

Short Sale Affidavit

Please read, provide all information, and sign.

Property Address _____ Borrower Names _____

Pursuant to a residential purchase agreement ("Agreement") dated , _____ the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property referenced above, "Mortgaged Premises" will be sold by Seller(s) to Buyer(s).

OneWest Bank, FSB ("Servicer") services the above referenced loan secured by a deed of trust or a mortgage on the Mortgaged Premises. In order to complete the sale of the Mortgaged Premises, Seller(s) and Buyer(s) have jointly asked Servicer to discount the total amount owed on the loan. Servicer, in consideration of the representations made below by Seller(s), Buyer(s), and their respective agents, has agreed to review the short sale offer on the express condition that Seller(s), Buyer(s), and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represent, affirm, and state, under penalty of perjury that:

1. The purchase and sale transaction reflected in the Agreement is an "arm's length transaction", meaning that the transaction is between parties who are independent of one another, and unrelated and unaffiliated by family, marriage or commercial enterprise, other than the purchase and sale of the Mortgage Premises between the Buyer(s) and the Seller(s) that is the specific subject of the proposed short sale as disclosed to the Servicer.
2. There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer.
3. There are no agreements, understandings or contracts between the parties that the Seller will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Seller is permitted to remain as a tenant on the Mortgaged Premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation.
4. All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short payoff transaction have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement.
5. Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a payment if it is offered by the Servicer, approved by the Investor and reflected on the HUD-1 Settlement Statement.
6. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as reflected in the final closing statement which shall be provided to Servicer for approval prior to the close of escrow. Except as set forth in the preceding sentence, each agent unconditionally releases and forever discharges Seller(s), Buyer(s) and Servicer from any and all existing or potential claims, demands, or damages, both known and unknown, arising out of, connected with or incidental to compensation or other amounts due to the agent, including, but not limited to commissions promised under any Residential Listing Agreement,
7. Neither the Buyer(s) and/or Seller(s) nor any parties related to or affiliated with the Buyer(s) and/or Seller(s) may act as the buying or listing/selling agent in the transaction.
8. Each signatory understands, agrees, and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises.

IndyMac Mortgage Services Loan Number

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- 9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil and/or criminal liability, and declares under penalty of perjury under the laws of the State that all statements made in this Affidavit are true and correct to the best of each signatory's knowledge and belief. Each signatory is liable for his or her negligent or intentional misrepresentations, but not those of other signatories to the Affidavit.
- 10. Each signatory agrees to indemnify the Servicer and Investor for any and all loss resulting from any negligent or intentional misrepresentation made in this Affidavit, including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage.
- 11. The Certification will survive the closing of the transaction.
- 12. The Buyer(s) must agree to not sell the home within 90 calendar days of the sale date.
- 13. Any known violation of the arm's length transaction requirements above may be a violation of federal law.

Additionally, I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Note: Each party's signature in this Affidavit must be notarized by a Notary Public.

Borrower

Signature _____

Date _____

Co-Borrower

Signature _____

Date _____

Notary Section

State of _____

County of _____

On the _____ day of _____ in the year _____

before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature _____

Notary Printed Name _____

Notary Public; State of _____

Qualified in the County of _____

My commission expires _____

Official Seal

□ □ □ □ □ □ □ □ □ □ □ □

Short Sale Affidavit

Please read, provide all information, and sign.

Seller 1

Print Name _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Buyer 1

Print Name _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Seller 2

Print Name _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Buyer 2

Print Name _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

IndyMac Mortgage Services Loan Number

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Short Sale Affidavit

Please read, provide all information, and sign.

Seller's Agent

Print Name & Company _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Buyer's Agent

Print Name & Company _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Escrow Closing Agent

Print Name & Company _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Transaction Facilitator

Print Name & Company _____

State of _____

County of _____

On _____

Before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

IndyMac Mortgage Services Loan Number

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