



Chase Home Finance LLC (OH4-7129)

Columbus, OH 43219-6009

August 12, 2008

Shells Settlement Services

Attn: Escrow Department

Punto Gorda, FL 33950

Phone Number:

Fax Number:

Conditional Approval of Sales Contract

Loan Number:

Borrower(s)/Seller(s):

Buyer:

Property address:

NORTH PORT, FL 34288

Dear Escrow Department:

This letter will confirm Chase Home Finance LLC's (Chase) approval of the sales contract pertaining to the above-referenced Property for \$142,000.00 between the above parties. Please be advised this is not the final approval for the referenced sale. Once the HUD-1 is approved, closing instructions will be issued and the closing may occur. It is our understanding that the following are the expenses to the seller:

Actual proceeds (sales price)	\$142,000.00
Seller(s) Closing Costs	
Realtor Commission	\$7,100.00
Tax Proration	\$2,140.63
County Transfer Tax	\$994.00
Total	\$10,234.63

Total Minimum Net Proceeds to be received by Chase: \$131,765.37

Chase, under no circumstances will accept less than the approximate net amount stated and will require additional funds if actual costs are less than those provided by the Escrow Company.

It is our understanding that escrow will close on or before August 15, 2008. As this approval is based on figures good through this date, Chase must be advised if there is a postponement of the closing. Additionally, should any variances occur in the approved transaction, Chase must be contacted to approve the changes. Chase is under no obligation to approve the changes and may require the revision of submitted changes. If Chase does not approve changes, Chase may rescind its approval of the sale. If the closing date is extended interest per diem may be assessed (at a rate of \$55.83 per day.)

Further requirements of this approval are as follows:

1. Any required Borrower(s) contributions are to be paid at closing regardless of net from the sale. Chase shall not accept less than the stated net amount. Borrower(s) shall be responsible for any additional costs, which may cause the true net amount to be less than the net amount stated.
2. The Borrower(s) (Seller(s)) must net zero. All proceeds are to be remitted to the lender. All amounts remaining and retained by Borrower(s) shall automatically be assigned to lender even if proceeds exceed the approved net amount. **Neither the Borrower(s) nor any other party may receive any sales proceeds or any other funds as a result of this transaction.** The Borrower(s) must assign to Chase any rights to escrow funds, insurance proceeds, or refunds from prepaid expenses. Chase can apply the proceeds of the sale to the outstanding indebtedness in any manner that Chase should elect.
3. **The final proposed HUD-1 settlement statement shall be faxed to Chase for final approval no later than 72 hours before the closing date (excluding weekends and holidays) or Chase may rescind its approval of the sale. Once the closing statement is received and approved, closing instructions will be sent to the closer.**
4. All pro-rations are to be figured to the date of closing and are considered final. Tax pro-rations are to be based on not more than 100% of actual tax.
5. **This demand letter supersedes all other agreements and applies only to the above-referenced Loan. Any additional loans/liens from the Seller(s) or any other party in favor of Chase or any affiliated entity, whether on this property or otherwise, are excluded from the terms of this letter.**
6. **Chase agrees to release its security interests in the above collateral upon receipt of \$131,765.37 in U.S. certified funds. This amount is for the release of security interest only and will also be contingent upon the closing instructions being followed in their entirety. Nothing contained in this instruction letter shall be deemed a waiver by Chase of any deficiency balance remaining on the loan secured by**