

**BUYER**  
**Affidavit of “Arm’s Length Transaction”**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ [Buyer] (Hereinafter referred to as “Buyer” and/or “Affiant”),  
being duly sworn, deposes and says, that s/he is the party purchasing the property identified as  
\_\_\_\_\_ [street address] from  
\_\_\_\_\_ [Seller] (herein after referred to as “Seller”) in a  
short sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there is no hidden or implied terms or special understandings between Seller, Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties;

Affiant further says that there are no agreements or understandings, written or implied, that will permit Seller to remain in the above mentioned property as a renter or to regain ownership of said property at anytime after the execution of this short sale transaction.

Affiant further says that beyond any contractual sales commissions owed to the Seller’s Agent and/or Buyer’s Agent, no party to this short sale transaction will receive any proceeds from the sale of the above mentioned property.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Name of Affiant

**BUYER'S AGENT**  
**Affidavit of "Arm's Length Transaction"**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as "Buyer's Agent" and/or "Affiant"),  
being duly sworn, deposes and says, that s/he is representing \_\_\_\_\_  
(hereinafter referred to as "Buyer") as his/her agent to the sale of the property identified as  
\_\_\_\_\_ [street address] from  
\_\_\_\_\_ (herein after referred to as "Seller") in a short  
sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller's Agent, Buyer's Agent, or Settlement Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there is no hidden or implied terms or special understandings between Seller, Buyer, Seller's Agent, Buyer's Agent, or Settlement Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties;

Affiant further says that there are no agreements or understandings, written or implied, that will permit Seller to remain in the above mentioned property as a renter or to regain ownership of said property at anytime after the execution of this short sale transaction.

Affiant further says that beyond any contractual sales commissions owed to the Seller's Agent and/or Buyer's Agent, no party to this short sale transaction will receive any proceeds from the sale of the above mentioned property.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Name of Affiant

**SELLER**  
**Affidavit of “Arm’s Length Transaction”**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ [Seller] (Hereinafter referred to as “Seller” and/or “Affiant”),  
being duly sworn, deposes and says, that s/he is the party selling the property identified as  
\_\_\_\_\_ [street address] to  
\_\_\_\_\_ [Buyer] (herein after referred to as “Buyer”) in a  
short sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there is no hidden or implied terms or special understandings between Seller, Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties;

Affiant further says that there are no agreements or understandings, written or implied, that will permit Seller to remain in the above mentioned property as a renter or to regain ownership of said property at anytime after the execution of this short sale transaction.

Affiant further says that beyond any contractual sales commissions owed to the Seller’s Agent and/or Buyer’s Agent, no party to this short sale transaction will receive any proceeds from the sale of the above mentioned property.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Name of Affiant

**SELLER'S AGENT**  
**Affidavit of "Arm's Length Transaction"**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as "Seller's Agent" and/or "Affiant"),  
being duly sworn, deposes and says, that s/he is representing \_\_\_\_\_  
(hereinafter referred to as "Seller") as his/her agent to the sale of the property identified as  
\_\_\_\_\_ [street address] from  
\_\_\_\_\_ (herein after referred to as "Buyer") in a short  
sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller's Agent, Buyer's Agent, or Settlement Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there is no hidden or implied terms or special understandings between Seller, Buyer, Seller's Agent, Buyer's Agent, or Settlement Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties;

Affiant further says that there are no agreements or understandings, written or implied, that will permit Seller to remain in the above mentioned property as a renter or to regain ownership of said property at anytime after the execution of this short sale transaction.

Affiant further says that beyond any contractual sales commissions owed to the Seller's Agent and/or Buyer's Agent, no party to this short sale transaction will receive any proceeds from the sale of the above mentioned property.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Name of Affiant

**SETTLEMENT AGENT**  
**Affidavit of “Arm’s Length Transaction”**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as “Settlement Agent” and/or “Affiant”), being duly sworn, deposes and says, that s/he is facilitating the closing and legal transfer of ownership from the Seller(s) of the property identified as \_\_\_\_\_ [street address] to the Buyer(s) in a short sale transaction;

Affiant further says that no party to the sales contract, including Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent, is a relative of, business associate of, or shares any business interest with, Seller;

Affiant further says that there is no hidden or implied terms or special understandings between Seller, Buyer, Seller’s Agent, Buyer’s Agent, or Settlement Agent which have not been made part of the written sales contract and which have not been disclosed to all interested parties;

Affiant further says that there are no agreements or understandings, written or implied, that will permit Seller to remain in the above mentioned property as a renter or to regain ownership of said property at anytime after the execution of this short sale transaction.

Affiant further says that beyond any contractual sales commissions owed to the Seller’s Agent and/or Buyer’s Agent, no party to this short sale transaction will receive any proceeds from the sale of the above mentioned property.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Affiant / Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Name of Affiant