



## **FNMA HAFA 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 Broker/Agent:

(License Number):

- **Property Condition:** Property is being sold in an “as is” condition.
- **Listing Broker/Agent Agreement:** It is the listing broker/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 Broker/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 can not 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
- **Good Faith in Marketing:** Should the borrower or Listing Broker/Agent involved in the transaction fail to act in good faith in listing , marketing or closing the short sale, engage in misrepresentation or otherwise fail to abide by the terms of the HAFA Short Sale Agreement, the servicer may terminate the HAFA Short Sale Agreement prior to the expiration date.

The Listing Broker/Agent agrees to the following:

1. Submit to servicer and seller a marketing plan within 14 calendar days of SSA/ARASS which must include appropriate methods for property exposure, including a “For Sale” sign, access to property via Multiple Listing Service(s), flyers, print ads, open house schedules and internet marketing.
  2. Provide on a monthly basis a statistical and narrative marketing update to include at a minimum the number of showings and prospective buyer feedback on price and property condition.
  3. Provide on a monthly basis updated geographical comparables which may reflect local market condition changes.
  4. Provide any other data or market information that may impact the list price.
- **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:

RF ID # 11100