



**DISCOUNT PAYOFF AGREEMENT and RELEASE OF CLAIMS**

January 22, 2010

Re: [REDACTED]

Dear: [REDACTED]

Ocwen Loan Servicing, LLC has approved a discount payoff on the above referenced loan in the amount of \$ 302,400.55. This discount payoff option expires on 02/26/2010, that is, if you do not comply with the terms described below by this expiration date, this payoff option offer will no longer be available to you. To accept the discount payoff, you (i.e., any of the Borrower(s) shown above) must perform the following prior to the expiration date of this offer:

1. The maximum payment allowable to any 2<sup>nd</sup> lien holder is \$3,000.
2. The maximum allowable commission is 4.00%.
3. If the buyer closes in the name of a trust or corporation, an arms-length affidavit must be signed and returned with this letter.
4. Each one of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".
5. You must fax a fully signed copy of this letter to [REDACTED] by 02/26/2010.
6. Ocwen must **receive** the entire payoff amount by bank wire transfer no later than the close of business on 02/26/2010.
7. You must fax a copy of the signed HUD-1 Settlement Statement to my attention at the below listed fax number by 02/26/2010. The HUD-1 Settlement Statement must be consistent with the preliminary HUD-1 that Ocwen relied upon to approve this discount payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC in accordance with the instructions in item 4 above. Under no circumstances shall any funds go the borrower.
8. You authorize Ocwen to apply any funds which may be in your impound account, or in your suspense account, to any deficiency balance that you may owe to Ocwen.
9. (Optional) You (i.e., the Borrowers shown above) have/has agreed to sign a promissory note in the amount of \$ \_\_\_\_\_, **the full amount of which shall be applied to reduce any** deficiency balance you owe Ocwen on your home loan account. The original of this promissory note must be sent to us along with the payoff funds.



Upon our timely receipt of the entire payoff amount and a copy of this letter, properly signed by each of the above-named Borrower(s), Ocwen will execute a release 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.

**RELEASE OF CLAIMS**

As consideration for this discount payoff offer, which Ocwen is not otherwise obligated to make available to Borrower(s), the receipt and sufficiency of which consideration is hereby acknowledged by Borrower(s), and as a condition to your (i.e., Borrower(s) shown above) acceptance of this discount payoff offer, Borrower, for himself or herself and his or her heirs, personal representatives, successors, and assigns, hereby jointly and severally, knowingly and voluntarily releases, discharges, and covenants not to sue, Ocwen and its predecessors, successors and assigns, representatives, agents, affiliates, parents, subsidiaries, officers, employees, directors and shareholders, including this law firm (collectively, the "Released Parties") from any and all claims, demands, liabilities, defenses, setoffs, counterclaims, actions, and 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 Ocwen and the Released Parties directly or indirectly, or in any manner connected with this offer and with any event, circumstance, notice of default, action, or failure to act, of any sort or type, whether known or unknown, whether legal or equitable, which was related or connected in any manner, directly or indirectly, to the Property or to the servicing of this Loan. Borrower(s) hereby further acknowledge and agree that, to the extent that any such claims may exist, the value to the Borrower(s) of the discount payoff offer by Ocwen contained in this letter, substantially and materially exceed 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 of Ocwen'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. Ocwen reserves the right to terminate this offer at any time prior to your timely acceptance of the terms set forth above.

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

Yours truly,  
Ocwen Loan Servicing, LLC

Home Retention Consultant  
Toll Free Phone: (877-596-8580) Fax: (407-737-5071)

ACKNOWLEDGED AND ACCEPTED:

By: \_\_\_\_\_  
Borrower Print Name

\_\_\_\_\_  
Borrower Signature

By: \_\_\_\_\_  
Co-Borrower Print Name

\_\_\_\_\_  
Co-Borrower Signature

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



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, FL 33416-4737

WWW.OCWEN.COM

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**PAYMENT REMITTANCE INFORMATION**  
(Always include Loan number with your payment)

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**BANK WIRE TRANSFER**

JP Morgan Chase Bank, NA.  
712 Main St. Houston, TX 77002

ABA [REDACTED]  
Account Name: Ocwen Loan Servicing, LLC Wire Clearing Account in Trust for Various Investors and Mortgagors  
Account Number [REDACTED]  
Reference: Loan Number, Property Address, and Borrower Name.  
Email: [Transferfunds@ocwen.com](mailto:Transferfunds@ocwen.com) with the details of the wire