

## INFORMATION FOR COOPERATING AGENTS

We appreciate the opportunity to work with you on selling one of our listings. These are bank owned properties and involve procedures that differ from the norm. Please explain these items to your buyer(s) and if you have any questions, please call our office.

- Sellers require proof of funds or a pre-approval (not pre-qualification) letter from a lender. We will need this at the time you submit the offer. Some sellers will not process your offer without it. If your buyer is getting a loan, we will need the name of the lender, location, loan officer's name and phone number. We will follow up with a call to the lender for specific predications or stipulations that they may have in their loan package to see if it will qualify with the condition of the home.
- Please verify with the lender that they can close by the date in the offer before submitting the offer. If you are submitting your offer as "CASH" or "NO FINANCING", then we will need to see proof of the purchaser's funds which will also cover closing costs.
- In some cases, the seller may also require the buyer(s) to be pre-approved by either their own in-house lender or a local lender of their choosing. **This does not mean that the buyer(s) must use the seller's lender...just be pre-approved by them.** Please inform and prepare your buyer(s) that this may occur, they still may use their "own lender" after this step is satisfied.
- In most if not all cases, the seller is an out-of-town corporation, investor, or bank and so a response to your offer may take several days. Even though you may write in a deadline for acceptance, it is most likely it will not be met, so please inform your buyer(s) of this.
- Once an offer is submitted to our client, and we have confirmed that they have received the offer, we do not call them for updates, but we will notify them if there is a change in your buyer's offer, etc. We will try to keep you informed, however we do get very busy at times and cannot return calls as quickly as we would like. *Email is still the best way to reach us. Contact us at either: [dmcilvaine@kw.com](mailto:dmcilvaine@kw.com) or [gwix@kw.com](mailto:gwix@kw.com).* Occasionally, a response to your buyer's offer could take more than a week. Please ask them to be patient. We will notify you as soon as we have a response from our seller.

- When the offer is accepted, the seller may fax back a "COUNTER OFFER ADDENDUM" and/or "AS IS" addendums for the buyer(s) to sign. These usually are just summaries of the "agreement between the parties". We will fax these over to you, if you do not have them already. Please have your buyer(s) sign these right away and then forward all originals and the earnest money deposit check to our office as quickly as possible. Failure to return these to us promptly could result in the seller accepting another offer, or your offer being rejected.
- Please read over all addendums carefully and ask your buyer to do the same. They should understand all terms, particularly the "AS IS" and "PER DIEM" for closing delay sections, if applicable. Do not sign the addendums if you have not confirmed that the closing date is reasonable with the lender. The seller will impose the per diem penalty if it does not close on time, if the delay is the buyer's fault OR THE LENDER'S FAULT. If you have any questions about this in particular, please give us a call.
- The seller will make no repairs, all sales are "AS IS", exactly as seen.
- There is no seller's disclosure; the seller never occupied the property. In most cases we have never met the previous occupants. If we know important information about the property we will tell you about it either in the MLS or when you make the offer.
- The buyer(s) may NOT make any alterations to the property or occupy the property prior to closing. NO EXCEPTIONS. Buyer's agent MAY NOT give out lockbox code to buyers.
- As soon as contract originals, addendums, and earnest money deposit check are received from you, they will be delivered to the seller. Ideally, The Earnest Money Deposit (EMD) should be made out to Keller Williams Select Realtors® at the time of the offer. Please inform your buyer(s) this may take awhile. We will do everything we can, but keep in mind some companies are handling hundreds of properties at once and also may need to send contracts to several departments before we receive them back. The seller usually will not fax the signed copy to us. If the lender needs a ratified contract by a certain date in order to close by the contract date, please specify how long you need in the contract. For example, if the lender needs two weeks from receipt of a ratified contract and title work to close, be certain that is specified in writing in the contract.
- Title work will usually not be ordered until we receive the signed contracts back from the seller and they have designated the closing agent. Since most of these properties have been in foreclosure, title issues do sometimes arise and they could delay closing. We will do everything we can to help resolve these issues, but do let your buyer(s) know this is a possibility and could delay closing.
- We realize that in Maryland the buyer has the responsibility of choosing the title company, however foreclosure properties can have some unique issues with regard to title, and it is usually best to go with the seller's title company as there can be significant savings to the buyer. The seller strongly suggests using their title company; this usually allows for a smoother transition.

- If the buyer(s) cannot close by the closing date in the contract, for any reason please call our office immediately at 443-574-1618.
- If the buyer(s) wishes to change the terms after an offer has been accepted, please let them know most sellers will not approve the changes (e.g., asking seller to raise the purchase price and pay closing costs after the offer has been accepted). Make sure your buyer(s) ask for everything they expect up front.
- If the buyer(s) is conducting inspections, and want utilities on, let us know so we can have them turned on prior to inspection. If the property has been winterized and they want the water on for inspection, the buyer(s) must pay to have the property both de-winterized and re-winterized. The charges for these services are generally between \$75-\$150, depending on what is required to de-winterize and then re-winterize, and this amount is payable at the time of inspection. Please let us know so we can arrange to have our plumber present for the inspection if they wish to do this.
- All utilities will be shut off in the seller's name the day after closing.
- The property has been keyed to a master key system. Buyer(s) should re-key property immediately after possession to ensure safety and security of personal and real property. The buyer(s) may not have our lockbox code or receive the keys from you until both buyer(s) and seller have closed, signed all documents for closing, all funds have been received and the sale has been consummated.
- Someone from our office will pick up the sign as soon as the house settles. The lockbox will be picked up the day of closing or shortly thereafter. **Please do not remove the lockbox – we will pick it up.** If they need to remove the doorknob to re-key, please ask them to place our lockbox beside the front door. If we have not made prior arrangements for buyer(s) to get the key before the lockbox is picked up, please contact us immediately.

If you have any questions about anything we haven't covered here, please give us a call or email. Thank you for your assistance and we look forward to doing business with you.

## Answers to Frequently Asked Questions When Purchasing A Bank Owned Property

This page was prepared to be an informative guide when writing an offer on a "Bank Owned" or corporate property (Otherwise known as an REO). It is not intended to be a binding agreement of any sort. The information contained herein is designed to create an informed consumer and to lessen the stress of the home buying process for the Purchaser, Buyer's Agent, and Listing Agent. Please review these items with your buyer prior to offer submission.

1. **SUBMITTING AN OFFER:** Aside from the normal Contract of Sale for and any accompanying necessary Addendums and Disclosures normally filled out in Maryland, the bank will require that all offers be submitted to them on a summary form (provided by me). This is aimed at simplifying the process for the Asset Manager, who will more often than not, have a large number of properties under management and often in multiple states with vastly different real estate contracts. This worksheet will have the "basics" only (Price, Terms, Concessions, Closing dates, etc.).
2. **WHAT FORM SHOULD I USE?** You should submit your offer on the standard Maryland RESIDENTIAL Contract of Sale forms, and any Addendums, and Disclosures, if any other special forms are required with your Offer to Purchase, the Listing Agent will advise you and forward the required forms.
3. **HOW SOON WILL THE BANK RESPOND?** We have no control over the bank's decision making process. On rare occasions they will respond in the first 48 hours. However, more than likely they will respond in 3 to 5 business days. Please be patient and do not call the listing agent to check on progress. The listing agent will notify you immediately when they get a response. Some banks do not look at offers until the property has been on the market for 5 to 10 days. Please be considerate, we are all working towards the common goal of closing on the subject property. **IF YOU HAVE NOT HEARD FROM US IT IS BECAUSE WE HAVE NO UPDATE TO GIVE YOU- NOT BECAUSE WE ARE IGNORING YOU.**
4. **WILL I GET A RESPONSE OVER THE WEEKEND?** Any offer submitted over the weekend will be presented on the earliest following business day. Any offer submitted will be forwarded to the bank with a date stamp so the bank will know when you submitted the offer. In the case of a "Multiple Offer" situation, the Buyer or Buyer's Agent will be notified immediately with instructions.

5. HOW DOES THE BANK COUNTER? Since all offers are submitted to the seller on the worksheet (or online via the "offer Summary") your counter offer may or may not come back in the "worksheet" format (simple details of what the bank is willing to accept) or an unsigned Counter Offer verbally given to the Listing Agent which will then be relayed to the Buyer or Buyer's Agent verbally.
6. IT LOOKS LIKE THE SELLER DIDN'T SIGN THE COUNTER OFFER. You may receive a Seller's Counter Offer with no signatures. These forms are generated by the bank's Asset Manager or the outsource company (and often come to the Listing agent as an email attachment). Once an offer is accepted the entire "package (which may include the Offer as well as Counters, Addendums, copy of the check, etc.) is sent to the bank for signatures.
7. ARE THESE VERBAL AGREEMENTS? Once you are informed that your offer is accepted, it is. REO departments and Asset Managers give the "ok" and then go to their managers for signatures. (It is highly unlikely to have an Asset Manager "un-accept" an accepted offer. Yes, you could be the first, but it is highly unlikely.) We realize it is an unusual business practice to agree to offers orally, but the banks have their own way of doing business and we appreciate your understanding.

**\*\*IF YOU ARE NOTIFIED THAT YOU HAVE AN ACCEPTED OFFER, PLEASE FORWARD THE OFFER TO YOUR LENDER SO THEY MAY BEGIN THE LOAN PROCESS.\*\*** If your lender has any questions regarding procedure, please feel free to forward my contact information.

8. WHO CHOOSES THE ESCROW COMPANY AND CLOSING ATTORNEY? Keller Williams Select Realtors® will be holding the escrow funds in an escrow account. As suggested previously, it is highly recommended that the buyer uses the bank's title company. If delays are caused by the buyer wanting to close at a title company other than the one chosen by the seller, the buyer will pay any per diem penalties, or risk the contract being cancelled, and all earnest money deposits being forfeited to the seller.
9. TIME FRAMES? Generally you will have 30 to 45 days from mutual acceptance to close the transaction. Often the proposed closing date on the original offer is unrealistic due to the elongated negotiation and acceptance process with the REO departments. The Asset Manager knows that you can't close in a week and a half (unless your offer is cash). They are not here to work against you; Asset Managers know that appraisals, inspections and the loan process take time. They will assume that you have taken the time prior to making an offer to become pre-approved for the loan and that there will be no trivial delays beyond the 30 to 45 day closing period (in fact, most Banks require a strong Pre-Approval from your Lender-which will be verified prior to any offer acceptance-to accompany your Offer to Purchase).

10. WHAT IS A "BANK ADDENDUM"? A Bank Addendum is another form (varies with each Bank and property) that you will be required to sign as part of the accepted offer no later than the date of signing the Purchase & Sale Contract. THERE ARE NO CHANGES ALLOWED BY THE BANK TO THIS DOCUMENT. We suggest you read it carefully and understand each and every section. Make sure to understand that there is often a per diem late fee assessed for tardy closings. The bank will not suffer delays due to the Purchaser's Lender not performing in a timely manner. Begin your inspections upon being alerted that your offer is accepted.

Depending on the Bank who owns the property, there may be other Addendums and Disclosures which are required. Any and all documents that apply to this transaction will be given to the Buyer immediately following notification of an accepted offer so they have plenty of time to review them.

11. CAN THE BUYER DO INSPECTIONS? Just like any other sale, your buyer has the right to fully inspect the property within the frame as agreed upon in the contract of sale. Seller will not order or pay for any inspections.

12. HOW DO WE SET UP INSPECTIONS? It is absolutely essential that you give us 3 to 5 BUSINESS DAYS NOTICE PRIOR to scheduling your inspection. Some utilities (such as electricity) will likely be on prior to your making an offer, others may not be (such as gas or propane). The Listing Agent has NO CONTROL over the work schedules of the local utility companies. As such neither the Listing Agent, nor the Bank, will be responsible for re-inspections and/or associated fees. It is not a bad idea to visit the property a day PRIOR to the inspection to check if systems are on and working. If the property has been "winterized" (meaning water drained and system(s) shut off/down, it will be the Buyer's responsibility to pay for "de-winterization" and then "re-winterization" to conduct inspections (approximately \$50-\$125). This must be coordinated with Listing Agent who will choose the contractor to conduct the work in the property—NO exceptions.

13. CAN THE BUYER CANCEL IF THEY FIND SOMETHING WRONG? The buyer has the right to cancel the contract and receive their deposit back if they do so within their contractual time frame (unless specifically noted otherwise in the agreement).

14. WILL THE BANK PAY FOR ANY REPAIRS? Please notify your client this home is being sold "AS IS". IF the bank has rehabilitated the home, their scope of work has already been determined and cannot be changed, and is complete as of the day the home was listed and open for prospective Buyers to view.

15. WILL THE BANK PAY FOR AND GET A PEST CONTROL (termite) INSPECTION? NO. If this is a requirement of your buyer's lender then you should expect to order and pay for that inspection as well. The buyer may

conduct any and all inspections he chooses during the required time frame, all of which are the responsibility of the Buyer (see #11).

16. WHAT IF THERE ARE ITEMS THAT ARE REQUIRED TO BE REPAIRED BY THE LENDER? More than likely, the Buyer, not the bank, will be responsible for any and all repairs since this is an "AS IS" sale. Special situations will be dealt with as needed.
17. DOES THE BANK OFFER FINANCING? If they do, it will be noted in the MLS, or the Listing Agent will advise the Buyer/Buyer's Agent.
18. CONTINGENCY PERIODS? Your buyer must adhere strictly to the contingency periods or they risk having their contract canceled and losing their deposit. This is a business transaction and banks don't like excuses or delayed decision making. Some banks institute a "per diem" charge for delayed closings. "Time is of the essence".
19. WILL THE BANK ACCEPT CONTINGENT SALES? It is highly unlikely that the bank will accept a contingent sale. If the bank accepts your offer then finds out that the buyer really does need to sell a home in order to purchase (and you haven't disclosed that) the sale will be immediately cancelled and you will forfeit your end.

\*\*\*Please do not submit Promissory Notes.

"Cash" offers MUST be accompanied by Proof of Funds.\*\*\*

\*\*\*\*Copy of Earnest Money deposit check must accompany the contract offer.\*\*\*\*

Please feel free to call or email with additional questions or concerns. I look forward to working with you toward the completion of this transaction.

The McIlvaine Group  
Keller Williams Select Realtors®

David McIlvaine, Sr

Gary Wix, Administrator

Cell: 410-371-5233

Direct: 443-574-1618

Email: [dmcilvaine@kw.com](mailto:dmcilvaine@kw.com)

Email: [gwix@kw.com](mailto:gwix@kw.com)

David McIlvaine, Jr

Cell: 410-218-7237

Email: [dwmcilvaine@kw.com](mailto:dwmcilvaine@kw.com)

## Addendum to Contract for Sale

THIS ADDENDUM (the "Addendum") is made part of the Contract for Sale ("Contract") dated \_\_\_\_\_, \_\_\_\_\_, between CitiMortgage, Inc. ("Seller") and \_\_\_\_\_ ("Buyer") relating to the purchase of the property located at: \_\_\_\_\_  
County: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ (the "Property").

**IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR PART WITH THE TERMS OF THE CONTRACT, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE.**

1. **CLOSING:** The closing shall be conducted by and take place at the offices of Seller's attorney or agent or the title company set forth below or at another place approved by Seller. Closing shall occur on or before \_\_\_\_\_, 2\_\_\_\_\_, or within five (5) days of loan approval by lender, whichever is earlier ("Closing Date"). The Closing Date may be extended by the parties in accordance with the terms of this Addendum. Unless the Closing Date is extended by the parties, if either party fails to close by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies provided for in this Addendum immediately and without notice. Buyer may request an extension of the Closing Date by giving Seller at least seven (7) calendar days prior written notice. Such notice must be accompanied by an extension fee payable in good funds in the sum of \$ 100.00 for each day of the requested extension. Buyer shall not receive a credit against the Sales Price (as defined below) for the extension fee. However, should the closing not occur on the extended Closing Date because of the failure or default of Seller in the performance of Seller's obligations in accordance with the Contract and this Addendum, Buyer shall be entitled to a refund of the extension fee and any deposit made by Buyer. Should the closing not occur on the Closing Date or the extended Closing Date because of the failure or default of Buyer's obligations in accordance with the Contract and this Addendum, Seller shall be entitled to retain the extension fee and any deposit made by Buyer. Seller's retention of the extension fee and any deposit shall be considered liquidated damages pursuant to the provisions of paragraphs 13 and 15. The Seller or Seller's representative is to be notified immediately if the closing is delayed for ANY reason. **Time is of the essence in the Contract and Addendum.**

2. **REPAIRS AND REPORTS:** (check all applicable items below)

- A. Buyer must have all inspections completed within 5 working days from the effective date of the Contract. In areas where certificate of occupancy inspections are required, it is Buyer's responsibility to authorize and initiate such inspections. Seller's responsibility for repairs shown to be required by Buyer's inspections, lender's inspections, certificate of occupancy inspections, or required as a condition of the FHA/VA commitment, shall not exceed \$ \_\_\_\_\_. If the required repairs exceed this amount and Seller does not elect to pay for such additional repairs, then Buyer, at Buyer's option, may elect either to pay for the additional repairs, or terminate the Contract and this Addendum. If Buyer elects to terminate, the Contract and this Addendum shall be NULL and VOID, and Buyer shall be entitled to all earnest money paid.
- B. Buyer accepts property in "AS IS" condition. No repairs are required of Seller. Buyer has read, acknowledges and understands Paragraph 5 of this addendum regarding property condition.
- C.  Buyer /  Seller will pay for required termite inspection.
- D.  Buyer /  Seller will pay for required termite treatment not to exceed \$ \_\_\_\_\_.

3. **MORTGAGE FINANCING:**

A. SALES PRICE

On the Closing Date, Buyer shall deliver, or cause to be delivered good funds in the amount of \$ \_\_\_\_\_ (the "Sales Price") to Seller, or Seller's authorized representative.

B. FINANCING (check applicable section)

- (1) **Cash:** This is a cash transaction. Buyer shall pay the Sales Price in cash at closing. Verification of funds required to close shall be provided to Seller within two (2) days of the effective date of the Contract, or the Contract and this Addendum shall be NULL and VOID.
- (2) **Mortgage:** An application for mortgage financing shall be made within two (2) working days of the effective date of the Contract. Buyer shall obtain a fully binding written loan commitment from Buyer's lender and provide a copy to Seller on or before \_\_\_\_\_ days from the effective date of the Contract. Any loan approval requirements shall be completed on or before \_\_\_\_\_, 2\_\_\_\_\_.

C. CLOSING COSTS

Seller agrees to pay Buyer's actual closing costs including discount points in an amount not to exceed \$ \_\_\_\_\_. For the purposes of this Paragraph, closing costs do not include, and Seller shall not pay, any cost for prorated taxes or assessments,

costs for any hazard insurance policy, Buyer's attorney fees and odd days interest, if applicable. Except for Seller's agreement to pay a limited amount of closing costs as stated in this Paragraph, Buyer agrees to pay all other normal and customary closing costs and charges paid by buyers. Notwithstanding local custom or practice and notwithstanding anything to the contrary in the Contract or any attachments thereto, Seller will not pay any fees, costs or expenses not expressly provided for in this Addendum unless required by applicable law. If Buyer is in default under the terms of the Contract or this Addendum on the Closing Date, then Seller shall not be obligated to pay any of Buyer's closing costs.

4. **TITLE:** Seller  shall /  shall not furnish to Buyer an owner's policy of title insurance dated as of the Closing Date (the "Title Policy") issued by SELLER'S CHOICE ("Title Company"). Seller's agreement to pay for any portion of the Title Policy is conditioned on Buyer's agreement herein to accept the Title Policy and that the closing taking place at the office of, and all disbursements be made by, Seller's attorney or agent or Title Company on the Closing Date. Buyer shall be responsible for any mortgagee title policy or other title policy and any associated costs. Seller shall not be obligated to pay any portion of the cost of an owner's policy of title insurance or associated title costs should Buyer obtain its own title commitment, title examination or owner's policy of title insurance.

A. The Title Policy to be furnished to Buyer shall insure Buyer's title to the property to be good and indefeasible subject only to the following exceptions ("Permitted Exceptions") (1) existing deed restrictions and restrictive covenants affecting the property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes of the current and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record and (6) liens created or assumed as security for the Sales Price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the property is a part; (8) reservations or other exceptions of record or known to the Buyer; (9) the terms and provisions of any Declaration, By-Laws and Rules and Regulations of any Condominium Regime or Homeowner's Association pertaining to the property (together called the "Association Documents") as amended, including the platted easements and assessments set out therein, and (10) the terms of any ground rent, ground lease or similar agreements, if any, and (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Buyer.

B. Unless the Buyer obtains Buyer's own title examination, title commitment or owner's policy of title insurance, Seller shall make available for Buyer's review at the Title Company, the title commitment of the Title Company and legible copies of any documents creating title exceptions at least two (2) days prior to the Closing Date. Buyer shall be entitled to obtain a title commitment prior to the Closing Date and an owner's policy of title insurance at Buyer's sole cost and expense. If the commitment reveals a defect in title which is not one of the Permitted Exceptions, or if Seller does not have title to the property, Buyer may either waive such defect or give written notice to Seller. Seller may attempt to cure such defect prior to the Closing Date, or decline to cure such defect. If Seller is unable or unwilling to cure the defect on or before the Closing Date, and the defect is not waived by Buyer, then this Contract shall be terminated without liability to either party and the earnest money shall be returned to Buyer as Buyer's sole and exclusive remedy. Buyer may not object to any Permitted Exceptions set forth in sub-paragraphs 4(A)(1) through (11) above. Buyer may object to any other exceptions only if the commitment was not available for review prior to the Closing Date and if the commitment was to be provided by Seller, in which case Buyer will have five (5) days after receipt of such commitment and documents to make written objection(s) to Seller. Upon receipt of written objection from the Buyer, Seller shall have the right, at its sole election, but without any obligation to cure any such defect in accordance with this Paragraph 4(B), and to extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title. Seller shall give Buyer five (5) days notice of any such new Closing Date.

C. Seller will convey the Property to Buyer via **Seller's form of Special Warranty Deed, Quitclaim Deed or other deed (the "Deed")**, as appropriate for the jurisdiction where the Property is located. The Deed will not contain general warranty covenants. The Seller will warrant and defend title against the lawful claims of all persons claiming by, through, or under Seller, but against none other. The Deed will be subject to the Permitted Exceptions, any other exceptions waived or deemed waived by Buyer and to all other matters of record affecting the Property.

**5. PROPERTY CONDITION: THE BUYER IS AWARE AND ACKNOWLEDGES THAT THE SELLER IS SELLING A PROPERTY WHICH WAS ACQUIRED THROUGH FORECLOSURE PROCEEDING OR OTHER CONVEYANCE AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. BUYER IS AWARE THAT THE SUBJECT PROPERTY IS NOT NEW AND FURTHER ACKNOWLEDGES THAT THERE HAS BEEN NO REPRESENTATION(S) BY SELLER, OR ANY OTHER PERSON ACTING AS SELLER'S REPRESENTATIVE AND/OR BUYER'S REPRESENTATIVE REGARDING THE CONDITION OF THE PROPERTY OR OF THE APPLIANCES OR STRUCTURAL COMPONENTS THAT MAY BE CONTAINED THEREIN. IF INSPECTION REPORT(S) HAVE BEEN OBTAINED BY SELLER OR SELLER'S REPRESENTATIVE, SAID INSPECTION REPORT(S) ARE BEING PROVIDED TO THE BUYER FOR BUYER'S INFORMATION ONLY AND BECOME A PART OF THE CONTRACT.**

THE FOLLOWING INSPECTIONS ARE ATTACHED

UNLESS OTHERWISE SPECIFIED IN A SCHEDULE ATTACHED HERETO, NEITHER SELLER NOR SELLER'S REPRESENTATIVE HAS ACTUAL KNOWLEDGE OF ANY LATENT DEFECTS IN THE PROPERTY OR ANY COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO: PLUMBING, APPLIANCES, HEATING, AIR CONDITIONING AND

ELECTRICAL SYSTEMS, FIXTURES, ROOF, SEWERS, SEPTIC SYSTEMS, FOUNDATION, STRUCTURAL CONDITION, POOL, SPA AND RELATED EQUIPMENT.

BUYER MAY WALK-THROUGH THE HOME PRIOR TO THE CLOSE OF ESCROW FOR THE SOLE PURPOSE OF DETERMINING THAT THERE HAS BEEN NO MATERIAL CHANGE IN THE CONDITION OF THE PROPERTY SINCE OPENING OF ESCROW. NOTWITHSTANDING THE FOREGOING, A CLOSING ON THE ABOVE DESCRIBED PROPERTY WILL CONSTITUTE AN ACKNOWLEDGEMENT BY THE BUYER THAT THE PROPERTY, APPLIANCES, OR STRUCTURAL COMPONENTS, AS DESCRIBED ABOVE, WERE ACCEPTABLE TO BUYER AT THE TIME THE SALE WAS CONSUMMATED.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (II) THE MANNER, CONSTRUCTION, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (III) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, AND (V) THE INCOME TO BE DERIVED FROM THE PROPERTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE, CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR OF ANY OTHER AUTHORITY OR JURISDICTION.

BUYER REPRESENTS TO SELLER THAT BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER ANY STATE CONSUMER PROTECTION LAW WHICH MAY APPLY IN THE STATE WHERE THE PROPERTY IS LOCATED WITH RESPECT TO ANY MATTERS PERTAINING TO THIS CONTRACT OF SALE AND THE TRANSACTION CONTEMPLATED HEREBY. BUYER ACKNOWLEDGES RECEIPT AND REVIEW OF THE "HOMEBUYER'S GUIDE TO COMMON ENVIRONMENTAL HAZARDS" AND IS AWARE THAT HE HAS THE RIGHT TO HAVE THE PROPERTY INSPECTED FOR THE PRESENCE OF ANY OF THE HAZARDS MENTIONED IN THE GUIDE INCLUDING, BUT NOT LIMITED TO, LEAD, MOLD, RADON, HAZARDOUS WASTE, FORMALDEHYDE, ASBESTOS AND HOUSEHOLD HAZARDOUS WASTE.

IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OR REQUIREMENTS. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

6. **SURVEY AND OTHER COSTS:** If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the Title Company and any lender. The cost of the survey will be at the Buyer's expense. Notwithstanding anything else to the contrary in the Contract, after the closing, Seller shall not be liable for the payment of any assessments or other charges against the Property. As of the Closing Date and going forward, Buyer shall assume the payment of any such assessments or other charges against the Property. If existing payment obligations are not assumable, Seller shall negotiate such payment with Buyer.

7. **INSURANCE:** Upon closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood (if applicable), and title insurance on the Property. All hazard, flood (if applicable), and title insurance policies shall be terminated by Seller immediately upon closing. Buyer shall be responsible for obtaining any required hazard, flood (if applicable), and mortgagee title insurance if lender so desires prior to closing.

SELLER'S INITIALS  BUYER'S INITIALS   
BUYER'S INITIALS

8. **ASSIGNMENT:** The Buyer shall not assign the Contract or this Addendum.
9. **PROPERTY TAXES:** Prorations for taxes shall be based on the last available tax bill or upon the tax assessor's latest valuation and the current tax rate. **THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF TAXES AFTER CLOSING.**
10. **POSSESSION:** Possession shall be delivered to Buyer only upon closing on the Closing Date and funding of the Sales Price to Seller and recording of the Deed (collectively "Closing, Funding and Recording"). Buyer shall not occupy the Property prior to Closing, Funding and Recording. Buyer shall be in default under the terms of the Contract and this Addendum should Buyer occupy the Property or permit another person to occupy the Property prior Closing, Funding and Recording. Buyer shall be liable to Seller for any damages caused to Seller, including but not limited to reasonable attorney's fees, because of such occupation or alteration of the Property, construction, damage, cost of remediation, or other use or misuse of the Property, of whatever nature, by Buyer. Buyer hereby unconditionally and without limitation, waives any and all claims against Seller or Seller's agents for any damages, compensation for improvements, licenses or permits, including any equitable claims based on unjust enrichment, quantum meruit, or other equitable or legal claims for any such improvements or alterations of the Property and any such improvements, alterations and associated rights shall be forfeited to Seller.
11. **REAL ESTATE FEE / COMMISSION:** A real estate fee / commission of 6 % of the Sales Price or \$ \_\_\_\_\_, whichever is greater, shall be payable only if and when the closing has been completed and the Sales Price has been fully disbursed.
12. **RISK OF LOSS:** If after the effective date of this Addendum and prior to closing, any part of the Property is damaged or destroyed by fire or other casualty loss and the cost of replacement or repair of damages is in excess of five percent (5%) of the Sales Price, Buyer and Seller may renegotiate the Sales Price or terminate this Contract. If the Contract is terminated, any earnest money shall be refunded to Buyer. **NOTICE TO BUYER: CONSULT YOUR INSURANCE AGENT PRIOR TO THE CLOSING DATE DUE TO THE UNIQUE REQUIREMENTS OF THIS TYPE OF PROPERTY.**
13. **DEFAULT:** Buyer and Seller agree to make full settlement in accordance with the terms of the Contract and this Addendum and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of the Contract and this Addendum, Seller as can retain the deposit liquidated damages pursuant to Paragraph 15 below. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of the Contract and this Addendum, Buyer shall be entitled to a return of any earnest money as its sole and exclusive remedy and to a cancellation of the Contract. Subject to Section 14 below, in the event of any litigation or dispute between Seller and Buyer concerning the release of the earnest money, the broker, Title Company or escrow agent holding any earnest money or other deposits or funds, sole responsibility may be met, at such person's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into a court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon payment of the deposit into court, neither Buyer nor Seller shall have any further right, claim, demand or action against the depositing party regarding the release of the deposit. Nothing contained herein or elsewhere in the Contract shall be construed to limit the applicability of Paragraph 14 below.
14. **ARBITRATION CLAUSE:** Any controversy or claim arising out of or relating to the Contract and this Addendum, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. The place of arbitration shall be a location acceptable to each of the parties. If Buyer and Seller cannot determine a mutually acceptable locale, the locale will be determined in accordance with the Commercial Arbitration Rules. The parties may, without waiving any remedy under this Contract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect their rights or property, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall bear its own costs and expenses and an equal share of the arbitral tribunal fees and administrative fees. The award shall be in writing, shall be signed by a majority of the arbitrators in the tribunal, and shall include a statement regarding the reasons for the disposition of any claim. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.
15. **LIQUIDATED DAMAGES PROVISION:** If the transaction described in this Addendum fails to close strictly in accordance with the terms of the Contract and this Addendum because of the failure or default of Buyer in the performance of Buyer's obligation described herein, the Buyer's earnest money deposit and any additional deposits shall be delivered to or retained by Seller as Seller's sole remedy and right to damages. Seller shall notify any title company, escrow agent or broker which may be holding any such earnest money or additional deposits in writing of such failure or default. Upon such notice, the person holding such funds shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request, and to deliver the earnest money deposit and any additional deposits to Seller without any further notice or consent from Buyer. The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages.

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

16. **LIMITATION OF DAMAGES:** Buyer agrees that its sole and exclusive remedy in the event of any Seller default is to terminate this Contract and to receive the return of any earnest money. Notwithstanding anything herein to the contrary neither Seller nor Buyer shall be liable to the other for any special, consequential or punitive damages, whether at law or equity.

17. **NO AGREEMENT TO PROVIDE SELLER FINANCING:** Seller has not offered financing to Buyer.

18. **INVALID PROVISION/SEVERABILITY:** If any provision of the Contract or this Addendum is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and the Contract and this Addendum shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract. The remaining provisions of the Contract and this Addendum shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance.

19. **ADDITIONAL PROVISIONS:** Seller recommends that Buyer, at Buyer's expense, have the Property professionally inspected prior to closing by a licensed inspector. The inspections recommended include, but are not limited to inspections of the following: SURVEY, FLOOD CERTIFICATION, TERMITE, GENERAL HOME INSPECTION, STRUCTURAL REPORT.

20. **EXAMINATION OF TITLE COMMITMENT RECOMMENDED:** Buyer acknowledges that at the time of execution of this Addendum, Seller advised Buyer in writing that Buyer should have the title insurance commitment covering the Property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtain a policy of title insurance.

21. **ENTIRE AGREEMENT:** The Contract, this Addendum and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. NO ORAL STATEMENT, REPRESENTATION, PROMISE OR INDUCEMENT SHALL HAVE ANY VALIDITY NOR SHALL BE A PART OF THIS CONTRACT. All covenants, promises, and understandings written herein survive the closing. The parties this Addendum mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns, if permitted as interpreted and construed in accordance with the laws of the state where the Property is located. It is further agreed that this Addendum and the Contract may be executed in counterparts, each of which when considered together shall constitute an original.

22. **CONSULT YOUR ATTORNEY:** This is a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of this contract, consult your attorney BEFORE signing.

23. **RELEASE:** Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any other defects or conditions on the Property. This release shall survive closing.

24. **OTHER PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

*[Check One]*

- CitiMortgage, Inc.
- CitiMortgage, Inc. successor by reason of merger with CitiFinancial Mortgage Company, Inc.
- CitiMortgage, Inc. on behalf of Associates Financial Services Company, Inc., its subsidiaries, successors and assigns.

BY: \_\_\_\_\_

BUYER: \_\_\_\_\_

TITLE: \_\_\_\_\_

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LISTING REALTOR: \_\_\_\_\_

CO-OPERATING REALTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards is attached on a separate sheet of paper to the Contract For Sale, between the undersigned Seller, and Buyer(s).

**LEAD WARNING STATEMENT**

*Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.*

**SELLER'S DISCLOSURE**

- 1. Presence of lead based paint and/or lead-based paint hazards (check item a or b below):
  - a. \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
If checked, the following explanation is provided: .....
  - b. \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- 2. Records and reports available to Seller (check item a or b below):
  - a. \_\_\_\_\_ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: \_\_\_\_\_
  - b. \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT**

**BY BUYER'S EXECUTION BELOW, BUYER ACKNOWLEDGES THAT:**

- 1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- 3. Buyer has either:
  - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT**

**BY AGENT'S EXECUTION BELOW, AGENT ACKNOWLEDGES THAT:**

Agent has informed Seller of Seller's obligations under 42 U.S.C. §4852d and is aware of his or her responsibility to ensure compliance.

SELLER'S INITIALS

BUYER'S INITIALS

BUYER'S INITIALS

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Each of the following parties has duly executed and delivered this attachment before the execution and delivery of the above-referenced contract of even date herewith.

\_\_\_\_\_  
**SELLER** **Date**

\_\_\_\_\_  
**BUYER** **Date**

\_\_\_\_\_  
**BUYER** **Date**

\_\_\_\_\_  
**AGENT** **Date**

\_\_\_\_\_  
**AGENT** **Date**

**CITIMORTGAGE, INC.**  
**SPECIAL MOLD ADDENDUM TO CONTRACT FOR SALE**

THIS ADDENDUM TO THE CONTRACT FOR SALE BETWEEN THE UNDERSIGNED PARTIES CONCERNS THE PROPERTY LOCATED AT:

County \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ (the "Property").

1. IN THE EVENT ANY PROVISION OF THIS SPECIAL MOLD ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS SPECIAL MOLD ADDENDUM WILL CONTROL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH THE SAME.

2. THE UNDERSIGNED BUYER IS AWARE AND ACKNOWLEDGES THAT THE UNDERSIGNED SELLER IS SELLING THE PROPERTY, WHICH WAS ACQUIRED THROUGH A FORECLOSURE PROCEEDING OR OTHER CONVEYANCE AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER SUBJECT TO ALL OF THE DISCLAIMERS OF REPRESENTATION AND WARRANTIES CONTAINED HEREIN AND/OR IN THE CONTRACT FOR SALE AND/OR ANY ADDENDUM THERETO.

3. BUYER ACKNOWLEDGES THAT THE PROPERTY HAS BEEN IMPACTED BY MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES AND IT MAY STILL BE IMPACTED BY THESE SUBSTANCES. PRIOR OWNERS AND THE SELLER MAY HAVE ATTEMPTED TO REMEDIATE MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES ON OR ABOUT THE PROPERTY, AND THE BUYER ACKNOWLEDGES THAT HE HAS NOT RECEIVED ANY REPRESENTATIONS, WARRANTIES, AGREEMENTS OR PROMISES WHATSOEVER FROM ANY SOURCE OR ENTITY REGARDING PRIOR REMEDIATION MEASURES. BUYER FURTHER ACKNOWLEDGES THAT PRIOR REMEDIATION MEASURES MAY NOT HAVE FOUND THE CAUSE OF THE PROBLEM AND THAT HE MAY BE PURCHASING A HOME WHICH REQUIRES ADDITIONAL REMEDIATION OR HAS INHERENT STRUCTURAL OR SYSTEMIC MOISTURE PROBLEMS REQUIRING REPAIR OR REMEDIATION.

4. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO HAVE THE PROPERTY INSPECTED AND ABATED OR REMEDIATED BY A QUALIFIED MOLD REMEDIATION SPECIALIST TO REDUCE THE CONCENTRATIONS OF MOLD OR SIMILAR SUBSTANCES PRESENT ON OR IN THE PROPERTY, PRIOR TO HUMAN OR ANIMAL OCCUPANCY. Buyer hereby warrants and agrees that Buyer has or has had, the opportunity to thoroughly inspect the property, particularly the portions of the property contaminated by MOLD, MILDEW, or other FUNGAL substances, and has elected to purchase the property, despite the Mold contamination, relying solely upon Buyer's own inspection, examination and evaluation of the property, and not on any information provided or to be provided by the Seller. Buyer acknowledges that Buyer has received a copy of the "Homebuyer's Guide to Common Environmental Hazards" as well as any report containing an inspector's findings regarding the nature and/or extent of the Mold contamination affecting the Property. Buyer further acknowledges that while Seller has provided the foregoing materials for Buyer's information, the Seller makes no representations or warranties regarding the accuracy or completeness of such information.

5. BUYER ACKNOWLEDGES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO CONSULT WITH A PHYSICIAN REGARDING THE POTENTIAL ADVERSE EFFECTS OF MOLD EXPOSURE ON HUMAN AND ANIMAL HEALTH, PARTICULARLY WITH RESPECT TO HUMANS OR ANIMALS WHOSE HEALTH MAY BE MORE LIKELY TO BE ADVERSELY AFFECTED BY MOLD DUE TO THEIR AGE, PHYSICAL CONDITION, ALLERGIES, MEDICAL CONDITION, HISTORY OR SUSCEPTIBILITY.

6. BUYER'S DUTIES: Buyer hereby agrees to furnish a copy of this special Mold Addendum to Contract For Sale together with the "Homebuyer's Guide to Common Environmental Hazards," as well as any other reports or information concerning the Property furnished by Seller to any subsequent purchaser, lessee, occupant, or other transferee from Buyer. Buyer further agrees not to sell, lease or otherwise transfer the Property or any interest therein to any person without fully remediating the mold contamination and fully disclosing to any subsequent transferee from Buyer, the Buyer's efforts to remediate the Mold and other contamination affecting the Property. This provision shall survive closing.

7. RELEASE: Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS for SELLER, and their AGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from and against any and all present or future claims, losses or demands of any kind or character relating to the condition of the Property, including, but not limited to all present or future tort or other claims involving property damage or injuries to human health directly or indirectly attributed to or arising out of any mold or similar fungal substances impacting the Property. This release shall survive Closing.

8. INDEMNIFICATION: Buyer agrees to, defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, the Releasees) from and against any and all lawsuits, damages, claims, suits, proceedings, liabilities, costs and expenses (including without limitation, attorney's fees) which may be imposed on, sustained, incurred or suffered, or asserted against Releasees, directly or indirectly, as a result or relating to or arising out of the breach of any representation or warranty or covenant or agreement of Buyer contained in this Special Mold Addendum including, but not limited to, Buyer's agreement to provide the information set forth in Section 6 above, as well as Buyer's agreement to disclose Buyer's efforts to remediate such mold contamination as set forth in Section 6 above.

OTHER PROVISIONS: \_\_\_\_\_

SELLER:  
[CHECK ONE]  
 CitiMortgage, Inc. successor by reason of merger with CitiFinancial Mortgage Company, Inc.  
 CitiMortgage, Inc. on behalf of Associates Financial Services Company, Inc., its Subsidiaries, successors and assigns.

By: \_\_\_\_\_ BUYER: \_\_\_\_\_  
TITLE: \_\_\_\_\_ BUYER: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
LISTING REALTOR: \_\_\_\_\_ CO-OPERATING REALTOR: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_