

## M&T Bank ARM's Length Addendum

<b>Servicer:</b> M&T Bank	<b>Servicer Loan Number:</b> _____
<b>Property Address:</b> _____	
<b>Date of Purchase Contract:</b> _____	
<b>Seller:</b> _____	<b>Buyer:</b> _____
<b>Seller:</b> _____	<b>Buyer:</b> _____
<b>Listing Agent:</b> _____ <b>Company:</b> _____	<b>Buyer's Agent:</b> _____ <b>Company:</b> _____
<b>Listing Broker:</b> _____ <b>Company:</b> _____	<b>Buyer's Broker:</b> _____ <b>Company:</b> _____
<b>Escrow/Closing Agent:</b> _____ <b>Company:</b> _____	<b>Transaction Facilitator (if applicable):</b> _____

This Pre-Foreclosure Sale Addendum ("Addendum") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator/Negotiator to the Mortgagee of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the pre-foreclosure sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator/Negotiator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise. Additionally, the transaction is characterized by a selling price and other conditions that would prevail in an open market environment and there are no hidden terms or special understandings that exist between any of the parties involved in the transaction including, but not limited to the buyer, seller, appraiser, broker, sales agent(including, but not limited to the listing agent and seller's agent), closing agent and mortgagee, except where such provision is expressly prohibited by law;
- (b) Any relationship or affiliation by family, marriage or commercial enterprise to the Seller(s) or Buyer(s) by other parties involved in the sale of the Property has been disclosed to the Mortgagee;

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- (c) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Seller(s) are permitted to remain as tenants in the 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, except where such provision is expressly prohibited by law;
- (d) Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Mortgagee, and, if the payment is made at closing of the sale of the Property, reflected on the HUD-1 Settlement Statement;
- (e) There are no agreements, understandings, current or pending higher offers, or contracts relating to the current sale of subsequent sale of the Property that have not been disclosed to the Mortgagee;
- (f) The current sale transaction is a market real estate transaction, and the buyer is making an outright purchase of real property;
- (g) The current sale transactions will be recorded;
- (h) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the pre-foreclosure sale have been disclosed to and approved by the Mortgagee and will be reflected on the HUD-1 Settlement Statement;
- (i) Each signatory understands, agrees and intends that the Mortgagee is relying upon the statements made in the Addendum as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (j) Each signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Mortgagee for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (k) This Addendum and all representations, warranties and settlements made herein will survive the closing of the pre-foreclosure sale transaction;
- (l) Except for the real estate agents and brokers identified in this addendum, the signatories to this agreement can only serve in one capacity in order to be in compliance with HUD's policies on conflicts of interest and arms-length transactions;
- (m) The listing Agent and Listing Broker certify that the subject property was initially listed in the Multiple Listing Service (MLS) for a period of 15 calendar days before any offers were evaluated;
- (n) If multiple offers were under consideration at the time the offer was submitted for acceptance, the Listing Agent and Listing Broker certify that, of all of the offers meeting HUD's guidelines, this offer yield the highest net return; and
- (o) Each signatory certifies that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Seller's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Seller's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Listing Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Listing Broker's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Buyer's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Buyer's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Buyer's Agent's Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Buyer's Brokers' Signature) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Transaction Facilitator's Signature (if applicable)) By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Escrow Closing Agent's Signature) By: \_\_\_\_\_