

Instruction page.



Please complete the next page.

Short Sale Contract Addendum

Dated: Date that form was signed

Seller: _____ Please print seller's names here

Buyer: _____ Please print buyer's names here

Property Address: _____ Please fill in the complete address here. Don't forget the city, state and zip.

City, State, Zip Code: _____

This Addendum to Contract is entered into and is effective as of / / by and between, Seller(s), Buyer(s) and Broker (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 "Contract").

The date the CONTRACT was signed by all parties.

The date that this form was signed.

WHERE, in consideration of the mutual benefits to be derived from this Short Sale Addendum and of the warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree

- The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition.
- The Parties acknowledge and agree that the Subject Property must be sold through an Arms Length Transaction—Mortgagors and mortgagees must adhere to ethical standards of conduct in their dealing with all parties involved in a Short Sale transaction. The Short Sale must be between two unrelated parties and be characterized by a selling price and other conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, business associate, or shares a business interest with the mortgagor (Sellers).
- Neither the Buyers, or Sellers, nor their Agents have any agreements written or implied that will allow the Seller to remain in the property as renters or regain ownership of said property at anytime after the execution of this Short Sale transaction. None of the parties shall receive any proceeds from this transaction except the approved sales commissions.
- The Parties agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
- The Parties agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the Broker, and without payment of a commission of any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.
- The Parties agree that the acceptance of the Short Sale is contingent upon the approval of FHA, VA government agencies, any Investor, and/or mortgage insurer or the mortgage holder.
- The Parties agree that under no circumstances will the sales contract be assignable.
- The Parties 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 superseded 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, FHA, VA, government agencies, any Investor, and/or mortgage insurer or mortgage holder, hereto.

IN WITNESS WHEREOF, Please have sellers sign and date here Addendum as of the date first written above.

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Please have buyers sign and date here Date: _____

Buyer: _____ Date: _____

Broker/Realtor: _____ Listing agent needs to sign and date here Date: _____



Short Sale Contract Addendum

Dated: _____

Seller: _____ Seller: _____

Buyer: _____ Buyer: _____

Property Address: _____

City, State, Zip Code: _____

This Addendum to Contract is entered into and is effective as of ___/___/___ by and between, Seller(s), Buyer(s) and Broker (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 "Contract").

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

- The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition.
- The Parties acknowledge and agree that the Subject Property must be sold through an Arms Length Transaction—Mortgagors and mortgagees must adhere to ethical standards of conduct in their dealing with all parties involved in a Short Sale transaction. The Short Sale must be between two unrelated parties and be characterized by a selling price and other conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, business associate, or shares a business interest with the mortgagor (Sellers).
- Neither the Buyers, or Sellers, nor their Agents have any agreements written or implied that will allow the Seller to remain in the property as renters or regain ownership of said property at anytime after the execution of this Short Sale transaction. None of the parties shall receive any proceeds from this transaction except the approved sales commissions.
- The Parties agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
- The Parties agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the Broker, and without payment of a commission of any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.
- The Parties agree that the acceptance of the Short Sale is contingent upon the approval of FHA, VA government agencies, any Investor, and/or mortgage insurer or the mortgage holder.
- The Parties agree that under no circumstances will the sales contract be assignable.
- The Parties 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 superseded 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, FHA, VA, government agencies, any Investor, and/or mortgage insurer or mortgage holder, hereto.

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/Realtor: _____ Date: _____



Instruction page.

Please complete the next page.

Short Sale Listing Addendum

Listing Information:

(Date) _____ Date the form was signed.
(Loan Number) _____ Wells Fargo loan number.

Seller(s): _____ Please print seller's names here.
Seller(s): _____

Property Address: _____ Please fill in complete address including city state and zip.

City, State, Zip Code: _____
Date of original listing agreement: _____ Please fill in the date the listing agreement was signed by the sellers.

Listing Agent/Broker Name: _____ (License Number)

• **Property Condition:** Property is being sold in an "as is" condition. Agents: please print your name, then your company name, then your license number.

• **Listing Agreement:** "Seller may cancel this Agreement prior to the ending date of the listing 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 mortgagee."

• **Arms-Length Transaction** – Mortgagors and mortgagees must adhere to ethical standards of conduct in their dealings with all parties involved in a Short Sale transaction. The Short Sale must be between two unrelated parties and be characterized by a selling price and other conditions that would prevail in a typical real estate sales transaction.

Please use next page

(Seller Signature) _____ (Date) _____
(Seller Signature) _____ (Date) _____
(Realtor / Broker Signature) _____ Signatures and the date that you signed. _____ (Date) _____



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/Broker Name: _____
(License Number)

- **Property Condition:** Property is being sold in an "as is" condition.
- **Listing Agreement:** "Seller may cancel this Agreement prior to the ending date of the listing 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 mortgagee."
- **Arms-Length Transaction** – Mortgagors and mortgagees must adhere to ethical standards of conduct in their dealings with all parties involved in a Short Sale transaction. The Short Sale must be between two unrelated parties and be characterized by a selling price and other conditions that would prevail in a typical real estate sales transaction.

(Seller Signature) (Date)

(Seller Signature) (Date)

(Realtor / Broker Signature) (Date)

Closing date extension

All parties agree to close within 45 days of written approval from the investors and Wells Fargo. This document also extends the contract acceptance date to within 15 days from the investor's approval.

Seller: _____	Date: _____
Seller: _____	Date: _____
Buyer: _____	Date: _____
Buyer: _____	Date: _____
Broker: _____	Date: _____
Broker: _____	Date: _____