

SHORT SALE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

1 Property Address: _____

2 Buyer: _____

3 Seller: _____

4 This SHORT SALE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT (hereinafter "Addendum"), between
5 the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase
6 and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale
7 Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and
8 sufficiency of which is hereby acknowledged, the parties agree as follows:

9 1. **Approval of the Seller's lender(s) and/or lien creditor(s) (hereinafter collectively "Third Party Creditor(s))**. This
10 Purchase and Sale Agreement is also contingent upon:

11 (a) the written agreement of all of the Seller's Third Party Creditor(s) to accept the terms of this Purchase and Sale
12 Agreement ("Agreement"), the Purchase Price and payment of Seller's closing expenses and real estate commissions
13 as shown on the preliminary HUD-1 settlement statement within _____ days from Binding Agreement Date
14 between the Seller and Buyer but no later than the Closing Date contained within the Purchase and Sale Agreement,
15 whichever is earlier;

16 (b) the final written agreement of all of the Third Party Creditor(s) to accept a payoff which is less than the balance due
17 on the mortgage(s) and/or lien(s) after payment of Seller's expenses and real estate commissions; and

18 (c) the written agreement by all Third Party Creditor(s) that the receipt of the agreed sum will serve as a complete and
19 full satisfaction of the indebtedness secured by the mortgage(s) and/or other liens upon the Property after receipt of
20 the discounted payoff.

21 2. **Failure to Obtain Approval of Third Party Creditor(s)**. If the Third Party Creditor(s) has not provided final, written
22 approval within the number of days specified above, either party may, at his option, terminate this Agreement with
23 _____ days written notice as provided for in this Agreement and any Earnest Money shall be returned to Buyer.

24 3. **Acknowledgement by Parties**. Buyer and Seller acknowledge that the Third Party Creditor(s) is not a party to the
25 Purchase and Sale Agreement and therefore is not obligated to approve the Purchase and Sale Agreement or to fulfill a
26 short sale after approving the Purchase Price and terms of this Agreement. Buyer further acknowledges that Seller is not
27 liable for delays caused by the Third Party Creditor(s) or costs and expenses incurred by the Buyer if the Third Party
28 Creditor(s) does not allow the closing of the short sale.

29 4. **Right to Continue to Market Property**. The parties agree and understand that the Third Party Creditor(s) may require
30 the Seller to continue to market the Property and continue to submit additional offers and/or back-up contracts to them
31 for approval, even after Buyer and Seller have agreed upon terms and submitted their contract for approval. This process
32 of receiving multiple offers may cause significant delays in the approval process. Buyer and Seller hereby agree that
33 Seller may continue to market the Property and may submit any additional offers and/or back-up contracts to the Third
34 Party Creditor(s) for consideration even after entering into this Agreement.

35 5. **Hold Harmless and Indemnity**. Buyer and Seller agree to hold one another harmless from any damages resulting from
36 the failure of a Third Party Creditor(s) to approve the Purchase Price, the terms of this Agreement and the HUD-1
37 settlement statement within the time frame specified above. In addition, Buyer and Seller hereby agree to hold harmless
38 and indemnify the Brokers, their firms and affiliated licensees working on behalf of Buyer and Seller from any damages
39 incurred as a result of any delays in the approval process or by failure of a Third Party Creditor(s) to approve the short
40 sale.



41 **6. Special Stipulations.**

42 _____

43 _____

44 _____

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53 _____

54 All other terms and provisions of the original Purchase and Sale Agreement (including any amendments and addenda) shall
55 remain in full force and effect unless changed herein.

56 The party(ies) below have signed and acknowledge receipt of a copy.

57 I/We understand the importance of obtaining legal, tax and financial advice and have considered this before signing this
58 Addendum.

59 _____

60 **BUYER** **BUYER**

61 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

62 **Date** **Date**

63 The party(ies) below have signed and acknowledge receipt of a copy.

64 I/We understand the importance of obtaining legal, tax and financial advice and have considered this before signing this
65 Addendum.

66 _____

67 **SELLER** **SELLER**

68 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

69 **Date** **Date**

Form Made Fillable by eForms

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