



April 04, 2010

SANTA MONICA, CA 90403

**Loan No:**  
**Property Address:** VAN NUYS, CA 91406

Dear Customer:

You are hereby notified that this letter is an attempt to collect a debt. All information obtained will be used for that purpose.

Bayview Loan Servicing ("Bayview") has approved a release on the above-referenced loan (the "Loan") in the amount of \$279,846.44 which is good through May 07, 2010. In addition, any costs or expenses that become due before the discount payoff funds are received by Bayview must be paid in order to release the Lien. Bayview will also retain any funds that may be held in suspense and escrow accounts. Again, this discount payoff offer is valid **only if funds are received** on or before May 07, 2010 and the borrowers sign a copy of this letter at the bottom of the next page under "Acknowledged and Accepted" and return it to my attention on or before May 07, 2010.

If a foreclosure sale has been scheduled, funds must be received 48 hours previous to the foreclosure sale or by the required date indicated above, whichever is sooner.

Upon receipt by Bayview of the discount payoff amount of \$279,846.44 and a signed copy of this letter by you, Bayview will execute a release and discharge of the Deed of Trust/Mortgage securing the property located at . No legal action will be halted until funds are received on or before the required date.

As consideration for this discount payoff offer and as a condition to Borrower's acceptance of this discount payoff, Borrower, for himself or herself and his or her heirs, personal representatives, successors, and assigns, hereby jointly, severally, knowingly and voluntarily releases, discharges, covenants not to sue, Bayview Loan Servicing and its predecessors, successors, and assigns, representatives, agents, affiliates, parents, subsidiaries, officers, employees, directors and shareholders (collectively the "Released Parties") from any and all claims, demands, liabilities, defenses, set-offs, counterclaims, actions, or causes of action of whatsoever kind or nature, whether known or unknown, whether legal or equitable, which he or she has, or may assert in the future against Bayview Loan Servicing and the Released parties directly or indirectly, or in any manner, directly or indirectly, to the Property or Loan. Borrower hereby further acknowledges and agrees that, to the extent that any such claims exist, the value to the Borrower of the discount payoff off by Bayview Loan Servicing contained in this letter substantially and materially exceeds any and all value of any kind or nature whatsoever of any such claims.

Nothing in this letter shall be construed to prejudice, waive, modify or alter any Bayview

Loan Servicing rights or remedies in law or in equity in collecting the entire amount due on the Loan Servicing or be construed to waive any defense of Bayview Loan Servicing.

**PAYMENT INSTRUCTIONS**

**Overnight Mail**

Bayview Loan Servicing  
Att:  
Phone: (877) 276-2115  
4425 Ponce De Leon  
5th Floor  
Miami, FL 33146  
RE: Loan Number

**Wire Instructions**

Bayview Loan Servicing, LLC  
ABA Number:  
JP Morgan Chase New York, NY  
Account#  
RE: Loan Number  
Borrower Name:

**PLEASE ASSURE THAT FUNDS ARE RECEIVED BY BAYVIEW LOAN SERVICING BY THE REQUIRED DATE INDICATED ABOVE.**

Sincerely,

**Borrower**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_