

SHORT SALE DISCLOSURE

THIS FORM IS TO BE SIGNED AND SUBMITTED WITH YOUR OFFER

DISCLOSURE NOTICE: This document is designed to set the correct expectations on the part of all parties. Offers will not be presented or accepted unless accompanied by this Short Sale Disclosure. Any changes, omissions or additions to this document must be submitted in writing.

Seller: _____
Print

Property: _____
Print

Be aware that the majority of lenders are overwhelmed and as a result, short sales are typically taking approximately 3-4 months to complete depending on the lender, how many lenders, if there are junior liens and the type of loans involved. It is not abnormal to go a couple of weeks without any change in the status of a file. (see below for typical lender timelines)

Typical Lender Timelines (for each step in the short sale process)

Get authorization on file with lender	2 days
Compile short sale documents	7-14 days
Get short sale package on file with lender	3-7 days
Short sale package assigned to negotiator	10-14 days
Get BPO/Appraisal ordered	14-21 days
Schedule BPO/Appraisal with agent	5-10 days
Time for BPO/Appraisal to get to negotiator	21-28 days
Negotiate/obtain approval from negotiator	15-20 days
Total:	77-104 days

The following additional terms and conditions are hereby and included as part of the Contract between Seller and Buyer for the above referenced premises.

TERMS PRIOR TO RECEIVING WRITTEN SHORT SALE ACCEPTANCE

Lien Holder(s) Approval - Buyer and Seller acknowledge that the subject property cannot be sold for an amount that will allow the mortgagor to pay all closing costs and payoff their loan amount(s) in full. Therefore, this Contract is contingent upon an agreement acceptable to both the Seller and the Lien Holder(s), to sell the subject property for less than the loan amount(s). Further, this sale is subject to written Short Sale approvals from all lien holders of record, acceptable to Seller.

Counter Offers - the offer being submitted may be accepted or countered based on the acceptance of the Lien Holder. If the submitted offer is countered, the Buyers on that offer will have the first right of refusal and be allowed to adjust or withdraw the offer. If withdrawn, all other offers will have the right to adjust or withdraw their offer. Once an offer has been accepted all parties to the offer will receive copies.

Property Condition SOLD AS-IS - Property is sold in "As-is, where-is, how-is condition with no guarantees or warranties either expressed or implied. Any disclosures provided are from the home owner in default or previous owner(s) and are for informational purposes only.

Further, all parties acknowledge that the term "Sold As-Is" means that no repairs will be done, or financial concessions offered, by the Seller or Lien Holder(s). All inspections conducted are for the courtesy of the Buyer only. Counter offers from the Buyer resulting from post short sale approval inspections are very rarely entertained and/or accepted.

Buyer Contingencies - Seller will not accept any offer contingent upon the sale of another property and Seller does not offer any kind of buyer financing.

Seller Concessions – acceptance by the Seller of Buyer requested Home Warranties and Seller paid concessions is contingent upon the Seller receiving acceptable Lien Holder(s) approval.

Title Company - the title company that will be used for both sides of this transaction (Buyer and Seller) will be shown on the MLS. If escrow is opened at any other title company other than the one approved by the Seller the offer submitted by that buyer will be automatically rejected. The title company contact information will be provided upon receipt of your offer in total to include this Disclosure which is to be read and signed by the Buyer and their agent.

Property Verification - all parties acknowledge that information on an MLS listing, flyer, website or any other marketing material may not be exact and are not for loan or valuation purposes. Buyer is responsible for independently verifying all property information and shall have no recourse against the Seller.

Written Approval - The property will remain in the MLS in "backup" status until the offer submitted has been accepted by all lien holders and written acceptance letter(s) received.

Earnest Money: Buyer shall submit an earnest deposit (\$1000 minimum) made out to ACCURATE TITLE CO. **Buyer will forfeit their earnest deposit upon the cancelation of their contract if cancelation occurs after written approval of their offer has been received from all lien holders. Buyer hereby authorizes Title Company Officer to release said escrow funds to the Seller upon written demand in the event of cancellation as described herein. No other authorization will be necessary and Buyer agrees to hold harmless title company, its officers, agents and or representatives upon release of said funds.**

TERMS UPON RECEIVING WRITTEN SHORT SALE ACCEPTANCE

Notice of Acceptance: Buyers will be notified immediately once acceptable approval has been received from all Lien Holders.

Time Periods: "Contract Acceptance" for the purposes of all time periods shall be defined as the day the Short Sale Acceptance notification is delivered to the buyer by phone, e-mail or fax. All time periods provided for in the Contract, including the Inspection Period, shall commence on the day following the notification of the written Short Sale Acceptance.

Utilities for Inspections: Since this is an As-Is sale the fees to turn on the utilities for inspections, should they have been turned off by the utility companies, are the responsibility of the Buyer.

Contract Extension: Listing agent will draft, and all parties will sign, an Addendum to extend the Contract to accommodate the new COE Date as referenced in the written Short Sale Acceptance.

Seller Warranties: Buyer understands that the Premises is being sold "As-Is" and agrees to waive Seller warranties. However, Seller on title shall maintain the Premises so that the Premises, will be in substantially the same condition as on the date of the Contract Acceptance.

Close of Escrow : Close of escrow shall take place on or before 30 calendar days from the date of written notice of short sale acceptance by the lien holders. Further, Seller hereby provides notice that the short sale lien holder shall stipulate the **actual closing date** & the parties agree to accommodate any change of the closing date as referenced by any short sale lien holder(s) or short sale acceptance letter. Seller has no control over the closing date stipulated by the lien holder(s) of record and most short sale lienholder(s) require a minimum of 48 hours to review and approve the final HUD-1 Settlement Statement.

