



CHICAGO TITLE AND TRUST COMPANY

SHORT PAYOFF ACKNOWLEDGEMENT

DATE: _____ ESCROW NUMBER: _____

TO: Chicago Title and Trust Company, as Escrow Trustee:

The undersigned hereby agree to the following:

The closing of this transaction is subject to the Seller's successful negotiation with the lender(s) of record to accept a payoff of the current loan(s) in an amount that is less than the actual amount(s) owed. Escrow Trustee's receipt of (1) the lender(s) written approval letter of a "Short Payoff" addressed in a form acceptable to the title insurance provider and, (2) Seller's acknowledgement and approval of that "Short Payoff" approval letter, shall be deemed full satisfaction of this contingency in its entirety without further written instructions required. Seller is hereby advised to seek the advice of a qualified tax professional and/ or legal counsel prior to the closing of this transaction regarding the Seller's tax and/ or legal liability that may be incurred as a result of closing this transaction with a "Short Payoff".

SHORTPAY PROVISION: The closing of this transaction is subject to Seller's/ Borrower's successful negotiation with the lender(s) of record to accept a payoff for less than the actual amount(s) owed. The settlement agent is in receipt of written short pay approval(s). Seller/ Borrower has read and approved the short pay approval(s) that is considered his or her authorization to close.

As a condition of the short sale that is the subject of this transaction, settlement agent may be required to sign an affidavit or addendum to the lender's short pay agreement. Buyer and Seller acknowledge that the settlement agent agrees to sign the affidavit or addendum provided the assurances are true and correct. If settlement agent becomes aware of a fact(s) that contradicts the statements affirmed in the affidavit or addendum, Buyer and Seller authorized the settlement agent to disclose such fact(s) to the short sale lender(s).

Buyer and Seller further acknowledge any contradictions may impose additional requirements upon them to induce the settlement agent to close the short sale and for the title company to insure the new buyer and the new buyer's lender (if applicable). Buyer and Seller agree to cooperate with the settlement agent and the title company to satisfy any such requirements. If any information affirmed by any of the principals proves to be false, it shall be the responsibility of the breaching principal to defend the settlement agent and the title company.

A short payoff may have serious legal and/ or tax consequences. By signing below, the Buyer and Seller acknowledge that they have not received any legal or financial advice from either Chicago Title and Trust Company, Chicago Title, LLC or Chicago Title Insurance Company or their employees with regard to the subject matter of this transaction, any contracts previously entered into, or the legal effect of any documents that are a part of the closing. The Buyer and Seller understand that they have the right to obtain such advice from professionals of their own choosing prior to closing and acknowledge that they have either obtained such advice or have elected not to do so.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date