

1642 Blair Ave  
VBR 16-4

75344

HUD APPROVAL

Kristi Thomson

From: victoria.wilson@usbank.com  
Sent: Tuesday, January 12, 2016 8:58 AM  
To: Kristi Thomson  
Subject: RE: 2300077978 , DeMaster, 1642 Blair Revised HUD for approval to close  
Attachments: Gibraltar Scan\_20160111\_095315.pdf

Good Morning!

Final HUD is approved for closing as it was presented in this email. Please read this email along with very specific documents needed within 48 hours of closing. If these documents are not received correct

If funds are being wired the closing package will need to be sent to my direct email address immediately after c

Please keep in mind the following key items when sending in the proceeds and closing documents:

- \* Final HUD must be stamped as certified.
- \* Final HUD must contain the signature page, and must be signed by seller(s) and buyer(s)
- \* If a Power Of Attorney is used, please provide the POA documents
- \* Title Commitment (title report) must accompany the proceeds including schedules A & B
- \* Warranty Deed (or Sale Deed) must be provided with the proceeds, and MUST be amended to include the paragraph found on page two of the short sale approval letter. This provision MUST appear on the deed, it cannot be typed up on a separate piece of paper
- \* The Borrower Acceptance page of the short sale approval letter must be executed and returned with the closing documents, this page will need to include the sellers mailing address
- \* No electronic signatures may be present on any closing documents

Victoria Wilson  
Default Management Liquidation Agent | Default Resolution | Mortgage Servicing  
p. 270.691.3374 | p. 866.253.4293 | victoria.wilson@usbank.com

U.S. Bank  
Tamarack  
2800 Tamarack Rd, Owensboro KY 42301 | CN-KY-TRLM | www.usbank.com

From: "Kristi Thomson" <Kristi@NycklemoeLawOffice.com>  
To: <victoria.wilson@usbank.com>  
Date: 01/11/2016 08:43 AM  
Subject: RE: 2300077978 , DeMaster, 1642 Blair Revised HUD for approval to close

Here is the revised HUD. The closer had broken down the taxes in Ramsey County by individual items instead of putting it under "taxes" as Ramsey county breaks down differently than all other counties. The closer has made the correction. The revised HUD is attached for approval.

\*\*\*\*WINTER IS HERE \*\*\*\*

HOMEOWNERS: PROPERTIES IN SHORT SALE STATUS ARE REQUIRED BY THE LENDER TO BE MAINTAINED BY THE HOMEOWNER.



**A. Settlement Statement (HUD-1)**

<b>B. Type of Loan</b>		6. File Number: 76344	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. <input type="checkbox"/> Other		
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
<b>D. Name &amp; Address of Borrower:</b>		Elton Mykerezl		
<b>E. Name &amp; Address of Seller:</b>		Dana Demaster Marc Anders		
<b>F. Name &amp; Address of Lender:</b>		CASH		
<b>G. Property Location:</b>		1642 Blair Avenue Saint Paul, Minnesota 55104  33-28-23-11-0166  EX S 50 FT LOT 1 BLK 1 PAUL MARTINS GROVE ADD AND IN SD MIDWAY PLAISANCE EX S 50 FT LOT 1 BLK 3		
<b>H. Settlement Agent:</b>		Gibraltar Title Agency, LLC, 4700 West 77th Street, Suite 100, Edina, MN 55435, (852) 830-1904 4700 West 77th Street, Suite 100, Edina, MN 55435		
<b>I. Settlement Date:</b> 1/14/2016		<b>Proration Date:</b> 1/14/2016		<b>Disbursement Date:</b> 1/14/2016
<b>II. Summary of Borrower's Transaction</b>		<b>III. Summary of Seller's Transaction</b>		
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller		
101. Contract sales price	\$95,000.00	401. Contract sales price	\$95,000.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	\$962.00	403.		
104.		404.		
105.		405.		
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>		
106. City/town taxes		406. City/town taxes		
107. County taxes		407. County taxes		
108. Assessments		408. Assessments		
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. Gross Amount Due from Borrower	\$95,962.00	420. Gross Amount Due to Seller	\$95,000.00	
<b>200. Amounts Paid by or for Borrower:</b>		<b>500. Reductions in Amount Due to Seller:</b>		
201. Deposit or earnest money	\$2,000.00	501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$8,050.50	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan to US Bank	\$86,821.63	
205.		505. Payoff of second mortgage loan		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
<b>Adjustments for items paid by seller:</b>		<b>Adjustments for items paid by seller:</b>		
210. City/town taxes		510. City/town taxes		
211. County taxes 1/1/2016 to 1/14/2016	\$117.87	511. County taxes 1/1/2016 to 1/14/2016	\$117.87	
212. Assessments		512. Assessments		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. Total Paid by/for Borrower	\$2,117.87	520. Total Reduction Amount Due Seller	\$95,000.00	
<b>300. Cash at Settlement from Borrower:</b>		<b>600. Cash at Settlement from Seller:</b>		
301. Gross amount due from borrower (line 120)	\$95,962.00	601. Gross amount due to seller (line 420)	\$95,000.00	
302. Less amounts paid by/for borrower (line 220)	(\$2,117.87)	602. Less reductions in amount due seller (line 520)	(\$95,000.00)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$93,844.13	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$0.00	

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 405, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.  
If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

*Dana DeMaester*  
Dana DeMaester  
*Marc Abjers*  
Marc Abjers

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

\_\_\_\_\_  
Elton Mykerez

*Dana DeLaster*  
\_\_\_\_\_  
Dana Demaster  
*M...*  
\_\_\_\_\_  
Mico Anders

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

*Barbara J. Dörner*  
\_\_\_\_\_  
Barbara J. Dörner

\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Real Estate Broker Fees based on price \$95,000.00 @ 6.000000% = \$5,700.00 Division of commission (line 700) as follows:		
701.	\$3,135.00 to Keller Williams Integrity Realty		
702.	\$2,565.00 to Park Realty		
703.	Commission paid at settlement \$5,700.00		\$5,700.00
704.			
<b>800. Items Payable in Connection With Loan</b>			
801.	Our origination charge (from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803.	Your adjusted origination charges (from GFE A)		
804.	Appraisal fee (from GFE #3)		
805.	Credit report (from GFE #3)		
806.	Tax service (from GFE #3)		
807.	Flood certification (from GFE #3)		
808.			
<b>900. Items Required to Establish Escrow Advances</b>			
901.	Daily interest charges from (from GFE #10)		
902.	Mortgage insurance premium for (from GFE #9)		
903.	Homeowner's insurance for (from GFE #11)		
904.			
905.			
<b>1000. Reserves Deposited With Escrow</b>			
1001.	Initial deposit for your escrow account (from GFE #9)		
1002.	Homeowner's insurance		
1003.	Mortgage insurance		
1004.	City property taxes		
1005.	County property taxes		
1008.			
1007.			
1008.			
1009.			
<b>1100. Title Charges</b>			
1101.	Title services and lender's title insurance to Gibraltar Title Agency, LLC (from GFE #4)	\$575.00	
1102.	Settlement or closing fee to Gibraltar Title Agency, LLC		\$1,500.00
1103.	Owner's title insurance to Gibraltar Title Agency, LLC (from GFE #5)		\$332.50
1104.	Lender's title insurance to Gibraltar Title Agency, LLC		
1105.	Lender's title policy limit		
1106.	Owner's title policy limit \$95,000.00		
1107.	Agent's portion of the total title insurance premium to Gibraltar Title Agency, LLC \$236.00		
1108.	Underwriter's portion of the total title insurance premium to Gibraltar Title Agency, LLC \$66.50		
1109.	Sellers Closing Fee		
1110.			
1111.	Abstracting		
1112.	Plat		
1113.	Assessment		
1114.	Comprehensive prelim title search to Gibraltar Title Agency, LLC		\$200.00
1115.			
1116.			
<b>1200. Government Recording and Transfer Charges</b>			
1201.	Government recording charges (from GFE #7)	\$92.00	
1202.	Deed \$46.00 Mortgage Releases	\$92.00	
1203.	Transfer taxes (from GFE #8)		
1204.	City/County tax/stamps		
1205.	State tax/stamps Deed \$326.00		\$326.00
1206.	Conservation Fee		
1207.			
<b>1300. Additional Settlement Charges</b>			
1301.	Required services that you can shop for (from GFE #6)	\$295.00	
1302.	Broker Admin Commission to Park Realty	\$295.00	
1303.	Recording Service Fee		
1304.	Payoff Delivery Fee		
1305.			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$862.00	\$8,060.50

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	HUD-1 Item Number	Good Faith Estimate	HUD-1
<b>Charges That Cannot Increase</b>			
Our origination charge	# 801	\$0.00	\$0.00
Your credit or charge (points) for the specific interest rate chosen	# 802	\$0.00	\$0.00
Your adjusted origination charges	# 803	\$0.00	\$0.00
Transfer taxes	# 1203	\$0.00	\$0.00

Charges That Can Increase More Than 70%	HUD-1 Item Number	Good Faith Estimate	HUD-1
Government recording charges	# 1201	\$0.00	\$82.00
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
<b>Total</b>		<b>\$0.00</b>	<b>\$82.00</b>
<b>Increase between GFE and HUD-1 Charges</b>		<b>\$82.00</b>	or <b>0.000000%</b>

Charges That Can Change	HUD-1 Item Number	Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	\$0.00	\$0.00
Daily interest charges	# 901	\$0.00	\$0.00
Homeowner's insurance	# 903	\$0.00	\$0.00
	#		
	#		
	#		
	#		
	#		

**Loan Terms**

Your initial loan amount is	\$0.00
Your loan term is	_____ years <input type="checkbox"/> N/A
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	_____ includes <input type="checkbox"/> Principal <input type="checkbox"/> N/A <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____. <input type="checkbox"/> Unknown
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to _____. The maximum it can ever rise to is _____.
Does your loan have a prepayment penalty?	<input type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is _____.
Does your loan have a balloon payment?	<input type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of _____ due in _____ years on _____.
Total monthly amount owed including escrow account payments <input type="checkbox"/> *Paid by or through draws from the principal limit.	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of _____ that results in a total initial monthly amount owed of _____. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.



Po Box 211128  
Eagan, MN 55121

December 04, 2015

Dana Demaster  
1642 Blair Ave  
Saint Paul MN, 55104

*1st lien approval (10/1)*

Re: Short Sale Contract Approval Notice  
Account Number: 2300077978  
Property Address: 1642 Blair Ave  
Saint Paul, MN 55104

Seller: Dana Demaster  
Buyer: Elton Mykerezl

The undersigned sellers hereby acknowledge that they have read, understand, agree, and accept all the terms and conditions of this short sale approval letter.

*Dana Demaster*

Dear Dana Demaster:

Date

This letter will serve as our **Approval/Demand Statement** to accept a short sale payoff on the above-mentioned account and property located at 1642 Blair Ave. This approval is based on the contract of sale between Dana Demaster and Elton Mykerezl dated August 18, 2015. This property is being sold "As Is." **You must provide a preliminary copy of the HUD-1 Settlement Statement for review and approval prior to closing this transaction.** The closing must occur on or before January 18, 2016.

As a condition to this approval please provide the following documents prior to settlement and no later than January 11, 2016:

- Clear Title At Closing
- Arms Length Affidavit Fully Executed
- Purchase Agreement Addendum If Closing Occurs More Than 30 Days After Short Sale Approval

Approval is subject to the following terms and the closing costs are limited to the amounts shown below.

<b>Contract Sale Price</b>	\$95,000.00 ✓
1. Commission	\$5,700.00 ✓
2. County Taxes	\$894.00 ✓
3. Settlement Or Closing Fee	\$1,500.00 ✓
4. Title Search	\$200.00 ✓
5. Title Insurance	\$332.50 ✓
6. State Tax/stamps	\$328.00 ✓

Please Remit Cash Contribution as Certified Funds with Closing Documents

Net Proceeds to U.S. Bank Home Mortgage (to Equal or Exceed): \$86,045.50



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Eagan, MN 55121

The undersigned sellers hereby acknowledge that they have read, understand, agree, and accept all the terms and conditions of this short sale approval letter.

⊗ Dana DeMaeder

Date \_\_\_\_\_

As a condition to this approval, the borrower's rights to any escrowed funds and/or any refunds from pre-paid expenses are waived. Additionally, the borrower is not to receive any funds from the proceeds of the sale nor is the borrower able to contribute towards the settlement costs unless otherwise noted above. Receipt of these funds shall suffice for the release of the security instrument (mortgage or deed of trust). *FREDDIE MAC will not pursue the borrower for personal liability on the note secured by the first mortgage provided the borrower negotiates in good faith and there is no misrepresentation or fraud discovered, subject to the following: (1) any cash contribution or personal note agreed to by the borrower and the servicer in connection with the sale of the home, and (2) any cash contribution or personal note agreed to by the borrower and the mortgage insurer.*

If you accept the short sale, please note your account will be reported to the credit reporting agencies as "Account paid in full for less than full balance." This may have a negative impact on your credit rating.

U.S. Bank Home Mortgage will issue an IRS Form 1099-C for the amount of the remaining balance that is written off in connection with the short sale transaction. We recommend that you speak with a tax professional or tax attorney with any questions you may have regarding the tax considerations of this transaction. You may also refer to IRS Publication 544, Sales and Other Disposition of Assets (particularly the section captioned "Foreclosure, Repossession, or Abandonment") for additional tax liability information.

U.S. Bank must be notified prior to the closing if there are any variations in the settlement charges, net proceeds, or if you learn that the transaction is not going to close on or before January 18, 2016. Changes to the settlement date or net proceeds may require new approval by U.S. Bank prior to closing. To request an extension on the closing date or inform us of any variations listed above, please send the request to [GSEHUDApproval@usbank.com](mailto:GSEHUDApproval@usbank.com) no later than January 16, 2016. U.S. Bank at any time, prior to the closing date, reserves the right to rescind its approval of this transaction if any fraudulent activity is suspected or information received indicates that mortgagor no longer qualifies for this program. U.S. Bank is under no obligation to approve any requested changes and may require revision of any submitted changes. If U.S. Bank does not approve changes, U.S. Bank may rescind its approval of the sale.

This must be an "arm's length" transaction. The buyer of the property may not be related in any way to the seller. Any relationship between a participating broker and the seller or buyer must be disclosed and approved. This letter will serve as U.S. Bank's presence at closing, since we will not have an attorney present.

The Deed conveying the property to the buyer should be amended, in compliance with applicable state law, to include the following provision:

"Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this Deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$114,000.00 until 90 days from the date of this Deed. These restrictions shall run with the land are not personal to the Grantee."





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Eagan, MN 55121

As a condition to this approval the signatures of both seller and buyer are required on the final HUD-1 Settlement Statement. Payoff funds, the Short Sale Affidavit signed and dated on or before the settlement date, a signed and certified copy of the final HUD-1 Settlement Statement, a signed copy of the amended Deed, a complete copy of the final title commitment (not policy), the Borrower Acceptance of Approval Letter and Checklist, and, if applicable, a copy of the Servicemembers Civil Relief Act ("SCRA") Waiver, Promissory Note, and Power of Attorney ("POA") must be received within TWO BUSINESS DAYS AFTER the settlement date or the approval will be null and void.

Payoff funds and all documents as outlined above can be mailed overnight delivery to my attention, Karisha Parks, marked Personal and Confidential, to 4801 Frederica, Owensboro, KY 42301, OR

To expedite delivery and processing, payoff funds may be wired to us using ABA 042100175 and Account Number 145808724978. If you elect to wire the payoff funds, you must immediately email the documents outlined above to Shortsaledocs@usbank.com, and also mail the documents to my attention Karisha Parks, marked Personal and Confidential, to 4801 Frederica, Owensboro, KY 42301. The documents must be received via email before the wire can be accepted. Wired funds will be rejected if the documents outlined above are not received within 24 hours from the receipt of the wire.

If the payoff funds are not accompanied by all required documentation outlined in this approval letter, the funds will not be accepted.

You may easily access a Bank representative while your account is in the loss mitigation\* and/or foreclosure process. For assistance, including status and other information, as well as the steps you must take in order to be considered for loss mitigation options, please contact your Relationship Manager.

Your Relationship Manager is Breona Robinson, who you may contact at 855.MYUSMAP (855.698.7627) ext. 4254405, during the hours of 7:00 a.m. to 8:00 p.m. Central Time, Monday through Friday. You may also contact a Mortgage Assistance Point ("MAP") representative at mortgageassistancepoint@usbank.com.

Sincerely,

Karisha Parks  
Default Resolution Specialist  
U.S. Bank Home Mortgage  
855.MYUSMAP  
855.698.7627

SA701

I, undersigned sellers hereby acknowledge that they have read, understand, agree, and accept all the terms and conditions of this short sale approval letter.

Date \_\_\_\_\_

\*"Loss mitigation" refers to foreclosure alternative solutions such as forbearances, modifications, account restructures, short sales and deeds-in-lieu of foreclosure. These options may vary depending upon investor participation and approval.



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Eagan, MN 55121



### SHORT SALE AFFIDAVIT

**Servicer:**  
U.S. Bank Home Mortgage

**Servicer Loan Number:**  
2300077978

**Address of Property:**  
1642 Blair Ave

Saint Paul, MN 55104

**Date of Purchase Contract:**  
August 18, 2015

**Investor:**  
FHLMC

**Seller:**  
Dana Demaster

**Buyer:**  
Elton Mykerezi

**Seller:**

**Buyer:**

**Seller's Agent/Listing Agent:**  
*Shane Montoya*

**Buyer's Agent:**  
*Alexsander Stojmenovic*

**Escrow Closing Agent:**  
*Barbara Dorfner*

**Transaction Facilitator (if applicable):**  
*Kristi Thomson*

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer, and the Investor 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.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator 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 Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Seller(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;

Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement:



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- (d) The Seller(s) Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent.
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;



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- (f) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (g) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (h) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor 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;
- (i) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- (j) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

IN WITNESS WHEREOF, I have subscribed my name this 12 day of JANUARY, 2016

X (Seller's Signature) By: X Dana DeMaster

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_

(Seller's Signature) By: \_\_\_\_\_

X IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_

(Buyer's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_

(Buyer's Signature) By: \_\_\_\_\_

X IN WITNESS WHEREOF, I have subscribed my name this 12 day of JANUARY, 2016

(Seller's Agent/Listing Agent's Signature) By: [Signature]

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_

(Escrow Closing Agent's Signature) By: \_\_\_\_\_

X IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_

(Buyer's Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_ day of \_\_\_\_\_, 20\_\_



Po Box 211128  
Eagan, MN 55121

(Transaction Facilitator's Signature (if applicable)) By: \_\_\_\_\_



Po Box 211128  
Eagan, MN 55121

Dana Demaster  
1642 Blair Ave  
Saint Paul, MN 55104

Account Number: 2300077978

### Borrower Acceptance of Approval Letter and Checklist

To ensure acceptance of the payoff check, the following information MUST be received within TWO BUSINESS DAYS after the settlement date.

- Cash Contribution check(s), if applicable
  - Any cash contribution(s) or personal note(s) agreed to by the borrower and the servicer and/or the mortgage insurer in connection with the sale of the home
- Signed Short Sale Affidavit
  - Must be signed and dated by ALL parties
  - Must be dated on or before the settlement date
- Signed, certified copy of the final HUD-1 Settlement Statement
  - Must be signed, regardless of the state guidelines. This is a U.S. Bank requirement
- Signed copy of amended Deed
  - Must include deed resale restriction, included in Approval Letter
- Payoff Check
  - Amount of the payoff check MUST match the payoff amount listed on the final HUD-1
- Complete copy of the final title commitment
  - Please note: the title commitment is not the title policy
- SCRA Waiver, if applicable
  - If this document is required, you would have previously received notification
- Promissory Note, if applicable
  - If required, it will be noted on page 1 of the approval letter and you would have previously received notification
- POA (Power of Attorney), if applicable
  - Required if a third party has served on behalf of any buyer or seller at closing
- This completed Borrower Acceptance of Approval Letter and Checklist

Borrower's New Mailing Address:

927 Bayard Ave.  
St. Paul, MN 55102

By signing below, the Borrower accepts and agrees to the terms and provisions contained in this letter. The Borrower also agrees to Inform U.S. Bank of any changes in the Borrower's current mailing address until the full amount of total proceeds has been paid.

Borrower

Dana Demaster  
(Signature)

Dana Demaster  
(Print)

1-12-16  
(Today's Date)



Po Box 211128  
Eagan, MN 55121

Co-Borrower  
N | A  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Today's Date)