

Liberty Realty
HOLD HARMLESS AGREEMENT
SELLER FINANCING

Parties: Seller: _____
 Buyer: _____
 Address (Property): _____
 City, State, Zip: _____

EVENT OF BUYER IN DEFAULT CONCERNING DEED OF TRUST HELD BY SELLER:

The Buyer and Seller acknowledge the fact that the Deed of Trust held by the Seller can result in the loss of equity and/or foreclosure caused solely by either the Seller or the Buyer's conduct. In the event of the Buyer's non-performance during a Deed of Trust held by the Seller remains liable for the underlying mortgage's payment and is responsible for the costs and expenses of foreclosure. Further the Seller is unable to accept any payment from the buyer during the foreclosure and as a result must pay the underlying mortgage to avoid credit problems. Liberty Realty has no involvement in the foreclosure of the property. The Seller and Buyer assume this risk independent of Liberty Realty.

Seller(s) Initials: _____ **Buyer(s) Initials:** _____

SELLER SHOULD OBTAIN CREDIT REPORT: For the protection of both the Buyer and the Seller, Liberty Realty recommends a credit report, concerning the Buyer's credit, be gained by Seller and accepted or rejected, in writing, by the Seller. The Seller makes this decision absolutely independent of Liberty Realty.

Seller(s) Initials: _____ **Buyer(s) Initials:** _____

AGREEMENT TO HOLD HARMLESS: It is hereby understood that Liberty Realty and its agents take no position and have offered no advice concerning the legal and tax consequences of the _____ (type of financing) pertaining to the property. The Seller and Buyer hereby hold Liberty Realty harmless and release Liberty Realty from any and all liability concerning this transaction. This is a binding contract and removes the Seller and Buyer's ability to sue Liberty Realty. All risk is assumed by the Seller and Buyer. If any portion of this type of transaction is not completely understood, the Buyer and Seller are recommended to seek competent legal or tax representation.

Seller(s) Initials: _____ **Buyer(s) Initials:** _____

My signature below indicates that I have read, understood, and agree with this Hold Harmless agreement. I hereby hold Liberty Realty harmless concerning this transaction. This is a binding contract. If any portion of this waiver is not understood I should consult with an attorney/accountant of my choice.

 SELLER PRINTED NAME / SIGNATURE DATE

 BUYER PRINTED NAME / SIGNATURE DATE

 SELLER PRINTED NAME / SIGNATURE DATE

 BUYER PRINTED NAME / SIGNATURE DATE

 SELLER'S AGENT

 BUYER'S AGENT

 SELLER'S COMPANY
 07/06

 BUYER'S COMPANY