

1 ANDREW A. MOHER. SBN: 257605  
2 **LAW OFFICES OF ANDREW A. MOHER**  
3 10505 Sorrento Valley Rd, Suite 430  
4 San Diego, CA 92121  
5 Telephone: 619-269-6204  
6 Facsimile: 619-923-3303  
7 Attorney for Debtor Michele Ann Mayer

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**  
11

12 In Re:  
13 Michele Ann Mayer

14 Case No. 16-07171-LA11

15 CHAPTER 11

16 **MOTION FOR ORDER**  
17 **AUTHORIZING SHORT SALE OF**  
18 **REAL PROPERTY UNDER 11 U.S.C.**  
19 **§363(b) and F.R.B.P. 6004**

20 **[2341 North Sea Ct, Visalia, CA 93292]**

21 Judge: Hon. Louise D. Adler  
22

23 TO THE HONORABLE LOUISE D. ADLER, UNITED STATES BANKRUPTCY  
24 JUDGE, OFFICE OF THE UNITED STATES TRUSTEE, AND ALL PARTIES IN  
25 INTEREST:

26 Debtor and Debtor-in-Possession Michele Ann Mayer, by and through counsel  
27 undersigned, hereby respectfully files this Motion for Authority to “Short Sell” her Real Property  
28 (“The Motion”) located at 2341 North Sea Ct, Visalia, CA 93292 (“The Subject Property”),  
pursuant to 11 U.S.C. section 363(b), and in support of The Motion alleges the following:

- 1) The Debtor filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code on November 25, 2016.

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- 2) No trustee has been appointed in this case. The Debtor is in control of her estate as Debtor-in-Possession.
- 3) Debtor is the owner of her principal residence in Lakeside, California, and sixteen (16) properties in Tulare County, California. (“The Rental Properties”) Debtor has sold three of The Rental Properties for profit and is holding the proceeds in a blocked account (“The Blocked Account”) for the benefit of creditors in her Plan.
- 4) Debtor has negotiated or is in the process of negotiating “short sales” on eight of the Rental Properties (“The Short Sale Properties”). Authorization to close four of the eight properties have been granted already by this Court. The Short Sale Properties are overencumbered by liens and thus have no value to the estate. Furthermore, these properties are a drain on estate resources insofar as they are not receiving rental income but accrue expenses to maintain.
- 5) Debtor wishes to “short sell” the Real Property located at 2341 North Sea Ct, Visalia, CA 93292 (“The Subject Property”). A true and correct copy of the Legal Description of the Real Property is attached hereto as Exhibit “A.” The Debtor seeks authorization from the Court to close the short sale only upon agreement from all secured lenders. The Debtor does not seek through this Motion to adversely affect any creditor without their consent.
- 6) Debtor has employed her real estate broker Cindy Coray and Modern Broker (“Broker”) for purposes of selling the Subject Property. The Debtor has applied for approval of such employment with the Court and has obtained an order authorizing the same (see doc #77) and extending Broker’s employment through March 5, 2018 (doc #134).

- 1           7) The fair market value of The Subject Property is \$117,000.00. The Subject Property  
2           is a 3 bedroom, 2 bathroom, 1148 sq. ft. single-family home in a very nice planned  
3           unit development. The Subject Property has an open floor plan, large pie shaped  
4           backyard with a newer roof and newer heater/air conditioner but is in extreme  
5           disrepair. The Subject Property has several broken windows, holes in some of the  
6           wall, the carpet through the house is ruined, and the weeds in the backyard are waist  
7           high. The Subject Property is in a flood zone and requires flood insurance. The  
8           Broker undertook extensive marketing efforts to list and sell the Subject Property by  
9           listing it in the Tulare County MLS, and picked up by Zillow, Realtor.com,  
10          Homes.com, and Broker believes the sale price is a reasonable price reflective of the  
11          fair market value of the Subject Property. Debtor's Broker believes the offer is fair  
12          and reasonable and in the best interest of the Debtor and her estate. (See Declaration  
13          of Cindy Coray)  
14  
15          8) The Subject Property is encumbered by one deed of trust, in favor of Nationstar  
16          Mortgage LLC d/b/a Mr. Cooper ("Mr. Cooper") as a first position lien in the  
17          approximate amount of \$128,258.00 (see Exhibit "C", Short Sale Approval) The  
18          total amount of encumbrances on the Subject Property are approximately  
19          \$128,258.00.  
20  
21          9) The Debtor has entered into an agreement with her lender to "short sell" the Subject  
22          Property. The agreed gross sales price is \$117,000.00. A true and correct copy of the  
23          estimated settlement statement and its details are attached as Exhibit "B" and fully  
24          incorporated herein by reference.  
25  
26          10) The Debtor has reached an agreement with Mr. Cooper to settle Mr. Cooper's lien in  
27          full for \$105,069.04. The Debtor has received an approval letter from Mr. Cooper  
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1 confirming this agreement. A true and correct copy of the Short Sale Approval is  
2 attached as Exhibit "C" and fully incorporated herein by reference. The Short Sale  
3 Approval is subject to expiration on December 28, 2017. However, Debtor's real  
4 estate broker is in active discussions with Mr. Cooper and is confident the expiration  
5 date can be extended to allow the short sale to close if additional time is needed (see  
6 Declaration of Cindy Coray).

7  
8 11) As set out in Exhibit "B," commissions of up to \$5,850.00 are to be paid to the  
9 brokers facilitating the sale, with other liabilities and costs of sale in the amount of  
10 \$3,835.18, totaling \$9,685.18.

11 12) As set out in the Short Sale approval attached as Exhibit "C", Mr. Cooper proposes to  
12 pay the Debtor \$3,000.00 as an incentive for completing the short sale, that will be  
13 paid out to the Office of the U.S. Trustee, due to an apparent misunderstanding by the  
14 lender over the proper fiduciary for the Debtor. Debtor requests that, if such incentive  
15 is paid pursuant to the Short Sale these funds may be turned over to her as manager of  
16 her own estate so that she may place the funds in the Blocked Account for the benefit  
17 of all creditors. Debtor will discuss with counsel for Mr. Cooper and counsel for the  
18 United States Trustee to resolve this issue and ensure that, if the benefit is received,  
19 the language in the proposed order will be acceptable to both parties.

20  
21 13) Debtor will receive no proceeds or compensation in any form from the proposed short  
22 sale, other than the possible \$3,000.00 short sale incentive as discussed above, if  
23 agreed to by Mr. Cooper and the Office of the United States Trustee.

24  
25 14) The estimated closing date for the short sale on the Subject Property is January 15,  
26 2018. However, it is anticipated that the parties will request a short extension  
27 following the filing of this Motion. Debtor requests authority to close the short sale  
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1           only upon consent from all secured lienholders on the terms of the current approval or  
2           any future approval from the secured lienholders agreed to by all parties.

3           15) This Motion to Sell is not seeking to sell the Subject Property free and clear of liens  
4           pursuant to 11 U.S.C. section 363(f), but solely pursuant to section 363(b) and subject  
5           to secured lienholders consent of any such sale.

6           16) In the event that the current Short Sale approval expires by its terms, the Debtor  
7           agrees that she must seek and obtain from the secured lienholders, including Mr.  
8           Cooper, either an extension of the Short Sale Approval, or new short sale approval, in  
9           accordance with all of the secured lienholders short sale procedures and requirements.  
10          Further, any such short sale may only be consummated in strict accordance with the  
11          terms and provisions of any such extension of the Short Sale Approval, or  
12          subsequently issued short sale authorization.

13          17) The Debtor understands that secured lienholders maintain the right to rescind and/or  
14          cancel the Short Sale Approval or any extensions thereof, and that secured lienholders  
15          are not obligated or required to provide any such approvals or extensions. The Debtor  
16          has no reason to believe that such approvals or extensions will be denied in this case  
17          but includes this language for the protection of secured lienholders.

18          18) The sale will have no negative impact on unsecured creditors or the estate, but will  
19          serve to increase cash flow and reduce financial obligations of the Debtor, leading to  
20          a net benefit for the estate. Debtor agrees to provide the Office of the United States  
21          Trustee a copy of the escrow closing statement within 14 days of the close of escrow  
22          as a condition to any approval of this motion.  
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**LEGAL ARGUMENT**

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11 U.S.C. §363, in conjunction with F.R.B.P. 6004, allows a debtor, upon motion and opportunity for a hearing, to sell property of the estate other than in the ordinary course of business. The proposed sale is a “short sale,” and thus the Debtor will not receive any funds from the sale and is short selling the property to reduce liability and increase cash flow.

The purchaser of the Subject Property is purchasing said property in good faith. A good faith purchaser, as defined in §363(m) of the Bankruptcy Code, is one who purchases for “value” and where there is no fraud or collusion in the bidding process. *See In re Filtercorp, Inc.*, 163 F.3d 570 (9<sup>th</sup> Cir. 1998). A good faith buyer has been further described as “one who buys ‘in good faith’ and ‘for value’” *See Ewell v. Diebert (In re Ewell)*, 958 F.2d 276,281 (9<sup>th</sup> Cir. 1992). A lack of good faith is typically shown by “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *See Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9<sup>th</sup> Cir. 1985)

Here, the buyer is purchasing the property in cash for their own use or investment. The buyer is neither an insider nor affiliate of the Debtor, and there is no prior relationship between the buyer and the Debtor. There is no known fraud or collusion with respect to the sale. The sale agreement was negotiated at arms length and constitutes a good faith purchase in accordance with the Bankruptcy Code. The Debtor believes that the proposed sale is in the best interest of the estate (see Declaration of Michele Mayer). The Debtor, and her realtor, also believe that the Subject Property has been adequately exposed to the market and that the sale price is the maximum price the Subject Property could be expected to sell for under the current conditions. Furthermore, in order to close the short sale, all parties including Debtor’s creditors must agree to the sale price as a good faith sale. As such, Debtor submits that the sale constitutes a good faith purchase in accordance with the Bankruptcy Code.

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**THE DEBTOR REQUESTS AUTHORITY TO CLOSE IMMEDIATELY UPON**

**APPROVAL OF THE SALE**

Federal Rule of Bankruptcy Procedure Rule 6004(h) states: “an order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.” (emphasis added). The 1999 Amendment by the Committee Notes on Rules (GAP Report) clarifies that “The court may, in its discretion, order that Rule 6004(g) [now 6004(h)] is not applicable so that the property may be used, sold, or leased immediately in accordance with the order entered by the court.” The Debtor anticipates closing escrow imminently after the hearing on this Motion, if the Motion is approved, for a number of reasons including ensuring that the buyer does not back out of the proposed sale. For these reasons, the Debtor requests that the Court order and authorize that the short sale may be effectuated immediately upon entry of its order.

WHEREFORE, Debtor and Debtor-in-Possession Michele Ann Mayer prays for an order:

- 1) Authorizing the short sale of the Debtor’s Real Property located at 2341 North Sea Ct, Visalia, CA 93292, pursuant to 11 U.S.C. 363(b), only upon consent from all secured claimholders and in strict accordance with the approval letter issues by Mr. Cooper or any future extension or further approval thereof;
- 2) Authorizing the payment of \$3,000 as incentive payout from Mr. Cooper to be turned over by The Office of the United States Trustee to the Debtor upon receipt, or other resolution as mutually agreed by the parties (Debtor, Office of the United States Trustee, and Mr. Cooper);

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- 3) Authorizing the payment of commissions, taxes, and fees related to the sale in the amount of \$9,685.18;
- 4) That the 14 day stay of FRBP 6004(h) be waived and that Debtor be authorized to close the sale immediately upon approval by the court; and,
- 5) For any such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED:

LAW OFFICES OF ANDREW A. MOHER

Dated: December 5, 2017

By:           /s/ Andrew A. Moher            
/s/ Andrew A. Moher, Attorney for Debtor

Dated: December 5, 2017

By:           /s/ Michele Ann Mayer            
Michele Ann Mayer, Debtor



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7 Attorney for Debtor Michele Ann Mayer

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10 **UNITED STATES BANKRUPTCY COURT**  
11 **SOUTHERN DISTRICT OF CALIFORNIA**  
12

13 In Re:  
14 Michele Ann Mayer

15 Case No. 16-07171-LA11

16 CHAPTER 11

17 **DECLARATION OF MICHELE  
18 MAYER IN SUPPORT OF MOTION  
19 FOR AUTHORITY TO SHORT SELL  
20 REAL PROPERTY UNDER 11 U.S.C.  
21 §363 and F.R.B.P. 6004**

22 **[2341 North Sea Ct, Visalia, CA 93292]**

23 Judge: Hon. Louise D. Adler  
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I, Michele Mayer, hereby declare:

1. I have personal knowledge of the facts contained in this declaration, except as to any matters alleged upon information and belief and as to those matters I believe them to be true. If called as a witness, I could and would testify thereto.
2. I am the owner of the property located at 2341 North Sea Ct, Visalia, CA 93292 “Subject Property” in this motion. I disclosed the Subject Property on my bankruptcy schedules and all other relevant documents.
3. I have entered into an agreement to short sell the Subject Property. My broker and I have negotiated the agreement with Debtor’s lenders who have agreed to the sale

1 price. The agreed sale price is \$117,000.00. A true and correct copy of the estimated  
2 settlement statement is attached as Exhibit "B."

- 3 4. I believe that the agreed sales price is an accurate reflection of the fair market value  
4 of the home. The Subject Property is a 3 bedroom, 2 bathroom, 1148 sq. ft. single-  
5 family home in a very nice planned unit development. The Subject Property has an  
6 open floor plan, large pie shaped backyard with a newer roof and newer heater/air  
7 conditioner but is in extreme disrepair. The Subject Property has several broken  
8 windows, holes in some of the wall, the carpet through the house is ruined, and the  
9 weeds in the backyard are waist high. The Subject Property is in a flood zone and  
10 requires flood insurance. My Broker and I undertook extensive marketing efforts to  
11 list and sell the Subject Property by listing it in the Tulare County MLS, and picked  
12 up by Zillow, Realtor.com, Homes.com, and I believe the sale price is a reasonable  
13 price reflective of the fair market value. The proposed buyer is a third party with no  
14 connection to myself or any interested party.
- 15
- 16
- 17 5. The Subject Property is encumbered by the liens and encumbrances as set forth in the  
18 estimated settlement statement attached as Exhibit "B." I have reviewed the  
19 information on the encumbrances in the Motion and to the best of my knowledge  
20 those amounts are a complete and correct accounting of the parties and amounts owed  
21 regarding the Subject Property.
- 22
- 23 6. As set forth in the settlement statement, commissions of up to \$5,850.00 are to be  
24 paid to the brokers facilitating the sale, with other liabilities and costs of sale in the  
25 amount of \$3,835.18, totaling \$9,685.18.
- 26 7. Other than the possible \$3,000.00 short sale incentive proposed by Mr. Cooper, I will  
27 receive no funds from the closing of this short sale. However, I believe it is the best  
28 interest of all parties to close this short sale promptly as I am not receiving rental

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income and am having to pay for maintenance/upkeep on the property. The closing of this short sale will reduce expenses and increase my cash flow.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 4th day of December 2017, at Lakeside, California.

/s/ Michele Ann Mayer  
Michele Ann Mayer, Debtor

1 ANDREW A. MOHER. SBN: 257605  
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7 Attorney for Debtor Michele Ann Mayer

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9 **UNITED STATES BANKRUPTCY COURT**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**  
11

12 In Re:  
13 Michele Ann Mayer

14 Case No. 16-07171-LA11  
15 CHAPTER 11

16 **DECLARATION OF CINDY CORAY**  
17 **IN SUPPORT OF MOTION FOR**  
18 **AUTHORITY TO SHORT SELL REAL**  
19 **PROPERTY UNDER 11 U.S.C. §363**  
20 **and F.R.B.P. 6004**

21 **[2341 North Sea Ct, Visalia, CA 93292]**

22 Judge: Hon. Louise D. Adler  
23  
24

25 I, Cindy Coray, hereby declare:

- 26 1. I have personal knowledge of the facts contained in this declaration, except as to any  
27 matters alleged upon information and belief and as to those matters I believe them to  
28 be true. If called as a witness, I could and would testify thereto.
- 29 2. I am the realtor for the Debtor regarding the property located at 2341 North Sea Ct,  
30 Visalia, CA 93292 "Subject Property" in this motion.
- 31 3. The Debtor, through my brokerage, has entered into an agreement to short sell the  
32 Subject Property. I have negotiated the agreement with Debtor's lenders who have  
33 agreed to the sale price. The agreed sale price is \$117,000.00.

1 4. I believe that the agreed sales price is an accurate reflection of the fair market value  
2 of the home. The Subject Property is a 3 bedroom, 2 bathroom, 1148 sq. ft. single-  
3 family home in a very nice planned unit development. The Subject Property has an  
4 open floor plan, large pie shaped backyard with a newer roof and newer heater/air  
5 conditioner but is in extreme disrepair. The Subject Property has several broken  
6 windows, holes in some of the wall, the carpet through the house is ruined, and the  
7 weeds in the backyard are waist high. The Subject Property is in a flood zone and  
8 requires flood insurance. I undertook extensive marketing efforts to list and sell the  
9 Subject Property by listing it in the Tulare County MLS, and picked up by Zillow,  
10 Realtor.com, Homes.com, and believe the sale price is a reasonable price reflective of  
11 the fair market value. The Subject Property was initially listed at \$119,000.00. I  
12 received an offer for \$117,000.00 that we accepted, and the lender approved the short  
13 sale. The proposed buyer is a third party with no connection to the seller or any  
14 interested party.  
15

16  
17 5. The Subject Property is encumbered by the liens and encumbrances as set forth in the  
18 estimated settlement statement attached as Exhibit "B." I have reviewed the  
19 information on the encumbrances in the Motion and to the best of my knowledge  
20 those amounts are a complete and correct accounting of the parties and amounts owed  
21 regarding the Subject Property.  
22

23 6. A true and correct copy of the approval for the short sale from the senior lender Mr.  
24 Cooper is attached hereto as Exhibit "C." The approval will expire on December 28,  
25 2017 but I am in active discussions with Mr. Cooper and am confident the expiration  
26 date can be extended to allow the short sale to close if additional time is needed.  
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28 7. As set forth in the settlement statement, commissions of up to \$5,850.00 are to be  
paid to the brokers facilitating the sale, with other liabilities and costs of sale in the

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amount of \$3,835.18, totaling \$9,685.18. Other than the possible \$3,000.00 short sale incentive proposed by Mr. Cooper, the Debtor will receive no funds from this sale as it is a negotiated short sale.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 4th day of December 2017, at Visalia, California.

  
Cindy Coray

# **EXHIBIT A**

**EXHIBIT "A"**



**Legal Description**

All that certain real property situated in the City of Visalia, County of Tulare, State of California, described as follows:

Lot 6, as shown on the Map entitled, "Saint Johns by the River", filed for record in Book 32 of Maps, Page 9.





# **EXHIBIT B**

American Land Title Association Estimated ALTA Settlement Statement - Combined  
Adopted 05-01-2015

File Number: [REDACTED] 322 Stewart Title of California, Inc  
 Print Date & Time: 12/4/2017 11:17 AM 3710 West Mineral King Avenue  
 Escrow Officer: Debi Lane Visalia, CA 93291  
 Settlement Location: 3710 West Mineral King Avenue  
 Visalia, CA 93291

Property Address: 2341 North Sea Court Visalia, California 93292  
 Buyer: [REDACTED] 006, CA  
 Seller: Michele Ann Mayer, CA  
 Lender: Lender, CA  
 Settlement Date: 1/15/2018  
 Disbursement Date: 1/15/2018  
 Additional dates per state requirements: 1/15/2018

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$117,000.00	Sales Price of Property	\$117,000.00	
		<b>Prorations/Adjustments</b>		
\$44.75		County Taxes 1/1/2018 to 1/15/2018		\$44.75
\$46.03		HOA Dues 1/1/2018 to 1/15/2018		\$46.03
		Other w/Carryover		
		<b>Title Charges &amp; Escrow/Settlement Charges</b>		
\$605.00		Title - Owner's Policy (optional) \$117,000.00 Premium - \$605.00 to Stewart Title of California, Inc		
		HOA processing fee to Stewart Title of California, Inc	\$50.00	
		Notary Fee to Stewart Title of California, Inc		
		Title - Delivery Fee to Stewart Title of California, Inc	\$20.00	
		Title - Document Preparation Fee to Stewart Title of California, Inc	\$100.00	
\$575.00		Title - Settlement Fee to Stewart Title of California, Inc	\$325.00	
\$17.00		Title - Wire Fee to Stewart Title of California, Inc		
		<b>Commission</b>		
\$2,666.49		Real Estate Commission Buyer's Broker \$2,666.49 to RE/MAX All Estates Realtors		
\$2,666.49		Real Estate Commission Seller's Broker \$2,666.49 to Modern Broker, Inc.		
		<b>Government Recording and Transfer Charges</b>		
\$140.00		Recording Fee for Release to Stewart Title of California, Inc		
		Recording Fees Deed: \$50.00 Mortgage: to Stewart Title of	\$50.00	

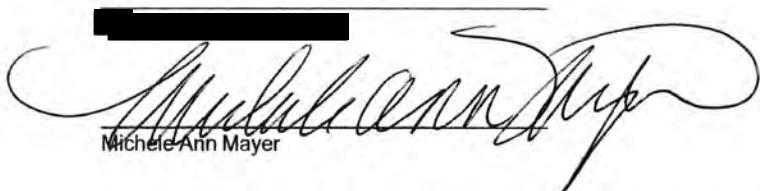
		California, Inc		
\$128.70		Tax Stamp for County Deed to Stewart Title of California, Inc		
		<b>Payoff(s)</b>		
\$105,069.04		Estimated short sale proceeds to <<Payoff Lender>> Principal Balance \$105,069.04		
		<b>Miscellaneous</b>		
\$632.50		1st inst 2017/18 taxes to Tulare County Auditor Controller Treasurer - Tax Collector		
		Homeowners Association Document Fee to EPM	\$75.00	
		Homeowners Association dues Jan to EPM	\$100.00	
\$1,200.00		Homeowners Association Dues through Nov to EPM		
\$130.00		Homeowners Association late fees and December dues to EPM		
		Homeowners Association Transfer Fee to EPM	\$125.00	
\$3,000.00		incentive fee to David Ortiz		
\$79.00		Natural Hazard Disclosure Report to Estimate		
<b>Seller</b>			<b>Borrower/Buyer</b>	
<b>Debit</b>	<b>Credit</b>		<b>Debit</b>	<b>Credit</b>
\$117,000.00	\$117,000.00	<b>Subtotals</b>	\$117,845.00	\$90.78
		Due From Borrower		\$117,754.22
	\$0.00	Due From Seller		
\$117,000.00	\$117,000.00	<b>Totals</b>	\$117,845.00	\$117,845.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein 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 INSTRUCTIONS: If this real estate was our 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). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law 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 imposed by law.

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title of California, Inc to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the 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 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 Settlement Statement pertaining to "Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

  
Michele Ann Mayer

# **EXHIBIT C**



CHANGING THE FACE OF HOME LOANS

8950 Cypress Waters Blvd.  
Dallas, TX 75019

OUR INFO  
ONLINE

www.mrcooper.com

MICHELE ANN MAYER

November 21, 2017

**YOUR INFO**

**LOAN NUMBER:** [REDACTED] 040

**PROPERTY ADDRESS:**  
2341 NORTH SEA COURT  
VISALIA, CA 93292

**SUBJECT:**

***Conditional Agreement  
Regarding Property Sale***

Dear MICHELE ANN MAYER

Mr. Cooper has reviewed your request calling for the sale of the above referenced property which will result in a short payoff of the mortgage. Mr. Cooper is prepared to enter into a short sale arrangement with you upon satisfaction of requirements set forth below. Please be advised that this letter does not constitute an approval of the short sale but only an agreement to permit the short sale upon satisfaction of all necessary conditions. Mr. Cooper reserves the right to terminate this agreement if the specified conditions are not met.

Mr. Cooper's approval is conditioned upon the following:

- 1) The closing must occur on or before 12-28-17 by noon (CT)
- 2) Prior to releasing any funds to a subordinate mortgage/lien holder(s), the servicer through its agent must obtain written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. A copy of the written commitment provided by the subordinate lien holder must be sent to the servicer with the final Settlement Statement which is provided in advance of the closing for approval

3) The approved buyer(s) is/are [REDACTED]

4) The approved Gross Sales price is \$117,000.00

5) Allowable closing costs are limited\* to the following:

a. Commissions	\$5,850.00
b. Total Other Closing Costs	\$3,180.05
c. Negotiated Subordinate 2 <sup>nd</sup> Lien Release (if applicable)	\$NA
d. Negotiated Subordinate 3 <sup>rd</sup> Lien Release (if applicable)	\$NA
e. Seller's Concessions (if applicable)	\$NA
f. Relocation Assistance (if applicable)	\$3,000.00
g. Extension Fee (if applicable)	\$NA

\*These are the estimated allowable closing costs. In some circumstances, final closing costs may be approved which exceed these estimates. See Important Notice below.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

**Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this correspondence shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.**





- 6) Seller(s) acknowledge and agree as follows:
  - a. The seller(s) must not receive any proceeds from the short sale transaction, unless otherwise approved by Mr. Cooper, as advised in section 5 of allowable closing costs.
  - b. All insurance proceeds, miscellaneous proceeds, and proceeds held in suspense/impound will be applied to the loan deficiency, unless otherwise agreed to in writing by Mr. Cooper and Seller(s).
- 7) The total Seller's Cash Contribution required at closing is \$NA.
- 8) In addition to the Cash Contribution at closing (as stated in section 7), the seller is also required to execute a promissory note in the amount of \$NA. A promissory note will not need to be executed at the time of closing if the amount required is \$0.00.
- 9) Net proceeds must meet or exceed \$105,069.04 including any Seller's Cash Contribution at the time of closing.
- 10) The short sale transaction must be an "Arms Length" transaction, and the attached Arms Length Affidavit (if provided) must be signed at closing and returned.
- 11) All Final Settlement statements must be submitted via Equator.com for final approval at least 3 days prior to closing.
- 12) If the terms above change in any way, are delayed, or cancelled please notify Mr. Cooper through Equator messaging immediately. Any changes needed within 10 business days of the closing date may not be eligible for approval or may delay the final closing date.
  - a. Mr. Cooper reserves the right to charge a per diem for any delays.
- 13) If this property is involved in an active bankruptcy proceeding, Seller(s) must obtain approval of the sale of the property from the bankruptcy Trustee and/or the bankruptcy Court, depending upon jurisdictional requirements. The approval by the bankruptcy Trustee and/or the bankruptcy Court must be in written form and be obtained prior to the scheduled closing. If the sale is not approved and written proof thereof is not provided prior to the scheduled closing, Mr. Cooper will not accept the sale funds and the terms of this conditionally approved property sale shall be null and void.
- 14) All short sales of loans that have mortgage insurance coverage are subject to mortgage insurer approval.
- 15) All funds from the sale must be wired to:  
Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104  
Routing [REDACTED] 248 Account [REDACTED] 040  
Funds received after 3 p.m. (CT) may be posted on the following business day. Please include the Mortgagor's Loan Number on all correspondence. Loan number and Borrower name must be attached to the wire. If the funds received are less than the net proceeds approved in this letter, the funds will be returned.
- 16) **The ARMS Length Affidavit (if required), wire confirmation, final Settlement Statement, and this seller signed approval letter must be uploaded through Equator.com prior to final Settlement Statement approval being issued.** Any delays in receiving these documents may result in the return of the wire and cancellation of this approval.
- 17) In the event of any action arising out of or relating to this Agreement or in connection with any foreclosure action dismissed as a result of entering into this Agreement, if permitted by applicable law, each party shall bear its own costs and expenses, including reasonable attorneys fees, incurred in connection with such action(s).



Upon meeting all the conditions specified in this letter, Mr. Cooper, agrees to (1) file a withdrawal of the Notice of Sale, if any has been recorded, 2) provide any documents necessary for release of mortgage after we receive the required funds, 3) waive the right to collect that amount that constitutes full payment of the secured debt, excluding any contribution required by the Borrower and 4) make reasonable efforts to have any pending foreclosure action dismissed against the borrower(s)/mortgagor(s). If collection of the debt is conditioned or prohibited by a proceeding in bankruptcy Court, Mr. Cooper will waive the deficiency pursuant to the Order(s) from that proceeding. The amount of debt outstanding as of the date of this letter is \$128,258.48.

Possible Income Tax Considerations: The difference between the remaining amount of principal you owe and the current market value of the property 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 (www.irs.gov) or your tax preparer to determine if you may have any tax liability.

If you have any questions, your COLLATERAL LIQUIDATION SPECIALIST is COSMIN MIHAI and can be reached at 888-822-5281 or via mail at address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT).

Sincerely,  
*Maquest Hughes*  
SHORT SALE UNDERWRITER/MANAGER  
Centralized Collateral  
PH: 866-312-2432 x 0912

\*\*\*IMPORTANT NOTICE\*\*\*

We reserve the right to adjust any portion of this statement at any time for one or more of the following reasons, but not limited to: recent advances, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and/or inadvertent clerical errors. This payoff estimate does not waive our rights to collect any funds which become due on this account as a result of any subsequent adjustments. Additionally, Mr. Cooper will not provide reconveyance or release of the Security Instrument until the net proceeds and all other items required above have been received.

By signing below, I certify that I have read, agree to, and accept the terms and conditions set forth in this letter.

*MICHELE MAYER* 12/4/17  
[Borrower 1 Printed Name] Date

[Borrower 2 Printed Name] Date

*[Signature]* 12/4/17  
[Borrower 1 Signature] Date

[Borrower 2 Signature] Date



**Hawaii Residents:** If you believe a loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.

**New York Residents:** Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the New York City Department of Consumer Affairs License Number: 1392003. **If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).**

**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

**Oregon Residents:** There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, consult the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

**North Carolina Residents:** Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC d/b/a Mr. Cooper is also licensed by the North Carolina Department of Insurance, Permit Numbers 105369, 112715, 105368, 111828, 112953, and 112954. **If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website [www.nccob.gov](http://www.nccob.gov).**

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).