

**Seller's Disclosure Agreement**

This agreement constitutes a written request by the undersigned individual(s) herein after "Seller(s)") to authorize Porama Srijinda, her employees, agents, and all other persons or entities she may engage or associate with for purposes of this transaction to review and negotiate a "short sale" or "negotiated settlement" with the lien holder(s) for this Property Address: \_\_\_\_\_

Seller(s) and Porama Srijinda acknowledge their understanding of and agreement that:

1. This agreement in no way suggests, promises, or guarantees a short sale of the property. It is not intended to defraud the Seller(s) in any way but is only an option of the Seller(s) to request an approval from their lien holder(s) to sell the property for less than the balance owed. Short sale eligibility is not a guarantee by Porama Srijinda, but is determined by the lien holder(s).
2. If a negotiation for a short sale is approved by the lien holder(s) and a sale of the property successfully closes, the Seller(s) may be liable for taxes. Seller should consult the Mortgage Forgiveness Debt Relief Act of 2007 with respect to federal tax implications. Porama Srijinda does not provide accounting, tax or legal advice and does not charge any upfront compensation from the Seller(s) for services. Porama Srijinda does not and will not represent Seller(s) in a foreclosure action involving the property. Seller(s) may decide and Porama Srijinda recommends Seller(s) seek advice from a cpa, licensed tax attorney, or foreclosure attorney with respect to this transaction.
3. Seller(s) acknowledge their understanding that the lien holder(s) may require Seller(s) to pay the difference, "remaining or shortfall balance" after closing through a deficiency judgment or a promissory note. Only the lien holder(s) and not Porama Srijinda, decide(s) whether such action will be taken. Seller(s) acknowledge that the lien holder(s) may advance foreclosure or sale of the property at auction, which actions are completely beyond Porama Srijinda's control and cannot otherwise be prevented or stopped by Porama Srijinda once begun.
4. Seller(s) hereby agree(s) to hold Porama Srijinda harmless for any liabilities and/or legal actions brought against Seller(s) by any and all parties involved, including but not limited to: claims, actions, causes of action, demands, rights, damages, costs, losses, or expenses whatsoever relating to the attempted short sale. Seller(s) also agree to defend and indemnify Porama Srijinda for any and all claims and liability to Porama Srijinda that result from Seller(s) wrongful acts or omissions when providing information to Porama Srijinda for purposes of the attempted short sale.
5. Porama Srijinda respects the privacy of the Seller(s) confidential information provided and shall take all reasonable efforts to protect Seller(s) confidential information while it is within Midwest Short Sale's control. Seller(s) understands and acknowledges that some or all of Seller(s) confidential information will be submitted by electronic means to and between Porama Srijinda, the lien holder(s) including email and/or internet communications. Such submissions may result in some or all of Seller(s) data submitted to Porama Srijinda stored at Porama Srijinda location at a hosted data storage location. Seller(s) understand and acknowledge that data submitted through the internet or stored at a hosted data storage location may be or become unsecure. Seller(s), however, accept this risk and shall hold Porama Srijinda harmless of any liabilities or damages related to any submissions via electronic, email or internet communication, which liability or damage results from actions or conduct outside Porama Srijinda control.

Seller(s) have read and fully understand and acknowledge the terms and disclosures stated above. Seller(s) acknowledge that this short sale request is based on financial hardship and that any and all collection activity (including foreclosure proceedings if applicable) will continue until and approved short sale has closed, the account has been settled or otherwise been resolved. Seller(s) have disclosed all liens, judgments, notes, or any other encumbrances affecting the property and all information and/or documentation to Porama Srijinda is complete, true, accurate to the best of my/or knowledge. If it is determined that the Seller(s) provided information that was misrepresented or withheld, whether intentional or unintentional, Sellers will be liable and take full responsibility for any and all losses or damages suffered by Porama Srijinda or the lien holder(s), and/or all other parties involved. Sellers acknowledge their obligation to advise and provide documents to Porama Srijinda concerning any change(s) in Seller(s) financial situation, ability to sell the property, or the property's status prior to close of the proposed short sale and further that Porama Srijinda reserves the right to terminate this short sale request at its' discretion if Seller(s) fail to cooperate and/or provide information or documentation deemed necessary by Porama Srijinda.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller Printed Name

\_\_\_\_\_  
Seller Printed Name