Financial Representations Addendum to Exclusive Right of Sale Listing Agreement

NASSAU COUNTY MULTIPLE LISTING SERVICE

The clause below will be incorporated in the Listing Agreement between _____(Seller)

and_____(Broker) regarding Real Property Street Address:_____

_____

Legal Description:_____

SELLER represents that the listing price **will produce sufficient funds** to satisfy all mortgages and liens encumbering the property and pay all closing costs as described in the Exclusive Right of Sale.
_____/_____ **initials of seller**

SELLER represents that the listing price **may NOT produce sufficient funds** to satisfy all mortgages and liens encumbering the Property and pay all closing costs described in the Exclusive Right of Sale **but SELLER has readily available funds** to satisfy same. _____/_____ **initials of seller**

SELLER represents that the listing price **will NOT produce sufficient funds** to satisfy all mortgages and liens encumbering the property and pay all closing costs described in the Exclusive Right of Sale and that **SELLER does not have funds available** to pay the deficiency. Lender, other encumbrance holders, and/or court approval may be required. The Listing Agreement **Short Sale Addendum (ERSA-1) is REQUIRED. See attached._____/_____initials of seller**

This is a **PRE-FORECLOSURE** Property, meaning that SELLER **is not current** on the payment of all mortgages and other encumbrances on the Property, and the encumbrance holder has provided notice of possible foreclosure proceedings or has already filed foreclosure proceedings. Lender, other encumbrance holders, and/or court approval may be required. The Exclusive Right of Sale **Short Sale Addendum (ERSA-1) is REQUIRED. See attached.**
_____/_____ initials of SELLER

SELLER has acquired owner ship to the Property through Foreclosure Proceedings. SELLER hereby authorizes Broker to disclose, advertise, and market the Property publicly as a **"FORECLOSED / FORECLOSURE / etc"** Property as permitted in the NCMLS system, in other public marketing media, and as part of any signage advertising the Property. SELLER acknowledges that this disclosure, advertising and marketing may be provided to the general public and displayed on public websites. _____/_____**initials of SELLER**

NOTE: IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON SELLER AGREES TO IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL REPRESENTATIONS AS APPROPRIATE.

_____	_____	_____	_____
SELLER	**DATE**	**SELLER**	**DATE**
_____	_____	_____	_____
BROKER	**DATE**	**LISTING ASSOCIATE**	**DATE**

NCMLS FR-1 Rev. 2/2010 Nassau County Multiple Listing Service, Inc.