



This seller qualifies and is not required to furnish the Sellers Disclosure Notice under the Texas Property Code as this is Real Estate Owned property.

This is an institutional bank owned type seller and at times offer negotiations/acceptance and the under contract process will take time for their internal review. These types of sellers also typically elect to not sign MUD, HOA, etc... documents until a purchase contract is being signed.

NO CREATIVE FINANCE OR SELLER FINANCE. Love letters will not be considered.

Submit offers as instructed in the agent remarks and take note of the Technology Fee buyer agent must pay at closing. All offers must be submitted within the Prop Offers system, please see instructions at end of this file.

All terms must be negotiated via Prop Offers system and contract package must be included- use the Agent Comments box for additional terms (who pays survey, who pays title, home warranty, et cetera). Once offer is accepted a detailed Offer Accepted email will be sent with next steps and instructions.

- Buyer Agent Compensation needs to be submitted within Prop Offers section that corresponds to this request – please do not leave out when submitting your offer. This is the same if any specific seller paid closing costs are being requested. Please make sure that you include your compensation in Section 12B(1) of the TREC contract since it is paid by the seller.
- Buyer name must be entered in prop offers system as it will show on the contract.
- Our agents can NOT provide information about other offers including whether or not other offers have been received. We understand that your client(s) would like this information. Our client prices competitively, so we suggest informing your client(s) that there will likely be broad interest and multiple offers for the listing.
- If your offer is submitted or accepted, please make sure that you are monitoring your emails for a confirmation email that your offer was successfully submitted and/or received from Prop Offers system. All updates regarding your offer will be sent from the Prop Offers system and by email if the seller decides to proceed with your offer.
- We recommend that all offers be submitted at their highest and best. The seller may or may not request the highest and best offers prior to acceptance. You must monitor emails from Prop Offers and always respond to seller via Seller Counter Offer tasks that trigger – please see pdf file below.
- No assignments or wholesalers.

- Survey's or T-47 documents will be determined once under contract by the title company.
- If the property says Active in the MLS, but Offer Accepted or Pending in Prop Offers system, this means that an offer is currently being reviewed but there isn't an executed contract yet & the seller is still accepting and considering offers. Please feel free to still submit your client's offer if they are interested.

Once an offer has been accepted, a complete seller sales addendum will be provided with full instructions on how to compile the package. Contract package should include the seller purchase addendum (the example below is for reference only), TREC State Board Contract (One to Four, Condominium, etc) , if an LLC buyer – Certificate of Formation, Articles of Incorporation, and any other addendum's required for this closing (MUD, HOA – if applicable).

If using seller's title company please use TBD on contracts for now. Buyer can use their preferred title company but must pay for title, otherwise seller prefers their title company is used. Seller will not pay for survey or HOA.

If buyer is an entity, then certificate of formation is required and operating agreement. Buyer cannot sign as ABC LLC, they must sign with their legal name or <person's name>, managing member of ABC LLC.

No modifications are allowed to the seller's sales addendum whatsoever.

Important Items to note:

Buyers to verify all room dimensions

For financing inquiries - buyer and their lender will need to determine which loan type is appropriate and whether the property condition meets the lender's financing requirements. The listing office will have the MLS updated to the best of our knowledge of possible/accurate financing options based on property condition. Ultimately, this is for the lender and buyer to determine if their financing type can qualify.

Utilities - There are no guarantees utilities will remain active and/or be activated by seller prior to buyer inspections/appraisal. Buyers cannot briefly activate utilities in their name either. If this is not understood or you need clarity, please ensure you discuss this with Luxely Operations prior to seller signing contracts. Seller elects to keep utilities off if not activated at their sole discretion.

Buyers cannot perform any type of inspections until they have received a fully executed contract package signed by the Seller.

An offer shall be considered accepted by Seller only upon the execution of the final contract documents by all parties – seller signatures required to be considered accepted.

Option Period – A property that has winterized plumbing does not stop option period from starting, please ensure to discuss this upfront with buyer and our team if winterized when ratified contract received. Please ensure to note that only a mutually agreed upon amendment signed by both buyer/seller can extend the option period. Submitting a concession request or option period extension does not stop the option period days. Other than a mutual agreed extension to option period, a notice of termination is the other protection available to your buyer.



See following for list agent info:

- Listing Broker Firm: Luxely Real Estate
- License #: 9008399
- Listing Associate's name: Jonathan Layton
- License #: 537860
- Listing Associate's email: jon@luxelyre.com
- Phone: 214-516-5497
- Listing Brokerage Office Address: 801 Travis St Ste 2101, Houston, TX 77002

The information contained herein is deemed reliable but is not warranted or guaranteed by the Broker or Seller. The Broker (Luxely Real Estate, LLC) does not assume liability for typographical errors, misprints, nor for misinformation that may have been pulled from internet data searches to complete MLS. All property is subject to change, withdrawal, or prior sale. All offers are subject to client approval. All BUYERS & AGENTS MUST VERIFY ALL INFORMATION INDEPENDENTLY.

Some of the properties we list present an inherent risk due to the nature of their condition. If you and your client WILLINGLY view our listings in person and you get injured/hurt, or killed, you and your clients hereby agree to release and hold harmless the seller, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind, financial or otherwise, sustained or arising from the undersigned's entry onto and physical inspection of the subject property.

**Example Only - Please do not
use in Contract Package**

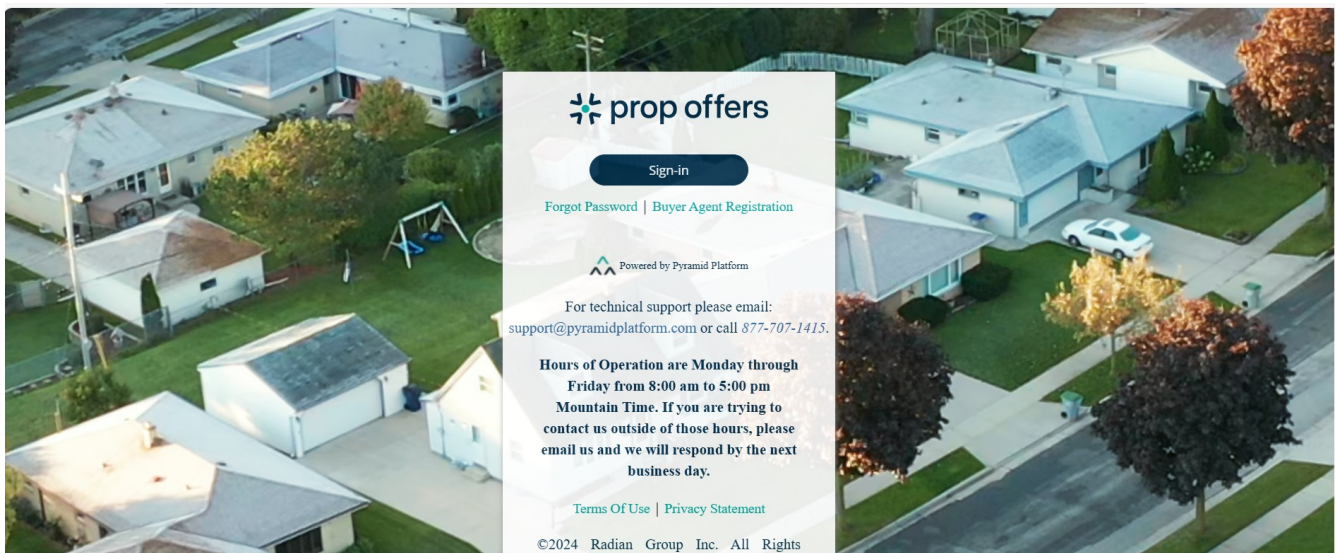


Prop Offers – System Navigation

How to Submit an Offer

[PROP OFFERS](#)

Click on Buyer Agent Registration



Enter your Email to receive a Verification Code



PropOffers.com is powered by Pyramid Platform, a service provided by homegenius Real Estate LLC. If you are already registered as an agent with Pyramid Platform you may use that same username and password for PropOffers.com.

Email

Continue

Look in your email and enter the Verification Code received:



A verification code was sent to *******@*****.com**. Enter the code below to
confirm your email address.

Verification Code

Haven't received it? [Send a new code](#)

Verify

Complete registration process



PropOffers.com is powered by Pyramid Platform, a service provided by homegenius Real Estate LLC. If you are already registered as an agent with Pyramid Platform you may use that same username and password for PropOffers.com.

First Name	Last Name
------------	-----------

Phone

Brokerage	Broker Name
-----------	-------------

Street Address	City
----------------	------

State	ZIP Code
-------	----------

License Number	License Expiration	License State
----------------	--------------------	---------------

☐ I agree to the PropOffers [Terms of use](#)

Continue

Go back to Sign In and sign into the prop offers system



Email

Password

Sign In

[Forgot Your Password?](#)

Search for the property address



HOME

PROFILE

ABOUT ▼

LOG OUT

0 Pending Tasks

Offer History

Property Search

PROPERTY SEARCH

Listing Type:

All

Listing Number:

Status

- All -

Address:

City:

State:

TX

Zip:

Min Bed:

Min Bath:

Min SQFT:

Min Year Built:

Min Price:

Max Bed:

Max Bath:

Max SQFT:

Max Year Built:

Max Price:

GO

Clear All

homegenius | titlegenius by Radian

Save clients up to

25%*

on closing costs nationwide

Seamless Path to Closing

Lower Costs

Exceptional Support

Real Time Updates

Learn More →

*Potential savings may vary. Florida: Radian Instant Rebate is consistent with the Butler Rebate as permitted in the Florida Supreme Court decision Chicago Title Insurance Co. v. Butler, 770 So. 2d 1210, 1221, 2000 Fla. LEXIS 2624, *92. All other states: National averages of competitor standard rates as of July 2023. Annual Premium for basic policy, coverage and discounts may vary and may not be available in all states and situations.

Example Only - Please do not use in Contract Package

Once found, the property will show up at the bottom of the screen



HOMEPROFILEABOUT▼LOG OUT

PROPERTY SEARCH

Listing Type:
All

Listing Number:

Status
- All -

Address:

City:

State:
TX

Zip:

Min Bed:

Min Bath:

Min SQFT:

Min Year Built:

Min Price

Max Bed:

Max Bath:

Max SQFT:

Max Year Built:

Max Price

GO

Clear All

Save clients up to
25%*
on closing costs nationwide

Seamless Path
to Closing

Lower
Costs

Exceptional
Support

Real Time
Updates

Learn More →

*Potential savings may vary. Florida: Radian Instant Rebate is consistent with the Butler Rebate as permitted in the Florida Supreme Court decision (Chicago) Time Insurance Co. v. Butler, 729 So. 2d 1210, 1221, 2000 Fla. LEXIS 2024, *32. All other states: National averages of competitor standard rates as of July 2022. Annual Premium for basic policy, coverage and discounts may vary and may not be available in all states and situations.

If you are unable to locate the property you are searching for, please try only entering the house number in the Address box and clicking "Go."

Found 1 Matching Records

PRICE	ADDRESS	STATUS	BEDS	BATHS	YEAR BUILT	SQFT
	321 Street	Listed	5	2	2001	

Click on the Address, which will then open up the next screen where the submit offer button is located



HOMEPROFILEABOUT▼LOG OUT

321 Streeet, City - State - Zip

Pictures

Map

Listing Number:

Agent: Jonathan Layton

Phone: (281) 357-9887

Bed:

Bath: SQFT:

Year:

Lot:

Status: Listed

Comments:

CLOSE

REQUEST INFORMATION

SUBMIT OFFER

Example Only - Please do not use in Contract Package

Scroll down further for Offer History and Submit remaining information, then Save and Submit – Offering Price, Down Payment, Earnest Money, Loan Type, Lender PreQualified, Financing Deadline (Days), Days To Close, Inspection Deadline (Days)

Definitely please ensure to enter Buyer Agent Compensation now as well if you are wanting a commission to be paid by seller.

prop offers

SELECT

Offer Type:	<input type="text" value="Buyer Offer"/>
Response Deadline:	
Offer Date:	<input type="text" value="4/9/2025"/>
Current List Price:	<input type="text"/>
Offering Price:	<input type="text"/>
Down Payment:	<input type="text"/>
Earnest Money Deposit:	<input type="text"/>
Loan Type:	<input type="text" value="Unassigned"/>
Lender PreQualified:	<input type="text" value="Unassigned"/>
Financing Deadline (Days):	<input type="text"/>
Days To Close:	<input type="text"/>
Inspection Deadline (Days):	<input type="text"/>
Extended Close Date:	<input type="text"/>

Seller Concessions

Buyer Closing Costs:	<input type="text"/>
Buyer Agent Compensation:	<input type="text"/>
Loan Points:	<input type="text"/>
Repairs:	<input type="text"/>
Pest/Termite:	<input type="text"/>
FHA/VA Non Allowables:	<input type="text"/>
Home Warranty:	<input type="text"/>
Other Seller Concessions:	<input type="text"/>
Offer Comments:	<input type="text"/>

Save And Submit

Example Only - Please do not use in Contract Package

Email will be sent confirming the offer was entered correctly:

From: SystemMessage@pyramidplatform.com
Date: April 9, 2025 at 7:04:23 PM CDT
To: Info ·
Subject: Offer Confirmation Address: 1626 W 6TH ST, FREEPORT, TX, 77541, Loan # 321630
Reply-To: "SystemMessage@PyramidPlatform.com" <SystemMessage@pyramidplatform.com>

Dear

Your offer submitted on behalf of has been submitted to the Seller for consideration. You will be notified of the Seller's response via email. A copy of the Offer Management Fee Agreement that you accepted when the offer was submitted is attached for your records.
E-mail sent from SystemMessage@PyramidPlatform.com. Reply will be directed to this address.

How to Respond to a Seller Counter

An email will be sent to notify when a seller counter has been sent – which will alert to login to Prop Offers system

Offer Countered - , Address: 321 Street - City State Zip

S

SystemMessage@PyramidPlatform.com

To: Info

Cc:

Dear Agent ,

Please be advised that the offer from has been countered by the Seller.

Seller Response: Counter Offer

Seller Counter Offer Price:

Immediately upon logging back into Prop Offers – You will see Pending Tasks section – Please click on Seller Counter Offer task.



HOME

PROFILE

ABOUT ▼

LOG OUT

1 Pending Tasks

Offer History

Property Search

PENDING TASKS

These are your pending task(s) that need to be addressed. If this section is blank you have no active tasks.

Task	Address	Buyer
Seller Counter Offer		

homegenius | titlegenius by Radian

Save clients up to

Example Only - Please do not use in Contract Package

You will then see a similar screen when the initial offer was submitted. Scroll down to see Accept, Reject, or Counter buttons. The Offer Type will tell you if this is a direct Seller Counter or if this is a Highest and Best Request.

If the seller has requested Highest and Best – you will need to Counter. If the seller has issued a direct counter offer that is acceptable for buyer, you can Accept. If the counter offer is not acceptable, you will need to Counter the terms.



HOME

PROFILE

ABOUT ▾

LOG OUT

Withdraw

Close

Property Detail

* Required for all offers. ** Required for financed offers

BUYER INFORMATION

Buyer First Name/Company Name: *

Buyer Last Name/Company Type (Inc. LLC, etc): *

Buyer Phone: *

LENDER INFORMATION

Lender: **

Lender Contact: **

Lender Phone: **

Lender Fax:

AGENT INFORMATION ^W

Agent First Name:

Agent Last Name:

Agent Phone:

Agent Email:



OFFER HISTORY

PI

SELECT

Accept

Reject

Counter

Offer Type:

Seller Counter ▾

Buyer Offer ▾

Response Deadline:

Offer Date:

4/10/2025

4/9/2025

Current List Price:

Offering Price: *

Down Payment *

Earnest Money Deposit: *

Loan Type: *

Cash ▾

Cash ▾

Lender PreQualified: *

Yes ▾

Yes ▾

Financing Deadline (Days): *

0

0

Days To Close: *

30

30

Inspection Deadline (Days): *

5

15

Extended Close Date:

Seller Concessions

Buyer Closing Costs:

\$0.00

\$0.00

Buyer Agent Compensation:

Loan Points:

\$0.00

\$0.00

Repairs:

\$0.00

\$0.00

Pest/Termite:

\$0.00

\$0.00

FHA/VA Non Allowables:

\$0.00

\$0.00

Home Warranty:

\$0.00

\$0.00

Other Seller Concessions:

\$0.00

\$0.00

Offer Comments:

Example Only - Please do not use in Contract Package

If you click Counter – you will see this prompt – Click Ok

propoffers.com says

Are you sure you want to make a counter?

OK

Cancel

You will then see this new screen pop up which will allow you to enter Buyer Counter offer information, then Save and Submit



OFFER HISTORY

	Buyer Counter	Seller Counter	Buyer Offer
Offer Type:	Buyer Counter	Seller Counter	Buyer Offer
Response Deadline:			
Offer Date:	4/10/2025	4/10/2025	4/9/2025
Current List Price:			
Offering Price: *			
Down Payment *			
Earnest Money Deposit: *			
Loan Type: *	Cash	Cash	Cash
Lender PreQualified: *	Yes	Yes	Yes
Financing Deadline (Days): *		0	0
Days To Close: *		30	30
Inspection Deadline (Days): *		5	15
Extended Close Date:			
Seller Concessions			
Buyer Closing Costs:	\$0.00	\$0.00	\$0.00
Buyer Agent Compensation:			
Loan Points:	\$0.00	\$0.00	\$0.00
Repairs:	\$0.00	\$0.00	\$0.00
Pest/Termite:	\$0.00	\$0.00	\$0.00
FHA/VA Non Allowables:	\$0.00	\$0.00	\$0.00
Home Warranty:	\$0.00	\$0.00	\$0.00
Other Seller Concessions:	\$0.00	\$0.00	\$0.00
Offer Comments:			

Save and Submit

Example Only - Please do not use in Contract Package

Then make sure that your offer documents are still in place, they can still be the same that were initially submitted with the initial offer – then Submit Offer to officially respond back to the seller.

OFFER DOCUMENTS

×

Your Purchase Contract attachment MUST include with it a copy of the EM Check (or Proof of EM Funds/EM Wire receipt), Pre Approval Letter (for financed offers) or Proof of Funds letter (for Cash Offers). Your offer WILL NOT be considered if your document is missing any of this information.

Close

Submit Offer

Seller Addendum to Contract of Sale

**This Addendum is to be made a part of the agreement ("Contract of Sale") dated _____, between
("Seller") and ("Purchaser") for the Property and improvements located at:
(the "Property").**

**IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE
CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.**

Sales Price:

Earnest Money Deposit:

Inspection contingency period:

Days to Close:

Seller paid closing costs:

Other concessions:

Per Diem Fee:

Buyer Agent Compensation:

Financing Deadline (days):

1. **CONDITIONS OF THE SALE:** Purchaser acknowledges that Seller obtained the Property by foreclosure, deed-in-lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) if applicable, the mortgage insurance company's approval of the sale; and (iv) final Seller approval. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the Earnest Money Deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLES ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED, OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. **TITLE:** The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. If Purchaser elects to hire its own title company and Purchaser's title company fails to provide insurable title then Purchaser must close using Seller's title company or Purchaser shall forfeit the Earnest Money Deposit to the Seller. Conveyance will be by deed that covenants that Seller grants only that title which Seller may have and that Seller will only defend title against persons claimed by, through or under Seller. Such deed may be in the form of a SPECIAL WARRANTY DEED or state equivalent as applicable, or other local form of deed acceptable to the Seller. The closing agent shall be responsible for settling the transaction, disbursing funds and closing escrow ("Closing Agent"). If the Purchaser elects to cancel the Contract of Sale due to a title defect, the Seller will not be obligated to reimburse the Purchaser for any inspections, title costs, surveys, attorney's fees or other costs of any kind pertaining to this transaction.

Purchaser's Initials: _____

Purchaser's Initials: _____

3. **TIME IS OF THE ESSENCE: CLOSING.** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. This means that all deadlines are intended to be strict and absolute. Closing shall be held in the offices of the Closing Agent selected by Seller, in accordance with the provisions of Section 14 herein, unless otherwise required by applicable law. Closing date shall occur on or before days from final contract execution by all parties, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the Earnest Money Deposit in certified funds to the Seller's Closing Agent to be held in escrow. Failure by Purchaser to fund the Earnest Money Deposit shall make this Contract of Sale null and void ab initio. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this section, or any written extension, this Addendum and the Contract of Sale are terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the closing date and the Seller shall be entitled to the remedy described in Section 15 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem fee of \$100.00 per calendar day through and including the new closing date specified in the written extension. Purchaser and Seller acknowledge and accept that if a closing date extension is requested by the Purchaser, the full Earnest Money Deposit will be considered non-refundable. Purchaser agrees that it will not provide any instructions to the Closing Agent that are inconsistent with this Addendum and, in the event Purchaser does so, such instructions are null and void.
4. **PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing date: utility charges, water and sewer charges, fuel/heating oil (if applicable) real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, including ground rents, if any. Rental payments will be prorated at closing date. Payment of homeowner's association or special assessments shall be prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit towards purchase price. However, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the property. In determining prorations, the closing date shall be charged to the Purchaser.
5. **OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing date Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the closing date and shall not be responsible for any eviction expenses incurred by the Purchaser. Seller does not warrant that the current tenant(s), if any, will continue to occupy the Property after closing date or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing date. In the event that a current tenant is purchasing the Property, the existing rental agreement will remain in full effect and rents will be collected/prorated up to and including the closing date.
6. **DELIVERY OF POSSESSION:** Seller shall deliver possession of the Property to the Purchaser upon the funding of the sale on the closing date; in accordance with local practices, laws and customs. Purchaser may not occupy the Property prior to closing date and funding, unless Purchaser is currently residing in the Property. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing date; the Purchaser will be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing date. Purchaser's Earnest Money Deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in Section 16 of this Addendum.

Purchaser's Initials: _____

Purchaser's Initials: _____

Seller's initials: _____

7. CONDITION OF PROPERTY:

- a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY; SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the closing date. PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing date. Seller makes no representation or warranty as to whether the Property is connected to or served by public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.
- b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are experts in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property as per Section 8 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among others things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents or contractors shall be liable for any claims or losses that Purchaser, Purchaser's family members, or persons occupying the Property as guests, tenants or licensees or Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.
- c. Every Purchaser of any interest in residential property on which a residential dwelling was built, prior to 1978, is notified that such property may present exposure to lead from lead-based paint. The Seller of any interest in residential property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase at Purchaser's expense.
- d. Purchaser understands and agrees that the Property may contain local or state building code violations including, but not limited to animal citations as well as violations of condominium association, homeowner's association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligation regarding title under Section 2.
- e. In a case of Risk of Loss, in the event of fire, destruction or other casualty of loss to the Property after the Seller's acceptance of this Addendum and prior to closing date, Seller is not obligated to repair or restore the Property back to its original condition. Purchaser shall elect to either; cancel the Contract of Sale and receive their Earnest Money Deposit back or Purchaser and Seller shall negotiate remedies in order for Purchaser to accept the Property "AS IS." Seller will not assign any insurance proceeds to the Purchaser.

Purchaser's Initials: _____

Purchaser's Initials: _____

Seller's initials: _____

8. **INSPECTIONS AND DUE DILIGENCE RIGHT: CONTRACT CANCELLATION RIGHTS:**

- a. Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property and conduct all desired, non-destructive tests, investigations and examinations of the Property as Purchaser deems appropriate within calendar days upon the ratification of the Contract of Sale. Purchaser acknowledges that the above mentioned inspection contingency and property condition objections are waived if calendar days referenced in preceding sentence is zero. Seller shall not be required or obligated to expend any funds towards any home warranty contract, testing, treatment or repairs; including but not limited to natural hazard zone disclosure report (NHD), water testing, septic or private sewage disposal systems, domestic well testing, soil testing, mold testing, or radon testing unless otherwise stated. Seller is not obligated to provide any prior survey's obtained by Seller. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale. If the Seller has winterized the Property and the Purchaser desires to have the Property inspected, the Seller's listing agent will have the Property de-winterized prior to inspection and at the Seller's discretion, the Property will be re-winterized prior to the closing date. Seller shall not be obligated to pay for plumbing repairs in order to initiate water service to plumbing fixtures, and in such cases, a dry pressure test may be completed by the Purchaser at their expense.
- b. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event that inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the Earnest Money Deposit paid by Purchaser shall be returned to the Purchaser. To cancel in such event, Purchaser must provide Seller with written notice of cancellation on or before the expiration of the specified calendar days referenced in Section 8 (a); **FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION SHALL BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY.**
- c. Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects. Any testing, treatment or repairs shall be at the expense of Purchaser unless otherwise stated.

9. **COMPLIANCE CERTIFICATES:** Seller does not warrant existing structure as to its habitability or suitability for occupancy. Purchaser is responsible for obtaining all permits, certificates and certifications required by the town and/or municipality, including but not limited to the following: smoke detector certificate, carbon monoxide certificate, certificate of occupancy or temporary certificate of occupancy, at Purchaser's sole cost and expense prior to the closing date.

10. **BULK SALES:** The Bulk Sale Provision of this Contract of Sale is omitted in its entirety as the Seller is selling the Property in the normal course of business and/or obtained title to the Property through foreclosure sale and thus this transaction is exempt from the applicable state Bulk Sales Law.

11. **REPAIRS:** Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed . Required repairs will not be commenced on Property until after Purchaser has received final loan approval from their lender's loan underwriter AND Seller has provided written consent for the repairs. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the Earnest Money Deposit paid by the Purchaser. **THE PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING DATE WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM SELLER.**

12. **INDEMNIFICATION:** Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing date.

Purchaser's Initials: _____

Purchaser's Initials: _____

Seller's initials: _____

13. **CLOSING COSTS/CONCESSIONS:**

- a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.
- b. Purchaser shall pay all of a Purchaser's customary closing costs (which shall include lender charges, survey, overnight and wiring fees, and any FHA/VA non allowables), except for Seller's contribution toward such closing costs. Seller is not a lender and cannot provide financing. The amount to be contributed by Seller toward closing costs shall not exceed _____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey and appraisal. In the event the total of closing costs are less than the amount of the Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in this Addendum.
- c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:
 - i. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.
 - ii. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller's obligation will be limited to the purchase of the owner's policy only. Purchaser will be responsible for their customary title and closing cost. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law. In both cases, the Purchaser will be responsible for their own customary title & closing cost.
 - iii. Purchaser is required to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

14. **TRANSFER TAXES/TAX STAMPS:** Property taxes, assessments and special assessments along with HOA assessment and HOA special assessments shall be prorated to the closing date. Purchaser is responsible for any and all transfer taxes, excise tax, recording fees (mortgage, deed, schedules/legal), and doc stamps pertaining to the transfer of title. Purchaser is responsible for all HOA packages, HOA document preparation fee, HOA transfer fees, including private transfer fees, costs or assessments. Seller is not obligated to pay any assessments or special assessments for Property taxes or HOA prior to the closing date.

15. **DEFAULT/REMEDIES:** In the event that either party fails or refuses to proceed to closing for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda as it pertains to attorney review, inspection or finance contingency as Purchaser's obligation to close), Purchaser and Seller acknowledge and agree that the Purchaser's sole and exclusive remedy shall be the return of Purchaser's Earnest Money Deposit. Seller's sole and exclusive remedy shall be the retention of the Earnest Money Deposit held in accordance with this Contract of Sale or recovery of the Earnest Money Deposit held in accordance with this Contract of Sale. Seller shall retain this sum as compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to closing in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of Lis Pendens, and claims for monetary compensation including but not limited to benefit-of-a-bargain damages, lost profits, lost rental income, expenses incurred in preparing for closing and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity. It is further understood that the Earnest Money Deposit should neither be split nor retained by either real estate broker.

16. **ASSIGNMENT:** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

17. **PURCHASER'S REPRESENTATIONS:** Purchaser represents that Purchaser shall deliver all pertinent documentation related to a corporation, limited liability company or trust if Property is being purchased by said corporation, limited liability company or trust. Pertinent documentation includes, but is not limited to, a copy of filed Articles of Incorporation and Certificate of Incorporation. These documents will be delivered to Seller along with fully executed Contract of Sale. Purchaser acknowledges that the use of a power of attorney (POA) will not be accepted by Seller. The representative purchasing the Property on behalf of the Corporation, Limited Liability Company or Trust must provide supporting documentation detailing representative as authorized signatory for said Corporation, Limited Liability Company or Trust.

Purchaser's Initials: _____

Purchaser's Initials: _____

Seller's initials: _____

18. **SURVIVAL:** Delivery of the deed to the Property by the Seller shall be deemed to be full performance and discharge of all the Seller's obligations under this Addendum. Notwithstanding anything to the contrary in this Addendum, any provision which contemplates performance or observance subsequent to any termination or expiration of this Addendum shall survive the closing date or termination of this Addendum by any party and continue in full force and effect.
19. **REAL ESTATE COMMISSION:** The real estate commission shall be paid to the listing broker pursuant to the terms of the active Listing Agreement. Purchaser and Seller acknowledge that commission is paid to Listing Broker as agreed to in the Listing Agreement. Any agreements made outside of this Contract of Sale between the listing broker and selling broker are not to be made part of the Contract of Sale. Purchaser and Seller acknowledge that all commissions are based on the Net Sales Price. No commission or fees will be paid to either Broker unless the closing is completed. Listing and Selling Brokers are responsible for their portion of the Technology Fee paid to REO Servicing platform which will be collected on the settlement statement at closing (\$175.00 per brokerage). Purchaser and Seller accept and acknowledge that any Broker involved in this transaction wherein they are the Purchaser or affiliated with an entity gaining material interest will not be eligible to receive a commission or fees.
20. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.
21. **UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract for Sale unless incorporated in writing into the Contract of Sale.
22. **ALTERNATIVE DISPUTE RESOLUTION/MEDIATION:** Purchaser and Seller agree that alternative dispute resolution and/or mediation shall be of no force or effect, and is hereby revoked.
23. **TIME IS OF THE ESSENCE: CONTRACT.** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH REGARDS TO EXECUTION AND DELIVERY OF THE CONTRACT OF SALE. SELLER RESERVES THE RIGHT TO CONTINUE TO MARKET THE PROPERTY AND ACCEPT ANY CONTRACT OF SELLER'S CHOOSING PRIOR TO SELLER'S WRITTEN ACCEPTANCE OF A CONTRACT OF SALE AND RATIFICATION OF THE CONTRACT OF SALE.
24. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.
25. **ATTORNEY REVIEW:** Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.1

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

PURCHASER(S):

By: _____

Print Name: _____

Date: _____

SELLER:

By: _____

Print Name: _____

Date: _____

PURCHASER(S):

By: _____

Print Name: _____

Date: _____

Purchaser's Initials: _____

Purchaser's Initials: _____

AFFILIATED BUSINESS DISCLOSURE STATEMENT

Buyer(s):

Date:

Attorney in Fact for Seller:

Property Address:

This is to give you notice that _____ the attorney-in-fact for the seller of the property that you are buying (_____), has a business relationship with _____

Each of _____ and _____ are indirect subsidiaries or _____ . Specifically, _____ indirectly owns 100% of _____ and indirectly owns 75% of _____

Because of this relationship, this referral may provide _____ financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed for each of the states in which _____ provides title and settlement services. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

	See Fee Lists Below
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Name of Charges	(\$) Amount of Charges
Title insurance premium	Based on loan amount/purchase price
Closing fee	\$300.00 - \$775.00
Notary fee	\$185.00
Courier fee	\$40.00
Recording service fee	\$100.00
<ul style="list-style-type: none">• Endorsements may be applicable based on property location and loan type• Closing Protection Letters may be applicable based on property location• Search fee of \$275.00 may be applicable based on property location• Additional fees may be assessed based on State requirements/filed rates	

ACKNOWLEDGMENT

I/We have read this disclosure form and understand that _____ is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of the referral.

Borrower

Borrower

Purchaser's Initials: _____

Purchaser's Initials: _____

**OWNER OCCUPANT/NON-PROFIT/INVESTOR/2nd HOME BUYER CERTIFICATION
Rider to the Real Estate Purchase Addendum**

REO#:

Property Address:

Owner Occupant

____/____(initial) This is to certify that consistent with the representation made by me, the purchaser, I will occupy, establish and use the above-referenced property as my primary residence. If the property is a multi-unit property, I may rent units other than the unit that I occupy as my primary residence.

2nd Home Buyer

____/____(initial) This is to certify that consistent with the representation made by me, the purchaser, I will occupy, establish and use the above-referenced property as my secondary residence.

Non-Profit Organization

____/____ (Initial) This is to certify that consistent with the representation made by me, the purchaser, I am purchasing the property on behalf of a non-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C.A. §501(c)(3)).

Investor

____/____ (initial) This is to certify that consistent with the representation made by me, the purchaser, I am purchasing the property as an investor.

PURCHASER

Date

PURCHASER

Date