



SETTLEMENT AGENT Affidavit of "Arm's Length Transaction"

State of _____ County of _____

All parties relevant to this transaction attest that it is an "Arm's Length Transaction", meaning that the transaction has been negotiated by unrelated parties and that the sale price is based on fair market value of the property. Buyer and Seller are acting in his /her own self-interest. Those signing this affidavit as agents for Buyer, Seller or both are acting in the best interests of their respective principal.

_____ (hereinafter referred to as "Settlement Agent" and/or "Affiant"), being duly sworn, deposes and says, that s/he is facilitating the closing and legal transfer of title and ownership from the Seller(s) of the property identified as _____ [street address] to the Buyer(s) in a short sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller's Agent or Buyer's Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there are no hidden agreements, implied terms or special understandings between Seller, Buyer, Seller's Agent or Buyer's Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties for the current sale or subsequent sale of the above mentioned property;

Affiant further says that there are no agreements or understandings, oral, written or implied, that will permit Seller to remain in the above mentioned property as renter or to regain ownership of said property at any time after the execution of this short sale transaction except to the extent that the Seller is permitted to remain as a tenant on the said property for a short term as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;

Affiant further says that beyond any contractual sales commissions owed to the Seller's Agent and/or Buyer's Agent as reflected on the final estimated closing statement, no other parties (Buyer or Seller) to this short sale transaction will receive any proceeds from the sale of the above mentioned property;

Affiant further says that it is agreed and understood that the Lender Servicer and investor are relying upon the statements made in this affidavit as consideration for the reduction of the mortgage payoff amount which is secured by a deed of trust or mortgage encumbering the above mentioned property;

Affiant further says that the Lender Servicer and investor are indemnified for any and all loss resulting from any negligent or intentional misrepresentation made in the affidavit, including, but not limited to, repayment of the amount of the reduced payoff of the above mentioned property;

Affiant further says that it is understood that any misrepresentation may subject the responsible party to civil and/or criminal liability.

The certification will survive the closing of the transaction.

The undersigned declares under penalty of perjury that all statements made in this affidavit are true and correct.

Signature of Affiant / Date

Printed Name of Affiant

Signature of Affiant / Date

Printed Name of Affiant

Signature of Affiant / Date

Printed Name of Affiant

Signature of Affiant / Date

Printed Name of Affiant

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me the _____ day of _____, 20_____

Signature of Notary Public _____ Printed Name of Notary Public _____

County of Residence _____ Date Commission Expires _____