



Ocwen Loan Servicing, LLC

PO Box 780

Waterloo IA 50704-0780

HELPING HOMEOWNERS IS WHAT WE DO!™

OCWEN.MORTGAGEBANKSITE.COM

Short Payoff Arms-Length Affidavit

Servicer Loan #:

Property Address:

This certifies that the parties involved in this transaction are unrelated and unaffiliated by family, marriage, or commercial enterprise and this is an arm's length transaction.

There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgage Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except to the extent that the Borrower is permitted to remain as a tenant on the Mortgaged Premises for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation.

Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgage Premises unless otherwise approved in a government program (and specified in the servicer's short sale approval letter). There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgage Premises that have not been disclosed to the Servicer.

The purchaser cannot resell the property within thirty (30) days of the short sale settlement date, nor can the purchaser resell the property for greater than 120% of the short sale price within ninety (90) day of the short sale settlement date.

Each signatory understands, agrees and intends that the Servicer and Investor are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgage Premises.

A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage.

All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short payoff transaction have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement.



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Each signatory understands that a misrepresentation may subject the responsible party to civil and/or criminal liability.

Borrower Printed Name

Borrower Signature

Co-Borrower Printed Name

Co-Borrower Signature

Buyer Printed Name

Buyer Signature

Co-Buyer Printed Name

Co-Buyer Signature

Listing Real Estate Agent Printed Name

Listing Real Estate Agent Signature

Selling Real Estate Agent Printed Name

Selling Real Estate Agent Signature

Escrow/Title Agent or
Transaction Facilitator Printed Name*
(if applicable)

Escrow/Title Agent or
Transaction Facilitator Signature*
(if applicable)

Ratified Sales Contract Date
(Date sales contract was executed)

* If the Escrow Closing Agent Signature is prohibited by applicable local, state, or federal law by executing the associated transaction relevant to this property the Escrow Closing agent agrees to not act as the closing agent on a subsequent transaction involving the subject property within one year of the closing of this transaction. Signature is required if not prohibited by applicable local, state or federal law.



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The certification will survive the closing of the transaction.

Please Note:

This is an attempt to collect a debt and any information obtained will be used for that purpose, provided if you have an active bankruptcy case or have received a discharge, the following Notice Regarding Bankruptcy applies.

Notice Regarding Bankruptcy:

If you are a debtor in an active bankruptcy case, this letter is not an attempt to collect either a pre-petition, post petition or discharged debt and no action will be taken in willful violation of the Automatic Stay that may be in effect in your bankruptcy case. Furthermore, if you have received a Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in your property and is not an attempt to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice. Finally, if you are in an active Chapter 11, 12, or 13 case, and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your bankruptcy plan.

Texas Residents:

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at

www.sml.texas.gov or obtained from the Department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.



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State of _____

County of _____

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their free act and deed and in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____