

CASH-FOR-KEYS \$6000.00

OCCUPANT(S) MOVE-OUT AGREEMENT & RELEASE

Property #: [REDACTED]

Select Portfolio Servicing, Inc. ("SPS") as servicing agent and attorney-in-fact for the on behalf of the owner (the "Releasees") to real property commonly known as [REDACTED] (the "Property").

_____ (the "Occupant(s)") are all adult occupants currently residing in the Property.

SPS has agreed to pay Occupant \$5600 (the "Relocation Assistance") to surrender possession of the Property, and Occupant(s) desires to surrender possession of the Property, on the following terms:

- 1. SURRENDER DATE.** If, on or before 10/12/18 ("Surrender Date"), the Occupant(s) vacates and surrenders possession of the Property to SPS and complies with the requirements of this Agreement, then, subject to the provisions of this Agreement, SPS will pay the Relocation Assistance to the Occupant(s).
- 2. REQUIREMENTS FOR PAYMENT.** SPS's obligation to pay Relocation Assistance is contingent on completion of EACH of the following: (a) Occupant has returned all keys and garage door openers (b) the Property being surrendered free from all personal property, including trash and/or debris (both interior and exterior); (c) the Property being in good condition and repair with all fixtures, facilities and appliances intact; and (d) SPS's agent inspecting the Property to confirm surrender in the condition specified in this Agreement.
- 3. WAIVER OF USE & OCCUPANCY.** SPS waives all rights to damages for use of the Property consistent with the terms of this Agreement from the time period between the post transfer of ownership and the Surrender Date.
- 4. CO-OPERATION AS TO PROPERTY PRESERVATION.** Occupant(s) agrees to allow SPS or its designated agent(s) access to Property at its election to undertake property preservation activities or to take action necessary action to prohibit or mitigate property loss or damage. Reasonable notice to the Occupant(s) will be given in non-emergency situations. Occupant(s) understand that expedited entry with lesser notice may be necessary to prevent substantial harm to the property or public. Nothing in this paragraph creates or assigns a non-existent duty or obligation to SPS or its designated agents prior to any undertaken property preservation or action to prohibit or mitigate damage or loss to the Property.
- 5. EVICTION PROCEEDINGS.** If eviction proceedings have not been commenced, SPS will commence such proceedings as soon as the law allows. If eviction proceedings have been commenced, those proceedings will continue. SPS will forbear from forcibly evicting Occupant(s) by Lock Out prior to the Surrender Date, and will dismiss any damage claims in the eviction action for post-foreclosure use and occupancy consistent with this Agreement. A "Lock Out" is the forcible removal of Occupant from the Property by the Sheriff/Marshal/Constable/Bailiff pursuant to a court order. For any such eviction