

**Bank of America**



Home Loans

Mail Stop: TX2-982-03-02  
7105 Corporate Dr.  
Plano, TX 75024

[REDACTED] & [REDACTED]  
[REDACTED] Ave.  
[REDACTED], CA 95040

**Notice Date:** August 10, 2011

**Loan No.:** [REDACTED]

**Property Address:**  
[REDACTED]  
[REDACTED], CA 91354

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**IMPORTANT MESSAGE ABOUT THIS HOME LOAN**

As your home loan servicer, Bank of America, N.A. is dedicated to helping you find a solution to avoid foreclosure on your property. We are pleased to inform you that Bank of America, N.A. and/or its Investors and/or Insurers have agreed to accept a short sale for the above-referenced property and loan.

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**WHAT THIS MEANS TO YOU THE SELLER**

Bank of America, N.A. and/or its Investors and/or Insurers (if applicable) will accept less than the amount owed on your current mortgage and release you from any further responsibility for your outstanding mortgage balance.

Our records show that your loan is currently included in an active Bankruptcy Proceeding. Therefore, the short sale approval from Bank of America, N.A. is contingent upon the Bankruptcy Court granting approval for the short sale or granting an Order to Terminate the Automatic Stay and Co-Debtor Stay, if applicable. Please consult with your bankruptcy representative to ensure we receive the Bankruptcy Court's approval for the short sale.

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**CONDITIONS OF SHORT SALE APPROVAL**

Detailed below are the conditions of this approval, along with necessary next steps that will need to be completed by the dates and/or timeframes noted. Please read through all the information carefully, and if you have any questions, call our Short Sale Customer Care at 1-866-880-1232, Monday – Friday 7 a.m. to 10 p.m., Saturday 8 a.m. to 5 p.m., Sunday 2 p.m. to 11 p.m., EST.

Subject to Bankruptcy Court review and approval, the conditions of the approval are as follows:

1. The sale and closing must comply with all terms and conditions of the Short Sale Agreement between the Servicer and the Borrower as well as all terms and representations provided herein by the Borrower.
2. Any change to the terms and representations contained in this Request for Approval of Short Sale or the attached sales contract between you and the Buyer must be approved by the Servicer in writing. The Servicer is under no obligation to approve such changes.
3. A HUD-1 Settlement Statement, which will be signed by you and the Buyer at closing, must be provided to the Servicer not later than one business day before the Closing Date of **September 30, 2011**.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. 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.

4. **Closing must take place no later than 09/30/2011 or this approval is void. If an extension is requested and/or approved, then interest will be charged per day through closing.**
5. This short sale approval is exclusive to the offer from the Buyer referenced here: The approved Buyer(s) is/are [REDACTED] and the sales price for the property is \$332,690.00 THREE HUNDRED AND THIRTY TWO THOUSAND SIX HUNDRED AND NINETY DOLLARS AND ZERO CENTS US.
6. Another Buyer cannot be substituted without the prior written approval of Bank of America, N.A.. Furthermore, the buyer may not alter the capacity in which they will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust or any other legal entity.
7. Closing costs have been negotiated and agreed upon with the authorized agent as of August 10, 2011.
  - a. Total Closing Costs not to exceed \$50,164.32.
  - b. Maximum commission paid \$19,961.40.
  - c. Maximum allowed to the Jr. Lien Holder \$5,022.88.
  - d. Maximum allowed for HOA liens \$8,000.00 (if applicable).
  - e. Maximum allowed for repairs \$n/a (if applicable).
  - f. Maximum allowed for termite inspection/repairs \$n/a (if applicable).

Please be aware that any additional fees that were not approved on August 10, 2011 will not be covered by Bank of America, N.A. and become the sole responsibility of the agent, the buyer or the seller to pay at closing. The amount approved is \$50,164.32.

8. Net proceeds to Bank of America, N.A. must be no less than \$282,525.68.
9. The property is being sold in an "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
10. The Sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the Seller; rather, they will be utilized by Bank of America, N.A. toward payment of the outstanding mortgage obligation.
11. There must not be any liens or claims other than those recognized and accounted for in the HUD-1 approval, on which this approval is based. Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release Borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount.
12. There are to be no transfers of property within 30 days of the closing of this transaction. If the closing agent is aware of any agreement whereby the Buyer is to transfer title or possession of the property to any entity, including the Borrower or a third party, the closing agent must obtain the prior written approval of Bank of America, N.A..
13. Bank of America, N.A. does not charge the borrower for statement, demand, recording, and reconveyance (release of lien) fees on short payoff transactions. These should not be included in your settlement statement. Bank of America, N.A. prepares and records its own release of lien.
14. **All funds must be wired. Please be advised that any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.**
15. If the closing is delayed and the Investor/Insurer agrees to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any daily fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.

16. The closing agent must email a completed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting (enclosed) along with the final Settlement Statement to **Short Sale Systems** 72 hours before closing.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America, N.A. will have the right to keep the proceeds and apply them toward the outstanding mortgage debt after the short sale. Similarly, we would have the right to claim the proceeds to offset our losses if they were not previously disclosed and were sent directly to the borrower.

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**WHAT YOU SHOULD KNOW**

The difference between the remaining amount of principal you owe and the amount that we receive from the sale must be reported to the Internal Revenue Service (IRS) on Form 1099-C, as debt forgiveness. In some cases, debt forgiveness could be taxed as income. The amount we pay you for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.

We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the amount owed. Credit scores are determined by the credit bureaus and are not controlled directly by Bank of America, N.A. beyond our commitment to accurately report the status of all our customers. Visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm> to learn more about credit scores.

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**IMPORTANT INSTRUCTIONS FOR THE SELLER AND AGENT**

1. Please complete the enclosed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting and provide this information to your closing agent.
2. **The closing agent will need to email the completed Assignment of Unearned Premium, Important Notice Regarding Income Tax Reporting, and a certified copy of the final estimated Settlement Statement to Short Sale Systems 72 hours prior to closing. Please note that you cannot close without final approval of the closing costs.**
3. **Payoff funds must be wired (unless otherwise specified) and must be received within 48 business hours of the HUD-1 settlement date, per the instructions below. Reference loan# 872687222 / Melvin V Lencioni & Deborah Lencioni**

**Bank of America, N.A.  
Global Client Services – West  
275 Valencia Avenue  
Brea, CA 92823  
Attn: Gloria Villarreal  
MRC Acct #12330-88501  
ABA 026-009-593  
Reference Customer Loan #  
Reference Customer Name:**

Please note: Wire transfers must include the loan number, borrower's name and property address. **If the funds cannot be properly identified, they will be returned.**

4. **A certified copy of the Final Settlement Statement must be emailed to [REDACTED] at the time of closing.**

Upon receipt of the above stated items, Bank of America, N.A. will issue a release of lien on the property and mortgage loan. If you have any further questions, please contact Short Sale Customer Care at 1-866-880-1232, Monday – Friday 7 a.m. to 10 p.m., Saturday 8 a.m. to 5 p.m., Sunday 2 p.m. to 11 p.m., EST.

**Insurance Company**

insurance co  
insurance co  
insurance co  
insurance co  
insurance co

**Policy Number**

policy #  
policy #  
policy #  
policy #  
policy #

**Assignment of Unearned Premium Refund**

We have sold the property located at [REDACTED]	The sale closed on enter date.	
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I/We the insured hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

Bank of America, N.A.  
450 American St., Mail Stop CA6-921-01-03  
Simi Valley, CA 93065  
ATTENTION: Short Sale Customer Contact Department  
REFERENCE Account No: 872687222

I/We the insured hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

\_\_\_\_\_  
Melvin V Lencioni

enter date executed

\_\_\_\_\_  
Deborah Lencioni

enter date executed

**Important Notice to Seller Regarding Income Tax Reporting**

In connection with the short sale of your property and in order to provide you with the total interest paid and/or total amount of debt forgiveness reported to the IRS at year-end, Bank of America, N.A. will need your new mailing address. Please complete the information below.

[REDACTED]

[REDACTED]

Current Mailing Address

\_\_\_\_\_  
\_\_\_\_\_

New Mailing Address

\_\_\_\_\_  
\_\_\_\_\_