

HSBC MORTGAGE SERVICES - CLOSING INSTRUCTIONS/SHORT SALE AGREEMENT (TOTAL RELEASE OF CUSTOMER LIABILITY)

Lawyer's Title of Arizona, Inc.  
3930 E Chandler, Suite 2  
Phoenix, AZ 85048

RE: CUSTOMER: [REDACTED]

PROPERTY ADDRESS: [REDACTED]  
[REDACTED] AZ 85086-2247

ACCOUNT #: [REDACTED]

To Whom It May Concern:

This letter provides you with the closing instructions for the short sale and the Short Sale Agreement executed by HSBC (and to be executed by the Customer).

Closing Instructions:

1. Have the Customer read and sign the Short Sale Agreement below.
2. Obtain the Customer's check (in CERTIFIED FUNDS only).
3. Wire the funds and mail all original supporting documents referencing the customer's account number to:

HSBC Mortgage Services Inc.  
636 Grand Regency Blvd  
Brandon, FL 33510  
Attention: Richard White

4. If you have any questions, please contact:  
Richard White  
1-800-365-6730, ext. 47078

SHORT SALE AGREEMENT

HSBC Mortgage Services Inc. ("HSBC") and Customer (stated at top of the letter) agree to settle the above listed account for \$5,500.00 plus any surplus proceeds over the agreed upon sales price and not exceeding the remaining outstanding loan balance (the "Settlement Amount"). The Settlement Amount is due at the close of escrow. This offer is contingent upon a sales price of the Property of \$248,000.00 (the "sales price").

Customer agrees that the payment of the Settlement Amount must be in the form of CERTIFIED FUNDS ONLY and will be accompanied by a copy of the final new settlement worksheet and a copy of this agreement prepared by the Closing Agent. Any surplus funds from the close of the escrow shall be paid directly to HSBC Mortgage Services. The realtor's commission shall not exceed 6.0 percent (%).

Customer Initials \_\_\_\_\_  
Customer Initials \_\_\_\_\_

Customer agrees that upon the receipt and posting of the agreed upon Settlement Amount, the remaining balance, if any, will be charged-off, and not required to be repaid by the Customer, and a \$0.00 balance will appear on the Customer's credit bureau as "Account legally paid in full for less than the full balance." HSBC agrees to release its lien against the property, referenced above, upon the completion of all terms under this Agreement.

Customer agrees that this letter MUST accompany the settlement proceeds check and net settlement worksheet. Failure to abide by these terms and conditions will delay the lien release and void this offer.

This Agreement expires on: 04/30/09 (the "Offer Period").

Special notes/conditions:

In the event the Property should go through foreclosure sale prior to the end of the Offer Period, this agreement will become null and void. There may be a tax liability associated with this transaction, please consult your tax advisor for more information.

I acknowledge by my signature below that I have read, understand and agree to the terms of this letter.

Richard D White Date 03/30/09  
Richard White

[Redacted] Date \_\_\_\_\_

[Redacted] Date \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ the above signed person(s) STEPHEN D BURKETT BRITNEY R BURKETT personally known/provided personal identification of \_\_\_\_\_, being duly sworn, did execute this foregoing affidavit and did so as his/her free act and deed. In witness whereof, I hereunto set my hand and official seal.

Notary Public Signature Seal

Thank you for your assistance in this matter.

Sincerely,

Richard White  
Closer  
3.32

Esta carta contiene informacion importante sobre su cuenta y podria requerir su atencion. Si tiene alguna pregunta y desea hablar en espanol con un empleado, sirvase comunicarse con nosotros al 800-365-6730, marque el numero 2, durante nuestras horas de oficina normales.