

OFFER CHECKLIST

To be included with all offers submitted to Live Oak Real Estate

Enclosed offer includes the following:

- “ **NC OTP**
 - “ **Agent license number on page 8 of NC OTP, per NCREC requirements**

- “ **Seller addenda**

- “ **Copy of EMD check**

- “ **Preapproval or proof of funds**
 - “ **if MH, preapp states that lender is aware property is a MH**

- “ **Live Oak Real Estate Awareness form (2 pages)**

- “ **Multiple offer form (if applicable)**

Agent: _____

Date: _____

Property address: _____

<http://www.liveoakgroup.com>

Live Oak Real Estate AWARENESS FORM: READ CAREFULLY

5704 Oleander Drive, Wilmington, NC 28403

date: _____

office: 910.795.0315 Toll Free: 1.800.505.7096 fax: 910.791.4036

Property address: _____

By signatures below, buyer(s) and agent are aware that:

Additional addenda are required to submit an offer. Agents may obtain addenda at <http://www.liveoakgroup.com>
All offers must also include this signed form, NC OTP, preapproval or proof of funds, and copy of EMD check.

Minimum EMD is \$500 on all offers. EMD to be held by buyer's attorney or buyer's agent. Any exceptions to this rule will be communicated when addenda are requested. (No Cash EMD accepted!!)

Preapprovals for offers on manufactured homes must CLEARLY state that the lender is aware they are lending on a manufactured home. Agent please initial here to acknowledge. _____

This property is a foreclosure, or bank-owned property. THERE IS NO PROPERTY DISCLOSURE.

An offer will not be submitted to the seller unless proof-of-funds/pre-approval is included with the offer.

Response from the seller will take a minimum of 3 days and can take as long as 3 weeks.

All counteroffers and updates will be sent to the email address you provide below. If you do not provide an email address, all counteroffers and updates will be sent to the email address listed for you in Ambiance (Wilmington MLS).
Agent, please initial here to acknowledge. _____

The property is being sold 'as-is'.

Title will be transferred by Special Warranty Deed, not General Warranty Deed. Item #5e on the NC OTP must be changed to read Special Warranty Deed, and this change must be initialed by the buyer.
Agent, please initial here to acknowledge that this change has been made. _____

Any personal property on the premises is not warranted and may not be included in the contract. Item #3 of the NC OTP must read 'none' or 'n/a'.

If there is more than one offer, buyer will be required to sign a Multiple Offer Form.

Seller will not issue a written rejection or counter to the buyer.

Most properties will not qualify for FHA or VA financing.

Agent may not be paid a commission if purchased for self.

Once an offer is accepted verbally, the corrected contract and all addenda must be in our office within 24 hours.

Seller will make no repairs after the contract is signed.

Buyer/Agent must verify size of home and lot and schools.

There is a penalty for closing delays not caused by seller; this can vary from \$28/day to \$250/day and it will be part of the contract.

Buyer date

Buyer date

Agent date

my email address is: _____

Buyer name: _____

Address: _____

Home phone: _____

Work phone: _____

Cell phone: _____

Email address: _____

Lender name: _____

Phone: _____

Contact: _____

Email address: _____

Attorney name: _____

Contact: _____

Address: _____

Phone: _____

Fax: _____

Email address: _____

Buyer's Agent name: _____

Real Estate Firm: _____

Address: _____

Phone (office): _____ **(cell):** _____

Fax: _____

Email address: (NO aol addresses) _____

IMPORTANT:

**NO OFFERS WILL BE SUBMITTED
TO SELLER WITHOUT LOAN
PREAPPROVAL AND/OR PROOF OF
FUNDS TO CLOSE.**

**IF THE PROPERTY IS A
MANUFACTURED HOME, THE
PREAPPROVAL MUST STATE THAT
THE LENDER IS AWARE IT IS A
MANUFACTURED HOME.**

NO EXCEPTIONS.

OFFER TO PURCHASE AND CONTRACT

hereby offers to purchase and _____, as Buyer,
OWNER OF RECORD
_____, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements SAMPLE fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the follow

1. REAL PROPERTY: Located in the City of _____,
County of _____, State of North Carolina, being known as and more particularly described as:
Street Address _____ Zip _____

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: MUST INCLUDE COUNTY TAX ID NUMBER HERE _____

([] All [] A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit
the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and
Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject
to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure
And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. FIXTURES: The following items, if any, and if owned by the Seller, SAMPLE use price free of liens: any built-in
appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, curtain rods, brackets and all related
hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers,
burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric
garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds,
mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation
systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the
Property, EXCEPT any such items leased by the Seller and the following items: _____

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: _____

4. PURCHASE PRICE: The purchase price is \$ _____ and shall be paid in U.S.
Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is
drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely
deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall
be paid as follows:

(a) \$ _____, EARNEST MONEY DEPOSIT with this offer by [] cash [] personal check [] bank check
[] certified check [] other: _____ to be deposited and held in escrow by
**BUYER'S ATTORNEY OR BUYER'S AGENT ("Escrow Agent") until the sale is closed, at which time it will be credited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto
are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer, SAMPLE titure of earnest money held in escrow, a licensed real
estate broker ("Broker") is required by state law (and Escrow Agent, hereby agrees) to retain said earnest money in the
Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition
or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the
Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2007
© 7/2007

Buyer initials _____ Seller initials _____

(check if applicable) **THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

- (b) \$ _____, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, **TIME BEING OF THE ESSENCE** WITH REGARD TO SAID DATE.
- (c) \$ _____, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 27. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
- (e) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ _____, BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) **Loan:** Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount ("Loan").

- (b) **Loan Obligations:** The Buyer agrees to:
 - (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within _____ days after the Effective Date;
 - (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of **SAMPLE** over of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) **Inability to Obtain Loan Approval:** If Buyer has complied with Buyer's Loan Obligations (iii) and (iv) above, then within _____ days after the Effective Date (or any agreed-upon written extension of this deadline) **TIME BEING OF THE ESSENCE**, Buyer shall have the right to terminate this contract for inability to obtain Loan approval by delivering to Seller written notice of termination. If Buyer has timely delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under **SAMPLE** to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

- To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
- To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

Buyer initials _____ Seller initials _____

7. **OTHER CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ **RESIDENTIAL** _____ purposes.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan **SAMPLE**ed as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing. **SPECIAL _____ BUYER INITIAL HERE**
- (e) Title must be delivered at Closing by ~~GENERAL~~ **WARRANTY DEED** unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. **SPECIAL ASSESSMENTS: NOTE:** For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental **SAMPLE** association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): **NONE; IF ANY, TO BE PAID BY SELLER**

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. **HOME WARRANTY:** If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to **SAMPLE** _____ and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Closing.

12. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

Buyer initials _____ Seller initials _____

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

15. **PROPERTY DISCLOSURE:**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and Seller hereby agrees to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) PROPERTY OBTAINED THROUGH FORECLOSURE.
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Property Condition:** Unless otherwise stated herein, it is a condition of this contract that as to all permanent improvements except: _____ (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Unless otherwise stated herein, only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above are included in repair negotiations under this contract ("Necessary Repairs"). Any inspections shall be completed and written notice of Necessary Repairs shall be given to Seller on or before 5 DAYS AFTER ACCEPTANCE (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within 5 days of Buyer's notice, **TIME BEING OF THE ESSENCE**. Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five **SAMPLE** the Seller's written response, **TIME BEING OF THE ESSENCE**. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If

Buyer initials _____ Seller initials _____

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. **SAMPLE** of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a _____ pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ _____. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph (c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which **SAMPLE** (the "Option Fee"), Buyer shall have the right to terminate this contract **for any reason or no reason, whether related to the physical condition of the Property or otherwise**, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, _____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (~~including working, existing utilities~~) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

UTILITIES WILL BE TURNED ON IF SAFE, AT SOLE DISCRETION OF SELLER AND LISTING AGENT. BUYER INITIAL
HERE TO ACKNOWLEDGE. _____

Buyer initials _____ Seller initials _____

BUYER
INITIAL

18. **CLOSING:** Closing shall be defined as the date and time of recording of the deed and shall be on or before _____ (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to _____. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to **SAMPLE** for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of **SAMPLE** num accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the last agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. **OTHER PROVISIONS AND CONDITIONS:** (CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum (Form 2A12-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Insurance Availability/Affordability Addendum
(Form 370-T) (NC Association of REALTORS form only) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |
- OTHER: SELLER ADDENDA ARE ATTACHED TO AND OVERRIDE NORTH CAROLINA OFFER TO PURCHASE AND CONTRACT.**

21. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance **SAMPLE**ount of the damage or destruction applicable to the Property being purchased. Seller is advised not to can**SAMPLE** the Property until after confirming recordation of the deed.

22. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

23. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

24. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. **ENTIRE AGREEMENT:** This contract **SAMPLE**ent of the parties and there are no representations, inducements or other provisions other than those expressed **SAMPLE**ditions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

27. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or **SAMPLE**ses of calculating days, the count of "days" shall begin on the day following the day upon which any act **SAMPLE**this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____ Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)
OWNER OF RECORD

Date: _____ Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

SELLER NOTICE ADDRESS:

Mailing Address: _____

Mailing Address: _____

Buyer Fax#: _____

Seller Fax#: _____

Buyer E-mail Address: _____

Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

LISTING AGENT NOTICE ADDRESS:

Mailing Address: _____

Mailing Address: 5704 OLEANDER DRIVE STE 110,

SAMPLE

WILMINGTON, NC 28403

Selling Agent Fax#: _____

Listing Agent Fax#: (866) 420-4177

Selling Agent E-mail Address: _____

Listing Agent E-mail Address: PAM@LIVEOAKGROUP.COM

Selling Agent Phone#: _____

Listing Agent Phone#: (910) 795-0315

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: **BUYER'S ATTORNEY OR BUYER'S AGENT

By: _____
(Signature)

Individual Selling Agent/license#: _____

Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Individual Listing Agent/license#: PAM WOODDELL 168434

Firm Name: LIVE OAK REAL ESTATE

Acting as Seller's (sub)Agent Dual Agent

SAMPLE

Live Oak Real Estate
5704 Oleander Drive Ste 110
Wilmington, NC 28403

Multi-Offer Procedure Form
HIGHEST AND BEST OFFER REQUESTED

Date: _____

Property Address: _____

City/State/Zip: _____

Offeror Name(s): _____

Selling Agent & Broker: _____

Dear Offeror:

We are involved in a multiple offer situation on the above referenced property. ALL OFFERS will be considered subject to the following:

1. All offers must be *in writing*, no verbal offers will be accepted.
2. The Listing Agent must receive your written "best" offer no later than 5:00 pm (EST) on _____ (date). Delivery of such offer may be via facsimile to:

Listing Agent & Broker: Pam Wooddell, Live Oak Real Estate

Telephone Number: 910-799-3696

Facsimile Number: 910-791-4036

3. The Listing Agent will facsimile all "best" offers to Seller's authorized representative no later than close of business the following day.
4. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
 - a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject all offers.
 - b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any Broker and/or one or more offerors to further negotiate the terms and condition of any offer. In so doing, Seller shall have no obligation to negotiate or communicate with each and every other offeror, or with any offeror.
 - c) Under no circumstances shall verbal communications between an Offeror and Seller or any agent or Broker constitute or create an obligation on the part of Seller to sell a property to anyone under any terms.
 - d) **The seller will not issue a rejection form or letter. You will be notified of the seller's decision by the listing agent.**
 - e) The acceptance of any offer shall be conditioned upon the subsequent execution by the Offeror and Seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the Seller. The Seller shall have no obligation to sell the property unless and until such written contract is fully executed.
5. In the event an accepted offer does not result in a closed escrow, Seller reserves the right to re-open negotiations with any offeror and/or Seller may request Listing Agent to solicit new offers.

Please sign below to acknowledge your understanding and acceptance of these terms and procedures and return this form to the Listing Broker no later than the time designated for the transmittal of offers. Failure to transmit such acceptance may prevent your offer from being considered.

ACKNOWLEDGED AND AGREED

(Offeror) **Date**

(Offeror) **Date**

PLEASE NOTE ABOUT CHASE PROPERTIES:

ALL CONTRACTS MUST INCLUDE THIS VERBAGE ON ITEM #17 OF THE NC OFFER TO PURCHASE:

TIME IS OF THE ESSENCE IN REGARD TO ALL DATES, I.E. CLOSE DATE, INSPECTION DATE, LOAN COMMITMENT DATE. NO EXCEPTIONS.

PLEASE SIGN BELOW AS ACKNOWLEDGEMENT:

BUYER_____ DATE_____

AGENT_____ DATE_____

READ THIS! IMPORTANT INFO ABOUT CHASE.txt

Important notes about Chase Manhattan offers:

*All buyers using a mortgage broker are to provide a preapproval letter directly from the intended lender, not just from the mortgage broker. Offers with only a mortgage broker preapproval will not be countered.

*Minimum earnest money on FINANCED Chase sales must be either 3% of the sale price or \$1000, whichever is greater. Minimum earnest money on CASH sales must be a minimum of 10% of sale price. No exceptions.

*All earnest money for Chase sales must be held by the attorney or title company handling the closing.

The NC OTP must show the buyer's attorney name as the escrow holder.

*Seller on NC OTP must be shown as "Owner of Record".

*Chase does pay commission to an agent purchasing for self.

*Chase minimum commission is \$2,250, to be split 50/50 between listing and selling sides.

Sales from \$50,001 to \$550,000 have a 5.5% commission, to be split 50/50 between listing and selling sides.

Inspectors and appraisers must pick up a key from the listing office to obtain entry to the property once it is under contract. ALL LOCKBOXES ARE TO BE REMOVED FROM A PROPERTY AS SOON AS IT GOES UNDER CONTRACT.

****IF YOUR OFFER IS ACCEPTED BY THE SELLER, WE MUST HAVE ORIGINAL BUYER SIGNED CONTRACTS IN OUR OFFICE WITHIN 48 HOURS. THE SELLER WILL NOT EXECUTE ANY CONTRACT THAT HAS BEEN FAXED TO OUR OFFICE. THERE ARE NO EXCEPTIONS TO THIS RULE.****

Please initial as acknowledgement:

Buyer _____ Date_____

Agent_____ Date_____

READ THIS! IMPORTANT INFO ABOUT CHASE.txt

Important notes about Chase Manhattan offers:

*Minimum earnest money on FINANCED Chase sales must be either 3% of the sale price or \$1000, whichever is greater. Minimum earnest money on CASH sales must be a minimum of 10% of sale price. No exceptions.

*All earnest money for Chase sales must be held by the attorney or title company handling the closing.

The NC OTP must show the buyer's attorney name as the escrow holder.

*Seller on NC OTP must be shown as "Owner of Record".

*Chase does pay commission to an agent purchasing for self.

*Chase minimum commission is \$2,250, to be split 50/50 between listing and selling sides.

Sales from \$50,001 to \$550,000 have a 5.5% commission, to be split 50/50 between listing and selling sides.

Inspectors and appraisers must pick up a key from the listing office to obtain entry to the property once it is under contract. ALL LOCKBOXES ARE TO BE REMOVED FROM A PROPERTY AS SOON AS IT GOES UNDER CONTRACT.

****IF YOUR OFFER IS ACCEPTED BY THE SELLER, WE MUST HAVE ORIGINAL BUYER SIGNED CONTRACTS IN OUR OFFICE WITHIN 48 HOURS. THE SELLER WILL NOT EXECUTE ANY CONTRACT THAT HAS BEEN FAXED TO OUR OFFICE. THERE ARE NO EXCEPTIONS TO THIS RULE.****

Please initial as acknowledgement:

Buyer _____ Date _____

Agent _____ Date _____

PURCHASE CONTRACT SUPPLEMENT

Date: _____

To: _____

From: _____

Sale Price: _____

Loan #: _____

Address: _____

SELLERS BROKER

Name: Pam Wooddell

Firm: Live Oak Real Estate

Address: 5704 Oleander Dr, Suite 110
Wilmington, NC 28403

Phone: 910-799-3696

Fax: 910-791-4036

BUYERS BROKER

Name: _____

Firm: _____

Address: _____

Phone: _____

Fax: _____

HOA INFORMATION:

Mgt. Co.: _____

Contact: _____

Address: _____

Phone: _____

HOA Amt.: _____ /month

BUYER

Name: _____

Address: _____

Phone: _____

OTHER INFORMATION

OUTSIDE LENDER (if applicable)

Name: _____

Contact: _____

Address: _____

Phone: _____

SELLER'S ATTORNEY

Name: _____

Contact Attorney _____

Phone _____

Fax # _____

BUYER'S ATTORNEY

Name: _____

Contact: _____

Address: _____

Phone: _____

Fax#: _____

File#: _____

READ THIS! IMPORTANT INFO ABOUT CHASE.txt

Important notes about Chase Manhattan offers:

***Minimum earnest money on all Chase sales must be either 3% of the sale price or \$1000, whichever is greater.**

***All earnest money for Chase sales must be held by the attorney or title company handling the closing.**

The NC OTP must show the buyer's attorney name as the escrow holder.

***Seller on NC OTP must be shown as "Owner of Record".**

***Chase does pay commission to an agent purchasing for self.**

***Chase minimum commission is \$2,250, to be split 50/50 between listing and selling sides.**

Sales from \$50,001 to \$550,000 have a 5.5% commission, to be split 50/50 between listing and selling sides.

Inspectors and appraisers must pick up a key from the listing office to obtain entry to the property once it is under contract.

ALL LOCKBOXES ARE TO BE REMOVED FROM A PROPERTY AS SOON AS IT GOES UNDER CONTRACT.

******IF YOUR OFFER IS ACCEPTED BY THE SELLER, WE MUST HAVE ORIGINAL BUYER SIGNED CONTRACTS IN OUR OFFICE WITHIN 48 HOURS. THE SELLER WILL NOT EXECUTE ANY CONTRACT THAT HAS BEEN FAXED TO OUR OFFICE. THERE ARE NO EXCEPTIONS TO THIS RULE. ******



MOLD DISCLOSURE AND RELEASE

This Mold Disclosure And Release (herein after "Release") is made and entered into this ____ day of _____, 200__, 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



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 _____ (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



CONTRACT COVER FORM

PROPERTY ADDRESS:

REO Number: _____

*****LOAN & TITLE TO BE TAKEN UNDER THE LEGAL NAME OF: *****

(Seller's title company will prepare deed based on above. Once seller has executed deed, any costs due to vesting changes requested by buyer/lender will be assumed by the buyer.)

BUYERS LENDER INFORMATION

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ **FAX #:** _____

CHECK HERE IF CASH: _____

BUYERS ATTORNEY OR TITLE COMPANY

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ **FAX #:** _____

HOA INFORMATION

COMPANY NAME _____

CONTACT NAME _____

PHONE # _____ **FAX #** _____

LISTING BROKER COMPANY NAME: _____

ADDRESS: _____

AGENT NAME: _____

PHONE #: _____ **FAX #** _____

SELLING BROKER COMPANY NAME: _____

ADDRESS: _____

AGENT NAME: _____

PHONE #: _____ **FAX #** _____

Seller Initials _____

Buyer Initials _____

Inspection; "AS IS", "WHERE-IS" Conditions Addendum "A"

The following addendum shall be a part of and in addition to that certain _____
_____(Agreement) by and between Chase Home Finance, LLC (Seller) and
_____(Buyer) dated _____ for the purchase of the property located at
_____(Premises).

Buyer has made, or will make within 5 days of offer acceptance, at Buyer's sole and absolute expense, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition, value, development, use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer's acknowledgment that it has investigated, to the extent Buyer deems necessary and in addition to the matters set forth above and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and/or accepts the results of such investigation.

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction by way of foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS", "WHERE-IS" condition without recourse, representations or warranties of any kind or nature, expressed or implied, and, in addition, as to the Personal Property, if any, without warranty or representation as to title or merchantability of title.

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 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 necessarily limited to, electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, structural, roof, foundation, soils, and geology, or suitability of the Real Property and/or its improvements for particular purposes, or that the Personal Property and any air conditioning units or other appliances, equipment or systems, plumbing and/or utilities are operating or in sound condition and/or are in compliance with any city, county, state and/or federal statutes, codes or ordinances.

The Closing of this transaction shall constitute an acknowledgment and agreement by Buyer that the Premises is accepted without recourse, representation or warranty of any kind or nature, expressed or implied, and in an "AS IS", "WHERE-IS" condition based solely on Buyer's own inspection.

Buyer acknowledges that without exception, title will be conveyed by Special Warranty Deed.

Buyer acknowledges that any costs associated with treatment for wood-boring insects (termites, bees, etc), or to repair existing wood-boring insect damage, is to be at the expense of the buyer.

The closing date shall be "Date Certain" specific. No extensions to the original close date shall occur unless mutually agreed upon by both buyer and seller.

Notwithstanding the terms of the Agreement, this Addendum shall supersede and take precedence over any terms or conditions, which may be determined to be in conflict in the Agreement and this Addendum.

The foregoing conditions are acknowledged and agreed to on this ____ day of _____ 2007.

Buyer/Date

Chase Home Finance, LLC /Date

In addition, Buyer agrees to pay to Seller a NON-REFUNDABLE Per Diem fee in the amount of \$100/day if closing does not occur by scheduled date, at no fault of the seller.

Buyer Initial / Date

Closing to take place with Seller's closing Agent/Title Company only.

Buyer Initial / Date