

**Short Sale Purchase Contract Addendum**

Dated: \_\_\_\_\_ Bank of America 1<sup>st</sup> Loan# \_\_\_\_\_ Bank of America 2nd  
Loan# \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

This Addendum to Purchase Contract is entered into and is effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between, Seller(s), Buyer(s) Seller('s') Broker/Agent and Buyer('s') Broker/Agent(hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract Dated \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "**as is**" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advanced notice to the broker, and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's Length" Transaction. Arm's Length means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, business associate, or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers, or Sellers, nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property, and/or have a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within \_\_\_\_\_ days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within \_\_\_\_\_ days after closing subject to terms as shown on the purchase contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction except approved sales commissions.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment / Assignee and / or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing;.
9. The Parties acknowledge and agree that upon Bank of America's request the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to, the Buyer(s)' and Seller(s)' HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce the Bank of America, Investor or a Mortgage Insurer to agree to the terms of a short payoff which would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum together with the Sales Contract shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts, or other matters whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alternations, modifications, or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor, and/or mortgage holder, hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below;

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_