



Short Payoff Arms-Length Affidavit

Property Address _____

This certifies that the parties involved in this transaction are unrelated and unaffiliated by family, marriage, or commercial enterprise and this is an arm's length transaction.

There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgage Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Borrower 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.

Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgage Premises unless otherwise approved in a government program (and specified in the servicer's short sale approval letter).

There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgage Premises that have not been disclosed to the Servicer.

Each signatory understands, agrees and intends that the Servicer and Investor 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 Mortgage Premises.

Each signatory agrees to indemnify the Servicer and Investor 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.



Each signatory understands that a misrepresentation may subject the responsible party to civil and/or criminal liability.

Borrower

Borrower

Purchaser

Purchaser

Listing Real Estate Agent

Selling Real Estate Agent

Transaction Facilitator (if applicable)

The certification will survive the closing of the transaction.