

**AFFIDAVIT**

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

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

In Re: \_\_\_\_\_ (Property Address)

The undersigned, being duly sworn, deposes and says:

\_\_\_\_\_ 1. I, \_\_\_\_\_ (Affiant), am the owner of the above property.

\_\_\_\_\_ 2. I am currently in default of my loan(s), am unable to make up back payments and am unable to make future payments.

\_\_\_\_\_ 3. I understand that the Buyer will attempt to negotiate a short sale with all my Lenders who have a lien (claim) on my property and that Buyer has not made me any promises, guarantees or representations about their ability to successfully complete this task.

\_\_\_\_\_ 4. I understand that my Lender(s), even after agreeing to a short sale, may require that the difference between the original balance and the negotiated balance be paid by me and hold me personally responsible to pay it back.

\_\_\_\_\_ 5. I understand that the short sale may result in my owing taxes. Since Buyer said he is not giving me any tax advice, I should see an accountant or tax preparer to discuss these taxes.

\_\_\_\_\_ 6. I understand that my Lender(s) may report this short sale to a credit bureau and this may negatively affect my credit score.

\_\_\_\_\_ 7. I understand fully and completely that, if Buyer is not able to negotiate discounted payoffs with the Lender(s), they may proceed with foreclosure.

\_\_\_\_\_ 8. I have not been promised any money if this short sale goes through. Whether or not the property sells, I don't expect any money at all. There are no unresolved issues and no "side agreements."

\_\_\_\_\_ 9. I have entered into a sales agreement to sell the above property and that agreement states that I understand that it is a short sale transaction and that it won't go through if my Lender(s) doesn't agree to take less than what is owed and that **I won't get any money after the property is sold.**

\_\_\_\_\_ 10. The sales agreement also states that I am giving the Buyer the rights to immediately list for sale, market, negotiate and enter into a contract to sell the property immediately to a third party and that all documentation in connection to the sale will be made available at the request of all Lenders and Buyers involved in the transactions.

\_\_\_\_\_ 11. I understand that Buyer may make a profit from the resale or immediate resale of this property and that his only motivation is to make a profit.

\_\_\_\_\_ 12. I understand that the Buyer is not acting on my behalf as an attorney, accountant, counselor, advisor, consultant or non-profit agency.

\_\_\_\_\_ 13. I have the ability to read and understand this agreement.

\_\_\_\_\_ 14. I have a full understanding about what I am doing in regards to the short sale of my home.

\_\_\_\_\_ 15. I ACKNOWLEDGE THAT, IF BUYER IS UNABLE TO CLOSE ON THE SALE OF THE PROPERTY IN A TIMELY FASHION, THE PROPERTY MAY GO INTO FORECLOSURE AND I MAY LOSE MY PROPERTY.

\_\_\_\_\_ 16. I understand that the Buyer and their agents are not acting on my behalf as lawyers or accountants, nor are they rendering legal or accounting advice. Buyer encouraged me to seek out an attorney and accountant for independent advice regarding this short sale.

\_\_\_\_\_ 17. I agree to hold the Buyer and his agents, harmless and fully indemnifies them (including but not limited to attorney's fees, whether or not litigation ensues, costs and all other litigation expenses).

I HAVE COMPLETELY READ THIS AGREEMENT BEFORE SIGNING IT AND I AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

\_\_\_\_\_  
SELLER #1 SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

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

Before me personally appeared \_\_\_\_\_ to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes expressed.

WITNESS my hand and official seal in the State and County aforesaid, on \_\_\_\_\_.

\_\_\_\_\_(SEAL)

Notary Public

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