
Offer Instructions

Thank you for taking the time to write an offer on this listing offered by Sonatta Camara & The Real Estate Group. These instructions are provided to you as a guide for writing an offer that will be considered by the seller. Purchasing a bank-owned property / Short Sale property requires patience by you and your client. We will do our best to keep you updated throughout the process and answer any questions that you may have. **The point of contact for status, offer, contract, and title inquiries related to the listing should be directed to reo@sonattacamara.com with the property address as the subject.**

General Notes:

Offer Submission: Submit your offer via email ONLY to reo@sonattacamara.com.

Response Time: Response time can take as many as five to seven business days. For newly listed properties, the seller may wait until the property has been on the market for 15 days prior to considering any offers. Occasionally other delays may occur. You may always email us for an update on your offer to reo@sonattacamara.com.

Bank Addendums: After your offer is accepted, bank addendums will be sent to you within 1-3 business days. Once you receive them, you have 24 hours to have them signed and returned to our office. Any delays may result in the seller canceling the deal. We have included a sample bank addendum for your clients review.

Offer Terms/Suggestions:

Sales Price:

Submit your highest and best offer. Low-ball offers will be rejected. **No escalation clauses.** Preference is given to those with highest price and greatest down payment.

Approval Letter :

→ Lender's Letter must accompany all offers. No pre-qualification letters will be accepted.

→ The following must be included in the lender's letter

1. Sales Price referenced matching offer
2. Loan to Value
3. Loan Amount
4. Contact Information for lender (name, phone, email)
5. Reference to specific property (list the address)

→ If using a mortgage broker, you must include the above requirements for Lender letter, AND actual name of the lender approving the loan and their contact information. **NO EXCEPTIONS.**

→ Note that not all lenders will finance "As-Is" condition properties.

Cash Offers

→ Must provide proof of funds with your offer to be considered.

Earnest Money Deposit:

→ Check must be certified bank funds payable to the SELLER'S TITLE COMPANY. NO EXCEPTIONS. Minimum 1% EMD required by the seller. You may provide a copy of check with your offer. Once offer is accepted, EMD must be delivered to Broker's office within 48 hours. Office hours are 10am to 5pm on Monday to Friday.

**Settlement Date**

→ Should be within 30 to 45 days of Seller Signing date. Try to avoid closing the last three days of the month as you'll likely experience delays.

Property Condition

→ Delete any paragraphs related to Property Condition and Repairs in the contract. These sales are "As-Is" unless otherwise indicated.

Buyers

If Buyer is a Trust, LLC, or Corporation, you must provide copy of POA or Articles of Incorporation and letter of Good Standing with the offer

General Inspections

→ Inspections are for informational purposes only.

**Please submit your forms in
the following order as
indicated on the check list.**

**Please initial next to each
item that is submitted.**

**Your offer will be reviewed
once we have a complete
package.**

1. PLEASE CHECK THE APPROPRIATE BOX:

- SHORT SALE**
- REO**
- TRADITIONAL**

AGENT

INT

4. CONSENT FOR DUAL AGENCY (AS NEEDED) **PGCAR FORM 902**

6. MAR RESIDENTIAL CONTRACT OF SALE **FORM 1300 – 10/08 VERSION** OR REGIONAL SALES CONTRACT **FORM 1301 – 09/06 VERSION** (REQUIRED)

7. STANDARD ADDENDUM OF CLAUSES (AS NEEDED) **PGCAR FORM 1301**

8. MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT (ALL 4 PAGES REQUIRED) **PGCAR FORM 1317 10/07 VERSION**

9. NOTICE TO BUYERS/SELLERS OF DISCLOSURE/DISCLAIMER LAW (REQUIRED) **FORM 1318**

10. PRINCE GEORGE'S COUNTY DISCLOSURE AND NOTICE ADDENDUM (DNA) (REQUIRED IF PROPERTY IS LOCATED IN PRINCE GEORGE'S COUNTY) **FORM 1302 – 10/08 VERSION**

13. AGREEMENT TO SHARE BROKERAGE COMMISSION (REQUIRED) **PGCAR FORM 1314**

14. MAR CASH/CONVENTIONAL FINANCING APPRAISAL CONTINGENCY ADDENDUM (AS NEEDED) **FORM 1304**

15. FEDERAL LEAD PAINT DISCLOSURE (REQUIRED WITH PRE-1978 PROPERTIES) **FORM 500**

16. PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME PAMPHLET (REQUIRED FOR PRE-1978 PROPERTIES - GIVE TO BUYER) **EPA** _____
17. MD LEAD PAINT NOTICE AND DISCLOSURE STATEMENT (REQUIRED WITH PRE-1979 PROPERTIES) **PGCAR FORM 502** _____
18. MAR SHORT SALE ADDENDUM (AS NEEDED) **FORM 1335-10/08 VERSION** _____
19. MAR AS-IS ADDENDUM (AS NEEDED) **FORM 1334-10/08 VERSION** _____
20. MAR THIRD PARTY APPROVAL FORM (AS NEEDED) **FORM 1326** _____
21. MAR FHA FINANCING ADDENDUM (AS NEEDED) **FORM 1307** _____
22. MAR VA FINANCING ADDENDUM (AS NEEDED) **FORM 1308** _____
23. MAR FIRST-TIME MARYLAND HOMEBUYERS TRANSFER AND RECORDATION TAX ADDENDUM (AS NEEDED) **FORM 1310-10/07 VERSION** _____
24. HUD FOR YOUR PROTECTION-GET A HOME INSPECTION (REQUIRED WITH FHA CONTRACTS) **FORM 400-6/06 VERSION** _____
25. MAR PROPERTY INSPECTIONS ADDENDUM (AS NEEDED) **FORM 1400-10/08 VERSION** _____
26. MAR WATER QUALITY ADDENDUM (AS NEEDED) **FORM 1403B** _____
27. MAR WELL CERTIFICATION (AS NEEDED) **FORM 1403A** _____
28. GENERAL ADDENDUM (AS NEEDED) **FORM 1323** _____
29. PURCHASE PRICE ESCALATION ADDENDUM (AS NEEDED) **PGCAR FORM 1313** _____

- 30. MARYLAND HOMEOWNERS ASSOCIATION ACT NOTICE TO BUYER (AS NEEDED) **FORM 803A** _____

- 31. MARYLAND HOMEOWNERS ASSOCIATION ACT DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS (AS NEEDED) **FORM 803B** _____

- 32. CONDOMINIUM RESALE NOTICE (AS NEEDED) **FORM 700** _____

- 33. CONDOMINIUM RESALE DISCLOSURE/TRANSMITTAL OF DOCUMENTS (AS NEEDED) **FORM 701** _____

- 34. CONSERVATION EASEMENT ADDENDUM **FORM 1332-10/07 VERSION** _____

- 35. FINANCIAL INFORMATION SHEET (REQUIRED) **FORM 1305** _____

- 36. COPY OF CHECK (REQUIRED) _____

- 37. COPY OF MRIS LISTING (REQUIRED) _____

- 38. COPY OF TAX RECORD (REQUIRED) _____

- 39. COPY OF LENDER LETTER (REQUIRED) _____

- 40. LENDER QUESTIONNAIRE(REQUIRED) _____

PRINCE GEORGE'S COUNTY SPECIFIC FORMS:

- 41. PRINCE GEORGE'S COUNTY JURISDICTIONAL ADDENDUM TO THE REGIONAL SALES CONTRACT **FORM 1331 – 2/08 VERISON** _____

42. PRINCE GEORGE'S COUNTY ADDENDUM TO THE MAR STATEWIDE SALES CONTRACT (AS NEEDED) **PGCAR FORM 1303-2/08 VERSION**

43. NOTICE TO PURCHASERS REGARDING TREE CONSERVATION PLANS (REQUIRED IF PROPERTY IS SUBJECT TO TCP) **PGCAR FORM 1329**

44. NOTICE TO PURCHASERS REGARDING RECORD TITLE HOLDER (AS REQUIRED) **PGCAR FORM 1328**

45. NOTICE TO PURCHASER REGARDING SPECIAL TAXING DISTRICTS **PGCAR FORM 1333-1/08 VERSION**

46. PRINCE GEORGE'S COUNTY GENERAL AVIATION AIRPORT ENVIRONMENT DISCLOSURE NOTICE (AS NEEDED) **PGCAR FORM 1312**

MONTGOMERY COUNTY SPECIFIC FORMS:

47. MONTGOMERY COUNTY JURISDICTIONAL ADDENDUM TO SALES CONTRACT (REQUIRED) **GCAAR FORM 1312-10/08 VERSION**

48. GOVERNMENT REGULATIONS, EASEMENTS AND ASSESSMENTS DISCLOSURE AND ADDENDUM – REA (REQUIRED) **GCAAR FORM 900**

49. SOME INFORMATION RELATIVE TO PURCHASE OF REAL ESTATE (REQUIRED) **GCAAR FORM 1318**

Lender Questionnaire

Lender Questions for offer presented

1. Are you a direct Lender or a broker?
2. Did you pull a Trimerge credit report?
3. What are the borrower's credit scores?
4. Have you verify employment for borrower?
Income amount?
5. How soon can you have an appraisal ordered?
6. Can you verify that buyer has cash to close?
7. What is the turnaround time to receive the appraisal report?
8. Do you have In-house underwriting processing?
9. How soon can you settle?
10. What is the loan type (FHA, VA, conv) and what product (100% financing, etc...)?
11. What is the turnaround time for in house underwriting?
12. Has the client completed loan application? Is the client pre approved, approved, or has a loan commitment? If has a loan commitment please fax 301-333-2013 or email reo@SonattaCamara.com with your response.

Lender:

Cell:

Fax:

Client:

Property:

Please review and respond to the questions noted to the right for documentation to the buyer's agent. They will need to have the lender questionnaire as part of their offer submission package. We will review your response in addition to the financial information sheet and offer presented from the above client. Please return your response as soon as possible. Thank you!

Sonatta Camara

The Real Estate Group

Email:

reo@SonattaCamara.com

OFFER SUBMISSION FORM

Property Information

Address :

Offer Summary

Sales Price :

Earnest Money Deposit : **Must be minimum 1% of sales Price**

Seller-Paid Buyer Closing

Costs:

Contingent on Home No Yes

Inspection :

Settlement Date :

Financing : Cash Conventional FHA 203k Equity Line VA Other

Loan to Value : 3% 5% 10% 15% 20% 30%+ 0%

Buyer's Fico Score :

Buyer Type : Investor Owner Occupant

Buyer Information

Buyer Name 1 : **Email Address**

:

Buyer Name 2 : **Email Address**

:

Buyer Name 3 : **Email Address**

:

Buyer Name 4 : **Email Address**

:

Buyer Agent Information

Name :	<input type="text"/>				
Company :	<input type="text"/>				
Tax Identification Number :	<input type="text"/>				
Street Address :	<input type="text"/>				
City :	<input type="text"/>	State	<input type="text"/>	Zip code	<input type="text"/>
Cell Phone :	<input type="text"/>	Fax Number	<input type="text"/>		
Email Address :	<input type="text"/>				

Lender Information

Name :	<input type="text"/>
Company :	<input type="text"/>
Office Phone/cell :	<input type="text"/>
Email :	<input type="text"/>

Title Company Information

Contact Name :	<input type="text"/>				
Company :	<input type="text"/>				
Address :	<input type="text"/>				
City :	<input type="text"/>	State	<input type="text"/>	Zip code	<input type="text"/>
Phone :	<input type="text"/>				
Fax :	<input type="text"/>				
Email :	<input type="text"/>				

Your Offer will not be submitted to the seller until all required support documentation is provided (Submission of offer package, actual offer, pre-approval from direct lender, copy of Earnest Money Deposit, Lender Questionnaire, and if buyer is a Trust/LLC/Corporation, a copy of the Articles, of Incorporation or POA must be attached. If your client's offer is accepted the required bank addendums and any required changes to the offer will be sent to you and your client via DocuSign.com for electronic signature. By submitting your offer, you given permission to Camara & Co. - The Real Estate Group to send these documents to your client. He/She will be advised to consult with you prior to signing and document that require initialing and/or signatures. You will be CC'd on the same email sent to your client.



REO CONTRACT CHECKLIST

Date _____

Property Address _____

Buyer's Agent _____ Brokerage _____

Listing Price _____ Offer Price _____

PLEASE NOTE that incomplete offers will neither be accepted or submitted. Please make sure that all places requiring initialing or signatures have your client(s) initials or signatures. The settlement date should be no more than 30 days from the contract date, and not within three (3) days of the end of the month. Complications with settlement can arise and will create problems for the Bank if settlement and fund disbursement does not occur within the same month.

**Ensure that all buyer-signed items below are within your offer packet.
Include this page with your offer.**

- Sales Contract
- Lender Pre-Approval Letter
- If the offer is cash, there must be proof of the deposited funds available in the buyer's account. NO EXCEPTIONS!
- Copy of the Earnest Deposit Check made payable to Seller's Title Company (non-refundable)
- Purchase Addendum
- Property Disclosure (if applicable)
- Seller's REO Addendum
- AS-IS Addendum

Ensure that all pages are legible, of good quality, and consistent throughout.

Thank you!

OTHER ITEMS TO REMEMBER

Any mention of seller-paid closing costs should **NOT** be mentioned in a percentage, but in a dollar amount.

Home inspection is for informational purposes only and not a cause for cancellation.

Seller will not pay for inspections.

All contracts are subject to Senior Management approval.

Home is sold AS-IS.

Lender's Pre-Approval letter must be specific as to the name of the buyer(s) with LTV, loan amount, buying power, interest rate and term, contract information (name, telephone, and email). Reference must be made to the specific property upon which offer is being made.

Earnest money is non-refundable if settlement does not happen, unless the loan is rejected by the lender "due to no FAULT of the purchaser".

Not all lenders will finance AS-IS properties.

The settlement date should be no more than 30 days from the contract date, and not within three (3) days of the end of the month. Complications with settlement can arise and will create problems for the Bank if settlement and fund disbursement does not occur within the same month.

When in doubt of how to submit your offer, please email reo@sonattacamara.com.

REGIONAL SALES CONTRACT INSTRUCTIONS

Section 7: Cross out everything except the FIRST and LAST sentences.

Section 9: Cross out the whole paragraph – Personal Property and Fixtures.

Section 10A: The words “UP TO” must be written in before the requested amount of Seller’s Concessions. If financing is VA or FHA, please use Section 11 instead.

Section 16: If necessary, Buyer(s) must order and provide termite inspection and cross out everything after the words “30 days prior to settlement”. The bank will not assume any responsibilities nor will pay for any treatments or repairs. If this shall become the deal breaker, consideration may be made at such time, but NOT promised.

Section 32: Please make sure all addendums are marked properly and keep in mind that the Bank will not consider a home inspection contingency. Inspection shall be done by a certified inspector for informational purposes ONLY, prior to submitting an offer or not at all. It is recommended that the Buyer’s Agent to try to provide the purchaser with a protection plan.

Section 33: Bank will not pay for Home Warranty, it is recommended that the Buyer’s Agent to try and provide the buyer with a protection plan.

Section 35: Please make sure that all information under “Selling Company” is neat and legible.

All terms and items on the Addendums should match the sales contract. There shall be NO ALTERATION, NO ADDITIONS and NO CROSS-OUTS to the addendums.

- Email ALL concerns, questions, and offers to reo@sonattacamara.com or fax to 301-333-2013 with a cover page detailing:

Buyer(s) name

Buyer’s Agent name and Brokerage

Contact info of Buyer’s Agent – including cell number and email

Attached is a sample contract to help in making sure everything is done as stated above.

REO EMD, HOA AND UTILITY ADDENDUM

Property Address: _____

Buyer Name: _____

Date: _____

- 1.) Buyer agrees that the Earnest Money Deposit (EMD) will be held by the listing agent.
 - The EMD check should be made out to the seller's title company with the property address listed in the memo section of the check.
 - The EMD should be mailed to: Seller's title company's address, which will be provided after offer acceptance.

- 2.) Buyer agrees that said property will have gas and water utilities, if applicable, turned on in buyer's name for inspection purposes.

If the said property is winterized, it is the buyer's responsibility to de-winterize for the inspection and re-winterize if the settlement does not occur. If said property is not re-winterized if settlement does not occur, the cost for the seller to re-winterize the property will be deducted from the EMD.

- 3.) Buyer agrees to be responsible for purchasing the HOA docs/Resale package of the subject property, if subject is part of a HOA.

X

Buyer Signature



REGIONAL SALES CONTRACT

This SALES CONTRACT ("Contract") is made on December 10, 2008, ("Contract Date") between Jane Doe ("Purchaser") and OWNER OF RECORDS ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Camara & Co. - The Real Estate Group ("Listing Company") represents Seller, and XYZ-KW REALTY ("Selling Company") represents

Purchaser or Seller. The Listing Company and Selling Company are collectively referred to as ("Broker"). (If the brokerage firm is acting as a dual representative for both Seller and Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **REAL PROPERTY** Purchaser will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):
 TAX Map/ID # 111-111-11-11 Legal Description: Lot(s) _____
 Block/Square _____ Section _____ Subdivision or Condominium _____
 Parking Space(s) # _____ County/Municipality _____
 Deed Book/Liber # _____ Page/Folio # _____
 Street Address 123X MAIN STREET
 Unit # _____ City MANY PLACES State VA Zip Code 22101

2. **PRICE AND FINANCING** ← Fill out all that is applicable

A. Down Payment		\$ <u>5,000.00</u>
B. Financing	1. First Trust (if applicable)	\$ <u>95,000.00</u>
	2. Second Trust (if applicable)	\$ _____
	3. Seller Held Trust	\$ _____
	Addendum attached (if applicable)	
TOTAL FINANCING		\$ <u>95,000.00</u>
SALES PRICE		\$ <u>100,000.00</u>

3. **DEED(S) OF TRUST**

A. **First Deed of Trust** Purchaser will Obtain or Assume a Conventional FHA VA Other _____ First Deed of Trust loan amortized over _____ years at a Fixed or an Adjustable rate bearing (initial) interest of 6.100 % per year or market rate available. Special Terms (if any): NONECam

B. **Second Deed of Trust** Purchaser will Obtain or Assume a Second Deed of Trust loan amortized over _____ years at a Fixed or an Adjustable rate bearing (initial) interest of _____ % per year or market rate available. Special Terms (if any): _____

C. **Assumption Only** Assumption fee, if any, and all charges related to the assumption will be paid by the Purchaser. If Purchaser assumes Seller's loan(s): (i) Purchaser and Seller will, or will not obtain a release of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Purchaser and Seller will, or will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

4. **DEPOSIT**

A. Purchaser has delivered a deposit ("Deposit") to (Seller's Title Company name) ("Escrow Agent") of \$ 3,000.00 by check and/or \$ _____ by note due and payable on _____.

B. The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Purchaser agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

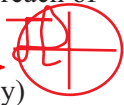
5. **DOWN PAYMENT** The balance of the down payment will be paid on or before the Settlement Date by certified or cashier's check or by bank-wired funds. An assignment of funds shall not be used without prior written consent of Seller.

6. **SETTLEMENT** Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, October 27, 2008, ("Settlement Date") except as otherwise provided in this Contract. Purchaser selects: Seller's title company ("Settlement Agent") to conduct the Settlement. (For transactions in Virginia, use the Virginia Jurisdictional Addendum to select the Settlement Agent.) Either party may retain their own legal counsel. Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to arrange for ordering the title exam and, if required, a survey.

7. **EQUIPMENT, MAINTENANCE AND CONDITION** Purchaser accepts the Property in the condition as of the Contract Date except as otherwise provided herein. ~~Seller warrants that, except as otherwise provided, the existing appliances, heating, cooling, plumbing, electrical systems and equipment, and smoke and heat detectors (as required), will be in normal working order as of the Possession Date. Seller will deliver the Property in substantially the same condition as on the Contract Date and broom clean with all trash and debris removed.~~ Purchaser and Seller will not hold the Broker liable for any breach of this paragraph. Seller will have all utilities in service through Settlement or as otherwise agreed.

8. **UTILITIES - WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING** (Check all that apply)

Water Supply: Public Private Well Community Well
 Sewage Disposal: Public Septic for # BR _____ Community Septic Alternative Septic for # BR: _____
 Hot Water: Oil Gas Elec. Other _____
 Air Conditioning: Oil Gas Elec. Heat Pump Other _____ Zones _____
 Heating: Oil Gas Elec. Heat Pump Other _____ Zones _____

Buyer's initials → 

9. PERSONAL PROPERTY AND FIXTURES The Property includes the following existing personal property and fixtures: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted.

The items marked YES below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip,& Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip. & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker				

OTHER **PROPERTY SOLD AS-IS NO EXCEPTIONS.**

Buyer's initials

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

If entire Property is sold "As Is", appropriate addendum must be attached.

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

10. CONVENTIONAL FINANCING TERMS

A. SELLER SUBSIDY Based on the financing terms specified in this Contract, Seller will pay at Settlement \$ _____ toward Purchaser's charges, (including but not limited to loan origination fees, discount fees, buy down or subsidy fees, prepaids or other charges as allowed by the lender). Purchaser will pay all remaining Purchaser's charges. If applicable, Purchaser will pay at Settlement or finance any initial private mortgage insurance required by lender. It is Purchaser's responsibility to confirm with his lender, if applicable, that the entire credit provided herein may be utilized. If lender prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by the lender.

B. APPRAISAL (Must Select Option 1 or 2)



Option (1) This Contract is **contingent** on Purchaser obtaining an Appraisal certifying the value of the Property to be no less than the Sales Price. See Attached Addendum. **If the appropriate Appraisal Contingency Addendum is not attached, this Contract is not contingent on an Appraisal and Option (2) below will apply.**

OR



Option (2) This Contract is **not contingent** on an Appraisal. Purchaser shall complete Settlement without regard to the value of the Property set forth in any Appraisal and acknowledges that this may reduce the amount of financing available from lender and may require Purchaser to tender additional funds at Settlement. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (Default) shall apply.

C. FINANCING (Must Select Option 1 or 2) Not to be used with Seller Financing



Option (1) This Contract is **contingent** on Purchaser obtaining approval for loan(s) to purchase the Property (The "Financing Contingency").

This Contract is contingent until 9 p.m. 5 Days after Date of Ratification ("Financing Deadline") upon Purchaser Delivering Notice to Seller on the Regional Form #100 removing this Financing Contingency. Such Notice

shall or

shall not be accompanied by a letter from the lender ("Lender's Letter"). Such Lender's Letter shall include the following statements or statements substantially similar thereto:

- 1) Purchaser is approved for the Specified Financing,
- 2) a ratified Contract has been received,
- 3) a written application for the financing has been made,
- 4) income, asset, and liability documentation on Purchaser have been received,
- 5) Purchaser's credit has been reviewed, and
- 6) the application has been reviewed and meets underwriter and investor guidelines.

If Purchaser fails to Deliver Regional Form #100 and Lender's Letter (if required) by the Financing Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If Seller Delivers such Notice this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice unless prior to that date and time:

- a) Purchaser Delivers to Seller Regional Form #100 and Lender's Letter (if required); or
- b) Purchaser Delivers to Seller Regional Form #100 and provides Seller with evidence of sufficient funds available to complete Settlement without obtaining financing.

Upon Delivery to Seller of either (a) or (b) above, this Contract will no longer be contingent on Purchaser being approved for the Specified Financing and this Contract will remain in full force and effect.

Prior to satisfaction or removal of the Financing Contingency, if Purchaser receives a written rejection for the Specified Financing and Delivers a copy of the written rejection to Seller, this Contract will become void.

OR



Option (2) This Contract is **not contingent** upon Purchaser obtaining approval for loan(s) to purchase the Property. Purchaser acknowledges that there is not a Financing Contingency. Purchaser has provided sufficient documentation to satisfy Seller that Purchaser has been approved for the Specified Financing or has sufficient funds available to complete Settlement without obtaining financing. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

Do not use percentages

11. VA or **FHA FINANCING AND APPRAISAL**

Purchaser will pay at Settlement, or finance any VA Funding Fee or FHA initial Mortgage Insurance Premium. Based on the Specified Financing in this Contract, the Seller will pay UP TO \$3,000 toward Purchaser's charges (including but not limited to loan origination fees, discount fees, buydown or subsidy fees, prepaids or other charges as allowed by the lender) except that the total amount of any lender charges which cannot by law or regulation be charged to Purchaser will be paid by the Seller. These charges, if any, will first be deducted from any Seller credit, and the remaining balance, if any, will then be applied to Purchaser's other charges. Purchaser will pay all remaining Purchaser's charges. If VA or FHA financing applies, it is expressly agreed that, notwithstanding any other provisions of this Contract, Purchaser will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the Lender Approval Processing Program (LAPP) underwriter setting forth the appraised value of the Property (excluding closing costs) of not less than \$ 100,000.00. Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE/GUARANTEE. HUD/DEPARTMENT OF VETERANS AFFAIRS AND THE MORTGAGEE DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE. If VA Financing applies, Purchaser agrees that should Purchaser elect to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Purchaser shall pay such excess amount in cash from a source which Purchaser agrees to disclose to the Department of Veterans Affairs, and which Purchaser represents will not be borrowed funds except as approved by the Department of Veterans Affairs. Purchaser's exercise of the option shall be made in writing within 3 Days of the notification to Purchaser of the appraised value, or this Contract shall become void. If FHA financing applies, Purchaser's exercise of the option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation shall be made in writing within 3 Days of the notification to Purchaser of the appraised value, or this Contract shall become void.

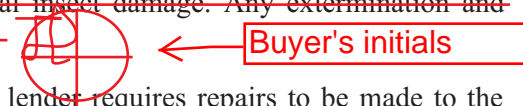
12. **FINANCING APPLICATION** If this Contract is contingent on financing, Purchaser will make written application for the Specified Financing and any lender required property insurance no later than 7 days after the Date of Ratification. Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process. If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

13. **ALTERNATE FINANCING** Purchaser may substitute alternative financing and/or an alternative lender for Specified Financing provided:

- a) Purchaser is qualified for alternative financing;
- b) There is no additional expense to Seller;
- c) The Settlement Date is not delayed; and
- d) If Purchaser fails to settle except due to any Default by Seller, then the provisions of paragraph #26 (DEFAULT) shall apply.

14. **PURCHASER'S REPRESENTATIONS** Purchaser will, or will not occupy the Property as Purchaser's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company is, or is not authorized to disclose to the Listing Company and Seller the appropriate financial or credit information statement provided to the Selling Company by Purchaser. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the lender by Purchaser.

15. **ACCESS TO PROPERTY** Seller will provide the Broker, Purchaser, inspectors representing Purchaser and representatives of lending institutions for Appraisal purposes, reasonable access to the Property to comply with this Contract. In addition, Purchaser and/or Purchaser's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Purchaser and Seller.

16. TERMITE INSPECTION The Purchaser at Purchaser's expense or Seller at Seller's expense, will furnish a written report from a pest control firm dated not more than 30 days prior to Settlement ~~showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood destroying insects, and free from visible structural insect damage. Any extermination and structural repairs identified in the inspection report will be made at Seller's expense.~~ 

17. REPAIRS If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then Purchaser will give Notice to Seller of the lender's required repairs. Within 5 Days after such Notice, Seller will give Notice to Purchaser as to whether Seller will make the repairs. If Seller will not make the repairs, Purchaser will give Notice to Seller within 5 Days after Seller's Notice as to whether Purchaser will make the repairs. If neither Seller nor Purchaser will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES; PERSONAL PROPERTY AND FIXTURES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; or OTHER TERMS, or any terms specifically set forth in this Contract and any addenda. If the Property is sold "as is", Purchaser will be responsible for all repairs.

18. DAMAGE OR LOSS The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Purchaser at Settlement.

19. TITLE The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and the Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland) ("Deed"). Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date.

20. POSSESSION DATE Unless otherwise agreed to in writing between Seller and Purchaser, Seller will give possession of the Property at Settlement, including delivery of keys, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Purchaser and hereby expressly waives all notice to quit as provided by law. Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Purchaser including reasonable attorney fees.

21. FEES Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided) survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdictional addenda).

22. BROKER'S FEE Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

23. ADJUSTMENTS Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Purchaser, unless leased. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Purchaser will reimburse Seller for existing escrow accounts, if any.

24. ATTORNEY'S FEES In any action or proceeding involving a dispute between Purchaser and Seller arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s). In the event a dispute arises resulting in the Broker being made a party to any litigation or if the Broker is required to bring litigation to collect the Broker's Fee, Purchaser and Seller agree to indemnify the Broker, its employees, and/or licensees for all attorney fees and costs of litigation against the responsible party, unless the litigation results in a judgment against the Broker, its employees and/or licensees.

25. PERFORMANCE Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

26. DEFAULT Purchaser will be in Default even if the Financing Contingency has not been removed if Settlement does not occur on the Settlement Date for any reason other than Default by Seller, including without limitation the following:

- A. Failure to lock-in the interest rate(s) and the rate(s) increase so that Purchaser does not qualify for such financing; OR
- B. Failure to comply with the lender's reasonable requirements in a timely and diligent manner; OR
- C. Application is made with an alternative lender (one other than the lender who provided Lender's Letter) and the alternative lender fails to meet the Settlement Date; OR
- D. Does not have the down payment, closing fees and any other required funds, including without limitation, any additional funds required to be tendered by Purchaser if the Appraisal is lower than the Sales Price; OR
- E. Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Purchaser's inability to secure the financing; OR
- F. Failure to make application for property insurance, if required, by lender within 7 days of Date of Ratification; OR
- G. Does or fails to do any act following the Date of Ratification that prevents Purchaser from completing Settlement.

If Purchaser fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Purchaser will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Purchaser's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Purchaser, the Broker may accept and Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Purchaser, Purchaser will have the right to pursue all legal or equitable remedies, including specific performance and/or damages. If either Seller or Purchaser refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either Purchaser or Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker's Fee in full.

27. OTHER DISCLOSURES Purchaser and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. The Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Purchaser and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions of this paragraph disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. PROPERTY CONDITION See paragraph #7 (EQUIPMENT, MAINTENANCE AND CONDITION) Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants;) sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

B. LEGAL REQUIREMENTS All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.

C. FINANCING Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. BROKER Purchaser and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.

E. PROPERTY TAXES Your property tax bill could substantially increase following settlement. For more information on property taxes contact the appropriate taxing authority in the jurisdiction where the Property is located.

F. PROPERTY INSURANCE Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Purchaser. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.

28. ASSIGNABILITY This Contract may not be assigned without the written consent of Purchaser and Seller. If Purchaser and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

29. DEFINITIONS

- A. "Appraisal" means a written appraised valuation of the Property.
- B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day.
- C. "Date of Ratification" means the date of final acceptance in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies).
- D. For "Delivery" and "Notices" definitions, see appropriate Jurisdictional Addendum.
- E. "Specified Financing" means the loan type(s) and amount(s), if any, specified in both paragraph #2 (PRICE AND FINANCING) and paragraph #3 (DEEDS OF TRUST).
- F. The masculine includes the feminine and the singular includes the plural.
- G. "Possession Date" - See paragraph #20 (POSSESSION DATE).

30. MISCELLANEOUS This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

31. VOID CONTRACT If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that the Deposit be refunded in full to Purchaser according to the terms of the paragraph #4 (DEPOSIT).

32. ADDITIONS The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

Yes Jurisdictional Addendum for: DC VA MD/County _____
 WVA Other _____

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Addendum of Clauses (DC/MD)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lead Paint Inspection Contingency
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Contingency Clauses (NVAR)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Pre Settlement Occupancy
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Condo/Coop Addendum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Post Settlement Occupancy
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Dual Agency Form	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Property Disclosure or Disclaimer
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Designated Agency Form	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Radon Testing Contingency
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	FHA Home Inspection Notice	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Sale of Home Contingency
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Home Inspection Contingency	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Seller Held Trust
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lead Paint Disclosure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Well and Septic Contingency

Yes No Other (specify): BANK ADDENDUM A, BANK MOLD ADDENDUM, BANK MOLD DISCLOSURE, & BANK TITLE ADDENDUM

33. HOME WARRANTY Yes No
Home Warranty Policy paid for and provided at Settlement by: x Purchaser of Seller.
Cost not to exceed \$ 350.00 . Warranty provider to be PAID BY BUYERS REALESTATE AGENT .

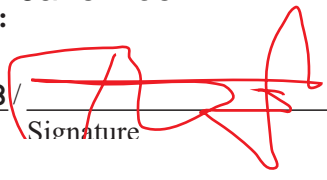
Specify all addendums

34. OTHER TERMS EARNEST MONEY DEPOSIT IS NONE REFUNDABLE unless purchasers' loan is rejected by the lender "due to no FAULT of purchaser".
Property sold as-is, no exceptions.

Exact wording

Buyer's initials

35. ENTIRE AGREEMENT This Contract will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

SELLER: _____ (SEAL) **PURCHASER:** Jane Doe _____ (SEAL)
 Date / Signature Date / Signature
 OWNER OF RECORD 12/10/2008 /  _____ (SEAL)

 Date / Signature _____ (SEAL) _____ (SEAL)
 Date / Signature _____ (SEAL)

Date of Ratification see paragraph #29 (DEFINITIONS) _____

For information purposes only: Buyer's Agent info

Listing Company's Name and Address: _____ Selling Company's Name and Address: _____

Camara & Co.-The Real Estate Group XYZ-KW REALTY
9701 Apollo Dr, Suite 481 12345 MYPLACE DR
Upper Marlboro, MD 20774 MCLEAN, VA 22101

Office # (301) 333-4444 FAX # (301) 333-2013 Office # (703) 111-1111 FAX # (703) 111-1111

MRIS Broker Code and Office ID 73866 MRIS Broker Code and Office ID YOUR OFFICE MLS

Agent Name Sonatta Camara Agent Name _____

525726 State of Maryland _____

Real Estate License Number & Jurisdiction _____ Real Estate License Number & Jurisdiction _____

Agent MRIS ID# 73866 Agent MRIS ID# _____

Team Leader/Agent _____ Team Leader/Agent _____

Agent Email Address reo@sonattacamara.com Agent Email Address john@realtor.com

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MORTGAGE COMMITMENT

06/13/2008



**ZYX1 MORTGAGE CORP
123Y BRIDGE CHAIN ST
VIENNA VA 22182**

BORROWER: Jane Doe
BORROWER ADDRESS:

Dear Mr Juan Leche

Congratulations!, ZXY1 Mortgage Corporation is pleased to announce that you have been credit approved for a mortgage loan

Sales Price up to: \$300,000 Loan Amount \$ 95,000 FHA

Property Address: 123X MAIN STREET #102, MCLEAN VA 22101

Please review the following items regarding your loan. Please read it thoroughly,
Commitment subject to Property Analysis:

After reviewing and verifying employment, income, bank accounts, and assets we are pleased to issue you a commitment obtained from DU (Desktop Underwriter) with Wells Fargo as the lender, this commitment meets the lender guidelines requirements. This Final approval will be issued after the following requirements are met:

- 1) Ratified Sales Contract.
- 2) Acceptable Appraisal.
- 3) Title work.

Armmo Armmo

Loan Officer

123-456-7890 (Cellular Phone)

123-456-0987 (Office Phone)

123-456-4567 (fax Phone)

Email: armmo@xyz1mortgage.com

