

MI & MN PROPERTY SELLING DURING REDEMPTION PERIOD
Indemnity and Hold Harmless Agreement

For purpose of this Indemnity and Hold Harmless Agreement (Agreement,) the Seller is:

- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
 Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for
_____ (Insert Name of Trust and Trust Number)

THIS AGREEMENT is made and entered into this ___ day of _____, 20____, by
_____ (“Purchaser”), and Federal
Home Loan Mortgage Corporation (“Seller”).

This Agreement is to be made a part of the Occupied Auction Purchase and Sale Agreement Redemption
Version between Seller and Purchaser, for the property located at 27665 HILLER ST HARRISON TOWNSHIP,
MACOMB MI, 48045 (Property) and as fully described on Exhibit “A”.

The Sales Price of the property is \$ _____ and the Foreclosure Bid Amount is
\$ 199,700.00.

WHEREAS Michigan and Minnesota law allows certain persons with a former interest in the Property,
including junior lien holders, to redeem title to the Property by tendering payment of all lawful charges
related to the debt within the redemption period. Seller acquired this Property by foreclosure and the
redemption period has not yet expired.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and
other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is
hereby agreed as follows:

1. Purchaser understands Seller obtained a title interest in the Property by foreclosure, forfeiture or similar
process and will transfer said interest in title to Purchaser subject to the right of redemption and the
rights of persons in possession.
2. Purchaser hereby acknowledges the existence of the right of redemption during the redemption period,
which affects this Property and will independently or with advisement of counsel, determine the date that
the redemption period will expire.
3. Purchaser agrees that they have had the opportunity to seek legal counsel regarding the purchase of
interest in the Property during the redemption period prior to executing this document so they can be
fully aware of how this purchase differs from other real property transactions.
4. Purchaser understands if the Property redeems during the redemption period, the redeemed amount
that the Purchaser will receive is based on the Foreclosure Bid Amount outlined above and may be
higher or lower than the sales price amount, also shown above. If the redemption amount is less than
the sales price, this will create a loss to the Purchaser. Purchaser acknowledges and understand that
Seller will not pay any amount to Purchaser for any loss the Purchaser incurs if the Property is redeemed,
and the redemption amount is lower than the sales price.
5. Purchaser hereby agrees to Indemnify the Seller, for any and all actions, suits, legal costs, and expenses
(including attorney’s fees and costs) arising from anyone exercising the right of redemption on or before
the redemption period has expired.

6. Purchaser acknowledges and agrees that Seller is not responsible for, and Purchaser does hereby fully release Seller and its agents and contractors acting under its direction from any and all claims for any other losses, costs, charges, rents, expenses, or consequential damages and injuries arising from, or in any way related to the sale of the Property to Purchaser during the redemption period or any redemption of the Property including, but not limited to, any moving expenses, permanent improvements or repairs to the Property, enhanced or diminished value to the Property, taxes paid or assessed, rents due, or insurance premiums paid.
7. The terms and conditions of this Agreement shall be effective upon the date above written and continue in full force and effect with regard to the indemnification until expiration of the redemption period. The release provided by Purchaser to Seller as provided in Section 6 above shall remain in effect.
8. This Agreement shall be governed by the laws of the State of Minnesota or Michigan, depending on the state where the Property is located, and should any portion of this Agreement be deemed to be unlawful or unenforceable, that portion alone shall be voidable, and all other portions shall remain, in whole or in part, in full force and effect.
9. Now therefore, Purchaser on Purchaser's behalf and on behalf of any and all subsequent heirs, successors and/or assigns, hereby acknowledges, and agrees that Purchaser wishes to purchase the Property As-Is during the redemption period and according to points outlined above. Purchaser further agrees to irrevocably and forever release, discharge, waive, hold harmless and indemnify Federal Home Loan Mortgage Corporation and its conservators, regulators, trustees, officers, employees, agents, representatives, successors and/or assigns; Radian Real Estate Management LLC, its employees, agents and assigns; the designated Closing Agent, its employees, agents and assigns; the designated Listing Broker, its employees, agents and assigns; and the designated Selling Broker, its employees, agents and assigns from all claims, losses, causes of action and liabilities of any kind and of whatsoever nature, including attorney's fees, which may arise out of or relating in any way to any issue referenced herein above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first appearing above.

THE UNDERSIGNED APPROVE AND ACCEPT THIS AGREEMENT AND ACKNOWLEDGE THIS AGREEMENT TO BE A PART OF THE PURCHASE AND SALE AGREEMENT.

SELLER:

- Federal Home Loan Mortgage Corporation
- Federal Home Loan Mortgage Corporation as Trustee for _____

By: _____
as Power of Attorney

Print Name and Title

Date: _____

BUYER(S):

Signature

Printed Name

Date: _____

Signature

Printed Name

Date: _____