



02/19/2016

Loan Number: 39707898

Michael Incze
26121 Royalton Rd
Columbia Station, OH 44028-9039

Property Address: 26121 Royalton Rd
Columbia Station, OH 44028-9039

Requestor Fax Number: 4402268287
Requestor Email Address: chrisckaylor@gmail.com

Customer Name: Michael Incze

DISCOUNT PAYOFF AGREEMENT

Dear Customer(s),

Ocwen Loan Servicing, LLC, ("Ocwen"), acting on behalf of HSBC Bank USA, N.A., as Trustee for the registered holders of Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2005-S4 ("Investor"), has approved a discounted payoff on the above referenced loan in the amount of \$4,591.23 ("Payoff Amount") and subject to the conditions set forth herein, an assistance payment to the borrower of \$0.00 ("Assistance Payment").

This discounted payoff option expires on 04/08/2016 ("Expiration Date"). If you do not comply with the terms described below on or before such expiration date, this payoff option offer will no longer be available to you.

To accept the discounted payoff, you must adhere to the following prior to the Expiration Date:

1. There are no payments allowable to any Junior Liens.
2. The Maximum Allowable Real Estate Commission is 2.88%.
3. If you require an approval to the final HUD-1 settlement statement before closing, you must email a copy at least 48 hours in advance to finalhudapproval@ocwen.com.
4. Under some circumstances, you may be required to execute a promissory note as a condition of accepting the Payoff Amount. You have agreed to sign a promissory note in the amount of \$0.00, the full amount of which shall be applied to reduce any deficiency balance you owe Ocwen on your home loan account.
5. After receipt of the entire Payoff Amount, any funds held in the Borrower's escrow/suspense account and/or insurance claim proceeds relating to the Loan shall be 1) released by Borrower(s) to Ocwen, 2) considered the property of Ocwen, and 3) applied toward Ocwen's loss.

PLEASE NOTE THAT A COPY OF THE SIGNED DISCOUNT PAYOFF AGREEMENT, FINAL HUD, AFFIDAVIT OF ARM'S LENGTH TRANSACTION, APPLICATION OF SUSPENSE FUNDS AFFIDAVIT (IF APPLICABLE) AND PROMISSORY NOTE (IF APPLICABLE) MUST ACCOMPANY THE PAYOFF FUNDS TO COMPLETE THE DISCOUNT PAYOFF AND PROCEED WITH LIEN RELEASE. IF THESE ITEMS ARE NOT RECEIVED, PAYOFF FUNDS WILL BE RETURNED TO THE SENDER.

NMLS # 1852

DISC_PLS_VAEFM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



REQUIRED STEPS

All Items MUST BE RECEIVED by us on or before 04/08/2016 ("Expiration Date").

Step 1. SIGN All Listed Documents & FAX or EMAIL to Ocwen by the Expiration Date.

Fax to (407) 737-5071 or Email to SS@ocwen.com

ALL borrowers MUST sign and fax or email all parts of this letter along with the HUD-1 Settlement Statement:

- Affidavit of "Arm's Length Transaction"** - fully signed by all borrowers
- Final HUD-1 Settlement Statement*** - fully completed and signed by all parties
- *IMPORTANT NOTE** - The HUD-1 Settlement Statement must be consistent with the preliminary HUD-1 that Ocwen relied upon to approve this discounted payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC. Under no circumstances shall any funds go the borrower(s) unless Ocwen pre-approves such payment to the borrower(s).
- If Junior Liens are being paid off through this transaction then a copy of their payoff letter which contains language that they will either pursue or not pursue any deficiency judgment or try and collect on the remaining balance must be received prior to closing of this transaction.**
- Promissory Note Copy & Tracking Information** - applicable where a Promissory Note is required for payoff
 - Send a copy fully signed by all borrowers
 - Provide tracking information for mailing of ORIGINAL signed Promissory Note

You may also mail all documents to:

Ocwen Loan Servicing, LLC
 Attn: Short Sale Department
 P.O. Box 24736
 West Palm Beach, FL 33416-4738

Step 2. WIRE TRANSFER Payoff to Ocwen by the Expiration Date.

Ocwen must **RECEIVE** the approved Payoff Amount by bank wire transfer no later than the close of business of the Expiration Date.

- Bank Wire Transfer** for the full amount of the Approved Payoff - include your loan number
- Email** details of the wire transfer and confirmation to Transferfunds@ocwen.com

BANK WIRE DETAILS - HOW TO REMIT PAYMENT:

Wells Fargo Bank, NA
 ABA: 121000248
 Account Name: Ocwen Loan Servicing, LLC
 Account Number: 4124823352
 Reference: Loan Number, Property Address, and Borrower Name

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Step 3. MAIL the following within 48 hours of the Expiration Date.

- All pages of the **original, signed Promissory Note** (include all the pages of the Promissory Note) - applicable where a Promissory Note is required for payoff

MAIL TO: The address listed on the Promissory Note.

As noted above, fax or email a signed Promissory Note copy to Ocwen, along with tracking information for the mailing of the original signed Promissory Note.



ACKNOWLEDGEMENTS

ACTIVE BANKRUPTCY REQUIREMENT. If the debt secured by the above-named property or said property is the subject of an active bankruptcy, the above-named Borrower(s) must obtain and send Ocwen an order from the bankruptcy court with jurisdiction over such bankruptcy proceeding. Said court order must approve the terms and conditions of the short sale and the Discount Payoff Agreement.

ASSISTANCE PAYMENT. As a condition to receiving the Assistance Payment, the Borrower(s) shall ensure that all occupants have voluntarily and permanently vacated the above-mentioned property no later than the Expiration Date 04/08/2016 in "broom clean" condition, free of any exterior and interior debris, damage and destruction and that all appliances, lighting, fixtures, carpeting, etc. remain with the above-mentioned property and that all keys to the abovementioned property, mailboxes, common area facilities, garage door controls and security systems are surrendered to Ocwen or any agent that Ocwen may designate at the time the aforementioned property is vacated. If the Borrower(s) complies with the foregoing condition and all other terms of this Discount Payoff Agreement, Ocwen will instruct the settlement agent to pay the Borrower the Assistance Payment from the sale proceeds at the time that all other payments are disbursed by the settlement agent.

POSTPONEMENT OF A FORECLOSURE SALE. If a foreclosure sale date is set, we will postpone the sale date to ensure enough time to complete the discounted payoff. We must receive the Payoff Amount, signed approval letter, executed Affidavit Arm's Length Transaction, Application of Suspense Funds Affidavit, if applicable and executed Promissory Note, if applicable, on or before the Expiration Date of this Agreement.

AGREEMENT CONFIDENTIALITY. All contents of this letter and the terms of this Discount Payoff Agreement, are strictly confidential and may only be disclosed to parties authorized by Ocwen, the U.S. Department of Treasury (if approved for a Making Homes Affordable (MHA) program), the owner or guarantor of the loan, and their respective agents or any other authorized third party. An authorized third party includes but is not limited to, a counseling agency, Housing Finance Agency (HFA), Consumer Finance Protection Bureau (CFPB), or other similar entity that is assisting in obtaining a foreclosure prevention alternative or ensuring on behalf of the borrower that all mortgage relief options were properly reviewed and offered. Any disclosure or transmittal of this letter or the terms of this Discount Payoff Agreement (including, but not limited to website postings and any promotional materials or publications whatsoever) will result in revocation of the discounted payoff offer and liability against all parties involved in such disclosure.

LEGAL ACTION. Upon our timely receipt of the entire Payoff Amount, evidence of satisfaction of the above conditions and a copy of this letter, properly signed by each of the above-named Borrower(s), Ocwen will execute a release/satisfaction and a discharge of the Deed of Trust/Mortgage. If necessary, Ocwen will file a withdrawal in connection with any legal action it may already have taken, as of the date of your response to this letter, to collect this obligation.

BALANCE WAIVER. The remaining deficiency after acceptance of the short sale proceeds is \$64,153.57. Ocwen has approved the short sale offer as full and final satisfaction of the mortgage indebtedness for this lien. Ocwen agrees to waive the remaining balance due on the referenced loan or such waiver is required by state law and, therefore, Ocwen will release the Borrower(s) from further obligation upon successful completion of the short sale. Furthermore, Ocwen agrees to waive all rights to pursue for further judgment or deficiencies, costs, fees, interest or expenses in association with the referenced loan. Ocwen further agrees that it shall not transfer any further obligations or rights to pursue further judgment or deficiencies to a third party debt-collector. Unless prohibited by state law, Ocwen will report this debt forgiveness to the Internal Revenue Service (IRS) on Form 1099-C.

TAX CONSEQUENCES. Please be advised that completing a short sale may have consequences with respect to your federal, state, or local tax liability, as well as eligibility for any public assistance benefits you may receive. Ocwen cannot advise you on tax liability or any effect on public assistance benefits, you may wish to consult with a qualified individual or organization about any possible tax or other consequences resulting from the short sale and/or deficiency waiver.

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Ocwen Loan Servicing, LLC

WWW.OCWEN.COM
*Helping Homeowners is What We Do!*TM

1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Toll Free: (800) 746 - 2936

CREDIT REPORTING. We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full payment. We have no control over or responsibility for the impact of this report on your credit score. You may access the following website to learn more about the potential impact of a short sale on your credit: <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Ocwen reserves the right to terminate this offer at any time prior to your timely acceptance of the terms set forth above. All terms within this agreement must be strictly complied with, and any failure to complete or comply with any term constitutes failure to accept this discounted payoff offer rendering the offer is null and void. If this discounted payoff is not accepted, is terminated prior to acceptance, or otherwise is not completed as instructed in the manner and time frame set forth in this letter, then nothing in this letter shall be construed to prejudice, waive, modify or alter any of Ocwen or Investor's rights or remedies in law or in equity in collecting the entire amounts due and to come due on the Loan or be construed to waive any defense of Ocwen or Investor.

OCWEN LOAN SERVICING, LLC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you have any questions, please contact Ocwen at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 09:00 am to 9:00 pm ET.

Rhonda D Moore has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

Sincerely,
Loss Mitigation
Loan Servicing

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West Palm Beach, FL 33409

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ACKNOWLEDGED AND ACCEPTED by:



Michael Incze

Date (MM|DD|YY)

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AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Loan Number: 39707898

Property Address:
26121 Royalton Rd
Columbia Station, OH 44028-9039

All Parties to the contract to purchase aforementioned property dated: 01/14/2016

This affidavit is to be executed before or at the time of closing of the sale of the Mortgaged Premises by all Borrower(s), purchaser(s), real estate brokers representing any of the parties, the escrow/closing agent performing the closing of the sale, and the transaction facilitator facilitating the sale (if any) certifying under penalty of perjury that to the best of each signatory's knowledge and belief:

- (a) The sale of the Mortgaged Premises is an "arm's length" transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Borrower is permitted to remain as a tenant on the Mortgaged Premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a payment if it is offered by the Servicer, approved by the Investor and reflected on the HUD-1 Settlement Statement;
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer;
- (e) All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short payoff transaction have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (f) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises;
- (g) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (h) The certification will survive the closing of the transaction; and
- (i) Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability.

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AFFIDAVIT OF "ARM'S LENGTH TRANSACTION" (PAGE 2)

Loan Number: 39707898

Property Address:

26121 Royalton Rd
 Columbia Station, OH 44028-9039

You cannot list the property with or sell the property to anyone that you are related to or with whom you have a close personal or business relationship. In legal language, it must be an "arm's length transaction". If you have a real estate license, you cannot earn a commission by listing your own property. You may not have any agreements to receive a portion of the commission or the sale price after closing. The purchaser of a property subject to a short sale must agree not to resell the property within 30 calendar days of closing and further prohibit any resale of the property for 31 to 90 calendar days after closing for a gross sales price greater than 120 percent of the gross sales price of the short sale transaction. Any knowing violation of the arm's length transaction prohibition may be a violation of federal law.



 Seller(s) Signature
 / /

 Date (MM|DD|YY)

 Buyer (s) Signature
 / /

 Date (MM|DD|YY)

Michael Incze

 Seller's Printed Name

Marilyn Y. Fetchet

 Buyer's Printed Name



 Seller's Agent Signature
 / /

 Date (MM|DD|YY)

 Buyer's Agent Signature
 / /

 Date (MM|DD|YY)

 Seller's Agent Printed Name

 Buyer's Agent Printed Name



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Escrow / Closing Company

Escrow/Closing Agent Printed name

Escrow Closing Agent Signature