

**Seller Carryback Agreement**

This Agreement is effective \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, hereafter referred to as "Seller", and \_\_\_\_\_, hereafter referred to as "Buyer", and, Deborah A. Boni, a licensed Mortgage Loan Originator, hereafter referred to as "MLO".

Whereas, Seller wishes to sell the property located at (address) \_\_\_\_\_ in (City, State, Zip) \_\_\_\_\_, and Seller is willing to finance the purchase of the property for Buyer. In connection with Buyer's ability to qualify for financing, both parties agree to allow MLO to evaluate Buyer's financial condition and obtain information necessary to provide a report to Seller regarding Buyer's qualification, which may include, but not limited to, credit, income, debts, assets and liabilities.

**Authorization to Release Information:**

In connection with the purchase of a property, Buyer has applied for seller financing. Buyer is authorizing the verification of information or other documents provided or required by MLO in connection with the transaction. Buyer hereby authorizes the release to MLO of any written or verbal information at any time requested, along with copies of any documents, such as but not limited to Buyer's employment, checking and/or savings accounts, obligations, payment history, and any and all other credit matters for the purpose of a credit transaction. **A copy of this authorization may be reproduced and/or photocopied, and a copy shall be accepted as an original.**

**Indemnification:**

Seller and Buyer shall defend, indemnify and hold MLO harmless, and shall reimburse MLO for any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of or resulting from or relating to (a) any misrepresentation or fraud by Buyer, Seller or other third party in connection with any information provided to MLO, (b) any material act or omission by Buyer, Seller or other third party which adversely affects information provided to MLO, or (c) any claim resulting from the actions of Buyer, Seller or other third party resulting in a liability to MLO. Without limiting the foregoing, the parties' obligations shall include costs and expenses associated with the efforts of MLO to defend or enforce this Agreement or any subsequent claim against MLO. In all actions with third parties in which MLO has the right to be indemnified hereunder, MLO shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action. This statement is made free of any duress.

**Seller:**

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Email \_\_\_\_\_  
Phone # \_\_\_\_\_  
Date \_\_\_\_\_

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Email \_\_\_\_\_  
Phone # \_\_\_\_\_  
Date \_\_\_\_\_

**Buyer:**

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Email \_\_\_\_\_  
Phone # \_\_\_\_\_  
Date \_\_\_\_\_

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Email \_\_\_\_\_  
Phone # \_\_\_\_\_  
Date \_\_\_\_\_