

ADDENDUM “A”

This Addendum supersedes and amends any provisions in the Listing Agreement and/or Real Estate Contract, or any other Contract seller has entered into regarding the property being sold, which conflicts with the terms of this Addendum.

Subject property was acquired through action (or in Lieu) of Foreclosure Proceeding. Exempt from Disclosure, condition unknown. Seller is an absentee owner and never occupied subject property. Buyer accepts the Property in its present “as is”, “where is” condition, “with all faults” and without condition, representation or warranty of any kind or nature, oral or written, express or implied, from seller as to the nature or condition of the Property or the suitability of the Property for the Buyer’s purposes.

Buyer to Pay the following:

- Any and all cost; to secure Financing
- Transfer Taxes, Excise Taxes or Conveyance Taxes
- Title Commitment and will provide copy of policy for Seller’s review no later than 10 days before the scheduled closing date
- Surveys or Perk Test
- Inspections, Reports, (Home, Pest, ETC.)
- Certificates (Smoke Detector, Carbon Monoxide, ETC.)
- Title Insurance Policies
- Closing Costs, any Closing documents, Escrow and Recording fee for Buyers Deed
- Appraisals
- Transfer of any and all Utilities into Buyers name within 24 hours after closing

Seller will Pay:

- Deed Preparation
- Our Realtor’s Commission, if applicable, which shall only be paid in the event of Seller default or at closing, upon receipt of certified funds and transfer of title.
- Pro-Rated Real Estate Taxes, any outstanding liens and any final utility bills incurred on subject property prior to the date of closing. Seller’s Net Proceeds wire transfer fee.

Except as provided above, Buyer shall pay and be responsible for all other taxes, costs, filing fees, charges and expenses related to, associated with or arising out of this transaction and shall hold Seller harmless there from. If Buyer wishes to conduct inspections on the property, Buyer shall be responsible for any expense to return the property and its services to same condition as it was, prior to said inspection.

It is understood and agreed Seller is relying on copies of the buyer’s title policy, title review and title update. Buyer’s failure to provide copies of title work to Seller shall result in Buyer accepting title in its current condition and proceed with the scheduled closing, without exception. Any Tax Sales, Tax Certificates, Assessments, Liens, Costs or Encumbrances that are not included on the final executed Settlement Statement but discovered after the closing date, shall be the sole responsibility of the Buyer, their Title Company and/or Legal Counsel.

Conveyance: The Property will be only conveyed by Quit Claim, Limited or Special Warranty Deed. Seller will prepare this document at no cost to the Buyer.

Seller’s Net Proceeds should be wired to Seller the Day of Closing.

Attorneys’ Fees and Legal Expenses: Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys’ fees and all court costs reasonably incurred by the prevailing party in connection with said proceeding.

Time: Seller and Buyer agree time is of the essence with regard to all times and dates set forth in the Purchase and Sale Contract.

Buyer’s Signature

Seller’s Signature

Print Buyer’s Name

Print Seller’s Name

Date:_____

Date:_____