



## SHORT SALE ADDENDUM TO LISTING AGREEMENT

Property Address: \_\_\_\_\_

1. It is understood that this agreement, and any purchase agreements for the property at the above address will be subject to a short sale, and will be contingent upon the lenders', government agencies', investors' and/or mortgage insurance company's approvals, if applicable, and upon the Seller's written acceptance of those short sale approvals.
2. The Seller agrees to cooperate with CENTURY 21 Luger Realty in submitting documents constituting a short sale packet, which could include financial statements and other documentation required by the lender to negotiate a short sale. The Seller hereby authorizes their agent to obtain information from the lender, and to act on the Seller's behalf in order to negotiate the short sale approval.
3. The Seller understands that after the lender receives the short sale packet, the lender will likely require at least 30 days to approve or deny the short sale, and, in most instances, it could take between 90 and 120 days. After the lender's approval of a short sale, the sale usually must close within 30 days.
4. The Seller authorizes CENTURY 21 Luger Realty to reduce the list price by \_\_\_\_\_% of the original price as frequently as each week until sold, and/or to reduce the list price to an amount the lender has agreed to accept.
5. The Seller will receive no cash from this transaction. Any sale proceeds normally due to the Seller will be paid to the lender.
6. The Seller may cancel the listing agreement at any time prior to expiration in the event the property is conveyed to the mortgage insurer or the mortgage lender.
7. The property shall be sold according to the terms of an "as is" addendum.
8. The seller understands that the forgiven debt may be taxable income, and the Seller has been hereby advised by the listing agent that prior to accepting a short sale agreement, Seller should seek the advice of competent tax, legal, and credit advisors regarding the consequences of a short sale.
9. Some lenders require a promissory note to be signed by the Seller before approving the short sale. The agent will inform the Seller if the lender makes such a requirement, but the Seller should obtain competent legal advice before signing a lender's promissory note.
10. In the event there is a cancellation of the sale of the property in which the Buyer forfeits earnest money to the Seller, the listing Broker and Seller shall each receive 50% of the forfeited amount.

We hereby acknowledge, understand and agree to the terms of this agreement.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Listing Agent Date

\_\_\_\_\_  
Seller Date