



December 27, 2005

[REDACTED]
[REDACTED]
339 LIBERTY CT
YORK, PA 17403-2309

RE: Loan number: [REDACTED]
Borrower/Seller: [REDACTED]
Property address: 339 LIBERTY CT, YORK, PA, 17403

Dear Borrowers:

This will confirm that AMC Mortgage Services will reconvey its first deed of trust recorded against the above referenced Property provided that it receives from the sale of said Property no less than \$29,665.00 and all of the following conditions are satisfied:

- This agreement to accept less than the total due on the Loan does not take into consideration any junior liens, which may be recorded against the subject Property by AMC Mortgage Services or any other lender. These junior liens, if any, remain the responsibility of Borrowers/Sellers.
- Escrow is to be opened with certified copies of signed escrow instructions and all amendments, including an estimated settlement statement prepared by escrow, to be forwarded to my attention on or before 12/30/2005 reflecting the minimum payment to AMC Mortgage Services of \$29,665.00 and zero proceeds to Borrowers/Sellers.
- Escrow must close and net proceeds must be received on or before 12/30/2005.
- Borrowers/Sellers waive their rights to any escrow funds and any refunds from prepaid expenses.
- Borrowers/Sellers (all parties on the AMC Mortgage) must execute the **BORROWER REPRESENTATION** letter enclosed and return it to me by 12/30/2005. Borrowers/Sellers represent that the sale of the Property is an arm's-length transaction and Borrowers/Sellers is not affiliated with the buyer.
- Every Borrower (all parties on the Mortgage) must execute the enclosed **RELEASE**, which must be remitted to me along with **BORROWERS REPRESENTATION** letter by 12/30/2005. We will not deliver the reconveyance unless we have a fully executed Release. Original signatures are required.

Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.

505 City Parkway West, suite 100, Orange, California 92868-4509 (800) 430-5262 *FAX 949-862-3154



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Loan # [REDACTED]

- The reduced payoff is based on a sales price of \$33,500.00. Any costs to close escrow are to be absorbed by the buyers and sellers. AMC Mortgage Services will not accept anything less than the \$29,665.00 net proceeds mentioned above. There are to be no proceeds paid to, or retained by the Borrowers/Sellers. All proceeds remaining are to be remitted to AMC Mortgage Services to be applied against sums owing on the Loan.

At the close of escrow, please **WIRE THE FUNDS BY 1 p.m. PST AND FAX FINAL HUD-1/FINAL CLOSING STATEMENT TO:**

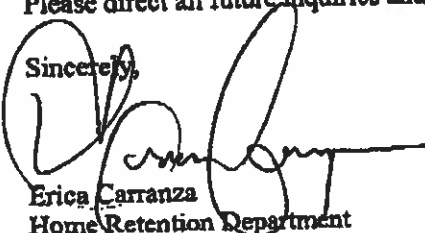
ERICA CARRANZA
Mortgage Services
505 City Parkway West
Suite 100
Orange, CA 92868
(909) 484-2593

If the sale of the property is not consummated in accordance with the conditions set forth above, and funds are not received on or before 12/30/2005, this agreement to accept less than the total due on the loan pursuant to the conditions herein will be of no further force and effect and AMC Mortgage Services will exercise its full rights and remedies under the terms of the deed of trust.

All parties are advised to discuss the possible tax ramifications of this transaction with their tax advisor. Following receipt of the amount specified, the loan will be reported to the credit bureaus as "Short Sale/settled" (account legally paid in full for less than the full balance).

Please direct all future inquiries and correspondence regarding this matter to my attention.

Sincerely,


Erica Carranza
Home Retention Department
909-484-2953 extension 39509
(909) 484-2593 facsimile

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RE: 339 LIBERTY CT
YORK, PA, 17403
Loan # [REDACTED]

RELEASE

I, [REDACTED] hereby release and discharge AMC MORTGAGE SERVICES, its predecessors, successors, affiliates and its officers, employees, agents and assigns, (collectively AMC MORTGAGE) from any and all claims, damages, or actions which I ever had, now have, or hereafter may acquire arising directly or indirectly out of or in any way connected with my Loan No. Loan # [REDACTED] in the original principal amount of SIXTY THREE THOUSAND dollars and 00/100 (\$63,000.00) evidenced by a promissory note dated as of 01/24/2002 (the "Loan"), and secured by a Mortgage encumbering property commonly known as: 339 LIBERTY CT, YORK, PA, 17403 (the "Property").

This RELEASE is given in consideration of AMC Mortgage Services agreement to accept the sum of TWENTY NINE THOUSAND SIX HUNDRED SIXTY FIVE dollars and 00/100 (\$29,665.00), which amount is less than the outstanding balance due and payable under the Note, and thereafter to release its lien on the Property. I understand and agree that this RELEASE is in full accord, satisfaction and discharge of any claims I may have in any way related to, or arising out of, my Loan and that this agreement is not an admission of fault, liability, culpability or wrongdoing of any kind on the part of AMC Mortgage, arising from my Loan.

As further consideration and inducement for AMC Mortgage Services acceptance of less than the outstanding balance due under the Note I understand and agree that this RELEASE shall apply to all unknown and unanticipated claims or demands that I may have resulting from, or based upon, or in any way connected with my Loan, as well as all know claims or demands that I may have, and I hereby expressly waive the benefits of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

IN WITNESS WHEREOF, I have executed this RELEASE this ___ day of _____, 2005

NEW MAILING ADDRESS: _____

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