

SHORT SALE ADDENDUM

THIS SHORT SALE ADDENDUM (this “**Addendum**”) is made and entered into as of _____, and is by and between _____, with a mailing address of _____ (“**Buyer**”), and _____, with a mailing address of _____ (“**Seller**”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain contract or agreement dated as of _____ (the “**Agreement**”) for the purchase and sale of real estate for the property known by street address as _____ (the “**Property**”)

WHEREAS, upon the terms and conditions set forth in this Addendum, Buyer and Seller desire to establish specified Agreement termination rights, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Short Sale Disclosure. Seller hereby discloses to Buyer that (i) the purchase price under the Agreement is less than the current payoff amount of Seller’s mortgage, deed of trust, or deed to secure debt (as the case may be, the “**Mortgage**”) with respect to the Property; and (ii) Seller intends to seek short-sale approval from Seller’s mortgage lender (“**Lender**”). Seller shall promptly provide Lender with such documents as are necessary or appropriate in order for Lender to assess the short sale request, which documents may include, without limitation, Seller’s W2s, tax returns, bank statements, other financial documents, and a hardship letter. Seller shall notify Buyer upon Seller’s receipt of Lender’s approval of the short-sale request.

2. Earnest Money Deposit. Notwithstanding any term or provision in the Agreement to the contrary, Buyer may defer paying any earnest money deposit under the Agreement until such time as Lender shall have approved Seller’s short-sale request.

3. Termination of Agreement. Buyer and Seller shall each have the option and right to terminate the Agreement in the event Seller has not received approval from Lender of the short-sale request by _____. In such an event, Buyer shall be entitled to a full refund of its earnest money deposit (if any), and the parties shall have no further rights, duties, or obligations to one another under the Agreement.

4. Closing Date. Notwithstanding any term or provision in the Agreement to the contrary, the closing date under the Agreement shall be the later of the closing date specified in the Agreement and _____ days following the date that Lender has approved the short-sale request as set forth herein.



5. Miscellaneous. This Addendum shall be governed by, and construed in accordance with, the laws of the jurisdiction governing the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Addendum. Facsimile signatures and/or electronically transmitted pdf files of this Addendum are valid and carry the same effect as an original signature. Any notice provided under this Addendum shall be provided in the same manner and under the same terms as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth above.

BUYER:

SELLER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

