

# Submitting Offers

Offers can not be submitted without ALL of the following items:

\_\_\_ 1. Signed Sales Agreement with modifications made per Sales Agreement Modification Sheet attached.

\_\_\_ 2. Signed Seller's Addendum to the Sales Agreement (Some of the seller's addendum will be stamped "Sample". This addendum needs to be signed by the buyer. After an offer is accepted, the buyer will sign a new, identical addendum. This acknowledges that the buyer and agent have read and understand the addendum.)

\_\_\_ 3. Copy of Hand Money check made payable to Priority Realty, LLC. The listing office MUST hold the hand money. At the time of presenting the offer we just need a copy of the check. Upon acceptance of offer the check is to be mailed to:  
Priority Realty  
2840 Library Road, Suite 290  
Pittsburgh, PA 15234-2621.

\_\_\_ 4. Proof of Financing. If it is a cash offer we need proof of funds. If the offer is financed, with a mortgage, we need a pre-approval letter as well as proof of funds to cover the down payment and closing costs.

\_\_\_ 5. Fully completed Contract Cover Sheet.

\_\_\_ 6. Signed Addendum/Endorsement to Agreement of Sale.

\_\_\_ 7. Signed Disclosure Notice to Prospective Buyers.

\_\_\_ 8. Signed Closing Notification and Instructions.

All of the above documentation must be provided before we can present an offer (fax copy will be sufficient). We CAN NOT accept verbal offers. Please do not ask.

Sincerely,



Bob Moncavage

Broker/Owner

Priority Realty, LLC

412-819-0777 x12

206-666-4556 fax

bob@PriorityRealty.net



## SALES AGREEMENT MODIFICATIONS

The following are modifications that need to be made to the agreement prior to presenting any offer. All numbered items are for the 10 page sales agreement. The corresponding items for the 8 page sales agreement are in parenthesis below.

### **EARNEST (HAND) MONEY:**

CASH OFFERS: the GREATER of \$1,000 or 5% of the offer price

FINANCED OFFERS: \$1,000 minimum--MAY be a higher amount depending upon seller requirements, this will be part of the seller's counter offer.

### Item 9. **INSPECTIONS – (SECTION 7 OLD AGREEMENT)**

C. Seller will have heating and all utilities (including fuel(s)) on for the inspection  
**[this must be stricken]**

### Item 14. **STATUS OF WATER – (SECTION 12 OLD AGREEMENT)**

A. UNKNOWN **[must be marked as unknown]**

### Item 15. **STATUS OF SEWER – (SECTION 13 OLD AGREEMENT)**

A. UNKNOWN **[must be marked as unknown]**

### Item 18. **NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY – (SECTION 14 OLD AGREEMENT)**

If required by law, within \_\_\_ Days of the execution of this Agreement Seller will order for delivery to Seller, on or before settlement: **[In both instances, “Seller” must be stricken and “Buyer” written in its place]**

### Item 21. **MAINTENANCE & RISK OF LOSS – (SECTION 23 OLD AGREEMENT)**

C. “...together with the proceeds of any insurance recovery obtainable by Seller.  
**[these words must be stricken]**

### Item 29. **DEFAULT – (SECTION 27 OLD AGREEMENT)**

Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. **[Item C must be selected]**

### Item 32. **MEDIATION – (SECTION 28 OLD AGREEMENT)**

Waived **[This must be waived]**

### **COMMISSION:**

This item is filled in by OUR office. DO NOT fill in this amount. We have different clients with different commission rates that are not necessarily a 50/50 split. The commission you will receive is the amount reflected in the MLS on the day the offer was presented and can vary based on the type of representation you have with your client/customer.

**THESE CHANGES ARE SELLER REQUIREMENTS AND ARE NON-NEGOTIABLE – PLEASE DON'T ASK!!!**

# DISCLOSURE NOTICE TO PROSPECTIVE BUYERS

- **The buyer is not permitted to make repairs to the property, store personal belongings, or occupy the property at any point prior to the sale closing and funding.**
- **The buyer is not permitted in the property without their representative unless agreed upon in advance in writing.**
- The property was acquired by its present owner as a result of a foreclosure or similar proceeding and may not be the owner of record prior to closing.
- The present owner is typically a financial institution (bank, mortgage company, etc.) whose employees work in the “Real Estate Owned (REO)” department.
- REO departments typically work business hours and may be located throughout the country and in different time zones. No evenings, weekends or holidays. Please plan accordingly.
- REO departments will not negotiate directly with a buyer or buyer’s agent. Please do not attempt to make contact with the seller.
- There is no guarantee of a prompt response to any offer that is submitted.
- A full price offer does NOT guarantee that an offer will be accepted or that a commission is due and payable.
- REO departments may entertain multiple offers on any property without accepting any offer.
- In multiple offer situations, there is no special consideration given to an offer that was presented “first”, an offer that is initially “higher” or an offer that is full price.
- In multiple offer situations, the REO department MAY accept an offer with a lower sales price if the terms are more acceptable to them.
- The seller MAY have already opened title and MAY require the buyer to use the seller’s closing company as a condition of sale.
- The seller MAY not pay their share of transfer taxes. In these instances, the buyer is responsible for paying both sides of transfer taxes. Please refer to the seller’s addendum for further details.
- The seller will not generally complete repairs, treat for termites or perform other actions as may be typical in a non-corporate real estate transaction.
- Due to the nature of this type of transaction, a closing MAY be delayed for title, deed or other issues. While the seller strives to meet negotiated closing dates, there is NO guarantee that the date will be achieved. The buyer is still expected to meet the negotiated closing date on his/her part.
- All earnest money checks made payable to Priority Realty, LLC are subject to a \$35.00 non-sufficient funds fee.

Parties acknowledge and accept by signing below:

Buyers Signature

Selling Agent

\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_ date

## Closing Notification and Instructions

Title work should be opened immediately upon acceptance; verbal or otherwise (a fax/e-mail notice of acceptance is “acceptance”).

All time frames begin from the time the Seller acknowledges acceptance of the offer i.e, do not wait until hard copies of contracts are received to begin title/mortgage/closing preparations. This will not preclude the Seller from enforcing any per diem if these items are delayed i.e. “we did not receive the paperwork until two weeks later.” This excuse will not extend any time frames.

We will provide your closing company with the Seller’s closing agent and/or closing instructions. These instructions must be followed to the letter. Any deviation may create a delay in closing and can cost the Buyer a per diem assessment if the closing date is not met.

Our office will provide the Buyers Closing Company with the Commission Statement. If there is a discrepancy between what our commission statement shows and what the Selling agency feels they should receive, this matter must be addressed immediately.

A copy of the HUD-1 MUST be sent to our office PRIOR to submission to the Seller for approval because there are instances where certain expenses will be paid on the HUD. As the Selling Agent, if the property closes and these items are not paid on the HUD because we were not provided a preliminary HUD-1 you, as the selling agent and/or your company will be charged for any and all amounts not collectable by Priority Realty, LLC.

There will NOT be a representative of Priority Realty at the closing, unless otherwise notified. Additionally, there will NOT be a representative of the seller to execute any documents at the closing! All documents need to be prepared and forwarded to the Seller or Seller’s Agent as many as FIVE (5) days prior to closing. Please to be sure to coordinate the time/date/location with our office.

-DO NOT CALL the afternoon before expected closing date and say “we are ready to close, is 4 o’clock okay for you?”

---

Selling Agent

---

Date

---

Property Address

# ADDENDUM TO AGREEMENT OF SALE

PROPERTY: \_\_\_\_\_  
SELLER: \_\_\_\_\_  
BUYER: \_\_\_\_\_

Buyer and Seller agree and understand that this Agreement of Sale is AMENDED as follows:

Any municipal and/or Home Owner Association (HOA) certification(s), requirement(s), etc. are the cost and responsibility of the buyer. This includes but is not limited to: dye tests, occupancy inspections, permits, zoning certifications, resale certificates, etc. Buyer will order **and** pay for the needed municipal/HOA certification(s), permit(s), inspection(s), etc. Buyer agrees to make any and all necessary corrections that are required as a result of municipal/HOA certification(s), requirement(s), etc. at Buyer's sole expense **after closing** including but not limited to the cost of any needed re-inspection(s). Buyer is responsible to obtain final utility readings and/or final bills as necessary or required. Any delays in closing resulting from the Buyer's failure to perform any of the above obligation(s) in a timely manner may cause Buyer to be changed a per diem from the original closing date and/or cancellation of contract and/or loss of earnest money deposit.

Buyer is purchasing the property in its present and as is condition with no warranties expressed or implied by Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees. Buyer will hold harmless these parties for any claims, losses, damages or liabilities which Buyer or Buyer's successors may incur as a result of any condition(s) or defect(s) which may now or hereafter exist with respect to Property. Property has never been inspected nor inhabited by the Seller. Any entity that enjoins Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees in litigation for any issue arising out of property condition agrees that the enjoined party's attorney's fees and costs will be paid by the entity enjoining the party.

Buyer acknowledges that Buyer has inspected the property prior to submitting this offer. Buyer's inspection, for the purposes of this agreement, is considered to be the day the offer has been submitted to the Seller/Seller's agent. Buyer acknowledges the as is condition of the property at the time of inspection. Any change(s) in property condition after Buyer's inspection shall be communicated to the opposite party by the party identifying the change(s) in property condition; such notification shall be in writing.

Buyer is responsible for removal of any personal property including but not limited to vehicles, trash, debris, etc. from the property (if necessary) at Buyer's sole expense **after** closing. Seller, seller's agents, brokers, employees, etc. make no warranty as to condition or ownership of any personal property which remains in the home after closing.

Seller will not purchase a home warranty for Buyer unless specifically agreed to in writing in the Seller's addendum, if any or otherwise in the Agreement of Sale under Special Clauses. Seller will not pay any administration, other fee or additional commission on behalf of the Selling Agent. No commission and/or broker fee(s) are due and payable until the property closes and funds.

The real estate taxes for the property are estimated. Assessment and tax figures can vary. This information was provided by the third parties and is not warranted. The lot size is approximated from information provided in County tax records and is not warranted. Buyer is responsible for verifying this information.

Buyer understands that utilities will not be turned on (unless already on) for any inspections. If Buyer requests an inspection, Buyer must turn on needed utilities at Buyer's sole expense. Once inspections have been completed, Buyer must notify listing office that inspection is complete so that the property may be re-winterized (if applicable). Buyer is responsible for any unreasonable damage that may occur for having said utilities turned on; including lack of notification of inspection completion.

This addendum shall supersede any language to the contrary in the Agreement of Sale but shall not supersede any language to the contrary in any of the seller's addendum(s). This addendum shall survive closing.

All parties acknowledge and accept by signing below.

Buyers Signature

Sellers Signature

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Selling Agent

Listing Agent

\_\_\_\_\_

\_\_\_\_\_

**COUNTER OFFER**

NO. 1 OF 1

This is a counter offer to the offer dated \_\_\_\_\_ regarding the property located at \_\_\_\_\_, between Owner of Record, "Seller" c/o Chase Home Finance, L.L.C., "Servicer" and \_\_\_\_\_, "Buyer."

- I. The following terms and conditions of the above-referenced document are accepted subject to the following and in accordance to state requirements:
- A. Effect of Agreement / Addendum: In the event of any conflict between this Addendum and the Agreement or escrow instructions or notice or other documents attached to this agreement (such as the Standard State Purchase Agreement), the terms of this Addendum shall prevail except as otherwise provided by law.
- B. Paragraphs in the purchase contract (offer), which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement.
- C. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.
- 1) Sales price to be \$ \_\_\_\_\_.
- Earnest Money Deposit: \$ \_\_\_\_\_
  - Buyer to provide proof of funds by 5:00 pm on the 3<sup>rd</sup> day after acceptance
  - Buyer to provide a pre-approval letter no later than acceptance of offer by Seller.
  - Buyer to provide a conditional loan commitment by 5:00 pm on the 7<sup>th</sup> day after acceptance
  - Seller to credit buyer for discount points, pre-paids, non-allowables, non-recurring closing costs, and closing costs not to exceed \$0, and any remaining funds to be returned to seller.
  - Seller to credit buyer for any and all repairs (to include lender required repairs) \$0
  - Additionally: Seller agrees to pay the premium for an Owner's Policy of Title Insurance only if said Owner's Policy is issued by Seller's selected Title Agent

First right of refusal below; Applies N/A

Seller reserves first right of refusal. Property will remain on the market and back up offers will be solicited. If seller receives an acceptable offer buyer will be given a 72-hour written notice by fax or email to remove all contingencies or escrow will be cancelled. At the conclusion of the 72-hour period, buyer agrees he has no future right to subject property and this transaction will be considered void.

- 2) No warranties, expressed or implied, are included in this sale. Subject property is being sold in its present "AS IS" condition. Buyers will satisfy themselves as to the condition of said property and their requirements regarding permitted and non-permitted areas of the subject property. Buyer is solely responsible for the costs of all inspections. Seller will not adjust the sales price due to the findings of any inspections. Seller will not pay for a property survey, home warranty or abstract. Buyer is to provide any objections to inspections within seven (7) days of counter offer acceptance.
- 3) Buyer agrees to read, sign and return the attached Acceptance of Property As-Is, Disclosure of Lead Based Paint, Disclosure and Release Regarding Mold Addendum, Mold Disclosure, Release and Indemnification Agreement, and/or Addendum "A" (California properties only) and/or Multiple Counter Offer Addendum, which are hereby made part of this agreement.
- 4) Seller will make no repairs to the subject property.
- 5) Termite inspection will be the responsibility of the Buyer.

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials

- 6) Any termite corrective work and/or treatment will be at the expense of the Buyer.
- 7) The close of escrow shall be on or before . Seller must approve any extension to the close of escrow date, requested by the Buyer, in writing. The Seller may require Buyer to release a non-refundable 3% earnest money deposit direct to Seller for said extension.
- 8) The closing attorney/escrow and Title Company shall be Seller's choice. Buyer and Seller are to pay their own normal customary closing and title fees. Preliminary title work has already been ordered through .
- 9) Seller to convey title by (SPECIAL) Warranty Deed, or the equivalent, for the state in which the property is located. This document warrants the title during the time that the seller has owned the property.
- 10) Retrofit is to be paid by Buyers, applicable to state requirements.
- 11) In the event of a dispute, Buyer and Seller agree to resolution via arbitration / mediation.
- 12) Seller will not assign Buyer any rights to any insurance claims and proceeds covering destruction or damage to property.
- 13) Original contract including all originals offers and counter offers are subject to review and signature by Seller.
- 14) Buyers are aware that the property will remain on the market during the counter stages and that any and all offers will be considered.
- 15) This contract may not be assigned to another party.
- 16) Contingencies: Buyer hereby affirms that the sale or refinancing of any real property owned by the buyer is not a contingency of this agreement.
- 17) Home Warranty: Seller will not provide a Home Warranty.
- 18) Personal Property: Buyer agrees that any items of personal property, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price.
- 19) Other terms: Delete items of the purchase contract.
- 20) This offer and/or counter offer is subject to senior management, PMI, and investor approval.
- 21) If seller cannot provide marketable title by contract closing date or a mutually agreed upon deadline, the contract is unilaterally cancelled.
- 22) Buyer will be charged a per diem penalty of \$100.00 per day if closing is delayed by the buyer.
- 23) Seller to provide only those keys in Seller's possession. It is suggested that the buyer re-key property at the close of escrow.
- 24) Bonds or assessments which are now a lien (i.e. pro-ration of taxes), shall be paid current by Seller at closing as stated in the contract. Buyer shall assume payments not yet due.
- 25) Buyer is aware that property was acquired through foreclosure and Seller is exempt from providing a property disclosure statement, flood hazard and geologic-seismic hazard disclosure. Seller will not pay

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials



for Survey in Illinois or Natural Hazard Disclosure in California. Ohio-Seller will pay for owner's policy where customary.

26) Multiple Counter Offers: The Seller may be making other Counter Offers to other prospective buyers on terms which may or may not be the same as in this Counter Offer. Acceptance of this counter Offer by Buyer shall not be binding unless and until it is subsequently executed by the Seller and communication of the Seller's acceptance is made by delivering a Seller executed copy to Buyer. Prior to the completion of all these events, the Buyer and Seller have no duties or obligations for the purchase or sale of the property.

27) Right to Accept Other Offers: Seller reserves the right to continue to offer the Property for sale and accept any offer at any time prior to mutual acceptance of this counter offer forms and standard Purchase Agreement. The Seller's acceptance of another offer prior to executing this contract shall revoke this counter offer.

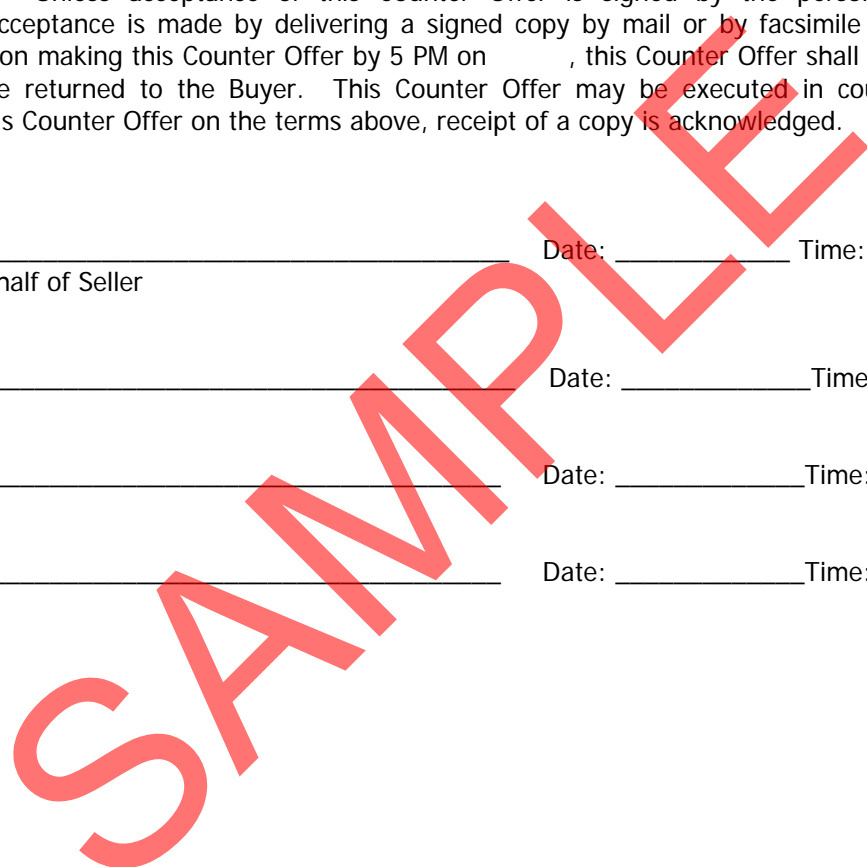
II. EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy by mail or by facsimile which is personally received by the person making this Counter Offer by 5 PM on \_\_\_\_\_, this Counter Offer shall be deemed revoked and deposit shall be returned to the Buyer. This Counter Offer may be executed in counterparts. As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

\_\_\_\_\_  
Agent/Realtor on behalf of Seller Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

\_\_\_\_\_  
Seller Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

\_\_\_\_\_  
Buyer Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

\_\_\_\_\_  
Buyer Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM



# 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 : 10790 Rancho Bernardo Road San Diego, CA 92127; and Seller's listing agent/broker \_\_\_\_\_ (Real Estate Broker), having an address at : \_\_\_\_\_ 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 \_\_\_\_\_

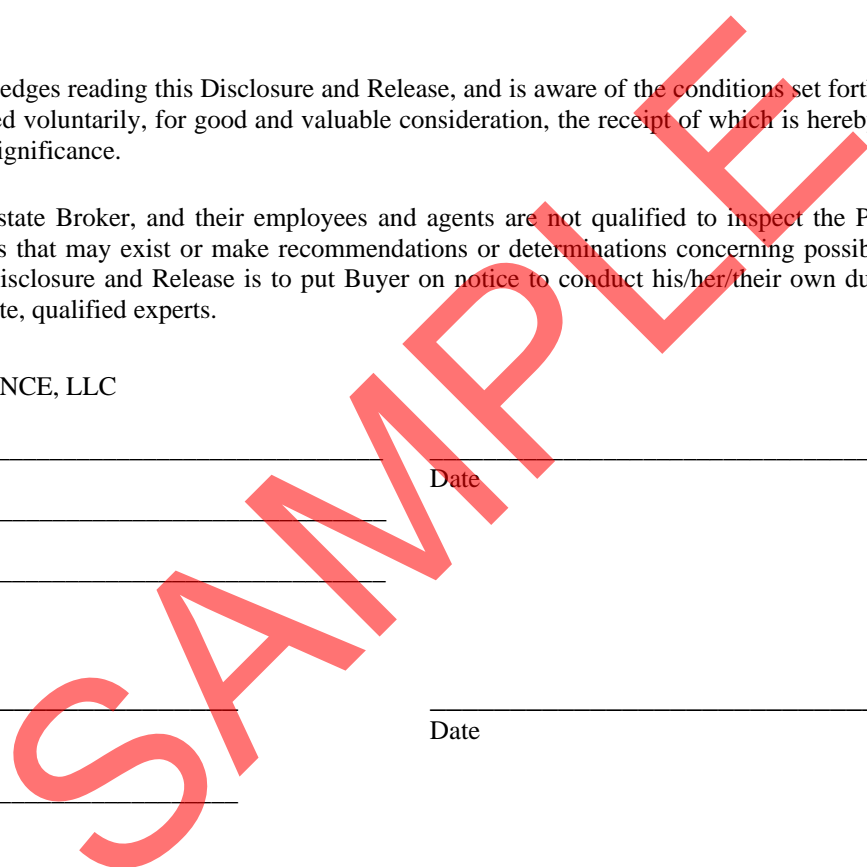
Printed Name \_\_\_\_\_

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

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

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

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



## MOLD DISCLOSURE AND RELEASE

This Mold Disclosure And Release (herein after "Release") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_ (hereinafter "Releasor") having an address at \_\_\_\_\_ in reference to the following facts:

WHEREAS, Releasor desires to execute this Release in favor of Chase Home Finance. LLC (hereinafter "Seller"), and Seller's listing agent/broker \_\_\_\_\_ (hereinafter "Broker/Agent") for the property located at : \_\_\_\_\_ (hereinafter the "Property"); and

WHEREAS, Releasor 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;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor voluntarily, willingly and knowingly executes this Release with the express intention of effecting the extinguishment of obligations and release designated below:

1. Releasor hereby acknowledges that Releasor: (i) has read and fully understands the disclosures, terms and conditions as set forth in this Release; and (ii) has executed this Release voluntarily and with full knowledge of its significance.
2. Releasor hereby acknowledges and agrees that Seller and Broker/Agent, their officers, employees, agents, successors and assigns, shall not bear any responsibility (financial or otherwise) for any loss, damages, injury or inconvenience sustained by Releasor, caused by, related to or arising out of the conditions of the Property.
3. Releasor, with the intention of binding Releasor and Releasor's heirs, executors, administrators, successors and assigns, hereby releases, forever discharges and holds harmless Seller and Broker/Agent, their officers, employees, agents, successors and assigns, from and against any and all manner of actions, causes of actions, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that Releasor, the Releasor's successors, heirs, executors, administrators, successors or assigns may have had, now have, or may in the future have against Seller and Broker/Agent, their officers, employees, agents, successors and assigns, relating to, arising from or by reason of any matter, cause or thing whatsoever arising from the subject of this Release.

**It is the intention of Releasor in executing this Release that it shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified.**

Releasor elects to, and does, voluntarily and willingly assume all risks for claims arising after the date of this Release, known or unknown, arising from the subject of this Release, in favor of Releasor or the Releasor's heirs, executors, administrators, successors or assigns, and knowingly, voluntarily and expressly releases Seller and Broker/Agent, their officers, employees, agents, successors and assigns, from any and all liability for claims arising out of such matters.

I/We, the undersigned, have read this Release and understand and agree to all of its terms and conditions. I/We execute it voluntarily and with full knowledge of its significance, as of the date first written above.

RELEASOR:

_____	_____	_____
Printed Name	Signature	Date

_____	_____	_____
Printed Name	Signature	Date

**ADDENDUM TO AGREEMENT**

**NO WARRANTIES; "AS IS" AND "WHERE IS"**

This addendum is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and is incorporated into and shall be deemed to amend and supplement the Purchase Contract and Counter Offer (the "Agreement") by and between Chase Home Finance, LLC ("Seller") and \_\_\_\_\_ ("Buyer") dated \_\_\_\_\_ for the purchase of the property located at : \_\_\_\_\_ (the "Premises").

Buyer has made, or will make within Seven (7) days after execution of the Agreement, at Buyer's sole expense and to the extent Buyer in its sole discretion deems necessary or appropriate, an independent investigation concerning but not limited to the physical condition, value, development, use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgment that, to the extent Buyer in its sole discretion deems necessary, Buyer has conducted an environmental inspection or review of the Premises for the presence or absence of hazardous or toxic substances or wastes, and that Buyer accepts the results of such investigation or review.

Buyer acknowledges and agrees for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Premises and all improvements thereon, either independently or through agents of Buyer's independent choosing, and that in purchasing the Premises, Buyer is not relying on Seller or its agents as to the condition of the Premises and/or any improvements thereon, including but not limited to (1) electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, (2) structural, roof, foundation, equipment, structural, roof, foundation, soils, or geology, (3) the suitability of the Real Property and/or its improvements for particular purposes, or (4) the operating or sound condition of and/or compliance with any city, county, state and/or federal statutes, codes or ordinances of the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities.

**NO WARRANTIES, COVENANTS OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ARE OR HAVE BEEN MADE BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, PARTICULARLY, WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, WARRANTIES OR REPRESENTATIONS REGARDING THE VALUE OF THE ASSETS SOLD TO BUYER PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PREMISES, THE REAL PROPERTY AND THE PERSONAL PROPERTY. ALL ASSETS SOLD TO BUYER PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PREMISES, THE REAL PROPERTY AND THE PERSONAL PROPERTY ARE BEING SOLD "AS IS" AND "WHERE IS" WITHOUT RECOURSE.**

Buyer is aware and acknowledges (a) the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure, (b) Buyer has not relied upon any information, written or oral, given to Buyer by Seller or any agent or representative of Seller.

To the extent that the provisions of this Agreement Addendum are inconsistent with the provisions of the Agreement, the provisions of this Addendum shall prevail over and shall supersede any such inconsistent provisions of the Agreement.

The foregoing conditions are acknowledged and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

[BUYER]

CHASE HOME FINANCE, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: