

## BANK FORECLOSED PROPERTY SALE ADDENDUM

This is a legal instrument. If you do not understand this document you should consult an attorney before signing.

Addendum to purchase contract dated \_\_\_\_\_ between: \_\_\_\_\_, Buyer and Chase Home Finance, LLC as servicer for \_\_\_\_\_, Seller for the purchase and sale of property located at: \_\_\_\_\_.

1. DEED - At the closing of title there shall be delivered by the Seller at its expense a Special Warranty deed.
2. CONDITION OF PREMISES - The premises, including but not in limitation thereof, all buildings, systems, fixtures, appliances and other personal property located thereon, are being sold "AS IS" in its condition at the time of Buyer's first inspection and without representation or warranty of any kind.

Neither the Seller, nor any representative of the Seller, has made any representation upon which the Buyer relies as to the make, quality, value, condition or other matter relating to the premises including, but not in limitation thereof, any building, system, fixture, appliance or other personal property located thereon, except as otherwise expressly set forth in the purchase agreement.

Seller is selling this property due to the default of a borrower and subsequent foreclosure. Seller has never occupied this property, and is unfamiliar with the real property, its construction, and the condition of its structure, fixtures, appliances, components or any other fact relating to the real property.

Buyer assumes all risks involved with the property and any defect relating thereto.

Seller does not warrant this property or structure as to habitability or suitability for occupancy, or any use. Buyer is to make an independent determination that the real property conforms to any and all existing local, state, or federal building codes, requirements, etc.

Should said property be destroyed by fire or Act of God contract shall be deemed null and void in which buyers earnest money shall be returned forthwith.

The closing of this sale shall constitute an acknowledgment by Buyer that the property, premises, constructed systems, appliances, etc., were acceptable at the time the sale was closed.

Buyer holds Broker and Seller, Seller's agents and employees harmless from fiscal or legal responsibility arising from any defect in this property and/or structure thereon.

3. CLOSING - Said deed shall be delivered and the closing of title shall take place at the office of \_\_\_\_\_ on \_\_\_\_\_, 2006, at 2:00 p.m. or sooner by agreement of the parties upon receipt of payment.

4. TIME IS OF THE ESSENCE - If settlement does not occur by scheduled to close date, through no fault of the Seller, Seller reserves the right to cancel this transaction. Any request for an extension of time must be submitted to the Seller for approval in writing. Should Seller agree to extend the contract pursuant to a request for same from Buyer, Buyer agrees to pay Seller a per diem fee of \$150.00 for each day after the scheduled settlement date, through and including the date of closing as consideration for approval of said extension request.

5. Buyer and Seller agree that in the event that the terms and conditions set forth in this Addendum are inconsistent with the terms and conditions of the purchase contract, then this Addendum shall control.

Buyer, \_\_\_\_\_, date

Seller, \_\_\_\_\_, date

**ALL CONTRACTS ARE SUBJECT TO SENIOR MANAGEMENT APPROVAL. BUYER IS REQUIRED TO PAY FOR ALL INSPECTIONS RELATED TO THE SALE OF THIS PROPERTY. SELLER WILL NOT PAY FOR ANY INSPECTIONS. THIS IS AN "AS IS" SALE.**



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

## 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.

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## 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.

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## 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.

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## AGENT'S ACKNOWLEDGMENT (initial)

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

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## 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.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



Chase Home Finance, LLC

**DISCLOSURE AND RELEASE REGARDING MOLD ADDENDUM TO SALES CONTRACT**

This Disclosure and Release Regarding Mold Addendum to Sales Contract ("Disclosure and Release") Between \_\_\_\_\_ ("Buyer") having an address at \_\_\_\_\_; Chase Home Finance, LLC ("Seller") having an address at \_\_\_\_\_; and Seller's listing agent/broker Ronald Golansky RE/MAX PROS (Real Estate Broker), having an address at 20270 Goldenrod Lane Suite 200 Germantown, MD 20876 for the property located at \_\_\_\_\_ (the "Property").

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause 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.

**Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release and indemnify Seller and Real Estate Broker, their officers, employees, agents, heirs, executors, administrators, successors or assigns from any liability/recourse/damages (financial or otherwise).**

Buyer hereby acknowledges reading this Disclosure and Release, and is aware of the conditions set forth therein. This Disclosure and Release is executed voluntarily, for good and valuable consideration, the receipt of which is hereby acknowledged, and with full knowledge of its significance.

**Seller and the Real Estate Broker, and their employees and agents are not qualified to inspect the Property for mold or other microscopic organisms that may exist or make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release is to put Buyer on notice to conduct his/her/their own due diligence regarding this matter using appropriate, qualified experts.**

CHASE HOME FINANCE, LLC

By: \_\_\_\_\_

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Selling Broker/Agent

\_\_\_\_\_  
Date

Ronald Golansky

\_\_\_\_\_  
Printed Name