



## Short Sale Addendum

Property \_\_\_\_\_

**THIS ADDENDUM** is to be part of and incorporated into the Purchase Agreement dated \_\_\_\_\_,  
between \_\_\_\_\_ Seller(s)  
and \_\_\_\_\_ Buyer(s)  
for the above mentioned Property. .

1. The sale of the Property is subject to and contingent upon the written agreement of the Seller's mortgagee(s) and any other lienholder(s) (hereafter "mortgagee(s)") to accept less than the amount(s) owed. Moreover, this sale of the Property is contingent upon the Seller's acceptance of any conditions imposed by such mortgagee(s). The parties acknowledge that neither Seller nor Seller's agent can compel any mortgagee(s) to agree to accept less than the amount owed or even to respond to such a request.
2. All parties acknowledge that they have been advised to obtain legal advice concerning the terms of a short sale transaction and professional tax advice regarding the tax implications of such a transaction. Seller specifically acknowledges that no agent has made any representation with respect to any continued liability on any existing mortgage or lien and that Seller has been advised to seek legal advice on this issue. Seller should not assume that the mortgagee(s) approval of the short sale, acceptance of a lesser amount and the granting of a discharge of mortgage will release the Seller from any obligation to pay the mortgagee(s) for any deficiency or difference between the amounts owed to the mortgagee(s) and the amount paid to the mortgagee(s) at closing.
3. All timeframes referenced in the Purchase Agreement shall commence upon receipt of all mortgagee(s) written approval of this transaction, terms and conditions of which are mutually acceptable to Buyer and Seller. Time frames shall include, but are not limited to: earnest money deposit, private inspection, mortgage application, appraisal, etc...
4. Seller and Seller's agent agree to report the Property as a "pending sale" with the local multiple listing service upon acceptance of the Purchase Agreement by Buyers and Seller.
5. Seller and Seller's agent agree to submit to mortgagee(s) a copy of the Purchase Agreement, all addendums, disclosures, financial information, and any other documentation required by the mortgagee(s) for approval of this transaction within 5 calendar days of acceptance of the Purchase Agreement by Buyer and Seller.
6. If the Property is located in a municipality that requires an inspection prior to transfer of ownership, Seller will be responsible to order and pay for inspection(s) and complete any repairs necessary to bring the Property up to code prior to closing.
7. Seller understands that Seller will NOT receive any proceeds from closing on this transaction.

Buyer(s) Initials \_\_\_\_\_ / \_\_\_\_\_

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Seller(s) Initials \_\_\_\_\_ / \_\_\_\_\_

