



### Short Sale Listing Addendum

Listing Information:

(Date):

(Loan Number):

Seller(s):

Seller(s):

Property Address:

City, State, Zip Code:

Date of original listing agreement:

Listing Agent:

(License Number):

- **Property Condition:** Property is being sold in an “as is” condition.
- **Listing Agent Agreement:** It is the listing agent’s fiduciary responsibility to present the highest and best offer to the servicer.
- **Listing Agreement:** The seller may cancel the Listing Agreement prior to the ending date of the listing period without advance notice to the Listing Agent, and without payment of a commission or any other consideration if the property is conveyed to the mortgage insurer or the mortgage holder. The sale completion is subject to approval by the servicer and/or third parties.
- **Cancellation:** Cancellation and contingency clauses must be included in listing and sale agreements notifying prospective purchasers that the sale is subject to approval by the servicer and/or third parties.
- **Arms-Length Transaction:** The seller cannot list the property with or sell to anyone that the seller is related to or have a close personal or business relationship with. In legal language, it must be an “arm’s length transaction.” If the seller has a real estate license the seller cannot earn a commission by listing their own property. The seller may not have any agreements to receive a portion of the commission or the sales price after closing. Any buyer of the property must agree to not sell the home within 90 calendar days of the date it is sold. The seller may not have any expectation that the seller will be able to buy or rent the house back after the closing. Any knowing violation of the arm’s length transaction prohibition may be a violation of federal law.

Under penalty of perjury, you certify that:

1. The sale of the property is an “arm’s length transaction”, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
2. There are no agreements or understandings between the seller and the buyer that the seller will remain in the property as a tenant or later obtain title or ownership of the property;

3. There are no agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to the servicer; and

4. Neither the seller nor the buyer will receive any funds or commissions from the sale of the property **unless approved by Wells Fargo and stated on the HUD-1 Settlement Statement.**

- **Good Faith in Marketing:** Should the listing agent involved in the transaction fail to act in good faith in marketing or selling this property or engages in misrepresentation; the short sale transaction will be denied or rescinded.
- **Failure to comply with any of the above conditions or acts of misrepresentation could result in servicer pursuing any and all available legal remedies.**
- **Conflicts:** Should there be a conflict between the Listing Agreement and this Addendum, the Addendum shall govern.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

Seller:

Date:

Listing Agent:

Date: