



HSBC Mortgage Services
P.O. Box 9068
Brandon, FL 33509-9068
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HSBC MORTGAGE SERVICES - CLOSING INSTRUCTIONS/SHORT SALE
AGREEMENT (DEFICIENCY LIABILITY)

[REDACTED]

RE: CUSTOMER: [REDACTED]

000-00-0000

PROPERTY ADDRESS: [REDACTED]

[REDACTED] FL 33710

ACCOUNT #: [REDACTED]

To Whom It May Concern:

This letter provides you with the closing instructions for the short sale and the Short Sale Agreement executed by HSBC (and to be executed by the Customer).

Closing Instructions:

1. Have the Customer read and sign the Short Sale Agreement below.
2. Obtain the Customer's check (in CERTIFIED FUNDS only).
3. Mail the check and reference the customer's account number on the check to:

HSBC Mortgage Services Inc.
636 Grand Regency Blvd
Brandon, FL 33510
Attention: Cash Dept

4. If you have any questions, please contact:
1-800-365-6730, [REDACTED]

SHORT SALE AGREEMENT

HSBC Mortgage Services Inc. ("HSBC") and [REDACTED]

agree to settle the above listed account for \$100,052.93 plus any surplus proceeds over the agreed upon sales price and not exceeding the remaining outstanding loan balance (the "Short Sale Amount"). The Short Sale Amount is due at the close of escrow. This offer is contingent upon a sales price of the Property of \$107,083.49 (the "sales price").

Customer agrees that the payment of the Short Sale Amount must be in the form of CERTIFIED FUNDS ONLY and will be accompanied by a copy of the final net settlement worksheet prepared by the Closing Agent, and a copy of this Agreement, including a fully executed copy of Exhibit A, the Promissory Note Modification. Any surplus funds from the close of the escrow shall be paid directly to HSBC. The realtor's commission shall not exceed 3 percent (%).

Customer Initials _____
Customer Initials _____

Customer agrees that upon the receipt and posting of the agreed upon Short Sale Amount, the remaining balance, if any, will be charged-off and listed as "charged off" on the Customer's credit bureau.

Customer agrees that HSBC is not releasing the Customer's obligation to pay any deficiency balance, if any, that remains on this loan after the Customer pays the Short Sale Amount to HSBC. The Customer agrees to remain liable for any deficiency balance. The Customer acknowledges that the deficiency balance will be repaid according to their current Promissory Note and the terms and conditions listed in the Promissory Note Modification, attached hereto and incorporated into this Agreement as Exhibit A.

Customer agrees that this Agreement MUST accompany the Short Sale Amount check and net settlement worksheet. Failure to abide by these terms and conditions will delay the lien release and void this offer.

This Agreement expires on: 12/14/07 (the "Offer Period").

Special notes/conditions:
In the event the Property should go through foreclosure sale prior to the end of the Offer Period, this agreement will become null and void. There may be a tax liability associated with this transaction, please consult your tax advisor for more information.

I acknowledge by my signature below that I have read, understand and agree to the terms of this letter.

Date _____

Date _____

On this _____ day of _____ in the year 20____ the above signed person(s)

personally known/provided personal identification of _____, being duly sworn, did execute this foregoing affidavit and did so as his/her free act and deed. In witness whereof, I hereunto set my hand and official seal.

Notary Public Signature and Seal

Date 11/29/07

Thank you for your assistance in this matter.

Sincerely,

Loss Mit Closer
HSBC Mortgage Services Inc.



HSBC Mortgage Services
P.O. Box 9068
Brandon, FL 33509-9068

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EXHIBIT A
PROMISSORY NOTE MODIFICATION

This Promissory Note Modification ("Note Modification"), made this _____ day of _____, 20 ____, between _____

whose address to receive this notice is _____

_____ FL 33710
and HSBC Mortgage Services Inc., current holder of the Note hereinafter described ("Lender"), amends and supplements the original Promissory Note dated 03/22/06, made in the amount of \$ 165000.00 ("Note").

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note):

1. As of 11/29/07, the amount payable under the Note (the "Unpaid Principal Balance") is U.S. \$176,647.79 which consists of the amount(s) loaned to Borrower by Lender and any accrued interest, fees, costs or expenses paid or otherwise advanced by the lender to protect it's interest in the note. Lender acknowledges that a short sale has been completed and that pursuant to the terms of that short sale, lender has received a lump sum payment from the Borrower in the amount of U.S. \$100,052.93 ("Short Sale Payment"). The Unpaid Principal Balance referenced in this paragraph 1 has been reduced or modified by the Short Sale Payment and the New Unpaid Principal Balance is U.S. \$76,594.86 ("New Unpaid Principal Balance").
2. Borrower promises to pay the New Unpaid Principal Balance, plus interest and fees, to the order of Lender. Borrower promises to make monthly payments of U.S. \$294.60 beginning on 01/01/08 and continuing thereafter on the same day of each succeeding month until principal, interest and fees are paid in full. If on 08/01/30 ("Maturity Date"), Borrower still owes amounts under the the Note, as amended by this Note Modification, Borrower shall pay these amounts in full on the Maturity Date.

Borrower will make such payments to HSBC Mortgage Services Inc., 636 Grand Regency Blvd., Brandon, Florida 33510 or at such other place as Lender may require.

3. Borrower shall also comply with all other covenants, agreements, terms and requirements of the Note. However, the following terms of the original note are forever canceled, null and void as of the date of this Note Modification:

Customer Initials _____
Customer Initials _____

PROMISSORY NOTE MODIFICATION

- a. All terms and provisions of the Note (if any) providing for, implementing, or relating to any change or adjustment in the rate of interest payable under the Note; and
 - b. All terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the note and that contains any such terms and provisions and those referred to in (a) above.
4. Nothing in this Note Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Except as otherwise specifically provided in this Note Modification, the Note will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Note Modification.

I acknowledge by my signature below that I have read, understand and agree to the terms of this letter.

[Redacted Signature]

11/29/07
Date

[Redacted Signature]

Date

Date

On this _____ day of _____ in the year 20 __ the above signed person(s)

[Redacted Signature]

personally known/provided personal identification of _____, being duly sworn, did execute this foregoing affidavit and did so as his/her free act and deed. In witness whereof, I hereunto set my hand and official seal.

Notary Public Signature and Seal