



Notice Date: 03/7/2013

CoBorrower

Loan No.: XXXXX-283

Property Address:

DEFUNIAK SPRINGS, FL 32433

Dear [REDACTED]

I am following up on our conversation on 03/07/2013 regarding Nationstar Mortgage's Short Sale Program. In order to participate in this program, enclosed is a "Terms and Conditions" document that you and your agent will both need to sign. Please read through the document carefully with your agent and return the fully executed document to me by fax at 1.800.440.6221. You may also return the document via mail to:

Nationstar Mortgage
c/o Auction.com
1 Mauchly
Irvine, CA 92618

In order to proceed with your short sale, please return this form no later than 03/17/2013.

If you or your agent have any questions regarding this program, please call me at 1.800.807.0144 Monday through Friday 7:00 am to 9:00 pm Central. I am here to help, and look forward to helping you complete your short sale.

Sincerely,

Russell Williams
VP - Short Sale
Auction.com

Nationstar Mortgage is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for this program to help you avoid foreclosure. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this is not an attempt to collect, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

Nationstar Mortgage's Short Sale Program: Terms and Conditions

Loan# XXXXX-283

Property Address: [REDACTED] DEFUNIAK SPRINGS, FL 32433

1. The short sale must be an "arm's length" transaction. An arm's length transaction means that you cannot list the property with or sell it to anyone that you are related to or with whom you have a close personal or business relationship.
2. We may begin or continue the foreclosure process while we review your request.
3. You will be required to vacate the property upon successful closing of a short sale. You are responsible for all maintenance and expenses on the property until it is sold.
4. Nationstar Mortgage reserves the right to market your property and to obtain additional offers during the period the offer you have presented is being reviewed. Nationstar Mortgage may retain Auction.com to market your property to obtain these offers.
5. You and your real estate agent agree to cooperate with Auction.com during the auction process by, including, but not limited to, making your property available for at least one (1) open house date prior to the auction date and directing any interested parties to submit offers through the auction process. By executing this document, your real estate agent agrees to this obligation and to respond to inquiries from interested parties regarding the property.
6. If Nationstar Mortgage chooses to use the services of Auction.com, Auction.com shall advertise and market your property prior to the auction, (which may include print advertising, web media, direct mail, and email marketing). Your real estate agent will be listed as the contact for bidders who are interested in purchasing the property. All costs of such advertising and marketing shall be paid by Auction.com.
7. If Nationstar is able to obtain a higher offer than the currently submitted offer, Nationstar reserves the right to evaluate the new offer instead.
8. In connection with the auction marketing services provided by Auction.com, a buyer's premium in an amount not to exceed five percent (5%) of the winning bid amount shall be added to the winning bid amount to establish a "Total Purchase Price" to any buyer obtained by Auction.com. The buyer's premium will not apply if the originally submitted offer is the highest bid; however, if the original offer is driven higher by bidding activity, the buyer's premium will apply to all bidders, including the original buyer. The buyer's premium shall be paid to Auction.com at closing from the sale proceeds due lender/servicer. Such amount shall be paid at closing, along with a copy of the final HUD-1.
9. Auction.com is paid through the buyer's premium and NOT from the real estate agent's commission. Should listing agent be representing both the buyer and the seller on the originally submitted offer, listing agent agrees that if a higher offer is obtained that does have a buyer's agent, the listing agent will only receive listing brokerage commission.
10. You and your real estate agent acknowledge that Auction.com is retained as the auctioneer ONLY and not as a real estate broker or agent. Your real estate agent shall remain the listing agent for the property and be responsible for ensuring compliance his or her duties as listing agent in the transaction.
11. This document may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
12. Nationstar Mortgage will evaluate your current offer or the higher offer and make a firm decision on their acceptability.

Please acknowledge the terms and conditions of this agreement by signing below and returning to Nationstar Mortgage via fax at 1.800.440.6221 or mail at 1Mauchly, Irvine, CA 92618.