

Short Sale Affidavit



As relates to a certain real estate purchase contract dated ____/____/____
concerning the following Mortgaged Premises;

Property address: _____

under which the existing Lender(s) has agreed to accept less than full payoff of the debt owed in exchange for release of the Mortgaged Premises (a short sale), each of the signatories hereto hereby certify and affirm under penalty of perjury, that to the best of their knowledge and belief;

- (a) The sale of the Mortgaged Premises is an “arm’s length” transaction, between the parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the parties that the Seller will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises, except as allowed by the short sale approval letter (if applicable);
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Lender;
- (e) None of the signatories will receive any proceeds or other remuneration from this transaction except as set forth on the Settlement Statement; and
- (f) None of the signatories have knowledge of any offer to purchase the Mortgaged Premises for a higher purchase price than the purchase price contained in the certain real estate purchase contract referenced above that has not been presented to the Lender(s).

Buyer(s) further certify and affirm under penalty of perjury, that;

- (g) The property will not be sold within 90 days of the closing date of the subject real estate purchase contract; and
- (h) The property will not be rented to the Seller after the closing of the subject real estate purchase contract.

Each signatory also understands, agrees and intends that the Lender, any Investor (in particular Freddie Mac if applicable), Insurer or Guarantor, of the subject Mortgage are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises and agrees to indemnify the Lender, any Investor (in particular Freddie Mac, if applicable), Insurer or Guarantor, of the subject Mortgage for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited, to repayment of the amount of the reduced payoff of the Mortgage. Each signatory further understands that a misrepresentation may subject the responsible party to civil and/or criminal liability and agrees that this certification will survive the closing of the transaction.

| | | | |
|-----------------------------|------|----------------------------------|------|
| Seller | Date | Seller | Date |
| Print Name | | Print Name | |
| Seller’s Broker | Date | Buyer’s Broker | Date |
| Print Name and Company Name | | Print Name and Company Name | |
| Buyer | Date | Buyer | Date |
| Print Name | | Print Name | |
| Settlement Agent | Date | Transaction Facilitator (if any) | Date |
| Print Name and Company Name | | Print Name and Company Name | |
| Print Company Address | | Print Company Address | |

Note to Settlement Agent:

All signatures must be acknowledged before a notary public and documentary evidence attached hereto in accordance with the requirements of your state laws.

