



Phone: 941-954-9991 Fax: 941-954-9992

Short Sale Agreement

This **Short Sale Agreement** (this "Agreement") is entered on the date set forth below by and between the undersigned individual(s)/entity executing this Agreement below (the "Seller") and **Berlin Patten, PLLC** (the "Firm").

Seller has requested that Firm request Short Sale Payoff(s), (as hereinafter defined) of its Mortgage(s) (as hereinafter defined), and Firm has agreed to do so subject to the terms hereof. Seller and Firm hereby agree as follows:

1. Seller has represented to Firm that it has _____ (if left blank, then one (1)) mortgages (the "Mortgages") which currently encumber the property described in the Mortgages (the "Property") for which Short Sale Payoff(s) will be attempted hereunder. Seller has requested that the Firm attempt to contact the holder's of the promissory notes secured by the Mortgages (each a "Lender") to inquire about the Lender's willingness to accept a reduced payoff amount(s) (each a "Short Sale Payoff") in order to permit the Property to be sold and conveyed to a third party.
2. During the term of this Agreement, Firm will use reasonable efforts to attempt to contact the Lender(s) to secure the Short Sale Payoff(s). Seller understands that although Firm is a law firm, this Agreement establishes no agreement, understanding, or commitment to Seller to do anything other than attempt to contact the Lender(s) to inquire as to the amount and terms of any Short Sale Payoff(s). **Specifically, but without limitation, this Agreement does not obligate the Firm to (a) provide foreclosure or other litigation defense, or (b) assistance in negotiating the reduction or elimination of any amounts due and owing to any other party, including homeowner's and condominium associations, IRS tax liens, and other creditors, for which the Firm charges additional fees pursuant to separate agreements.**
3. For and in consideration of the services to be provided by Firm hereunder, Seller hereby agrees to pay Firm the amount(s) set forth in the fee schedule attached hereto as **Exhibit "A,"** and in the manner prescribed therein.
4. Seller hereby agrees to cooperate with Firm to timely provide any information as may be requested and/or required by the Lender(s) and/or the Firm. Seller understands that such information may include, but is not limited, to tax returns, bank statements, and other financial or personal information. Any information provided to the Firm shall be true and correct in all respects, and Seller hereby indemnifies and holds Firm harmless from any and all claims pertaining to the failure to provide accurate, reliable, and complete information to any Lender.
5. In the event the Short Sale Payoff(s) are obtained, Seller understands that the Lender(s) may offer to "release" its/their security interest against the Property in exchange for less than the total amount due under the note(s). However, the note is not then deemed satisfied. Seller understands that under such a scenario, Seller may still be responsible for the difference between the original note amount and the approved Short Sale Payoff amount (a "Deficiency"). Seller has considered the tax and bankruptcy consequences by consulting with its tax and bankruptcy advisors respectively (note, the Firm has not, does not, and will not provide advice or legal counsel to Seller concerning the tax or bankruptcy implications of proceeding with a short sale), and Firm is hereby requested to attempt to request a full satisfaction and release whereby the Lender satisfies the note in full, waives any Deficiency, and releases its lien against the Property. However, Firm cannot make any commitments or promises in this regard, and in MOST cases, a Lender will agree to a Short Sale Payoff, but not agree to waive the Deficiency, meaning the Seller will still owe all or some portion of the balance due under the note.
6. Seller acknowledges that a full satisfaction obtained from Lender may have tax consequences for Seller and that Seller has been advised to seek the advice of a tax professional. Seller's direction to Firm to attempt to cause a waiver of the Deficiency has been made in consultation with its tax advisor, and Firm has given Seller no advice in this regard. Seller has had the opportunity to discuss this Agreement with Seller's personal tax attorney and tax advisor, and after considering all available options, Seller has elected to enter into this Agreement.
7. Seller acknowledges that proceeding to secure Short Sale Approval(s) may have bankruptcy consequences for Seller and that Seller has been advised to seek the advice of a bankruptcy attorney (the Firm does not offer Bankruptcy advice in connection with Short Sales). Seller hereby affirms that it has not filed for bankruptcy and will not do so without notifying Firm, at which point this Agreement shall terminate and Firm shall be relieved from its

responsibilities hereunder. The parties hereto acknowledge that Firm is not a debt relief agency and does not provide assistance with bankruptcy filings. Firm does not provide bankruptcy information, advice, counseling, document preparation, filing, or any other representation related to existing or prospecting bankruptcy.

8. **Firm makes no representation, covenant, warranty, or commitment to Seller that it can obtain the Short Sale Payoff(s), the time that it may take to do so, or the amount thereof. If Firm is unsuccessful for any reason in obtaining the Short Sale Payoffs, Seller hereby agrees to release Firm for, from and against any responsibility or liability therefore. The undersigned agree that there have been no guarantees or promises made to them by the Firm, or any closing agent, listing agent or brokerage firm with regard to the likelihood that the Deficiency will be waived, reduced, or otherwise settled.**
9. This Agreement contains the entire agreement of the parties hereto, and any representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of no force or effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law. The prevailing party in connection with any action to enforce this Agreement shall be entitled to attorneys fees and costs.
10. **Seller hereby understands and agrees that keeping the parties fully informed of the Seller's intentions regarding the Deficiency and the status of the short sale approval process in general is critical in order to better insure the successful completion of the short sale transaction. Accordingly, Seller hereby authorizes and directs Firm to provide copies of the terms of the Short Sale Payoff(s) (if obtained) to the closing agent, Seller's real estate agent, any potential purchaser of the Property, and their agents. Seller also authorizes and directs Firm to provide weekly updates to the closing agent, Seller's real estate agent, any potential purchaser of the Property and their agents, and to otherwise provide such parties with information concerning the status of the short sale approvals from time to time to keep each such party fully informed.**

SELLER(S):

Print Name _____

Print Name _____

FIRM:

BERLIN PATTEN, PLLC

By: Evan N. Berlin
Its: President

**EXHIBIT "A" TO SHORT SALE AGREEMENT
FEES AND PAYMENT (Effective January 2013)
(Buyer Agreement to Pay Short Sale Fees Not Approved by Seller's Lender)**

The terms of this Exhibit "A" are hereby incorporated into the Short Sale Agreement by reference. The undersigned Seller(s) and Buyer(s) acknowledge and consent to the following fees and payment terms:

1. **Short Sale Fees.** Seller hereby agrees to pay Firm **\$1,500.00** for the first Short Sale Payoff it secures hereunder, and **\$1,500.00** for each additional Short Sale Approval or other lien release (e.g., Federal Tax Lien, HOA Lien, etc.) it secures to facilitate the closing (the "Short Sale Fees"). The Short Sale Fees shall be payable upon the closing of the Property. Seller shall pay Firm the Short Sale Fees as an expense on the HUD-1 closing statement, which expense must be approved by Seller's Lender(s).

2. **Buyer Agreement To Pay Short Sale Fees.** Although Buyer recognizes that Firm is a law firm that represents the Seller, if any Lender fails to approve or permit Seller's payment of all or any portion of the Short Sale Fees, then Buyer hereby agrees to pay to Firm the portion thereof which was not approved by Seller's Lender(s). Except as provided in this paragraph, Buyer shall not otherwise be responsible for any other term or provision of the Short Sale Agreement between Seller and Firm, and Buyer's execution hereof is solely to acknowledge its obligations under this paragraph..

Example: Seller has one mortgage with Lender. Lender provides a short sale approval letter but reduces the Short Sale Fees to \$500.00. Buyer will be responsible for \$1,000.00 at closing, which represents the balance of the Short Sale Fees that were not approved to be paid by Seller.

Acknowledged and agreed to by the undersigned Buyer(s) and Seller(s)

SELLER(S):

BUYER(S):

Date: _____

Date: _____