

M&T Bank ARM's Length Addendum - only complete form if there is a purchase offer on the property

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

This PreForeclosure 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 fair market value 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;
- (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;

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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: \_\_\_\_\_