you filed Bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>	If Yes, Chapter 7 <input type="checkbox"/> Chapter 13 <input type="checkbox"/>	Filing Date:		Attorney's Name:		Are there other liens on the property? Yes <input type="checkbox"/> No <input type="checkbox"/>	
EMPLOYMENT							
EMPLOYER – BORROWER		POSITION HELD	HOW LONG?	CO-EMPLOYER – BORROWER		POSITION HELD	HOW LONG?
Monthly Income				Monthly Expenses			
Description	Borrower	Co-Borrower	Total		Amount		Amount
Take Home Pay	\$	\$	\$	Health Ins.	\$	Parking	\$
Overtime Pay	\$	\$	\$	Auto Maint.	\$	Life Ins.	\$
Commission	\$	\$	\$	Union Dues	\$	Day Care	\$
Bonuses	\$	\$	\$	Food	\$	Alimony/ Child Support	\$
Interest/ Dividends	\$	\$	\$	Spending	\$	Medical/ Dental	\$
Alimony/ Child Support	\$	\$	\$	Charitable	\$	Homeowners Fees	\$
Rental Income	\$	\$	\$	Entertainment	\$	Utilities	\$
Other Income Disability/ Unemployment	\$	\$	\$	Auto Ins./ Transportation	\$	Total Expense	\$
Total Income	\$	\$	\$	Dry Cleaning	\$		
Monthly Debt Detail				Asset Detail			
Description	Payment	Months Delinquent		Description	Value	Owed	
1 st Mortgage on this Property	\$			Primary Property	\$	\$	
2 nd Mortgage on this Property	\$			Other Property	\$		
Other Mortgage/Rent	\$			Number of Automobiles ()	\$		
Total Automobile Payments	\$			Bank Accounts	\$		
Installment Loan(s)	\$			IRA/Keogh Accounts	\$		
Other Debt/Credit Cards	\$			401 K Accounts	\$		
				Other Assets/Accounts	\$		
				Number of People Living in Household ()			
Total Monthly Debt:	\$			Total Assets	\$	\$	
Reason for Delinquency: (attach separate sheet if additional space needed)							

"I agree as follows: My lender may discuss, obtain and share information about my mortgage and personal financial situation with third parties such as purchasers, real estate brokers, insurers, financial institutions, creditors and credit bureaus. Discussions and negotiations of a possible foreclosure alternative will not constitute a waiver of a defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information herein is an accurate statement of my financial status. I understand that all information provided in this document is provided voluntarily; however, more complete information will improve the lender's ability to assess my financial situation."

Submitted this _____ day of _____, 20_____

By _____ Date: _____
Signature of Borrower

By _____ Date: _____
Signature of Borrower

Before mailing, make sure you have signed and dated the form and attached a copy of your most recent paystub and bank statement(s) of you checking and/or