

# FAX

**To: SLS Customer**  
Company:  
Fax: 4402268287  
Phone:

**From:**  
Fax:  
Phone:  
E-mail: CRSupport@SLS.net

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## NOTES:

Important Loan Documents From Specialized Loan Servicing

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**Date and time of transmission:** Thursday, February 04, 2016 7:58:56 AM  
**Number of pages including this cover sheet:** 11



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8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

☎ 800-366-8059

February 4, 2016

MICHAEL INCZE

10940 NEW LONDON EASTERN RD  
SPENCER, OH 44275-9543

RE: Loan Number: 1008916414  
Property Address:  
26121 ROYALTON RD  
COLUMBIA STATION, OH 44028

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Dear MICHAEL INCZE,

Specialized Loan Servicing LLC ("SLS") has conducted a review of your application submitted for a foreclosure prevention option.

Below is a list of the foreclosure alternatives you were evaluated for and the result of each:

**Congratulations! You have been approved for a Foreclosure Prevention Option: Standard Short Sale Program.** Please see enclosed documentation for terms of the extended offer.

Please note, if you are currently in a bankruptcy proceeding, approval of any foreclosure prevention option for which you may be eligible is contingent on approval of the bankruptcy court in your bankruptcy case. If an Order is entered denying the foreclosure prevention option, that Order supersedes any agreement contained herein. If you have any questions or concerns regarding the process to obtain court approval, please contact your attorney.

- **Standard Short Sale Program - Approved**
  
- **Short Sale with Promissory Note - Denied**
  - Your loan is not eligible because we cannot create an affordable payment without changing the terms of your loan beyond the limits of the program.
  
- **Home Affordable Foreclosure Alternatives Short Sale Program - Denied**
  - You rejected the HAFA Short Sale Program.

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**Second Independent Review of Modification Denial**

If the property is your primary residence and this is your first evaluation, you have the right to request a second independent review to determine your eligibility for a loan modification. To request a second review you must send us your request in writing which must be received by us no later than March 5, 2016. Please include a copy of this letter with your request including any supporting documentation. If the property is your primary residence, this is your first evaluation and your request is received in the disclosed time frame, we will not initiate or continue with foreclosure during the review process. Your written request must either be mailed or faxed to us as follows:

Mail	Fax
Specialized Loan Servicing LLC P.O. Box 636005 Littleton, CO 80163	<b>1-720-241-7218</b> (Page limit per transmission is 25 pages)

ENCLOSURES:

- Change of Intent Form and additional information on foreclosure prevention options.
- Standard Short Sale Agreement

The requirements for this evaluation were set forth and performed in accordance with the Pooling and Servicing Agreement between Specialized Loan Servicing LLC and Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2005-C, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2005-C.

If you have questions concerning this letter or need further assistance, you may contact me or our Customer Resolution Department at 1-800-306-6059 Monday through Friday, 6:00 a.m. until 9:00 p.m. MT, Saturday 6:00 a.m. until 12 p.m. MT or TDD 1-800-268-9419 Monday through Friday, 8:00 a.m. until 5:00 p.m. MT.

If you have other questions about foreclosure prevention alternatives that cannot be answered by us, please call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

Sincerely,

Linda, 11638  
Customer Resolution Department  
Specialized Loan Servicing LLC

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**SPECIALIZED LOAN SERVICING LLC IS REQUIRED BY LAW TO INFORM YOU THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR. HOWEVER, THE PURPOSE OF THIS COMMUNICATION IS TO OFFER YOU LOSS MITIGATION ASSISTANCE THAT MAY HELP YOU BRING OR KEEP YOUR LOAN CURRENT THROUGH AFFORDABLE PAYMENTS. IF YOU ARE CURRENTLY IN A BANKRUPTCY PROCEEDING OR HAVE PREVIOUSLY OBTAINED A DISCHARGE OF THIS DEBT UNDER APPLICABLE BANKRUPTCY LAW, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT, A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR THAT DEBT. YOU ARE NOT OBLIGATED TO DISCUSS YOUR HOME LOAN WITH US OR ENTER INTO A LOAN MODIFICATION OR OTHER LOAN-ASSISTANCE PROGRAM. YOU SHOULD CONSULT WITH YOUR BANKRUPTCY ATTORNEY OR OTHER ADVISOR ABOUT YOUR LEGAL RIGHTS AND OPTIONS. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.**

#### **Federal ECOA 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, or age (provided that 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 Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC, 20552.

#### **Important Notice To Servicemembers And Their Dependents**

If you or any occupant of your home are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law or investor policy. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Service with the National Guard of a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call SLS at 1-800-306-6059.

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### **FCRA Disclosure**

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agencies. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right to receive a free copy of your report from these reporting agencies, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the applicable reporting agency by contacting that agency at the number provided below:

Equifax: P.O. Box 740241  
Atlanta, GA 30374-0241  
1-800-685-1111

We also obtained your credit scores from the consumer reporting agencies and used them in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score: 622  
Date: 1/5/2016

Scores range from a low of 280 to a high of 850.

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**NOTICES OF ERROR AND REQUESTS FOR INFORMATION (INCLUDING QUALIFIED WRITTEN REQUESTS), MUST BE SUBMITTED IN WRITING TO: SPECIALIZED LOAN SERVICING LLC, P.O. BOX 630147, LITTLETON, CO 80163-0147**

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### Foreclosure Prevention Change of Intent Form

RE: Loan Number: 1008916414

If you would like to be considered for other foreclosure prevention options and are willing to change your intent with the property, please mark your new intent with the subject property below (Please only select one):

Intent Selection (SELECT ONE)	Description	Additional Detail
<input type="checkbox"/>	I would like to keep the property. I no longer wish to sell the property or complete a deed-in-lieu of foreclosure.	<p><b>Retain Property:</b> Options may include a repayment plan to pay back your past due payments or modification to create a more affordable payment.</p> <p>No other documents will be required if all income documents provided are valid and dated within 90 days. We will notify you if your documentation has become outdated or if we need additional information.</p>
<input type="checkbox"/>	I would like to sell my home. I no longer wish to keep the property or complete a deed-in-lieu of foreclosure.	<p><b>Short Sale:</b> Sell your home and pay off a portion of your mortgage balance when you owe more on the home than it is worth.</p> <p>By selecting this option you will need to provide the following documentation in order to consider the request:</p> <ul style="list-style-type: none"> <li>Valid Listing Agreement</li> <li>A market value offer and documentation to support the offer, including; Executed Sales Contract, Proposed Settlement Statement and Buyer Proof of Funds or Qualification.</li> <li>Access for an interior valuation.</li> <li>You may also be required to provide offer approval from any additional lien holders on the property, where applicable.</li> </ul>
<input type="checkbox"/>	I would like to deed my property back to the investor. I no longer wish to sell the property or keep the property.	<p><b>Deed-in-Lieu:</b> Transfer the ownership of your property to us.</p> <p>By selecting this option we will need to obtain the following in order for us to consider the request:</p> <ul style="list-style-type: none"> <li>Clear and Marketable Title.</li> <li>Access for an interior inspection.</li> </ul>

**Borrower Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please return this completed and signed form via one of the following:

Mail	Fax	Secure Email	Secure Web
8742 Lucent Blvd, Suite 300 Highlands Ranch, CO 80129	1-720-241-7526 (Page limit per transmission is 25 pages)	<a href="mailto:crdocs@sls.net">crdocs@sls.net</a>	<a href="http://www.sls.net">www.sls.net</a>

This form and any supporting documentation must be submitted at least 37 days before a scheduled foreclosure sale to be considered.

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February 4, 2016

MICHAEL INCZE  
10940 NEW LONDON EASTERN RD  
SPENCER, OH, 44275-9543

Re: SLS Loan Number: 1008916414  
Property Address:  
26121 ROYALTON RD  
COLUMBIA STATION, OH 44028

### Short Sale Contingent Approval

Dear MICHAEL INCZE :

Specialized Loan Servicing LLC ("SLS") has been authorized to accept a short sale in connection with the above-referenced property. Pursuant to the short sale, SLS will agree to release the lien and release you from liability under your promissory note, contingent on the fulfillment of the conditions listed below:

- The closing must occur on or before 2/28/2016
- The agreed upon purchase price amount is \$75,000.00
- The required minimum payoff amount is \$65,057.91 which includes any borrower cash contributions
- Settlement costs have been allocated as follows:
  - Sellers closing costs must not exceed \$9,942.09
  - Realtor commissions must not exceed \$4,500.00
  - Total amount to payoff additional lien(s) must not exceed \$2,250.00
- Your cash contribution in the amount of \$0.00

SLS requires the Settlement Statement for review and approval 48 hours prior to closing. Please send the proposed Final Settlement Statement to [shortsales@sls.net](mailto:shortsales@sls.net). Please make sure to include the borrower's last name and loan number in the subject line.

**\* If the final closing instructions are not followed in their entirety, SLS reserves the right to terminate the short sale.**

Once the Settlement Statement is approved, the following documentation will be required to complete the transaction:

1. SLS Approval Letter signed by the borrower(s).
2. Final signed and stamped certified Settlement Statement (all pages).
3. Short Sale Affidavit (attached) signed by all parties.
4. Copy of the wire confirmation or certified funds with tracking information.

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5. Proof of all payments to third parties.

\* All final executed documents must be sent on the day of closing to [shortsales@sls.net](mailto:shortsales@sls.net) or faxed to 1-720-241-7526.

The minimum payoff amount of \$65,057.91 must be received in our office no later than 48 hours after closing occurs. SLS will continue to make advancements on the above-referenced property for items such as taxes and insurance. These advancements may increase the minimum net proceeds required to close on the short sale. In the event the minimum net proceeds amount increases, SLS will issue an updated approval letter for the borrower to sign.

If you have not already done so, please send the requested documentation, along with the name and contact information of the title company's closing agent so arrangements can be made for direct payment of the proceeds to SLS. If any of the above requested documents or information is not received by the respective due dates, this approval will be null and void.

If you are a customer in bankruptcy, SLS may be required to receive written approval from your attorney or bankruptcy trustee acknowledging acceptance of these terms before the short sale can be completed. Please return the signed approval letter to SLS with your signed documents.

Please note that you will not receive any proceeds at closing relating to:

- Unearned premiums for taxes and/or insurance;
- Escrow funds; or
- Overages for fees associated with this sale or the underlined property.

All of the proceeds from the short sale must be made payable to Specialized Loan Servicing LLC in the form of a Cashier's Check and remitted immediately after closing to: Specialized Loan Servicing LLC, 8742 Lucent Blvd., Suite 300, Highlands Ranch, CO 80129. Proceeds may also be wired to:

- Bank Name Wells Fargo Bank
- Bank Address 420 Montgomery Street, San Francisco, CA 94104
- Account Number 2000042928232
- Bank ABA Number 121000248
- Account Name SLS - Wire Clearing

Please be advised that SLS' acceptance of the short sale offer is being made in reliance upon the information you provided.

\* The acceptance of this offer may have some tax implications. Please contact your tax advisor with any questions concerning this issue.

Please reference your name, SLS Loan number and property address for all payments. After full completion of this document, please email or fax all pages to: [shortsales@sls.net](mailto:shortsales@sls.net) or 1-720-241-7526.

Borrower's Daytime Telephone Number: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_

Mailing City: \_\_\_\_\_

Mailing State: \_\_\_\_\_

Mailing Zip: \_\_\_\_\_

**My signature below acknowledges acceptance of the above terms and conditions.**

\_\_\_\_\_  
MICHAEL INCZE

\_\_\_\_\_  
Date

**BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.**

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### Short Sale Affidavit

Specialized Loan Servicing LLC ("SLS" or "Servicer")

Loan Number: 1008916414

Address of Property: 26121 ROYALTON RD , COLUMBIA STATION, OH 44028

Date of Purchase Contract:

/ /

Investor:

Seller:

Buyer:

Seller:

Buyer:

Seller's Agent/Listing Agent:

Buyer's Agent:

Escrow Closing Agent:

Transaction Facilitator (if applicable):

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Seller(s) are permitted to remain as tenants in the Property 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 Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the Settlement Statement;
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (e) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the Settlement Statement;

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- (f) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (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) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction; and
- (i) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

Buyer Signature	Date	Co-Buyer Signature	Date
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Printed Name	Date	Printed Name	Date
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Seller Signature	Date	Co-Seller Signature	Date
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Printed Name	Date	Printed Name	Date
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