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Loss Mitigation & Mortgage Debt Negotiation Services Agreement

This Agreement is for Loss Mitigation and Debt Negotiation Services pertaining to the property located at: _____ and entered into on _____ (date) by and between ('Client'/'Seller') _____, and Capital Short Sale Group, LLC ('CSSG').

SERVICES PROVIDED

Based upon the Client's financial information and mortgage obligations, CSSG agrees to provide short sale negotiation services for the above-referenced property, including but not limited to:

- Preparation and submission of lender-required short sale documentation;
- Communication with lenders, servicers, investors, lienholders, attorneys, and other interested parties;
- Negotiation of purchase price (with short sale lender), payoff amounts, closing costs, deficiency balances, promissory notes, and other short sale terms;
- Coordination with the real estate agent regarding lender-required valuations, including Broker Price Opinions (BPOs) and appraisals;
- Distribution of approval letters, closing instructions, and settlement-related documents to the appropriate parties.

RESULT TO BE ACHIEVED

CSSG will use its best efforts to obtain short sale approval from the Client's lender(s). However, the Client understands and acknowledges that CSSG cannot guarantee any specific result, including approval of a short sale, waiver of a deficiency balance, release of liens, postponement of foreclosure, or the sale of the property. All decisions regarding a short sale remain solely with the lender(s), investor(s), and lienholder(s). Based upon the information provided, CSSG believes a short sale may be a viable option. Additional investigation, documentation, and lender authorization may be required before a final determination can be made.

DISCLOSURES

- A. The Client understands that if a short sale is not approved, the lender(s) may continue collection efforts, foreclosure proceedings, or other remedies available under applicable law.
- B. The Client understands that a short sale may result in a deficiency balance, promissory note, cash contribution requirement, tax consequences, issuance of an IRS Form 1099, or other lender-imposed conditions. The Client should seek independent legal and tax advice before accepting any short sale approval terms.
- C. The Client understands that a short sale may negatively impact their credit and should consult a qualified credit professional regarding any potential consequences.
- D. CSSG is not a licensed attorney, accountant, tax professional, financial advisor, credit counselor, or non-profit counseling agency. The Client is encouraged to obtain independent legal, tax, and financial advice.

Short Sale Contract Addendum

This Addendum is incorporated into and made part of the Purchase Agreement dated _____
by and between _____ ('Seller') and
_____ ('Buyer') concerning the property located at:

Property Address

Buyer and Seller Acknowledge and Agree:

1. Buyer(s) agree to pay Capital Short Sale Group, LLC ("CSSG") a consulting fee equal to 2% of the purchase price or \$6,000.00, whichever is greater ("*Negotiation Fee*"). The Negotiation Fee shall be due only upon successful settlement of the transaction. If the transaction does not close, no Negotiation Fee shall be due.
2. Buyer acknowledges that the Negotiation Fee is separate from and in addition to the purchase price. The Negotiation Fee shall be paid as a Buyer-paid closing cost and shall not be added to, included in, or "stacked" on top of the purchase price for purposes of determining the contract sales price.
3. Buyer and Seller understand and agree that CSSG will attempt to have certain buyer-related closing costs, including but not limited to buyer credits, transfer taxes, tax proration, owner's title insurance, settlement fee, and other allowable expenses, paid through the short sale approval process. This is not guaranteed and Buyer remains responsible for payment of the full Negotiation Fee regardless of the amount of lender-approved credits or closing cost contributions obtained.
4. The Negotiation Fee shall be disclosed on the settlement statement and disbursed by the settlement company at closing. If the short sale lender requires the fee to be removed from the settlement statement, Buyer agrees to wire the Negotiation Fee directly to CSSG no later than 24 hours prior to closing. Failure to remit the fee may result in cancellation of the closing and termination of the transaction. If funds are received by CSSG and the transaction does not close, CSSG shall refund such funds within fourteen (14) business days.

AGREED AND ACCEPTED:

Buyer Date

Seller Date

Buyer Date

Seller Date

