



HOLD HARMLESS AGREEMENT:

“Seller”, as described herein means any and all sellers of/for the property located at:

and includes both the singular and the plural, as applicable. “Stewart Title”, as described herein means Stewart Information Services Corp., Stewart, Stewart Title, Stewart Title Company, Stewart Title Guaranty, Stewart Title Michigan and any subsidiaries, affiliates, holdings, employees, agents, successors and assigns.

Seller acknowledges and affirms neither this document nor any document provided to Seller by Stewart Title, by any employee or agent of Stewart Title or by any other party (real estate agent, broker, lender, attorney, etc.) on behalf of or in connection with Stewart Title constitutes a written contract or agreement of any kind between Stewart Title and Seller.

Seller acknowledges and affirms neither Stewart Title nor any of its employees or agents has made any oral agreements or contracts with Seller. Nor has Stewart Title or any of its employees or agents made any oral promises, representations or inducements of any kind (either positive or negative) upon which Seller has relied, whether to act or not act, in requesting Stewart Title to process Seller’s short sale.

Seller may, at any time, for any reason, and without penalty, choose not to have Stewart Title process Seller’s short sale, and Seller may work with any other party of Seller’s choosing. Stewart Title may also, at any time, for any reason, and without penalty, cease processing Seller’s short sale.

Seller acknowledges that Stewart Title may be remunerated by Seller’s lender(s) or other party holding or servicing Seller’s mortgage note(s), in connection with Seller’s short sale. Such remuneration does not constitute a contract between Stewart Title and Seller and Seller acknowledges and affirms that Seller is not and would not be a third-party beneficiary as a result of any such remuneration received by Stewart Title.

Seller expressly acknowledges that although Stewart Title or its employees or agents may have interactions with Seller’s lender, real estate agent, broker, attorney and/or other parties involved with or ancillary to Seller’s short sale, Stewart Title and its employees or agents has not been and will not be an employee or agent of Seller. Seller further acknowledges that Stewart Title does not have any fiduciary duty, duty at common law or other responsibility toward Seller.

Seller acknowledges that Stewart Title has not, cannot and will not make any promises, guarantees, warranties (express, implied, limited, of merchantability or otherwise) or any

other representations as to the results of processing or not processing Seller's short sale. Seller may incur additional debt, have tax consequences, be foreclosed upon, be subject to collection activity including litigation and garnishments, be subject to eviction proceedings and be subject to negative credit report activity which may affect future purchasing ability, ability to obtain financing, ability to obtain housing, ability to obtain employment and ability to obtain security clearances, as well as be subject to other at-present-unforeseen negative consequences.

With regard to the foregoing and Stewart Title's processing of Seller's short sale, Seller expressly waives liability of any and all kinds, whether in contract or in tort, and holds Stewart Title and its employees and agents harmless from any such liability. Seller's waiver and holding harmless shall be in effect before, during and after the short sale process, whether or not the short sale process is completed and whether or not Stewart Title voluntarily ceases to process Seller's short sale.

This document shall be construed according to the laws of the State of Michigan.

Dated: _____

Seller(s):

