

6. We must receive a copy of the signed certified HUD-1 Settlement Statement for the sale of the property by 1/10/2012. You may fax this to the fax number referenced above or mail to the mailing address referenced at the end of this letter. The HUD-1 Settlement Statement must be in accordance with the Estimated HUD-1 Settlement Statement, which indicates a purchase price of \$169,900.00. Any amounts paid to junior lien holders to obtain lien release(s) shall not exceed the total sum of \$0.00. Our credit for seller paid closing costs must not exceed \$5,097.00. Realtor commission must not exceed 6%. By signing below, you acknowledge that Seterus, Inc. and the holder of your note relied upon this Estimated HUD-1 Settlement Statement to approve the discounted payoff settlement. Any surplus funds shown on the Final HUD-1 Settlement Statement in excess of the amount shown on Estimated HUD-1 Settlement Statement also must be paid directly to Seterus, Inc. in accordance with the instruction in item #4 above.
7. The HUD-1 Settlement Statement must identify borrower(s) as the seller(s) and Marianne S. Davis and Michael M. Davis as the buyer(s).
8. Final HUD-1 to be approved by us 48 hours prior to closing. Email HUD-1 to HUDApproval@seterus.com.
9. This offer is subject to the acceptance of all and any requirements by the mortgage insurer company if your loan is insured.

Please note that if you have an escrow account, unless otherwise required by applicable law, Seterus, Inc. will make your tax and/or insurance payments only if your account is less than 30 days delinquent or your account has sufficient funds. If your account is more than 30 days delinquent or has insufficient funds for disbursement Seterus, Inc. will not advance funds and you will be responsible for any tax or insurance payments, penalties or interest. Any remaining funds held by Seterus, Inc. in your escrow or suspense account will be applied toward the remaining amounts owed on your loan after payment of the \$148,327.80.

Unless otherwise previously negotiated and explicitly stated on the HUD-1, any funds in excess of the discounted settlement amount on the HUD-1 Settlement Statement will be paid to Seterus, Inc. and applied toward the remaining amounts owed after \$148,327.80. Under no circumstances shall any funds be disbursed to the borrower(s).

Upon completion of all requirements by borrower(s), Seterus, Inc. will execute a release and a discharge of the deed of trust/mortgage and, if necessary, will dismiss any pending legal action to collect this obligation. As required by law, Seterus, Inc. may issue a 1099C, Forgiveness of Debt, as a result of this Settlement Agreement. Borrower(s) acknowledges that there may be tax implications resulting from debt forgiveness. Borrower(s) should consult with a tax advisor.

This Agreement may have credit reporting consequences. For information about your credit score, go to: <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

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