



Purchase Contract Addendum

Dated:

Seller:

Seller:

Buyer:

Buyer:

Property:

City, State, and Zip:

This Addendum to the Purchase Contract representing a short sale agreement (the "Addendum") entered into and effective as of ___/___/___ by and between, Seller(s), Buyer(s) and if applicable, the Broker (hereinafter referred to as "the Parties") and shall be deemed to amend, modify, and supplement that certain Purchase Contract dated ___/___/___ by and between Seller(s) and Buyer(s) (the "Purchase Contract," together with the Addendum, the "Contract").

1. The Parties agree that the Seller may cancel this Contract prior to the ending date of the Purchase Contract period without advance notice to the Broker, 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.
2. It is the Brokers' fiduciary responsibility to present the highest and best offer to the servicer.
3. The Parties agree that the acceptance of the Short Sale is contingent upon the approval of any mortgage insurer / guarantor, mortgage holder and any subordinate lien holders.
4. The Parties agree that under no circumstances will the Contract be assignable or transferable.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, the Parties hereby agree as follows:

1. Property is being sold in an "as is" condition.
2. The Seller cannot 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 selling 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 closing date. 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 the servicer and stated on the HUD-1 Settlement Statement.

- 1 The Parties agree that the value of the Property has not been misrepresented to the servicer and / or third parties.
- 2 The Parties agree that this Addendum together with the Purchase Contract shall constitute the entire and sole agreement between the Parties with respect to the sale of the Property and supersede any prior agreements, negotiations, understandings, optional contracts, or other matters whether oral or written, with respect to the subject matter hereof. No alternations, modifications, or waiver of any provision hereof shall be valid unless in writing and signed by Parties, any mortgage insurer / guarantor, mortgage holder and any subordinate lien holders hereto.
- 3 Should the Broker(s) involved in the transaction fail to act in good faith in selling this Property or should any party engage in misrepresentation; the short sale transaction will be denied or rescinded.
- 4 Should there be a conflict between the Purchase Contract and this Addendum, the Addendum shall govern.
- 5 **Failure to comply with any of the above conditions or acts of misrepresentation could result in the servicer pursuing any and all available legal remedies.**

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

Seller:

Date:

Seller:

Date:

Buyer:

Date:

Buyer:

Date:

Broker:

Date:

Broker:

Date: