

## SHORT SALE ADDENDUM

This addendum modifies and amends a certain Purchase and Sale Agreement,

dated \_\_\_\_\_, 2\_\_\_\_, for property described as \_\_\_\_\_  
\_\_\_\_\_ (“Property”), by and between \_\_\_\_\_  
\_\_\_\_\_ (“Buyer(s)”) and \_\_\_\_\_  
\_\_\_\_\_ (“Seller(s)”).

1. **“Short Sale” Acknowledgement.** Seller(s) represents to Buyer(s) that the purchase price set forth in the Purchase and Sale Agreement referenced above is less than the amount(s) owed to individuals or entities that have a security interest in the Property (“Secured Parties”). These Secured Parties may include institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. The Secured Parties will be asked to provide releases or satisfactions in form sufficient for recording on the land records in return for an amount less than the balance actually owed.
2. **Secured Party Approval Contingency.** The Purchase and Sale Agreement referenced above is made contingent on the agreement of the Secured Parties to furnish releases or satisfactions in form satisfactory for recording in Connecticut within \_\_\_\_\_ days of the date of the Purchase and Sale Agreement (90 days if left blank). The Buyer(s), in the Buyer’s sole discretion, may accept the agreement of a Secured Party to furnish a release or satisfaction of mortgage after the closing of title in lieu of receiving the release or satisfaction prior to the Closing of Title. Seller(s) shall make a diligent effort to obtain such releases or satisfactions and shall authorize Seller’s attorney, real estate agents, accountants, and other professionals to promptly furnish such information as a Secured Party may require in order to furnish such releases or satisfactions. Buyer(s) agrees to cooperate with Seller’s reasonable request for information and documents and shall instruct Buyer’s attorney, real estate agents, accountants, lender and other professionals to promptly comply with such requests.

Buyer(s) acknowledges and understands that Secured Parties may require Seller(s) to provide a written undertaking to pay further amounts to Secured Parties than are available under this Purchase and Sale Agreement. In that event, Seller(s) may refuse to provide such undertaking, and Purchaser(s) agrees that Seller(s) may do so in Sellers’ sole discretion.

In the event that Seller(s) is unable to secure such releases or satisfactions within the period of days set forth above, Seller(s) agrees that Buyer(s) may terminate the Purchase and Sale Agreement and this Addendum upon ten (10) days written notice to the Seller(s), Seller(s)’ agent or Seller(s) attorney.

Seller(s) and Buyer(s) agree to cooperate in signing and furnishing Secured Parties with such affidavits, representations or other documentation as Secured Parties may require in order to furnish releases or satisfaction as set forth above, provided however, that neither the Seller(s) nor the Buyer(s) shall be required to execute affidavits, representations or documentation requiring factual statements, representations or agreements which are not within the personal knowledge of the Seller(s) and Buyer(s).

3. **Credit, Legal and Tax Advice.** Seller(s) is informed that a sale of this nature may have credit, tax or legal consequences. Seller(s) is advised to seek the advice of an attorney, certified public accountant or other qualified expert regarding these matters. Real estate agents are not qualified to provide advice on these matters.

4. **Buyer's Acknowledgement.** Buyer(s) acknowledges (i) no Secured Party is obligated to accept less than the full amount that it is owed; (ii) a Secured Party may require Seller(s) to forward any other offers received to lender; (iii) a Secured Party may refuse to provide a release or satisfaction for this Purchase and Sale Agreement in order to force the Seller(s) to accept another or a different agreement; (iv) a Secured Party may refuse to provide a release or satisfaction in order to force the Seller(s) to seek changes or modifications, especially regarding purchase price, in this Purchase and Sale Agreement; (v) Seller(s), real estate agents and attorneys have no control over Secured Parties or the decisions or processes of Secured Parties; and Buyer(s) are cautioned that the short sale approval process and the time involved are unpredictable and beyond the control of agents, the parties, and the parties' attorneys. Buyer(s) who must close by a certain date are cautioned that they may not be a suitable to participate in the short sale process.
5. **Purchaser's and Seller's Costs.** Notwithstanding any provision set forth in Paragraph 10 of the Purchase and Sale Agreement referenced above. Purchaser(s) and Seller(s) acknowledge that each may incur costs in connection with rights, obligations, tests, inspections, and fees under this Agreement or delays in obtaining Secured Party approval of a short sale. These costs may include payments for loan applications, inspections, appraisals, attorney's fees, title search fees, and other reports. Such costs will be the sole responsibility of the party incurring the costs.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Seller

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Buyer

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Date

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