

## Select Portfolio Servicing, Inc.

### Occupant Move-Out Agreement & Release

#### Recitals

Whereas, Select Portfolio Servicing, acting on its own behalf or on behalf of another entity (jointly referred to as "Select Portfolio Servicing"), purchased at a foreclosure sale ("Foreclosure Sale") that certain real property and improvements commonly known as 3971 DICKSON AVE. (the "Property").

CINCINNATI, OH 45229

Whereas, BERNADETTE MILLER, ("Occupant") currently possesses the property.

Whereas, Select Portfolio Servicing desires to pay to Occupant \$2,000 ("The Amount to Vacate") to vacate and to abandon the Property and to surrender total and complete possession to Select Portfolio Servicing by the time and in the condition specified herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, Occupant and Select Portfolio Servicing hereby agree as follows:

1. Immediately upon Occupant vacating and abandoning the Property and relinquishing all rights of total and complete possession of the Property to Select Portfolio Servicing no later than 12:00 p.m. on 04-23-12 in the condition described in Paragraph 2, Select Portfolio Servicing will tender payment of the Amount to Vacate to Occupant. In the event you wish to take advantage in the relocation assistance program, please return a copy of this to the broker signed by you and all other adult (18 years of age or older) occupants of the property, as soon as possible but no later than five (5) business days before the move out date. If the agreement is not returned within this timeframe we cannot guarantee payment on the date of your move out. If Occupant fails to surrender total and complete possession of the Property by the time and in the condition specified in Paragraphs 1 and 2, then Select Portfolio Servicing shall be under no obligation to pay Occupant any funds whatsoever or delay eviction proceedings in any manner.
2. Occupant(s) agree to leave the property in the following condition: The interior is free of all debris and personal property and has been left in broom clean condition; exterior, including yard, garage(s) and storage unit(s) are free of all debris and personal property; keys to the premises are returned to the designated broker. Owner shall be entitled to deduct from cash incentive cost of any damages or replacing any fixtures/appliances removed from the property between current date and date you vacate the property.
3. Occupant hereby releases and forever discharges the "Releasee" hereunder, consisting of Select Portfolio Servicing and each of its subsidiaries, associates, owners, investors, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, lawyers and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost of expense, of any nature whatsoever, known or unknown, fixed or contingent (collectively, the "Claims"), which the Occupant now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever with regard to the Property including, without limitation, any matter, cause, or thing whatsoever with regard to the Foreclosure Sale or any loan the Occupant may have had with Select Portfolio Servicing.
4. Select Portfolio Servicing shall proceed as quickly as legally possible to obtain possession of the Property by means of legal process. This may include the filing of an eviction action against Occupant. Nothing in this Agreement in any way limits the right of Select Portfolio Servicing to commence such a procedure, to obtain a Judgment against the undersigned, to obtain a Writ of Possession in such action or in a concluded Judicial Foreclosure action to obtain a Writ of Possession for the Premises, and to obtain and/or to post a Notice of Lock Out. This Agreement only limits the rights of Select Portfolio Servicing to Lock Out the Occupant. Such enforcement proceedings, if commenced, may adversely impact the credit report of the Occupant. If Occupant wishes to avoid such action, a separate writ agreement with Select Portfolio Servicing is required.
5. The Foreclosure Deed transferring title to Select Portfolio Servicing may, or may not, have been recorded at the time of this Agreement or the surrender of possession.
6. If any part of this Agreement is found invalid, the remainder shall remain valid as if the invalid portion had never been a part of it.
7. This Agreement contains all the agreements between the parties and any statements, representations and warranties between the parties not contained in this Agreement are void and unenforceable. This Agreement may only be modified, altered or amended by a writing signed by the parties.

Occupant further understands and agrees that neither the payment of any statements, representations and warranties of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releases, or any of them, who have consistently taken the position that they have no liability whatsoever to the Occupant.

IN WITNESS WHEREOF, the undersigned has executed this Release on this 16<sup>TH</sup> day of APRIL, 2012.

SELECT PORTFOLIO SERVICING, Inc.

8 OCCUPANT SIGNATURE

By: \_\_\_\_\_

8 SS# \_\_\_\_\_

Its: \_\_\_\_\_

OCCUPANT SIGNATURE

\_\_\_\_\_  
SS# \_\_\_\_\_

Occupant Printed Name: 8 \_\_\_\_\_

Occupant Printed Name:

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Social security number

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#### Employer identification number

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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.