

From: Shellpoint Mortgage Servicing To: 8649904419

P.O. Box 10826  
Greenville, SC 29603-0826



Phone Number: 866-214-5733  
Fax: 866-467-1187  
Email: [finalssdocs@shellpointmtg.com](mailto:finalssdocs@shellpointmtg.com)

Hours of Operation  
Mon - Thurs: 8:00AM-6:00PM  
Fri: 8:00AM-5:00PM



### Instructions to Closing Agent

1. Have seller review Agreement to Release Collateral Interest
2. Follow all stipulations in the Agreement to Release Collateral Interest
3. Return via fax or email the signed:
  - A. Final settlement statement
  - B. Signed Agreement to Release Collateral
  - C. Junior lien approval letter(s)
  - D. Wire transfer confirmation
  - E. The signed short sale affidavit

**Note:** If the closing law firm or settlement agent is prohibited by law from signing the Short Sale Affidavit, Shellpoint Mortgage Servicing will condition the waiver of the signature upon an agreement that the closing law firm or settlement agent will not act as the closing agent on a subsequent transaction involving the subject property within one year of the closing of this short sale transaction. In this event, the Conditional Waiver will be provided and must be executed and returned by closing.

4. Please call our office with the wire confirmation number or the overnight mail tracking ID. If you are sending funds by wire you must include our loan number in the "reference" line of the wire to ensure that funds are posted in a timely manner.

### Wiring and Overnight Instructions

#### Wiring Instructions

Bank: Wells Fargo Bank  
ABA Number: 121000248  
Account Number: 2020050813199  
\*\* Reference: 0579290329

#### Overnight Mail Address

Shellpoint Mortgage Servicing  
Attn: Loss Mitigation / 866-214-5733  
55 Beattie Place, Suite 110 (MS 157)  
Greenville, SC 29601

From: Shellpoint Mortgage Servicing

To: 8649904419

P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED



S-SFRECS20 L-081 R-204  
PEC7SY00100152 - I00310  
SANTOS A CALDERON  
MARTA L MORALES  
390 ATLANTIC STREET  
COPIAGUE NY 11726-1126

06/29/2021

## Agreement to Release Collateral Interest

RE: 0579290329

Property Address: 390 ATLANTIC ST BABYLON, NY 11726

Sellers: SANTOS A CALDERON  
MARTA L MORALES

Total debt payoff amount as of **07/23/2021: \$551,722.02**

Shellpoint Mortgage Servicing ("Shellpoint") has obtained investor approval to release the collateral interest for an amount less than the total due on this loan, subject to the terms and conditions listed below. By 07/23/2021, we must receive the final Settlement Statement, all of the other final approved documents, and no less than the full amount of short sale proceeds specified within this document.

1. Shellpoint is to receive proceeds in an amount not less than \$343,250.00 on or before **07/23/2021** or by the date of the foreclosure sale, if one is set, whichever is earlier. Proceeds must be remitted in certified funds and sent by overnight mail or by wire. This amount is calculated as a minimum. In the event that the net proceeds from the sale exceed the minimum payoff amount, the excess proceeds must be remitted to Shellpoint. **Upon remittance, call our office with the package tracking number or wire confirmation number. This Deficiency Waiver Agreement is provided to you in connection with the promissory note ( Note ) secured by the property located at 390 ATLANTIC ST BABYLON, NY 11726. Upon receipt of certified funds, Shellpoint HEREBY CANCELS any remaining indebtedness excluding any contribution required from the Seller under that certain Note and Mortgage, Deed of Trust, or Security Deed (the Security Instrument ) dated 01/25/2008, provided that the short sale is completed in accordance with the approved terms and conditions.**

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2. Closing costs have been negotiated and agreed upon as of 06/29/2021 as follows:
  - a. Contract Sale Price: \$370,000.00
  - b. Total closing costs not to exceed: \$4,550.00
  - c. Maximum commission paid: \$22,200.00
3. Seller(s) is to receive no proceeds from this transaction other than relocation assistance or incentive (if applicable).
4. Approval is contingent upon review of final settlement statement. If the conditions of the short sale approval are not met, this offer will be null and void.
5. If all parties involved in this short sale transaction have acted in good faith and in compliance with the Fannie Mae Short Sale Affidavit and all applicable state and local law, Fannie Mae agrees to release the deficiency.
6. The seller may not incur any obligations for repairs or expenses which would reduce the required minimum payoff. All repairs are the responsibility of the borrower.
7. The deed conveying the property to the purchaser must be amended, in compliance with applicable state law, to include the following provision: Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$444,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.
8. The completion of a short sale may involve debt forgiveness and have tax consequences. You are strongly encouraged to consult with your legal and/or tax advisor(s) prior to accepting this offer.

**SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.**

P 1000002 A-0579290329 020530000

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## SHORT SALE AFFIDAVIT

Address of Property: 390 ATLANTIC ST BABYLON, NY 11726

Servicer: Shellpoint Mortgage Servicing  
Date of Purchase Contract: 05/25/2021  
Seller: SANTOS A CALDERON  
Seller: MARTA L MORALES  
Seller's Agent/Listing Agent: Diego Rodriguez

Servicer Loan Number: 0579290329  
Investor: NRM  
Buyer: Roosevelt Development INC  
Buyer's Agent: Raquel Carranza

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. Additionally, the transaction is characterized by a selling price and other conditions that would prevail in an open market environment and there are no hidden terms or special understandings that exist between any of the parties involved in the transaction including, but not limited to, the buyer, seller, appraiser, broker, sales agent (including, but not limited to, the listing agent and seller's agent), closing agent and mortgagee;
- (b) Any relationship or affiliation by family, marriage, or commercial enterprise to the Seller(s) or Buyer(s) by other parties involved in the sale of the Property has been disclosed to the Mortgagee;
- (c) 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 Sellers(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;
- (d) Neither the Sellers(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;
- (e) 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;
- (f) The current sale transaction is a market real estate transaction, and the buyer is making an outright purchase of real property;
- (g) The current sale transaction will be recorded;
- (h) 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;
- (i) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in is Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (j) 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;
- (k) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction;
- (l) Except for the real estate agents and brokers identifies in this Affidavit, the signatories to this agreement can only serve in one capacity in order to be in compliance with HUD's policies on conflicts of interest and arms-length transactions;
- (m) The Listing Agent and Listing Broker certify that the subject property was initially listed in Multiple Listing Service (MLS) for a period of fifteen (15) calendar days before any offers were evaluated;
- (n) If multiple offers were under consideration at the time the offer was submitted for acceptance, the Listing Agent and Listing Broker certify that, of all of the offers meeting HUD's guidelines, this offer yielded the highest net return; and
- (o) Each signatory certifies that all information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

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Seller Signature	SANTOS A CALDERON	Date
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Seller Signature	MARTA L MORALES	Date
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Buyer Signature	Roosevelt Development INC	Date
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Seller's Agent Signature	Diego Rodriguez	Date
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Seller's Broker's Signature	Premium Group Realty	Date
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Buyer's Agent Signature	Raquel Carranza	Date
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Buyer's Broker's Signature	Premium Group Realty	Date
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Servicer Loan Number: 0579290329

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Date of Purchase Contract: 05/25/2021

Investor: NRM

Seller: SANTOS A CALDERON

Buyer: Roosevelt Development INC

Seller: MARTA L MORALES

Seller's Agent/Listing Agent: Diego Rodriguez

Buyer's Agent: Raquel Carranza

### SHORT SALE CONDITIONAL WAIVER

I am prohibited by law from signing the Short Sale Affidavit for this transaction. By signing this conditional waiver, I agree that I will not act as the closing agent on a subsequent transaction involving the subject property within one year of the closing of this short sale transaction.

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Escrow Closing Agent's Name

Date

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Escrow Closing Agent's Signature

Date

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**Please read the following important notices as they may affect your rights.**

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.



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.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website [www.militaryonesource.mil/](http://www.militaryonesource.mil/).

**Notice of Error or Information Request Address:** You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers' compensation benefits;
- 8. Public or private pensions;
- 9. Veterans' benefits;
- 10. Federal student loans, federal student grants, and federal work study funds; and
- 11. Ninety percent of your wages or salary earned in the last 60 days

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

**Our system of record has your preferred language as Spanish.**

**If you prefer to receive communication in a language other than English, please contact us at 866-214-5733 to speak with a translator in your preferred language about the servicing of your loan or a document you received.**

**Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-214-5733 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.**

**如果您要使用英语以外的其他语言进行交流, 请致电 866-214-5733, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。**

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

Shellpoint Mortgage Servicing is registered with a Superintendent of the New York State Banking Department. You may file a complaint about Shellpoint Mortgage Servicing or obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the [www.dfs.ny.gov](http://www.dfs.ny.gov). For access to a live person trained to answer inquiries and help resolve complaints call us at 866-214-5733 or you can write us at Shellpoint Mortgage Servicing P.O. Box 10826, Greenville, SC 29603-0826.

Shellpoint Mortgage Servicing está registrado con un Superintendente del Departamento Bancario del Estado de Nueva York. Puede presentar una queja sobre Shellpoint Mortgage Servicing u obtener más información del Departamento de Servicios Financieros del Estado de Nueva York llamando al Departamento de Asistencia al Consumidor al 1-800-342-3736 o visitando el [www.dfs.ny.gov](http://www.dfs.ny.gov). Para acceder a una persona en vivo capacitada para responder consultas y ayudar a resolver quejas llámenos a 866-214-5733 o puede escribirnos a Shellpoint Mortgage Servicing P.O. Box 10826, Greenville, SC 29603-0826.