

Short Sale Affidavit

Loan Number: _____

As relates to a certain real estate purchase contract dated ____ / ____ / ____ concerning the Mortgaged Premises 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 Mortgaged Premises (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 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 assistance payment if it is offered by Wells Fargo Home Mortgage, approved by the investor that ultimately owns the loan 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, 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 Mortgaged Premises
- (g) 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;
- (h) The Affidavit and all representations, warranties and statements made herein 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 Wells Fargo Home Mortgage.

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

- (k) The property will not be sold within 30 days following the closing date at any price;
- (l) 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
- (m) 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: 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 Mortgaged Premises 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 Mortgaged Premises.

