

# Short Sale Affidavit



Loan Number: \_\_\_\_\_

As relates to a certain real estate purchase contract dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ concerning the following Mortgaged Premises;

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 Mortgaged Premises (a short sale), each of the signatories hereto hereby certify and affirm under penalty of perjury, that to the best of their knowledge and belief;

- (a) The sale of the Mortgaged Premises 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 parties that the Seller will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises;
- (c) Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a relocation incentive payment if it is offered by Wells Fargo Home Mortgage, approved by Freddie Mac and reflected on the HUD-1 Settlement Statement and on the Short Sale Approval letter;
- (d) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to Wells Fargo Home Mortgage;
- (e) All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, 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;
- (f) Each signatory understands, agrees and intends that Wells Fargo Home Mortgage, Freddie Mac, 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 Mortgaged Premises;
- (g) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify Wells Fargo Home Mortgage and Freddie Mac 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;
- (h) The certification will survive the closing of the transaction;
- (i) Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability; and
- (j) None of the signatories have knowledge of any offer to purchase the Mortgaged Premises 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 the Lender(s).

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

- (k) The property will not be sold within 120 days of the closing date without having been substantially refurbished or value having been added to the Mortgaged Premises; and
- (l) 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 and Company Name		Print Name and Company Name	
Buyer	Date	Buyer	Date
Print Name		Print Name	
Settlement Agent	Date	Transaction Facilitator (if any)	Date
Print Name and Company Name		Print Name and Company Name	
Print Company Address		Print Company Address	

**Note to Settlement Agent:**

*If the above referenced short sale offer is approved by Wells Fargo Home Mortgage, this document must be newly executed and notarized at or before the short sale closing. The notarized original copy must be sent by overnight mail to:*

Wells Fargo Home Mortgage  
 Attn: Liquidations  
 X2302-44  
 One Home Campus  
 Des Moines, IA 50328

All signatures must be acknowledged before a notary public and documentary evidence attached hereto in accordance with the requirements of your state laws.

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
 (insert name of Notary Public)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 NOTARY PUBLIC

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

(SEAL)

