


**KELLER
WILLIAMS®**
R E A L T Y
Short Sale Addendum

Property Address:

In a “short sale” the seller’s lender receives a payoff that is less than the full amount owed on the seller’s existing mortgage. Because the close of sale is contingent upon the Seller’s Short Sale Lender(s)’ (hereinafter referred to as “Lienholder(s)”) agreement to accept a reduced payoff, all terms of the Purchase and Sale Agreement dated _____ the (“Agreement”) must be approved by the Lienholder(s). Approval of the Agreement by any Lienholder(s) (where there is more than one mortgage) is not guaranteed, and Seller shall have the right to continue to market the property for sale, including but not limited to FMLS and MLS as Active, until approval by such Lienholder(s) is received.

All parties acknowledge and agree that this Addendum is hereby attached to any and all offers received by Listing Broker for the abovementioned property and will become part of the GAR contract. Furthermore, the following stipulations, if conflicting with an accepted offer shall control. Therefore, the statement as mentioned in the Purchase and Sale Agreement, Special Stipulations: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control is hereby removed.

Selling Broker Initials _____ Buyers Initials _____ / _____ Date: _____

The parties further acknowledge and agree:

1. All Contracts, Exhibits, and Amendments must be faxed to (404) 564-5561 or e-mailed to sams@kw.com.
2. The timeline for approval by the Lienholder(s) is not controlled by the Listing Broker or Seller. Buyer acknowledges that the approval process can take a minimum of 45 - 120 days from receipt of Agreement. Selling Broker and/or Buyer(s) may only contact the Listing Broker via e-mail once a week for a status update.
3. Buyer is required to send over Pre-Approval letter within 72 hours after submitting an offer. If Buyer does not comply with getting pre-approved within 72 hours then Listing Broker will notify Selling Broker that their contract is hereby rejected/terminated for non-compliance.
4. In the event Buyer is a cash Buyer, Buyer will provide proof of funds with submission of offer. Due to the nature of short sales, the closing shall take place at the law firm of **The Fryer Law Firm, 70 Lenox Pointe, Atlanta, Georgia 30324 Direct 404-240-0007, Fax 404-848-9595, no exceptions.** The named firm has pulled preliminary title work and is working actively to assist in meeting the requirements of the Lien holder(s)’. There are no EXCEPTIONS on this.
5. Upon approval, the transaction must close within 30 days or as specified by the Lienholder(s), **no exceptions.** Selling Broker and Buyer(s) agrees that Paragraph 6.B. is hereby removed from the Agreement. In the event, Buyer(s) are unable to close as agreed upon **and** Listing Agent is able to obtain an extension for closing, Buyer(s) agree to pay per diem for property taxes, HOA, and any additional amounts/penalties required by Lien holder(s) and/ or listing agent can or will terminate the contract due to non-compliance.
6. Seller will receive no cash from this transaction. Any funds usually due to the seller will be paid to the Lien holder(s).
7. Property shall be sold As-Is, no exceptions. Seller will make no repairs to the property and furthermore does not agree to make any repairs requested by Buyer/Buyer’s Lender. Buyer is responsible for turning on and paying for any and all utilities required by Buyer(s)'/Buyer(s)' representatives for inspections, appraisals, and due diligence if the property is vacant at no additional expense to the Seller. It is recommended that Buyer(s)'/Buyer(s)' representatives make arrangements for utilities upon verbal notification of acceptance as no extensions to the due diligence or financing periods will be accepted.

8. All parties acknowledge and agree that the Seller(s) or Seller(s)' Lien holder(s) will not pay any additional items beyond specified closing costs if agreed upon to include the following items but limited to:
 - a. Termite clearance letter, repair and retreat bond, and repairs caused by termites
 - b. Repair items requested by Buyer(s)' Lender to include but not limited to FHA repairs.
 - c. No monies will be allocated to Buyer or Vendors for such repairs.
 - d. Home Warranties
 - e. Survey of Property
 - f. Homeowner Association Items: Initiation Fees, Closing Letter Fees, and or Transfer Fees
9. Buyer and Buyer's representative acknowledge and agree that time is of the essence. Should Lienholder(s)' or Listing Broker require any additional documents and paperwork to be signed by all parties, Buyer and Buyer's representative must respond in writing within 24 hours or Seller may notify Buyer of Seller's right to terminate, as Buyer's lack of response in a timely manner can and will jeopardize the transaction.
10. All parties agree that the Due Diligence Period and any other days specified in the contract shall not begin until written approval is received from the Lienholder(s)' All parties acknowledge and agree that the Due Diligence Period referenced herein as specified under Paragraph Property Sold Subject to Due Diligence Period shall be 7 calendar days. Buyer shall have 7 calendar days from written notification of written Lienholder(s)' approval for "Financing Contingency Period" and/or Appraisal Contingency Periods" in the event these Contingencies be apart of the Agreement. This paragraph supersedes the contract in regards to the due diligence period. If home is vacant and the buyer will have to have utilities turned on at his/her own expense then there will be 3 additional days added on the 7 day Due Diligence Period to give the buyer time to get all the utilities turned on.
11. The Listing Broker and Selling Broker shall split the commissions 50/50. Please note that since the Lienholder(s) is taking less than what is owed to them in a short sale, the Lienholder(s)' may negotiate a lower commission percentage. Selling Broker acknowledges that any amounts advertised as Commissions to be paid is not guaranteed and must be approved by Lienholder(s). Any changes to the total commission rate will be announced at the time of the Lienholder(s) final approval of this short sale and listing agent will spilt whatever the commission is 50/50 with the buyer's agent.
12. Earnest money on this transaction is \$2500.00 and upon acceptance of contract from the seller and not the bank the earnest money becomes non-refundable if buyer walks away from the contract for any reason prior to the approval or denial of the short-sale. The contract is fully binding once all parties have signed off on the contract and it is binding with the contingency of the seller's lender approving the contract and short-sale. Earnest Money is fully refundable doing the due diligence period and only during the due diligence Period. Again the Due Diligence will start once full written approval of the contract and short-sale is received from Seller's lender. Earnest money will be refunded only in the event of the short-sale being denied or during the Due Diligence Period. There are no EXCEPTIONS! Earnest Money is fully refundable doing the due diligence period and only during the due diligence Period. This is to ensure that the buyer is committed to buying the property and that he/she has read and is fully aware of the nature and time lines of the short-sale.
13. This is addendum is a part of the contract and should be added to the Exhibits and Addenda part of the GAR contract.

By signing this disclosure, you acknowledge that you have read, understand and agree to all of the terms and conditions above.

Buyer's Signature

Date

Buyer's Signature

Date

Listing Broker

Selling Broker