WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
608-241-2047

FIRST WEBER
REAL ESTATE SERVICES

ADDENDUM SSO TO THE OFFER TO PURCHASE - SHORT SALE

This Addendum is made part of the Offer to Purchase dated _____ made by the Buyer _____ with respect to the Property at _____.

■ **SHORT SALE DEFINED:** The sale of the Property is a short sale: the sales price is not enough to pay all debts and obligations secured by the mortgages and other liens on the Property, together with closing costs. Seller must pay additional money at closing to cover the shortage or negotiate a written agreement with the lender whereby the lender will accept less than what is actually owed to release the mortgage on the Property. Although this addendum refers to "lender," "loan" and "mortgage" in the singular, Seller and Buyer acknowledge that multiple lienholders and lenders may need to release their mortgages and liens in exchange for less than the balances owed in order to provide clear title to the Property. A reference to a "lender" includes the lender's mortgage servicer.

■ **LENDER APPROVAL CONTINGENCY:** The Offer is contingent upon approval of the terms and conditions of this Offer by each lender accepting a reduced payment. Seller shall submit this accepted Offer to Seller's lender per the lender's policy (see line 23-27), along with any other documentation required by the lender. Seller shall deliver written notice to Buyer upon receipt of a lender's approval. If a lender's approval is conditioned upon modification of certain terms and conditions of this Offer, those changes are not binding upon Buyer and Seller without the parties' mutual consent expressed in an amendment to this Offer, which Seller shall draft and submit to Buyer. The Offer is considered approved by the lender when the Buyer accepts and delivers to Seller the amendment incorporating the terms required by the lender or upon Seller's delivery of written notice to Buyer that lender approval has been received and no Offer modifications are necessary. If Buyer does not accept and deliver said amendment within 5 days of Buyer's Actual Receipt of the amendment, this Offer shall be null and void. If the short sale is not approved by Seller's lender, or the terms and conditions of a lender's approval are not acceptable to Seller, Seller may terminate this Offer by delivering written notice to Buyer not later than five days after Seller's Actual Receipt of the lender's decision and Buyer's earnest money shall be promptly returned.

■ **MULTIPLE OFFERS:** Seller shall promptly submit the accepted primary Offer to Seller's lender. Until final lender approval of a short sale is obtained, Seller may continue to market the Property and accept secondary offers. Depending upon the lender's policy, these secondary offers shall also be submitted to Seller's lender for approval, either immediately or one at a time. Buyer acknowledges that Seller's lender has sole discretion regarding which, if any, offer it approves regardless of the date and the order in which the offer was submitted by a Buyer or accepted by Seller.

THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH "X":

☐ **"AS-IS":** Seller is selling the Property "as-is." Seller has not made any warranty or representations regarding the condition of the Property and will not make any repairs or cure any defects. Accordingly, Buyer is responsible for determining the condition of the Property and has included all necessary inspection and testing contingencies in this Offer.

☐ **DEADLINES RUN FROM TIME OF LENDER APPROVAL:** All deadlines (excluding the deadline(s) for payment of earnest money), such as for the financing contingency and the inspection contingency, shall run from the time the Offer is considered approved (see lines 16-18 above) rather than from acceptance of the Offer.

☐ **DEADLINE FOR LENDER APPROVAL:** If Seller has not obtained all needed lender approvals on or before _____, _____, Buyer may terminate this Offer by delivering written notice to Seller and Buyer's earnest money shall be promptly returned. Buyer may not terminate this Offer if Seller delivers written notice of all needed lender approvals to Buyer prior to Seller's Actual Receipt of Buyer's written notice of termination.

☐ **CLOSING DATE:** This transaction shall close no later than _____ days ("30" if left blank) from the time the Offer is considered approved (see line 16-18 above).

■ **ADDITIONAL PROVISIONS:** _____

_____

_____

_____

_____

_____

_____

(Buyer's Signature) ▲ (Date) ▲ (Buyer's Signature) ▲ (Date) ▲

_____

(Seller's Signature) ▲ (Date) ▲ (Seller's Signature) ▲ (Date) ▲

Copyright © 2013 by Wisconsin REALTORS® Association; Drafted by Attorney Debra Peterson Conrad
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.