



AUCTIONS
by ATG

**FANNIE MAE LAST LOOK AUCTION
BIDDER REGISTRATION**

Auction Date: _____ Location: _____

BIDDER INFORMATION

Bidder Name: _____ Co-Bidder Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Purchase Type: Primary Home Secondary Home Investment

BIDDER INFORMATION (LEGAL ENTITY)

Legal Name of Entity: _____ Entity Type: _____

Address: _____

City, State, Zip: _____

Work Phone: _____ Cell Phone: _____

Email: _____

Name of Authorized Person: _____

Title: _____ Years at Job: _____

Purchase Type: Primary Home Secondary Home Investment

NOTE: If Bidder is a partnership, trust, or other entity, Bidder must submit to Auctions by ATG (Auctioneer) the necessary legal documents to execute the purchase documentation in an entity, partnership, or trust name.

BIDDING INFORMATION

Method of Payment You Intend to Use if You are the Winning Bidder: Cash Financing

Note: Fannie Mae prefers cash offers.

Note: If you intend to finance your purchase, Fannie Mae HomePath financing may be available for some of the properties included in the auction. For more information, visit www.homepath.com. If you have further questions regarding a particular property, please contact Diana Peterson at dpeterson@atgf.com or 312.752.1413.

Note: To register to bid, you must submit to Auctioneer, along with this completed Bidder Registration form, proof of funds (if paying cash) or prequalification for a mortgage loan in an amount sufficient for you to perform your obligations (an amount equal to or less than the current list price of any property on which you intend to bid) under the terms contained in the Multi-Board Residential Real Estate Contract (attached hereto as Exhibit A) as modified by: 1) the language contained in Exhibit B (attached hereto); 2) the Fannie Mae Real Estate Purchase Addendum (attached hereto as Exhibit C); and 3) the Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards (applicable to all properties built prior to 1978) (attached hereto as Exhibit D). The Fannie Mae prequalification requirement includes, but is not limited to, a certification of prequalification or a mortgage loan commitment from a mortgage lender, a satisfactory credit report, and/or proof of funds sufficient to meet your obligations under the terms of the purchase agreement documents contained in Exhibits A, B, C, and D.

Note: To submit a pre-auction bid, please contact Diana Peterson at dpeterson@atgf.com or 312.752.1413. Some properties will be sold prior to auction day. To ensure your bid is considered, submit a pre-auction bid as early as possible. If multiple pre-auction bids are received for the same Property and no pre-auction bid has been accepted prior to auction day, Auctioneer will use the highest pre-auction bid received as the opening bid on auction day.

Note: If you intend to bid on a property you will occupy and make your primary residence, and if you are the winning bidder and you close on the property, please review the Fannie Mae Owner Occupant Certification (attached hereto as Exhibit E), which is a Rider to the Fannie Mae Real Estate Purchase Addendum (Exhibit C). You do not need to occupy a property as your primary residence if you are the winning bidder. However, Fannie Mae does give preference to offers from owner occupants. Only submit this Certification if you truly intend to occupy the property as your primary residence under the terms and conditions detailed in Exhibit E. There are serious legal consequences and fines associated with falsely submitting this Certification.

Note: If you plan to purchase multiple properties using different buyers or entities, each bidder or entity must register to bid and will be given his/her/its own bidder card and bidder number.

Note: If you cannot attend the auction and want to submit an absentee bid, please do so by submitting a completed absentee bid form (attached hereto as Exhibit F) by no later than noon the day before the auction, along with the required earnest money and prequalification letter or proof of funds. Please refer to Exhibit F for more details.

Note: Bidding by Proxy: Absentee bidders may increase their bid on auction day if: 1) they register as an absentee bidder; and 2) if they pre-register a proxy bidder who will be present at the auction and is authorized by the absentee bidder to bid on the absentee bidder's behalf. Please refer to Exhibit F for more details.

Note: Earnest Money Required to Bid: On auction day, for each property on which you intend to bid, at check-in you must show evidence of funds in the form of a certified or cashier's check in the amount of \$2,500.00, which will be made payable to the listing brokerage company for the property. If you are the winning bidder, you will also be required to present additional funds in an amount equal to the difference between \$2,500.00 and 5% of your winning bid. If 5% of your winning bid is \$2,500.00 or less, you will only be required to submit certified funds in the amount of \$2,500.00.

Note: Photo Identification Required for all Bidders and Proxy Bidders on auction day: All Bidders and Proxy Bidders must present a photo identification card at check-in in order to bid. Presentation of a current driver's license, passport, or other state-issued photo identification card will be required.

By registering for and attending this auction, I acknowledge having read and agreed to the contractual terms and conditions contained in Exhibits A-F to this Bidder Registration form.

I understand that by registering for the auction, in the event that I am the winning bidder, I will be required to acknowledge, in writing, that I have fully performed all necessary due diligence in connection with the property or mortgage notes to the extent I deem necessary, that I have received and reviewed disclosures and information relating to the property and/or mortgage notes prior to bidding at the auction, and that I have had the opportunity to read and review the legally binding terms and conditions contained in Exhibits A-F and any other purchase agreement documentation, all of which was available prior to the auction. Furthermore, I hereby agree to and accept these terms and conditions if I am the winning bidder.

I understand that any information provided to me by Auctioneer is not guaranteed and was subject to change.

I am registering to bid on the following properties:

1.	_____	_____
	Lot No.	Property Address
2.	_____	_____
	Lot No.	Property Address
3.	_____	_____
	Lot No.	Property Address
4.	_____	_____
	Lot No.	Property Address
5.	_____	_____
	Lot No.	Property Address
6.	_____	_____
	Lot No.	Property Address
7.	_____	_____
	Lot No.	Property Address
8.	_____	_____
	Lot No.	Property Address
9.	_____	_____
	Lot No.	Property Address
10.	_____	_____
	Lot No.	Property Address

I hereby release and hold harmless Auctioneer, its agents and personnel, and Fannie Mae with respect to all liability, loss, damages, claims, suits, causes of action, or expenses of any kind or nature, including, but not limited to, legal fees and costs arising out of my attending and bidding at the auction, my attendance of any open house, or my inspection of and/or due diligence relating to any property offered by Auctioneer for purchase.

_____	_____
Signature of Bidder	Date
_____	_____
Signature of Bidder	Date

PLEASE SEND YOUR COMPLETED BIDDER REGISTRATION FORMS VIA

Fax: 312.224.0246

E-mail: mfgill@atgf.com

QUESTIONS?

Please contact Diana Peterson

Phone: 312.752.1413

E-mail: dpeterson@atgf.com



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) _____

3 Seller(s) (Please Print) _____

4 **If Dual Agency applies, complete Optional Paragraph 41.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the Property, all improvements, the fixtures and
6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
7 Real Estate with the approximate lot size or acreage of _____ commonly known as:

8 _____
9 Address City State Zip

10 _____
11 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

12 **If Condo/Coop/Townhome Parking is Included:** # of space(s) ____; identified as Space(s) # _____;
13 (*check type*) deeded space limited common element assigned space.

14 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and included Personal Property are owned by
15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [*Check or enumerate applicable items*]

- 19 Refrigerator Central Air Conditioning Central Humidifier Light Fixtures, as they exist
- 20 Oven/Range/Stove Window Air Conditioners Water Softener (owned) Built-in or Attached Shelving
- 21 Microwave Ceiling Fan(s) Sump Pumps All Window Treatments & Hardware
- 22 Dishwasher Intercom System Electronic or Media Air Filter Existing Storms & Screens
- 23 Garbage Disposal TV Antenna System Central Vac & Equipment Fireplace Screens/Doors/Grates
- 24 Trash Compactor Satellite Dish Security Systems (owned) Fireplace Gas Logs
- 25 Washer Outdoor Shed Garage Door Openers Invisible Fence System, Collars & Box
- 26 Dryer Planted Vegetation with all Transmitters Smoke Detectors
- 27 Attached Gas Grill Outdoor Playsets All Tacked Down Carpeting Carbon Monoxide Detectors

28 **Other items included:** _____

29 **Items NOT included:** _____

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31 operating condition at Possession, except: _____.

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is
33 intended, regardless of age, and does not constitute a threat to health or safety.

34 **Home Warranty** shall shall not be included at a Premium not to exceed \$_____.

35 **4. PURCHASE PRICE:** Purchase Price of \$_____ shall be paid as follows: Initial earnest money
36 of \$_____ by check, cash **OR** note due on _____, 20____ to be increased
37 to a total of \$_____ by _____, 20____. The earnest money shall be held by the
38 [*check one*] Seller's Broker Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's
41 check is guaranteed by a licensed title insurance company).

42 **5. CLOSING:** Closing or escrow payout shall be on _____, 20____ or at such time as mutually
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall
45 be agreed mutually by the Parties.

46 **6. POSSESSION:** Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the
47 time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

49 **7. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer [*check one*] has has
50 not received a completed Illinois Residential Real Property Disclosure Report; [*check one*] has has not
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [*check one*] has has not
52 received a Lead-Based Paint Disclosure; [*check one*] has has not received the IEMA Pamphlet "Radon
53 Testing Guidelines for Real Estate Transactions"; [*check one*] has has not received the Disclosure of
54 Information on Radon Hazards.

55 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants;
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
58 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$_____
60 per _____ (and, if applicable, Master/Umbrella Association fees are \$_____ per _____). Seller agrees
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate
64 taxes shall be prorated as of the date of Closing based on _____% of the most recent ascertainable full year
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 **9. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the
70 respective Parties, by Notice, may:

- 71 (a) Approve this Contract; or
- 72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
76 shall be null and void; or
- 77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
78 declare this Contract null and void and this Contract shall remain in full force and effect.

79 **Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not**
80 **served within the time specified herein, the provisions of this paragraph shall be deemed waived by the**
81 **Parties and this Contract shall remain in full force and effect.**

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

82 **10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense
83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint
84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation
85 inspection of the Real Estate by one or more licensed or certified inspection service(s).

86 (a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute
87 defects and are not a part of this contingency. **The fact that a functioning major component may be at**
88 **the end of its useful life shall not render such component defective for purposes of this paragraph.**
89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the
90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover
91 only the major components of the Real Estate, including but not limited to central heating system(s),
92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,
93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it
94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health
95 or safety. If radon mitigation is performed, Seller shall pay for any retest.

96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for
97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection
98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based
99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of
100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection
101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this
102 Contract shall be null and void.

103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.

106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain
108 in full force and effect.

109 **11. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
111 _____, 20__ for a *[check one]* fixed adjustable; *[check one]* conventional FHA/VA
112 (if FHA/VA is chosen, complete Paragraph 35) other _____ loan of _____% of Purchase
113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
114 exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee
115 and/or discount points not to exceed _____% of the loan amount. Buyer shall pay the cost of application,
116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing
117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of
118 Acceptance. **Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied**
119 **for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within**
120 **the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan**
121 **commitment is not served within the time specified, Buyer shall be deemed to have waived this**
122 **contingency and this Contract shall remain in full force and effect. Unless otherwise provided in**
123 **Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real**
124 **estate.** Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a
125 loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the
126 sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)
127 days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

128 purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such
129 event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to
130 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and
131 shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for
133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)
134 Business Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves**
135 **Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If**
136 **Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency**
137 **and this Contract shall remain in full force and effect.**

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure
139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
140 special flood hazard area which requires Buyer to carry flood insurance. **If Notice of the option to declare**
141 **this Contract null and void is not given to Seller within ten (10) Business Days after the Date of**
142 **Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),**
143 **Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and
149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all
150 amendments; public and utility easements including any easements established by or implied from the
151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;
153 installments due after the date of Closing of general assessments established pursuant to the Declaration
154 of Condominium/Covenants, Conditions and Restrictions.

155 (b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
156 all special assessments confirmed prior to the Date of Acceptance.

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller
158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently
159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to
160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by
161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by
162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,
164 Buyer agrees to comply with same.

165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing
166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,
169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days
170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies
171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed
172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

173 (e) Seller shall not be obligated to provide a condominium survey.

174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer’s mortgagee, if any, as an insured.

175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer’s designated grantee good and
176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,
177 (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by
178 Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,
179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions
180 and restrictions of record; and building lines and easements, if any, provided they do not interfere with the
181 current use and enjoyment of the Real Estate.

182 **16. TITLE:** At Seller’s expense, Seller will deliver or cause to be delivered to Buyer or Buyer’s attorney within
183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a
184 title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended
185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
186 Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall
187 not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
189 stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any**
190 **encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said**
191 **exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure**
192 **against loss or damage that may result from such exceptions or survey matters or insure against any court-**
193 **ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to
194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior
195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title
196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
197 Insurance Policy.

198 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
199 condominium (see Paragraph 14) Seller shall, at Seller’s expense, furnish to Buyer or Buyer’s attorney a Plat
200 of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not
201 more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor
202 licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show
203 visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The
204 land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners
205 shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near
206 the professional land surveyor seal and signature: “This professional service conforms to the current Illinois
207 Minimum Standards for a boundary survey.” A Mortgage Inspection, as defined, is not a boundary survey
208 and is not acceptable.

209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,
210 this sale shall be closed through an escrow with the lending institution or the title company in accordance
211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the
212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.
213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase
214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____ v5.0e

217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
219 condemnation award or any insurance payable as a result of the destruction or damage, which gross
220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to
221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed
224 for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be
225 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and
226 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be
227 ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of
228 such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be
229 paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees
230 to pay such excess promptly upon demand.

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no
232 knowledge of nor has Seller received written notice from any governmental body regarding:

- 233 (a) zoning, building, fire or health code violations that have not been corrected;
- 234 (b) any pending rezoning;
- 235 (c) boundary line disputes;
- 236 (d) any pending condemnation or Eminent Domain proceeding;
- 237 (e) easements or claims of easements not shown on the public records;
- 238 (f) any hazardous waste on the Real Estate;
- 239 (g) any improvements to the Real Estate for which the required permits were not obtained;
- 240 (h) any improvements to the Real Estate which are not included in full in the determination of the most
241 recent tax assessment; or
- 242 (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

243 Seller further represents that:

- 244 1. There *[check one]* is is not a pending or unconfirmed special assessment affecting the Real Estate by
245 any association or governmental entity payable by Buyer after date of Closing.
- 246 2. The Real Estate *[check one]* is is not located within a Special Assessment Area or Special Service
247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

248 **If any of the representations contained herein regarding a Special Assessment Area or Special Service**
249 **Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If**
250 **Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business**
251 **Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph**
252 **11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain**
253 **in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.**

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the
256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real
257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,
258 improvements and included Personal Property are in substantially the same condition as of the Date of
259 Acceptance, normal wear and tear excepted.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0

260 **23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

- 261 (a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing
262 inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by
263 municipal ordinance shall be paid by the party designated in such ordinance.
264 (b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal
265 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

266 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
267 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

268 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
269 executing, negotiating, and finalizing this Contract.

270 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
271 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money
272 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of
273 competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been
274 provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest
275 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court
276 by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money
277 for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and
278 Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising
279 under this paragraph.

280 **27. NOTICE:** Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out"
281 Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or
282 attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in
283 the following manner:

- 284 (a) By personal delivery; or
285 (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested.
286 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
287 mailing; or
288 (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that
289 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is
290 transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
291 Business Day after transmission; or
292 (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient
293 Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and
294 time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business
295 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission.
296 An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this
297 Contract; or
298 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
299 following deposit with the overnight delivery company.

300 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the
301 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be
302 entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of
303 competent jurisdiction.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____ Address _____ v5.0

304 **29. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois
306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the
308 Parties and the following attachments, if any: _____
309 _____

310 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

311 _____ **31. SALE OF BUYER'S REAL ESTATE:**

312 [Initials]

313 **(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

314 (1) Buyer owns real estate commonly known as (address):
315 _____

316 (2) Buyer [*check one*] has has not entered into a contract to sell said real estate.

317 If Buyer has entered into a contract to sell said real estate, that contract:

318 (a) [*check one*] is is not subject to a mortgage contingency.

319 (b) [*check one*] is is not subject to a real estate sale contingency.

320 (c) [*check one*] is is not subject to a real estate closing contingency.

321 (3) Buyer [*check one*] has has not listed said real estate for sale with a licensed real estate broker and
322 in a local multiple listing service.

323 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple
324 listing service, Buyer [*check one*]

325 (a) Shall list said real estate for sale with a licensed real estate broker who will place it in a local
326 multiple listing service within five (5) Business Days after the Date of Acceptance.

327 [For information only] Broker: _____

328 Broker's Address: _____ Phone: _____

329 (b) Does not intend to list said real estate for sale.

330 **(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**

331 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real
332 estate that is in full force and effect as of _____, 20____. Such contract should provide
333 for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or**
334 **before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of**
335 **Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a**
336 **contract for the sale of Buyer's real estate is not served on or before the close of business on the**
337 **date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies**
338 **contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this**
339 **paragraph is used, then the following paragraph must be completed.)**

340 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in
341 Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the
342 sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon
343 Buyer closing the sale of Buyer's real estate on or before _____, 20____. **If Notice that**
344 **Buyer has not closed the sale of Buyer's real estate is served before the close of business on the**
345 **next Business Day after the date set forth in the preceding sentence, this Contract shall be null and**
346 **void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have**
347 **waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full**
348 **force and effect.**

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address _____ v5.0

349 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
350 Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)),
351 Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination.
352 **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with**
353 **Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required**
354 **by this subparagraph is not served within the time specified, Buyer shall be in default under the**
355 **terms of this Contract.**

356 **(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
357 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

358 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed
359 in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have
360 _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph
361 31(B), subject to Paragraph 31(D).

362 (2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be
363 served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out"
364 Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide
365 such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer
366 shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be
367 served upon Buyer in the following manner:

368 (a) By personal delivery effective at the time and date of personal delivery; or

369 (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice
370 shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in
371 the U.S. Mail; or

372 (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00
373 P.M. Chicago time on the next delivery day following deposit with the overnight delivery
374 company, whichever first occurs.

375 (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force
376 and effect.

377 (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period
378 by Buyer, this Contract shall be null and void.

379 (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by
380 Paragraph 27 of this Contract.

381 (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney
382 or representative.

383 **(D) WAIVER OF PARAGRAPH 31 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
384 Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional
385 earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the
386 time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver**
387 **shall be deemed ineffective and this Contract shall be null and void.**

388 **(E) BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
389 contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

390 _____ **32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has
391 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior
392 contract on or before _____, 20____. **In the event the prior contract is not cancelled within the**
393 **time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior**

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0

394 contract should not be served until after Attorney Review and Professional Inspections provisions of this
395 Contract have expired, been satisfied or waived.

396 _____ **33. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the
397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to
398 Buyer at Closing \$_____ to be applied to prepaid expenses, closing costs or both.

399 _____ **34. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other
400 required forms), shall be held in a federally insured interest bearing account at a financial institution
401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to
402 Buyer. **Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the**
403 **account.** In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)
404 Business Days prior to the anticipated Closing date.

405 _____ **35. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall
406 be applicable: **Required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA,
407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and *[check one]*
408 shall shall not be added to the mortgage loan amount.

409 _____ **36. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written
410 commitment for interim financing on or before _____, 20____ in the amount of \$_____.
411 **If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time**
412 **specified, this Contract shall be null and void. If Notice is not served within the time specified, this**
413 **provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

414 _____ **37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's
415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and
416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable
417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic
418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply
419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy
420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a
421 defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach
422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.
423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report
424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract
426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day
427 prior to Closing.

428 _____ **38. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10,
429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a
430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector
431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no
432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed
433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the
434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this
435 Contract null and void.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0

436 _____ **39. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M.
437 on the date that is _____ days after the date of Closing (“the Possession Date”). Seller shall be responsible
438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
439 Seller shall deposit in escrow at Closing with _____, [check one] one percent (1%) of the
440 Purchase Price or the sum of \$_____ to be paid by Escrowee as follows:
441 (a) The sum of \$_____ per day for use and occupancy from and including the day after
442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day
444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
445 and
446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
447 have been satisfied. Seller’s liability under this paragraph shall not be limited to the amount of the
448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
449 Landlord/Tenant relationship between the Parties.

450 _____ **40. “AS IS” CONDITION:** This Contract is for the sale and purchase of the Real Estate in its
451 “As Is” condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller’s Designated
453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
454 Buyer’s expense. In that event, Seller shall make the Real Estate available to Buyer’s inspector at reasonable
455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
456 the acts or negligence of Buyer or any person performing any inspection. **In the event the inspection reveals**
457 **that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)**
458 **Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify**
459 **Seller or to conduct said inspection operates as a waiver of Buyer’s right to terminate this Contract under**
460 **this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the
461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 _____ **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
463 consented to _____
464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 _____ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the
467 Real Estate by _____
468 Buyer’s Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer’s
469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 _____ **43. MISCELLANEOUS PROVISIONS:** Buyer’s and Seller’s obligations are contingent upon
473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
475 following: (check applicable boxes)

- | | | |
|--|--|--|
| 476 <input type="checkbox"/> Articles of Agreement for Deed or | <input type="checkbox"/> Assumption of Seller’s Mortgage | <input type="checkbox"/> Commercial/Investment |
| 477 Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 478 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0

479 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND**
480 **DELIVERED TO THE PARTIES OR THEIR AGENTS.**

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
482 Residential Real Estate Contract 5.0.

483 _____
484 Date of Offer DATE OF ACCEPTANCE

485 _____
486 Buyer Signature Seller Signature

487 _____
488 Buyer Signature Seller Signature

489 _____
490 Print Buyer(s) Name(s) [Required] Print Seller(s) Name(s) [Required]

491 _____
492 Address Address

493 _____
494 City State Zip City State Zip

495 _____
496 Phone E-mail Phone E-mail

497 **FOR INFORMATION ONLY**

498 _____
499 Buyer's Broker MLS # Seller's Broker MLS #

500 _____
501 Buyer's Designated Agent MLS # Seller's Designated Agent MLS #

502 _____
503 Phone Fax Phone Fax

504 _____
505 E-mail E-mail

506 _____
507 Buyer's Attorney E-mail Seller's Attorney E-mail

508 _____
509 Phone Fax Phone Fax

510 _____
511 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

512 _____
513 Loan Officer Phone/Fax Management Co. /Other Contact Phone

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. **Unauthorized duplication or alteration of this form or**
515 **any portion thereof is prohibited.** Official form available at www.irela.org (web site of Illinois Real Estate Lawyers
516 Association).

Approved by the following organizations as of July 20, 2009

517 Illinois Real Estate Lawyers Association · DuPage County Bar Association · Will County Bar Association
518 Northwest Suburban Bar Association · Chicago Association of REALTORS®
519 Mainstreet Organization of REALTORS® · Aurora-Tri County Association of REALTORS® · West Towns Board of REALTORS®
520 REALTOR® Association of Northwest Chicagoland · REALTOR® Association of the Fox Valley
521 Oak Park Area Association of REALTORS® · McHenry Association of REALTORS® · Three Rivers Association of REALTORS®
522 North Shore-Barrington Association of REALTORS®

523 **Seller Rejection:** This offer was presented to Seller on _____, 20__ at ____:____ AM/PM
524 and rejected on _____, 20__ at ____:____ AM/PM _____ (Seller initials).

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____ v5.0

Loan Status Disclosure
Recommended Form - To Be Completed By Loan Officer

Borrowers / Buyers Name(s): _____

Current Address: _____
Street Address

City or Town _____ State _____ Zip _____

Purchase Price dollar amount prequalified, pre-approved, or approved for:

\$_____. Loan Amount \$_____ with a total monthly payment not to exceed \$_____.

The current status of prequalification or application status of the borrowers/buyers is:

Prequalification, WITHOUT credit review*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation they provided regarding income and down payment has been reviewed by the loan originator listed below. It is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

Prequalification, WITH credit review*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation of income, down payment and credit report have been reviewed by the loan originator listed below. After careful review, it is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

This Prequalification is **WITH** or **WITHOUT** Automated Underwriting approval.

Pre-Approval*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been approved by an Automated Underwriting System issued or accepted by FNMA, FHLMC, HUD or Nationally recognized purchaser/pooler of mortgage loans, and a conditional commitment has been issued. See attached commitment.

Approval*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been reviewed by the actual lender's underwriter and conditional commitment has been issued. See attached commitment.

*Please note that nothing contained herein constitutes a loan commitment or guarantee of financing and is used for disclosure purposes only. See actual commitment letter for specific conditions/requirements of the lender. All approvals are subject to satisfactory appraisal, title, and no material change to borrower(s) financial status.

Information on mortgage company issuing the prequalification, pre-approval or approval:

Originating Company's Name: _____

Company Address: _____
Street address City or Town State Zip Code

Company Phone: _____ Fax: _____

Loan Originator's name: _____ Date: _____

Loan Originator's signature: _____

Use Recommended by: Illinois Association of Mortgage Professionals;
Illinois Association of REALTORS® and Illinois Real Estate Lawyers Association

Pursuant to paragraph 28 of the
Real Estate Purchase Addendum
this document is subject to all
terms and conditions set forth in
the Real Estate Purchase Addendum

REO # _____

REAL ESTATE PURCHASE ADDENDUM

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract (the "Contract"), between _____ ("Seller") and _____ ("Purchaser") for the property and improvements located at the following address: _____ ("Property").

As used in this Addendum, the Contract, Addendum and any riders thereto shall be collectively referred to as the "Agreement".

The Seller and the Purchaser agree as follows:

1. Offer:

- (a) Acknowledgement of Sufficient Offer: The Purchaser has offered to purchase the property for a purchase price in the amount of \$ _____ in accordance with the terms set forth in the Agreement ("Offer"). The Seller has reviewed the Offer and deemed it materially sufficient on _____, 20__ ("Acknowledgement Date").
- (b) Acceptance of Offer: Notwithstanding Seller's acknowledgement that the Offer is sufficient for acceptance, the Purchaser agrees that the Agreement remains subject to acceptance by the Seller and must be signed by all parties in order to be binding. The Agreement shall be effective as of the date of execution by Seller ("Effective Date"). The Purchaser's earnest money deposit of \$ _____ is to be placed in a trust account acceptable to the Seller within two (2) calendar days following the Effective Date. The Agreement, signed by the Purchaser and reflecting the terms as acknowledged by the Seller, must be received by the Seller within five (5) calendar days of the Acknowledgement Date. If the Seller does not receive the signed Agreement by such date, the Purchaser's offer shall be deemed null and void. As used in this paragraph, the term "received by the Seller" means actual receipt of the Agreement by the Seller's listing agent.

The Purchaser shall present proof, satisfactory to the Seller, of the Purchaser's funds or prequalification for a mortgage loan in an amount and under terms sufficient for the Purchaser to perform its obligations under this Agreement. The prequalification shall include but is not limited to, a certification of prequalification or a mortgage loan commitment from a mortgage lender, a satisfactory credit report and/or proof of funds sufficient to meet the Purchaser's obligations under the Agreement. The Purchaser's submission of proof of prequalification is a condition precedent to the Seller's acceptance. The Seller may require the Purchaser to obtain, at no cost to the Purchaser, loan prequalification from a Seller approved third party lender. Notwithstanding any Seller required prequalification, the Purchaser acknowledges that Purchaser is free to obtain financing from any source.

2. Time is of the Essence: Settlement Date:

- (a) It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute.
- (b) The closing shall take place on a date ("Settlement Date") on or before _____, 20__ ("Expiration Date"), unless extended in writing signed by the Seller and the Purchaser or extended by the Seller under the terms of the Agreement. The closing shall be held at a place so designated and approved by the Purchaser. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing. The date the closing takes place shall be referred to as the Settlement Date for purposes of the Agreement. If the closing does not occur by the Expiration Date, or in any extension, the Agreement is automatically terminated and the Seller may retain any earnest money deposit as liquidated damages.

PURCHASER (Initials) _____

SELLER (Initials) _____

3. Financing: This Agreement (check one): **is**, **is not**, contingent on the Purchaser obtaining financing for the purchase of the Property. If this Agreement is contingent on financing, the type of financing shall be the following (check one):

- Fannie Mae HomePath Mortgage Financing from a participating lender
- Fannie Mae HomePath Renovation Financing from a participating lender
- Conventional
- FHA
- VA
- Other (specify: _____)

All Financing. (This paragraph applies to all financing, whether or not it is Fannie Mae HomePath or other financing.) If this Agreement is contingent on financing, the Purchaser shall apply for a loan in the amount of \$ _____ with a term of _____ years, at prevailing rates, terms and conditions. The Purchaser shall complete and submit to a mortgage lender, of the Purchaser's choice, an application for a mortgage loan containing the terms set forth in this paragraph within five (5) calendar days of the Acknowledgement Date, and shall use diligent efforts to obtain a mortgage loan commitment by _____, 20___. If, despite the Purchaser's diligent efforts, the Purchaser cannot obtain a mortgage loan commitment by the specified date, then either the Purchaser or the Seller may terminate the Agreement by giving written notice to the other party. The Purchaser's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Purchaser. The Purchaser agrees to cooperate and comply with all requests for documents and information from the Purchaser's chosen lender during the loan application process. Failure of the Purchaser to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by the Purchaser.

- (a) Any change as to the terms of the Purchaser's financing, including but not limited to any change in the Purchaser's lender, after negotiations have been completed may, at Seller's discretion, require renegotiation of all terms of the Agreement. Seller shall have the right to terminate the Agreement in the event there is a change in Purchaser's financing or choice of lender.
- (b) The Purchaser shall ensure that the lender selected by the Purchaser to finance the sale shall fund the settlement agent as of the Settlement Date. The Purchaser shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to the Settlement Date. Any delays in closing as a result of the Purchaser's selected lender shall be the responsibility of the Purchaser.

4. Use of Property: The Purchaser (check one): **does**, **does not**, intend to use and occupy the Property as Purchaser's primary residence.

5. Inspections:

- (a) On or before ten (10) calendar days from the Acknowledgement Date, the Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the Property. The Purchaser shall keep the Property free and clear of liens and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the Purchaser's inspection and the Purchaser shall repair all damages arising from or caused by the inspections. The Purchaser shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Purchaser shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized this Property and the Purchaser desires to have the Property inspected, the Seller's listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Purchaser, but not later than ten (10) calendar days from the Acknowledgment Date, whichever first occurs, the Purchaser will provide written notice to the Seller of any items disapproved. The Purchaser's silence shall be deemed as acceptance of the condition of the Property. The Purchaser shall provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Purchaser's disapproval of the condition of the property is based. In no event shall the Seller be obligated to make any repairs or replacements that may be indicated in the Purchaser's inspection reports. The Seller may, in its sole discretion,

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make such repairs to the Property under the terms described in Section 6 of this Addendum.

If the Seller elects not to repair the Property, the Purchaser may cancel this Agreement and receive all earnest money deposited. If the Seller elects to make any such repairs to the Property, the Seller shall notify the Purchaser after completion of the repairs and the Purchaser shall have five (5) calendar days from the date of notice, to inspect the repairs and notify the Seller of any items disapproved. If after inspection the Purchaser is not satisfied with repairs or treatments, Purchaser may terminate the Agreement at any time prior to closing.

In situations that are applicable, a structural, electrical, mechanical, environmental or termite inspection report may have been prepared for the benefit of the Seller. Upon request, the Purchaser will be allowed to review the report to obtain the same information and knowledge the Seller has about the condition of the Property but the Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of the Seller. The Purchaser will not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property.

- (b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Purchaser, at the Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative ("Governing Documents") within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined in the Seller's sole discretion, to assist the Purchaser in obtaining a copy of the Governing Documents. The Purchaser will be deemed to have accepted the Governing Documents if the Purchaser does not provide the Seller notice in writing, within fifteen (15) calendar days of the Effective Date, of the Purchaser's disapproval of the Governing Documents. In the event Purchaser disapproves of the Governing Documents, Purchaser has the right to terminate the Agreement provided the Purchaser notifies Seller in writing of Purchaser's disapproval within fifteen (15) calendar days of the Effective Date.

6. Repairs: All repairs and treatments **will be** completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. **Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing. The Purchaser shall inspect the repairs and/or treatments as set forth in paragraph 5(a) or is deemed to have waived such inspection and any objections to the repairs and/or treatments.** The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Purchaser has inspected or has been given the opportunity to inspect repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Settlement Date. **The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property.** Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/ or treatments or copies of such receipts or statements nor any other documentation regarding any repairs or treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY. THE PURCHASER AGREES TO EXECUTE AND DELIVER TO THE SELLER AT CLOSING FANNIE MAE'S NPDC FORM 4 WAIVER & RELEASE.**

7. **CONDITION OF PROPERTY: THE PURCHASER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN WITH RESPECT TO THE FOLLOWING:**

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- (A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;
- (B) THE CONFORMITY OF THE PROPERTY, OR THE IMPROVEMENTS, TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND
- (C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH, IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as “Mold”) are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller’s employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller’s employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

If at any time the Property conditions result in violations of building code or other laws or regulations, either party shall have the right to terminate the Agreement at any time prior to closing. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser’s breach of this Section 7 of this Addendum.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

8. Occupancy Status of Property: The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. Seller represents that the Property may have tenants occupying same under an active lease but expressly disclaims any warranties regarding the validity, enforceability, performance under or continuation of said lease. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser’s reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise

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noted in Section 38 of this Addendum. The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 38 of this Addendum. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted under applicable laws.

The Purchaser further acknowledges that, to the best of the Purchaser's knowledge, the Seller is not holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone and agrees that no sums representing such tenant security deposits shall be transferred to the Purchaser as part of this transaction. The Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rents due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 10 of this Addendum.

The Purchaser acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Purchaser agrees that upon the closing, all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.

9. Personal Property: Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this sale or the Purchase Price unless the personal property is specifically described and referenced in Section 38 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the closing. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Seller assumes no responsibility for any personal property remaining on the Property at the time of closing.

10. Closing Costs and Adjustments:

(a) The Purchaser and the Seller agree to prorate the following expenses as of the Settlement Date: real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees and rents, if any. In determining prorations, the Settlement Date shall be allocated to the Purchaser. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Purchaser and the Seller as of Settlement Date with payments not yet due and owing to be assumed by the Purchaser without credit toward Purchase Price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and the Purchaser as current owner of the Property receives the payment, the Purchaser will immediately submit the refund to the Seller.

(b) Fannie Mae is a congressionally chartered corporation and is exempt from realty transfer taxes pursuant to 12 U.S.C. 1723a(c)(2).

(c) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker.

(d) Purchaser shall release Seller from any and all claims arising from the adjustments or prorations or errors in calculating the adjustment or prorations that are or may be discovered after closing. THE PURCHASER AGREES TO EXECUTE AND DELIVER TO THE SELLER AT CLOSING FANNIE MAE'S NPDC FORM 5 (Tax Proration Agreement).

11. Delivery of Funds: Regardless of local custom, requirements, or practice, upon delivery of the deed by the Seller to the Purchaser, the Purchaser shall deliver, or cause to be delivered, all funds due the Seller from the sale in the form of cash, bank check, certified check or wire transfer. An attorney's trust fund check shall not be sufficient to satisfy this provision unless the bank holding the

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account on which the trust fund check is drawn certifies the trust fund check.

12. Certificate of Occupancy: If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole expense. The Purchaser shall make application for all Certificates of Occupancy within ten (10) calendar days of the Acknowledgement Date. The Purchaser shall not have the right to delay the closing due to the Purchaser's failure or inability to obtain any required Certificate of Occupancy. Failure of the Purchaser to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement.
13. Delivery of Possession of Property: The Seller shall deliver possession of the Property to the Purchaser at closing. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 8 of this Addendum. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to closing and waives any and all claims for damages or compensations for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.
14. Deed: Regardless of local practice, the deed to be delivered by Seller at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

(check if applicable) Seller's deed shall include the following deed restriction:

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ _____ FOR A PERIOD OF ____ MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ _____ FOR A PERIOD OF ____ MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

15. Defects in Title: If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Expiration Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set in the Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable but any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Purchaser acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to mortgagor's right of redemption. In the event the Seller is not able to (a) make the title insurable or correct any problem or (b) obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement and any earnest money deposit will be returned to the Purchaser as the Purchaser's sole remedy at law or equity. If the Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser's silence as to any title objections shall be deemed as acceptance.

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16. Representations and Warranties:

The Purchaser represents and warrants to the Seller the following:

- (a) The Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 38 of this Addendum;
- (c) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Purchaser will not occupy or cause or permit others to occupy the Property prior to closing and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after closing;
- (e) The undersigned, if executing the Agreement on behalf of the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement; and
- (f) The Purchaser (check one): has **has not** previously purchased a Fannie Mae owned property.

17. WAIVERS:

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER WAIVES THE FOLLOWING:

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;**
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**
- (C) RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT IF INVOKED, WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY PURCHASER;**
- (D) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;**
- (E) ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THIS AGREEMENT;**
- (F) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 19 OF THIS ADDENDUM, TO WHICH THE PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;**
- (G) TRIAL BY JURY, EXCEPT AS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM OR CONNECTED WITH OR RELATED TO THIS AGREEMENT;**

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- (H) ANY CLAIMS OR LOSSES THE PURCHASER MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;**
- (I) ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY INCLUDING, BUT NOT LIMITED TO, MOLD, DRYWALL, LEAD PAINT, FUEL OIL, ALLERGENS, OR TOXIC SUBSTANCES OF ANY KIND;**
- (J) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD THE SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICIES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE; AND**
- (K) ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.**

References to the "Seller" in this Section 17 of this Addendum shall include the Seller and the Seller's servicers, representatives, agents, brokers, employees, and/or assigns.

In the event that the Purchaser breaches any of the terms described or contemplated under this Section 17 of this Addendum, the Purchaser shall pay all reasonable attorney fees and costs incurred by the Seller in defending such action, and the Purchaser shall pay Five Thousand Dollars (\$5,000) as liquidated damages for breach of this Section 17 of the Addendum, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 19 of this Addendum.

18. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the Expiration Date or to terminate this Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the closing or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;
- (c) the Seller at any time has requested that the servicing lender, or any other party, repurchase the loan previously secured by the Property and/or such lender or other party has elected to repurchase the property;
- (d) a third party with rights related to the sale of the property does not approve the sale terms;
- (e) full payment of any property, fire or hazard insurance claim is not confirmed prior to the closing ;
- (f) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (g) the Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit;
- (h) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (i) the Agreement was accepted and executed by Seller in noncompliance with Fannie Mae procedures or guidelines;
- (j) seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation; or

- (k) material misrepresentation by the Purchaser.

In the event the Seller elects to terminate this Agreement as a result of (a), (b), (c), (d), (e), (f), (i) or (j) above, the Seller shall return the Purchaser's earnest money deposit.

19. Remedies for Default:

- (a) In the event of the Purchaser's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Purchaser as liquidated damages and/or invoke any other remedy available to Seller at law and/or equity and the Seller is automatically released from the obligation to sell the Property to the Purchaser and neither the Seller nor its representatives, agents, attorneys, successors, or assigns shall be liable to the Purchaser for any damages of any kind as a result of the Seller's failure to sell and convey the Property.
- (b) In the event of the Seller's default or material breach under the terms of the Agreement or if the Seller terminates the Agreement as provided under the provisions of Paragraph 18 (a), (b), (c), (d), (e), (f), (i) or (j) of this Addendum, the Purchaser shall be entitled to the return of the earnest money deposit as Purchaser's sole and exclusive remedy at law and/or equity. The Purchaser waives any rights to file and maintain an action against the Seller for specific performance and the Purchaser acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Purchaser. Upon return of the earnest money deposit to the Purchaser, this Agreement shall be terminated, and the Purchaser and the Seller shall have no further liability or obligation, each to the other in connection with this Agreement.
- (c) The Purchaser agrees that the Seller shall not be liable to the Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.
- (d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
- (e) In the event either party elects to exercise its remedies as described in this Section 19 of this Addendum and this Agreement is terminated, the parties shall have no further obligation under this Agreement except as to any provision that survives the termination of this Agreement pursuant to Section 24 of this Addendum.

20. Indemnification: The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns 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 the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;
- (b) claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment or any other items prorated under Section 10 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Purchaser received a credit at closing under Section 10 of this Addendum; and
- (d) the Purchaser's or the Purchaser's tenants, agents or representatives use and /or occupancy of the Property prior to closing and/or issuance of required certificates of occupancy.

21. Risk of Loss: In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to

be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.

22. Eminent Domain: In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the closing, either party may terminate the Agreement and the earnest money deposit shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder except as provided in Section 24 of this Addendum.
23. Keys: The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, the Seller will re-key the exterior doors to the Property prior to closing at the Purchaser's expense. The Purchaser authorizes and instructs escrow holder to charge the account of the Purchaser at closing for the rekey.
24. Survival: Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing and/or termination of the Agreement by any party and continue in full force and effect.
25. Further Assurances: The Purchaser agrees to execute and deliver to the Seller at closing, or otherwise as requested by the Seller, documents including Fannie Mae's NPDC Form 4 (Waiver and Release), NPDC Form 5 (Tax Proration Agreement) or documents that are substantially the same, and to take such other action as reasonably may be necessary to further the purpose of this Agreement. Copies of referenced documents are available from the Seller's listing agent upon request by the Purchaser.
26. Severability: The lack of enforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
27. Assignment of Agreement: The Purchaser shall not assign this Agreement without the express written consent of the Seller. The Seller may assign this Agreement at its sole discretion without prior notice to, or consent of, the Purchaser.
28. **EFFECT OF ADDENDUM: THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW.**
29. Entire Agreement: The Agreement constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. All negotiations are merged into the Agreement. The Seller is not obligated by any other written or oral statements made by the Seller, the Seller's representatives, or any real estate licensee.
30. Modification: No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Purchaser and the Seller.
31. Rights of Others: This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.
32. Counterparts: This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.
33. Headings: The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

PURCHASER (Initials) _____
SELLER (Initials) _____

- 34. Electronic Signature: An electronic signature by the Seller or its Attorney in Fact shall be given the same effect as a written signature.
- 35. Force Majeure: Except as provided in Section 21 to this Addendum, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war and terrorism, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.
- 36. Attorney Review: The Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- 37. Notices: Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) calendar days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Purchaser shall be deemed sent or delivered when sent or delivered to the Purchaser or the Purchaser's attorney or agent at the address or fax number shown below.
- 38. Additional Terms or Conditions:

PURCHASER (Initials) _____
SELLER (Initials) _____

IN WITNESS WHEREOF, the Purchaser and the Seller have entered into this Addendum as of the date first set forth above.

PURCHASER (S):

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone: _____

Fax: _____

SELLER:

FANNIE MAE

_____, as Attorney in Fact
for Fannie Mae

FANNIE MAE as Attorney in Fact
for _____

By: _____

Date: _____

PURCHASER'S AGENT:

Brokerage Firm: _____

Purchaser's Agent Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

SELLER'S AGENT:

Brokerage Firm: _____

Seller's Agent Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

PURCHASER (Initials) _____

SELLER (Initials) _____

PURCHASER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

SELLER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

PURCHASER (Initials) _____

SELLER (Initials) _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

REO Case #: _____
Loan #: _____
Property Address: _____

Lead Warning Statement

Every purchaser of any interest in residential real 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 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 prior to purchase, at purchaser's expense.

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
- _____ (e) Purchaser has (check one below):
 - 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.

PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND IT'S SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.

Broker's/Agent's Acknowledgment (initial)

- _____ (f) Broker/Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____	_____	Fannie Mae	_____
Seller	Date	By:	Date
_____	_____	_____	_____
Broker/Agent	Date	Broker/Agent	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

**OWNER OCCUPANT CERTIFICATION
Rider to the Real Estate Purchase Addendum**

REO# _____

Property Address _____

This is to certify that consistent with the representation made by me in the Real Estate Purchase Addendum, Section 4, Use of Property, I will occupy, establish and use the above-referenced property as my primary residence within 60 days after the Closing and will continue to occupy the property as my primary residence for at least one year after the date of occupancy, unless extenuating circumstances arise which are beyond my control. If the property is a multi-unit property, I may rent units other than the unit that I occupy as my primary residence. Furthermore, I fully understand that Fannie Mae is relying upon my representation of being an owner occupant of the property, and that the sale of the property to me by Fannie Mae is conditioned upon this representation.

In the event that I do not occupy the property as my primary residence in accordance with the above certification, I shall pay Ten Thousand Dollars (\$10,000) to Seller as liquidated damages, which amount shall be in addition to Seller's right to retain any earnest money deposit and any other funds then paid by the Purchaser as liquidated damages pursuant to Section 19 of the Real Estate Purchase Addendum and any other remedy available to Seller at law or equity. Additionally, I agree to pay Seller's reasonable attorney fees and costs incurred by Seller in enforcing its rights hereunder.

PURCHASER

Date

PURCHASER

Date

PURCHASER EMAIL ADDRESS*

Agent certifies that he/she has not knowingly submitted to Seller the sales contract and Real Estate Purchase Addendum for the above referenced property on behalf of an investor purchaser. Agent further certifies that he/she is aware of the penalties to the buyer for false certification.

SELLING (BUYER'S) AGENT

Date

SELLING (BUYER'S) AGENT EMAIL ADDRESS*

*Optional field. Providing an email address allows Fannie Mae to notify you of special HomePath offers in the future, which helps buyers and real estate professionals receive the maximum benefit from these opportunities.

NOTIFICATION TO LISTING AGENT

REO# _____

Property Address _____

Listing broker/agent is hereby notified that if, for any reason, you have concern that the Owner Occupant Certification made by the PURCHASER(S) or SELLING AGENT is false, misleading or a misrepresentation of the truth that you should report this concern to your Fannie Mae sales representative or Asset Management Provider.

I have read and understood this notification.

LISTING AGENT

DATE



AUCTIONS
by ATG

**FANNIE MAE LAST LOOK AUCTION
ABSENTEE BID FORM**

Properties in the upcoming auction may have absentee bids placed through Auctions by ATG (Auctioneer). By submitting an absentee bid, a buyer is given a chance to purchase a property without having to attend the actual auction. **Completed Absentee Bid Forms must be submitted with:**

1. **Earnest money in the form of a certified or cashier's check in the amount of \$2,500.00, made payable to the listing brokerage company for the property; and**
2. **Proof of funds. (If financing, please provide pre-approval letter; if cash purchase, please provide copies of bank statements and last 2 years W-2 statements).**

If you mail your Absentee Bid Form, earnest money, and proof of funds or pre-qualification letter, please use overnight mail with tracking capability.

This Absentee Bid Form and proof of funds or pre-qualification letter must be completed and received by Auctioneer, with the required earnest money, by no later than one (1) business day prior to the auction. If correctly submitted to Auctioneer, the absentee bid ("the offer") will be submitted to seller for consideration after the auction if no higher offer is tendered on auction day. If multiple absentee bids are received on the same property, Auctioneer will use the highest offer as the starting bid on auction day. Auctioneer will notify buyer after the auction is concluded if buyer's offer was the highest offer received. To place absentee bids on multiple properties, you must submit an Absentee Bid Form, earnest money, and proof of funds or pre-qualification letter for each property on which you intend to bid.

Submit your highest and best offer. On auction day, you will not be permitted to raise your offer by phone bid or online bidding. **As an absentee bidder, the only way you may raise your bid at the live auction is by authorizing a Proxy Bidder who is present at the auction to bid on your behalf (see details below).**

All bids are subject to seller confirmation. Auctioneer typically will notify absentee bidders within one (1) business day if seller has accepted buyer's offer. If acceptance is obtained from seller, Auctioneer will email or fax the purchase documents to buyer. Buyer must sign the purchase documents and return them to Auctioneer either via hand delivery or overnight mail

BUYER INFORMATION

PROXY BIDDER INFORMATION

(Only if you intend to raise your bid at the auction through an authorized Proxy Bidder who is present at the auction, do you need to fill out the Proxy Bidder information.)

Buyer's Name (Print)

Address

City, State, Zip

Home Phone Office Phone

Cell Phone

E-Mail Address

Proxy Bidder's Name (Print)

Office Address

City, State, Zip

Office Phone Cell Phone

E-Mail Address

ABSENTEE BIDS SUBMITTED:

Lot No. _____ Property Address _____

Absentee Bid/Offer Amount: \$ _____

Lot No. _____ Property Address _____

Absentee Bid/Offer Amount: \$ _____

Lot No. _____ Property Address _____

Absentee Bid/Offer Amount: \$ _____

Lot No. _____ Property Address _____

Absentee Bid/Offer Amount: \$ _____

Lot No. _____ Property Address _____

Absentee Bid/Offer Amount: \$ _____

I have read and agree to Auctioneer's terms and conditions contained in the Auctions by ATG Fannie Mae Last Look Bidder Registration Form to which this Absentee Bid Form is attached as Exhibit F.

If I have identified a Proxy Bidder above, I understand that I am authorizing my Proxy Bidder to raise my absentee bid and bid on my behalf at the auction, and I hold Auctioneer and seller harmless for all actions of and bids placed by my Proxy Bidder. Furthermore, I agree to be legally bound by all winning bids submitted by my Proxy Bidder.

By submitting this irrevocable offer or offers, I further agree that upon acceptance by seller, I will execute the purchase documents contained in the Auctions by ATG Fannie Mae Last Look Bidder Registration Form Exhibits A-C and Exhibits D and E (if applicable) for each property for which I am the winning bidder and return them to Auctioneer within two (2) business days after seller acceptance, or I understand my offer(s) to be terminated. If so terminated, I understand the property will be returned to the market and the seller will have the option to accept other offers and/or auction the property. By my signature below, I acknowledge that I am fully prepared and able to close within thirty (30) days of the date the property is offered at auction.

Signature of Absentee Bidder

Date