

**FREDDIE MAC SHORT SALE ADDENDUM**

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

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

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

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

Seller's agent/listing agent: \_\_\_\_\_

Buyer's Agent: \_\_\_\_\_

Escrow Closing Agent \_\_\_\_\_

Transaction Facilitator (if applicable): \_\_\_\_\_

This Addendum to Contract is entered into and is effective as of \_\_\_/\_\_\_/\_\_\_ by and between, Seller(s), Buyer(s) and 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 "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 Agent 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 Subject Property must be sold through an Arm's Length Transaction. An "Arm's Length Transaction" is a transaction between parties who are independent of one another, and unrelated by family, marriage or commercial enterprise, other than the purchase and sale of the mortgaged premises between the Buyer(s) and the Seller(s) that is the specific subject of the proposed Short Sale.
3. The Parties acknowledge and agree that there are no agreements, understandings or contracts between the parties that the Seller will remain in the mortgaged premises as a tenant or later obtain title or ownership of the mortgaged premises, except to the extent that the Seller is permitted to remain as a tenant on the mortgaged premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation.
4. The Parties acknowledge and agree that neither the Seller nor Buyer will receive funds or commissions from the sale of the mortgaged premises.
5. The Parties acknowledge and agree that there are no agreements, understanding or contracts relating to the current sale or subsequent sale of the mortgaged premises that have not been disclosed.
6. Each Signatory understands, agrees and intends that the Servicer and Investor are relying upon the statements made in the affidavits as consideration for the reduction of the payoff amount of the mortgage and agreement to the sale of the mortgaged premises.
7. The Parties acknowledge and agree that this addendum will survive the closing of the transaction.
8. The Parties acknowledge and agree that a misrepresentation may subject the responsible party to civil and/or criminal liability.
9. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
10. 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 to the mortgage insurer or the mortgage holder.
11. The Parties acknowledge and agree that under no circumstances will the sales contract be assignable.
12. 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 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, FHA, VA, government agencies, any Investor, and/or mortgage holder, hereto.
13. Each signatory agrees to indemnify the Servicer and Freddie Mac for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage.
14. Statements made in the affidavit are made to the best of each signatory's knowledge and belief and that each signatory is liable for his or her negligent or intentional misrepresentations, but not those of other signatories to the affidavit.

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

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

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

Seller's agent/listing agent: \_\_\_\_\_

STATE OF : \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

Notary's Official Signature: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

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

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

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

Buyer's Agent: \_\_\_\_\_

STATE OF : \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

Notary's Official Signature: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

Escrow Closing Agent: \_\_\_\_\_

STATE OF : \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

Notary's Official Signature: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

Transaction Facilitator (if applicable): \_\_\_\_\_

STATE OF : \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

Notary's Official Signature: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_