

&

LN # _____

& _____

ITEMS REQUIRED BY LENDER FOR SHORT SALE PACKAGE SHOULD BE FAXED TO:
847-781-6990 OR EMAILED TO: HTNEGOTIATORS@GMAIL.COM

SHORT SALE REQUIREMENTS

- HARDSHIP LETTER
- TAX RETURNS (US 1040)
- 4506-T
- PAY STUBS
- BANK ACCOUNT STATEMENTS
- REAL ESTATE CONTRACT
- LISTING AGREEMENT
- MLS SHEET
- MLS COMPARABLES
- BUYER'S PRE-QUALIFICATION LETTER
- HUD-1

HTC REQUIREMENTS

- AUTHORIZATION TO RELEASE
- HOLD HARMLESS AGREEMENT
- INFORMATION STATEMENT
- INFORMATION FORM / FINANCIAL INFORMATION

BANK OF AMERICA REQUIREMENTS

- 3RD PARTY AUTHORIZATION
- CONTRACT ADDENDUM
- LICENSEE CERTIFICATION
- BUYER'S ACKNOWLEDGEMENT
- BUYER/AGENT'S INFORMATION
- BUYER FINANCING INFORMATION

HERITAGE TITLE COMPANY

5849 W LAWRENCE AVENUE • CHICAGO, ILLINOIS 60630 • PHONE 773-545-8100 • FAX 773-545-8298

AUTHORIZATION TO RELEASE INFORMATION

Date: _____

Lender Name: _____

Borrower's Name: _____

Property Address: _____

Loan No.: _____

SSN: _____

We authorize you to provide any and all information and documentation requested by Kathleen Dunat and Kara Churak, Lauren Dahly, Heritage Title Company or any of its agents.

Such information includes, but not limited to: mortgage details, employment history and income, bank, money market and similar account balances, credit history, and copies of income tax returns.

This authorization shall remain in effect for the life of the loan.

A photocopy or fax of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt response would be greatly appreciated.

Signature

Signature

Signature

Signature

HERITAGE TITLE COMPANY

5849 W LAWRENCE AVENUE • CHICAGO, ILLINOIS 60630 • PHONE 773-545-8100 • FAX 773-545-8298

AUTHORIZATION TO NEGOTIATE SHORT SALE AND HOLD HARMLESS AGREEMENT

THE UNDERSIGNED, hereafter referred to as Seller(s), hereby authorizes Heritage Title Company, Inc. (HTC) to negotiate on behalf of Seller(s) for the purpose of obtaining the consent from the Seller's() underlying mortgagee to permit a "short sale" of the real estate commonly known as _____

_____. This authorization extends the scope of such negotiations to also include any other underlying lien holders deemed necessary by HTC to clear title and accomplish the goal of a "short sale".

To enable meaningful negotiations, the Seller(s) hereby authorizes any financial services company, real estate agency, lender, credit reporting agency, employer, investor or other person/entity with knowledge of Seller's() financial status/history, upon receipt of a copy of this instrument, to disclose any and all information concerning Seller's() mortgages, loans, financial obligations and all other credit information directly to HTC. All such information so obtained shall be held confidential by HTC (and its designated agents/employees) and used only for the purpose of "short sale" negotiations with the underlying lien holders. Any decision by HTC regarding the disclosure of such confidential information for the purpose of "short sale" negotiations shall be binding on the Seller(s), and no claim of any breach of confidentiality shall exist except upon conclusive proof of malicious conduct by HTC (and its designated agents/employees). For all purposes herein, listing and selling agents/brokers and the "short sale" buyer shall also be included within the scope of persons authorized to receive such confidential information. HTC shall have no obligation to police the subsequent dissemination of such confidential information, so long as disclosure to the initial recipient is proper. Consequently, HTC shall have no liability whatsoever to Seller(s) in the event that such confidential information is later improperly published or disclosed by any such initial recipient.

Seller(s) further agrees to indemnify and hold HTC harmless (including all litigation expenses and attorney fees) for any liability to any third party arising from its role as negotiator herein. Seller(s) represents and warrants the accuracy and completeness of all financial information whether conveyed directly by Seller(s) or delivered to HTC pursuant to this authorization. Seller(s) further represents and warrants that all relevant sources of financial information will be disclosed to HTC so that HTC will have a complete and accurate picture of Seller's() financial status during negotiations. All negotiations by HTC shall be conducted in reliance upon the express and implied completeness and accuracy of financial information received by HTC from or through Seller(s). HTC has no obligation to independently investigate the completeness or accuracy of such financial information.

All financial implications arising out of or resulting from any "short sale" (or lack thereof) negotiated by HTC including but not limited to tax liability for relief of debt, risk of deficiency judgments, impact on credit score or any other financial consequences are the sole responsibility of the Seller(s) and should be discussed in advance with a tax professional and/or attorney. HTC makes no representations or warranties regarding such financial implications and Seller(s) agrees to indemnify and hold HTC harmless (including all litigation expenses and attorney fees) from any and all adverse financial consequences, whether by lien, deficiency judgment, tax consequences or otherwise, allegedly imputed to HTC as a result of any negotiations and "short sale" contemplated herein.

Seller(s) acknowledges the solemnity of this instrument and that the decision whether to seek legal counsel/tax advisor to fully understand the consequences of this undertaking is solely within the discretion of Seller(s). HTC has made no representations regarding the legal import of this instrument or otherwise attempted to act as Seller's() legal or tax advisor.

Signature

Print Name

Date

Signature

Print Name

Date

HERITAGE TITLE COMPANY

5849 W LAWRENCE AVENUE • CHICAGO, ILLINOIS 60630 • PHONE 773-545-8100 • FAX 773-545-8298

INFORMATION STATEMENT

ESCROW NO.: _____

This statement is being provided by the undersigned to assist in determining whether certain matters affect the person or the title searched under the above order number or whether such matters relate to other persons whose names are the same or similar to that of the undersigned. This affidavit also is being provided to induce Heritage Title Company to insure that said title is not affected by any judgments, tax liens, bankruptcies, divorces, change of name proceedings or decrees against the undersigned and, if applicable, to disburse proceeds to the undersigned.

The undersigned hereby states as follows:

1. My Social Security number is: _____

2. During the last ten years, I have resided at the following addresses and no other:

From (Year)	To (Year)	Street Address	City & State

3. During the last ten years, I have had the following occupations at the following locations and no other:

From (Year)	To (Year)	Occupation	Employer	Address

4. I have no unsatisfied or unreleased judgments, tax liens or decrees (including divorce decrees) against me of record in the county in which the real estate is located except as follows:

_____ (if NONE, so state).

5. I have never used or been known by any other name, including any names before marriage, except as follows:

_____ (if NONE, so state).

6. My date of birth is _____ My place of birth is _____

7. Have you ever been married? You spouse's name _____

Home Phone No.: _____

Work Phone No.: _____

Name (First, Middle Initial, Last)

Date

Signature

HERITAGE TITLE COMPANY

5849 W LAWRENCE AVENUE • CHICAGO, ILLINOIS 60630 • PHONE 773-545-8100 • FAX 773-545-8298

SHORT SALE INFORMATION FORM

Name: _____ SS# _____

Name: _____ SS# _____

Property Address: _____

Mailing Address: _____

Property Occupied: Yes No _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

How many mortgages are on the property? _____

Default Lender(s): _____

Loan No(s): _____

Listing Realtor : _____ Ph: _____

Email address: _____ Fx: _____

Any Closing Costs due to Buyer (as per contract)? _____

Selling Realtor: _____ Ph: _____

Buyer's Attorney: _____ Ph: _____

Seller's Attorney: _____ Ph: _____

FINANCIAL INFORMATION

Current or Former Employer's Name: _____

Employment Dates: ____/____/____ to ____/____/____

Do you own other real estate (other than Default Real Estate)? Yes No

Are you presently in bankruptcy? Yes No Bankruptcy # _____

What date was the bankruptcy filed? ____/____/____

Do you receive alimony, child support or separate maintenance? Yes No

Any additional income (rental income, pension, unemployment compensation, social security, etc.):

Source: _____ \$ _____ per month

Source: _____ \$ _____ per month

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

- 6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____
- a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days
 - b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days
 - c Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days
 - 7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days
 - 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

		Phone number of taxpayer on line 1a or 2a
Signature (see instructions)	Date	
Title (if line 1a above is a corporation, partnership, estate, or trust)		
Spouse's signature	Date	

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64108 816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592
--	--

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:T:SP
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Short Sale Third-Party Authorization Form

BORROWER(S) ACKNOWLEDGMENT

Loan Number: _____ Property Address: _____

Borrower: _____

Co-Borrower: _____

The undersigned Borrower and Co-Borrower (if any) (individually and collectively, the "Borrower," "Me" or "My"), authorize(s) Bank of America, N.A., its affiliates, agents and employees (collectively, "BANA") to discuss with the third party(ies) described on the next page (the "Designated Representative(s)") on My behalf the sale of the property at the above-listed Property Address (the "Property"), which is secured by a loan owned or serviced by BANA ("Mortgage"), for an amount less than the outstanding principal balance of the Mortgage (such transaction, a "Short Sale"):

Designated Representative: _____

Designated Representative: _____

Designated Representative: _____

Designated Representative: _____

My Designated Representative and BANA are hereby authorized to share with each other any and all information reasonably requested or otherwise required to be exchanged in connection with the consummation of the Short Sale, including without limitation names, addresses, telephone numbers, Social Security numbers, income, credit scores, status of any current or previous workout review, account, balances, program eligibility, payment activity and any other confidential (including nonpublic personal information) information related to Me, the Mortgage or the Property.

I further agree and acknowledge as follows:

- I have selected the Designated Representative.
- I acknowledge that BANA is not responsible for any act or omission of the Designated Representative, including anything the Designated Representative may do with information it is provided hereunder, or for any failure of the Designated Representative to competently perform its services.
- I agree that the Designated Representative can authorize a delegate to provide administrative support ("Designated Support Staff") to facilitate procedural, or other clerical and administrative functions that are non-licensable activities on behalf of the Designated Representative. The Designated Support Staff is identified on the Designated Representative Acknowledgment.

This Third-Party Authorization will be effective until the completion of the Short Sale(s) unless terminated by me (us) in writing.

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.

Borrower's Signature

Date

Co-Borrower's Signature

Date

Bank of America  **Home Loans**

DESIGNATED REPRESENTATIVE ACKNOWLEDGMENT

Each undersigned Designated Representative represents and agrees that, he/she (i) is a licensed real estate agent, real estate broker or attorney ("Licensee") in good standing in the state in which the Property is located, and that Licensee has all licenses, permits or authorizations required by state or federal law to perform the duties undertaken by it in connection with the Short Sale, (ii) shall not knowingly misrepresent or omit to state, any material fact in order to induce the Borrower(s), BANA, the lender, the investor or the Insurer to agree to the terms of a Short Sale that the Borrower(s), BANA, the lender, the investor or the Insurer would not have agreed to had all material facts been known, and (iii) is in compliance with all applicable state and federal laws, rules and regulations governing the services provided, including without limitation those related to providing required disclosures to the Borrower(s), and shall be responsible and liable for all of the acts and omissions of its Designated Support Staff authorized to work on his/her behalf.

Each Designated Representative and his or her Designated Support Staff involved in a Short Sale regarding:

Address _____ City _____ State _____ Zip _____

Must complete, sign and date below.

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

The following Support Staff do(es) not hold a Real Estate Agent/Broker's License nor an Attorney's License but is assisting the above identified licensee(s) with administrative functions:

Designated Support Staff: _____ Company Name: _____

Assistant For: _____
Designated Representative Signature _____ Date _____

Designated Support Staff: _____ Company Name: _____

Assistant For: _____
Designated Representative Signature _____ Date _____

Short Sale Purchase Contract Addendum

Dated: _____

Bank of America 1st Loan No.: _____

Bank of America 2nd Loan No.: _____

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

This Addendum to Purchase Contract is entered into and is effective as of ___/___/___ by and between Seller(s) and Buyer(s) (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract dated ___/___/___ by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers and Buyers hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the broker and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's-Length" Transaction. "Arm's length" means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, business associate or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers nor the Sellers nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property and/or has a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within _____ days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within _____ days after closing subject to terms as shown on the Purchase Contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment/Assignee and/or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing.

Short Sale Purchase Contract Addendum

9. The Parties acknowledge and agree that, upon Bank of America's request, the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to the Buyer(s)' and Seller(s)' HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce the Bank of America, Investor or a Mortgage Insurer to agree to the terms of a short payoff that would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum together, with the Sales Contract, shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts or other matters, whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alternations, modifications or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor and/or mortgage holder hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below:

Seller: _____
Sign name

Buyer: _____
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

Short Sale Real Estate Licensee Certification

This certification is made in connection with the Residential Purchase Agreement dated _____
on Property known as _____
for which _____ is Seller and _____
is the individual Real Estate Licensee at the listing brokerage representing Seller; and
_____ is Buyer and _____
is the individual Real Estate Licensee at the selling brokerage representing Buyer.

1. Licensee acknowledges and agrees that Bank of America is not the property seller, but only the mortgage lien holder(s) or servicer acting on behalf of the lien holder, accepting less than the balance owed to facilitate the Short Sale purchase transaction of Property as an alternative to foreclosure. Bank of America is in no way responsible for paying any real estate sales commission.
2. Licensee acknowledges and agrees that he or she has a valid, current real estate license issued by the appropriate authority within the State that Property is listed for sale or a licensed attorney in good standing in the State where Property is listed for sale.
3. Licensee representing Seller acknowledges and agrees that, in his or her professional opinion, Property has been listed on the appropriate local Multiple Listing Service at a listing price intended to generate open market competitive offers to purchase Property and not at an artificially low or high listing price. Licensee representing Seller further acknowledges and agrees that his or her marketing efforts were in fact and "in spirit" aimed toward maximizing the selling price of Property from a ready, willing and able buyer. Licensee has not engaged in any conduct that restricts or limits offers from buyers, including but not limited to requiring cash offers, using disparaging language regarding the property or tenants, or unreasonably restricting access.
4. Licensee representing Seller acknowledges that he or she has made Seller aware of all offers to purchase Property that Licensee received during the listing period and that he or she has not coerced, harassed or improperly influenced Seller in selecting a buyer for Property or in agreeing to the terms and conditions of the purchase contract.
5. Licensee acknowledges and agrees that Licensee is not engaging in appraisal fraud, flipping (a predatory lending practice whereby a recently acquired property is resold for a considerable profit with an artificially inflated value within a short period of time, as defined by the Federal Bureau of Investigation), identity theft and/or straw buying. Licensee has disclosed all agreements or understandings relating to the current sale or subsequent sale of Property of which Licensee is aware or should be aware. Licensee is not aware of any other agreements or understandings that call for the subsequent sale of the Property within 30 days of the current sale, the assignment of the property to the Seller or the option for the Seller to purchase.

Short Sale Real Estate Licensee Certification

6. Licensee acknowledges and agrees that he or she is not receiving any compensation, remuneration or benefit from the completion of this Residential Purchase Agreement other than what has been disclosed in the preliminary and certified HUD-1 closing settlement statements. Licensee is not aware of any arrangement for compensation or other remuneration to Seller, Buyer, Licensees or other lien holders, either directly or indirectly related to the purchase agreement, that has been or will be paid outside the official terms of closing as presented in the purchase contract and the preliminary and certified HUD-1 closing settlement statements.
7. Licensee acknowledges and agrees that he or she has disclosed to Bank of America any known relationship to Buyer or ownership interest in Buyer's company, and Licensee representing Seller further acknowledges that he or she has no existing business relationship with Buyer and/or Seller other than the purchase of Property according to the terms and conditions of the purchase contract.
8. Licensee acknowledges and agrees that any misrepresentation or omission of a material fact may subject the responsible party to civil and/or criminal liability.

Licensee Representing Seller:

Sign name

State License Number: _____

Date: _____

Licensee Representing Buyer:

Sign name

State License Number: _____

Date: _____

Bank of America, N.A.

Buyer's Acknowledgement and Disclosure

BUYER(S), is/are buying the property known as:

Property Address: _____

Buyer(s) understand(s) and acknowledge(s) that the following persons are prohibited from purchasing the Property, directly, indirectly or through a family member, household member or an interest in a partnership, corporation, joint venture, trust or other entity:

1. Officers, employees, or directors of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies;
2. A spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee; and
3. Agents, brokers, appraisers, attorneys, trustees, employees of representatives and vendors (including but not limited to property inspection companies, property preservation companies, title companies) of Bank of America, N.A., its parents, subsidiaries, or affiliated companies.

Buyer(s) hereby certifies/certify that:

I/we am/are not an officer, employee, or director of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies.

I/we am/are not a spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee.

I/we am/are not an agent, broker, appraiser, attorney, trustee, employee of any representative or vendor (including but not limited to a property inspection company, property preservation company, or title company) of Bank, its parents, subsidiaries, or affiliated companies.

This certification is made to the Seller in connection with the closing of the sale of the Property to the Buyer(s) under the purchase and sale agreement dated _____ between Seller and Buyer/Buyers, as a material inducement to the Seller and Bank to proceed with the short sale, and it may be relied upon by the Seller or Bank and their respective affiliates, agents, representatives, and successors and assigns.

Buyer's Name

Buyer's Signature

Date

Buyer's Name

Buyer's Signature

Date

BUYER INFORMATION

IF THERE ARE TWO BUYERS, PLEASE COMPLETE TWICE

BUYER FIRST NAME:

BUYER LAST NAME:

BUYER ADDRESS:

BUYER CITY:

BUYER STATE:

BUYER ZIP:

BUYER FIRST 5 DIGITS OF SOCIAL SECURITY NUMBER:

BUYER DATE OF BIRTH:

BUYER PHONE:

SELLING AGENT INFORMATION

SELLING AGENT FIRST NAME:

SELLING AGENT LAST NAME:

SELLING AGENT COMPANY:

SELLING AGENT ADDRESS:

SELLING AGENT CITY:

SELLING AGENT STATE:

SELLING AGENT ZIP:

SELLING AGENT PHONE:

SELLING AGENT FAX:

SELLING AGENT EMAIL:

BUYER FINANCING INFORMATION

OFFER TYPE:

IF CASH, DO NOT COMPLETE THE REST

FINANCING PRE QUALIFICATION: YES OR NO

FINANCING PREQUAL NUMBER:

FINANCING TYPE:

FINANCING LENDER:

FINANCING CONTACT:

FINANCING EMAIL:

FINANCING PHONE:

FINANCING RATE: