

Short Sale Affidavit

Loan Number: _____

As relates to a certain real estate purchase contract dated ____ / ____ / ____ concerning the Property located at the following property address:

Property address: _____

under which Wells Fargo Home Mortgage may agree to accept less than full payoff of the debt owed in exchange for release of the Property (a short sale). This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between the parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property;
- (c) Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property, except that the Seller(s) may receive a payment if it is offered by Wells Fargo Home Mortgage, approved by the investor that ultimately owns the loan, and if the payment is made at closing of the short sale of the Property reflected on the HUD-1 Settlement Statement and on the Short Sale Approval letter;
- (d) The Seller(s) Listing Agent has presented all offers for the purchase of the Property to the Seller(s) and no offers have been held, concealed or delayed due to action or inaction by any Agent;
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to Wells Fargo Home Mortgage;
- (f) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale transaction have been disclosed to and approved by Wells Fargo Home Mortgage and will be reflected on the HUD-1 Settlement Statement;
- (g) Each signatory understands, agrees and intends that Wells Fargo Home Mortgage, and the investor that ultimately owns the loan, and any applicable Mortgage Insurer or Guarantor are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property
- (h) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify Wells Fargo Home Mortgage and the investor that ultimately owns the loan for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (i) The Affidavit and all representations, warranties and statements made herein will survive the closing of the transaction;
- (j) Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability; and
- (k) None of the signatories have knowledge of any offer to purchase the Property for a higher purchase price than the purchase price contained in the certain real estate purchase contract referenced above that has not been presented to Wells Fargo Home Mortgage.

Buyer(s) further certify and affirm under penalty of perjury, that;

- (a) The property will not be sold within 30 days following the closing date at any price;
- (b) The property will not be sold within 31 to 90 days following the closing date for an amount greater than 120% of the short sale's price; and
- (c) The property will not be rented to the Seller after the closing of the subject real estate purchase contract.



Seller	Date	Seller	Date
Print Name		Print Name	
Seller's Broker	Date	Buyer's Broker	Date
Print Name		Print Name	
Print Company Name		Print Company Name	
Buyer	Date	Buyer	Date
Print Name		Print Name	
Settlement Agent	Date	Transaction Facilitator (if any)	Date
Print Name		Print Name	
Print Company Name		Print Company Name	
Print Company Address		Print Company Address	

Note to Settlement Agent: In the event that you are prohibited from signing the affidavit by applicable local, State or federal law, please provide Wells Fargo a signed document agreeing that you will not act as the Escrow or Closing Agent on a subsequent transaction involving the above mentioned Property within one year of the date on which this short sale transaction is closed. In all other circumstances, signatures from all parties identified above are required as a condition for Wells Fargo Home Mortgage to be able to accept a short sale for the Property.

