

DISCLOSURE NOTICE TO BUYERS AND AGENTS

- **Buyer is NOT permitted to make repairs, store personal belongings or occupy the property at ANY point prior to closing AND funding. Doing so MAY result in criminal charges and/or offer cancellation. Properties are regularly inspected. We will find out about the above items!**
- **Buyer is NOT permitted access to the property without their representative present.**
- Seller has acquired the property as a result of a foreclosure or similar proceeding and may not be the owner of record at initial listing, at contract acceptance or prior to closing.
- Seller is typically a financial institution (Bank, Mortgage Company, Corporate Investor etc.) whose employees work in a Real Estate Owned (REO) department or an outsourced company for the Seller.
- REO departments/outsourcers typically work normal business hours (not weekends, evenings or holidays) and are located throughout the country and in different time zones.
- REO departments/outsourcers will NOT negotiate directly with Buyer or Buyer's agent. Do NOT attempt to make contact with the Seller for ANY reason. Listing office is the sole point of contact.
- An Offer is considered to be a complete package per the Submitting Offers document. An incomplete package does NOT constitute an Offer and MAY not be submitted to Seller.
- Seller response times vary. There is NO guarantee of prompt response to any Offer regardless of terms.
- A full price Offer does NOT guarantee acceptance or that a commission is due and payable.
- In multiple Offer situations; Seller MAY entertain multiple Offers on the property without accepting any Offer, Seller MAY accept an Offer with a lower sales price if all other terms are deemed more acceptable OR MAY accept no offer at all. There is no special consideration given to an Offer that was presented "first", initially "higher" and/or initially at or above asking price.
- Seller MAY have started title work. Seller MAY require the buyer to use the Seller's closing company as a condition of sale. Seller MAY pay for title insurance in these circumstances.
- Seller MAY not pay their share of transfer taxes and/or charge other fees. In these cases, Buyer is responsible for paying transfer taxes and/or fees. Refer to the Seller's Addendum for details.
- Seller generally will NOT make repairs (including lender required repairs), treat for pests, remediate mold, make dye test/municipal requirement corrections and/or perform other actions (including payment of fees) as may be typical in traditional transaction. Please consider this when negotiating.
- Seller expects all documents returned within 1 (ONE) business day from request.
- Due to the nature of this type of transaction, a closing MAY be delayed for title, deed or other issues. While Seller strives to meet negotiated closing dates, there is NO guarantee that the date will be achieved. Buyer is still expected to meet the negotiated closing date on their part. Do not schedule contractors, movers, etc. without a confirmed closing date, seller executed HUD and wire confirmation.
- Winterization is done for Seller's purpose. Winterization does NOT guarantee against prior or future damage and is not warranted by Seller. Do NOT use the winterization in lieu of an inspection.
- Buyer agents representing themselves, a blood relative or a company in which they have an interest MAY not be paid a commission by the seller. Please consider this when negotiating.
- Buyer deposits may not be deposited for up to 5 days. Buyer agrees to this provision if applicable.
- Checks made payable to Priority Realty, LLC are subject to a \$40.00 non-sufficient funds fee. NSF fee is due and payable in a cashier's check to Priority Realty, LLC when the new check is presented.

Parties acknowledge and accept by signing below:

Buyer Signature(s):

Buyer's Agent Signature:

date

date

date

SUBMITTING OFFERS

The following items must be submitted with every offer. Offers cannot be submitted without ALL of these items.

- 1. Fully completed CONTRACT COVER SHEET.
- 2. Fully completed and signed, most current version of the P.A.R STANDARD AGREEMENT FOR OF SALE OF REAL ESTATE with requested changes from the SALES AGREEMENT MODIFICATIONS document. The Agreement must include electing or waiving each inspection and contingency as necessary.
- 3. Signed "AS-IS" ADDENDUM TO CONTRACT OF SALE. This is a SAMPLE addendum that needs to be signed by the buyer and selling agent. This acknowledges that the buyer and agent have read and understand the addendum. After an offer is accepted, the buyer and agent will sign a new, identical addendum that has been pre-populated by the seller with the negotiated terms.
- 4. Copy of Earnest (Hand) Money check made payable to seller's closing company. See Agent Remarks in the MLS. At the time of presenting the offer we just need a copy of a personal check. Upon acceptance of offer the check must be CERTIFIED FUNDS OR WIRE and immediately to Seller's Closing Company. We recommend overnight delivery or mail delivery with delivery confirmation.

PLEASE NOTE: A delay in receipt of the Hand Money check may result in the withdrawal of acceptance of the offer. It is recommended that checks are sent by overnight night mail with delivery confirmation.

- 5. Documented financial ability to close.
Proof of Funds. If the offer has cash terms, we need recent documentation showing **liquid funds** equal to or exceeding the offer price. This can include bank statements, a signed letter on letterhead from a financial institution where the funds are held, an established line of credit or similar items. Cash, POF in another's name or LOCs not yet established are NOT acceptable.
Proof of Financing. If the offer is financed, with a mortgage or any means other than **liquid funds**; we need a pre-approval letter from a reputable lender. The pre-approval MUST specific that credit was pulled and proof of funds to close have been verified. In addition, the seller MAY require a letter from the lender indicating the buyers' credit score or a pre-approval from a lender of the seller's choosing.

- 6. Signed ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE.
- 7. Signed DISCLOSURE NOTICE TO PROSPECTIVE BUYERS.
- 8. Signed BUYER SIDE CLOSING RESPONSIBILITIES.
- 9. **Corporate Documentation.** If the title is being taken in any form other than personal name; corporation, LLC, trust, holding company or similar, documentation that verifies signing authority must be presented with the offer. In addition, the seller MAY require further documentation and/or a Certificate of Good Standing from the state in which entity is native.
PLEASE NOTE: Do NOT submit an offer in the name of an entity which has not yet been created.

- 10. Upload the complete package to www.PropOffers.com in one attachment with documents in the above order.
PLEASE NOTE: Offers received by any other means than through www.PropOffers.com will not be considered.

- 11. PropOffers charges \$175.00 to the selling broker which is paid at closing on the HUD/ALTA.

REGARDING ATTACHMENTS: Be sensitive to the size of the attachment. Documents do NOT need to be scanned in color. Color scans will make the document size large and not provide the quality that is necessary. Black and white scanning is preferred. We can provide you with setting for scanning your document into Adobe Acrobat that will optimize size and quality. Just ask.

ADDITIONAL ITEMS OF NOTE:

Seller does NOT accept any Price Escalation Agreements.

Seller does NOT accept any Home Sale contingencies.

Seller does NOT provide any Seller's Property Disclosure Statements not even a blank one.

Seller does NOT sign the Oil, Gas and Mineral Rights/Interests Addendum.

Seller does NOT entertain incomplete offers, verbal offers, letters of intent or similar, offers which contain an assignment, offers subject to a third party buyer approval or similar contingencies.

Seller MAY not entertain a name change after the Offer has been accepted. Please consider this when preparing your offer.

These terms are non-negotiable. Please do not ask!

CONTRACT COVER FORM

Property Address: _____

Buyer Name(s) in which title is to be taken: _____ Buyer's Intended Use: Owner Occupant Investor

LISTING BROKER INFORMATION

Listing Agent Name: Bob Moncavage Company: Priority Realty, LLC
Company Address: 2840 Library Road, Ste 290 OFFICE MLS ID #: 80901
Pittsburgh, PA 15234-2621 AGENT MLS ID#: 205911
Phone Number: 412-819-0777 x12 Fax: 412-712-9778
Email: bob@PriorityRealty.net

SELLING BROKER INFORMATION

Selling Agent Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular/Pager: _____ Email: _____
OFFICE MLS ID #: _____ AGENT MLS ID #: _____

BUYER'S ATTORNEY (IF APPLICABLE)

Attorney Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular: _____ Email: _____

FINANCING LENDER INFORMATION

Lender Contact: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular: _____ Email: _____

CLOSING AGENT INFORMATION

Closing Contact Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular: _____ Email: _____

SALES AGREEMENT MODIFICATIONS

The following are modifications that need to be made to the agreement prior to presenting any offer. The Paragraph headers below reference the PAR Standard Agreement for the Sale of Real Estate. Item changes are noted in **Bold**.

PURCHASE PRICE AND DEPOSITS

(A) This amount must reflect the final negotiated sales price and match the seller's addendums

(1). The below items relate to Deposit amounts and special terms

CASH OFFERS: \$1000 MINIMUM. It MAY be a higher amount depending upon seller requirements; as much as 10%.

This will be part of the seller's counter offer

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

CERTIFIED FUNDS: ALL earnest money checks will need to be certified funds or a wire transfer when submitted with an accepted offer's complete package

(C) Must fill in "**Deposits will be held by seller's closing company.**" in the blank space

ZONING

Must include a Zoning Classification. If you don't know enter "**Per Local Ordinance**"

SELLER REPRESENTATIONS

(A) **Status of Water** This item must be entered as "**UNKNOWN**" in the blank space

(B) **Status of Sewer** This item must be entered as "**UNKNOWN**" in the blank space

BUYER'S DUE DILIGENCE/INSPECTIONS

(A) 3. **Seller will have heating and all utilities (including fuel(s)) on for the inspection/appraisals.**

This must be stricken. Seller may NOT have activated utilities.

(C): Elect or Waive ALL inspection contingencies by initialing on each item.

NOTICES, ASSESSMENTS & MUNICIPAL REQUIREMENTS

(B) If required by law, within 30 Days from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

(B) 3. **This paragraph must be stricken.**

CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE

(C) 1. within 15 Days from the Execution Date of this Agreement, Seller, at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

MAINTENANCE AND RISK OF LOSS

(C) 1. "...together with the proceeds of any insurance recovery obtainable by Seller,"

These words must be stricken

DEFAULT, TERMINATION AND RETURN OF DEPOSITS

(G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONEY, AS LIQUIDATED DAMAGES**

Box for Item G must be checked

MEDIATION

This paragraph must be stricken.

SPECIAL CLAUSES

(B) Must add "**Additional Seller and Other Addendums as required and/or included are made a part hereof**"

ALL of the above changes must be initialed by ALL buyers.

THESE CHANGES ARE NON-NEGOTIABLE – PLEASE DO NOT ASK!!!

"AS-IS" ADDENDUM TO CONTRACT OF SALE

This addendum ("Addendum") is to be made a part of the Contract of Sale (hereinafter the "Contract of Sale" or "the Contract") dated _____ between _____ (the "Seller") and _____ (the "Purchaser(s)") for the property located at _____ (the "Property")

1. Purchaser(s) and Seller both recognize this Addendum as part of the Contract of Sale. In the event any provisions of this Addendum conflict in whole or in part with the terms of the Contract of Sale or any prior Addendum or amendment thereto (collectively, the "Contract"), the provisions of this Addendum shall control and supersedes the Contract of Sale.
2. This Contract is subject to acquisition of the Property by Seller. If Seller has not obtained the recorded foreclosure deed on or before the scheduled closing date, Seller, at its sole discretion, may either extend the Contract or terminate the Contract and return all earnest money to Purchaser upon termination. If Seller elects to extend the Contract, Seller shall have 30 days to resolve the outstanding deed issue. If Seller does not obtain recorded foreclosure deed within the 30 day period, either Purchaser or Seller has the option to immediately terminate the Contract, with no further obligation, and all earnest money will be returned to Purchaser. Purchaser agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Purchaser by reason of or arising out of the redemption of the property and/or the owner taking possession of the Property and obtaining the recorded foreclosure deed.
3. This Contract is subject to approval and acceptance by Seller's mortgage insurance company and beneficiary, if any.
4. Final acceptance of the Contract of Sale is subject to Seller's committee approval.
5. Title to the Property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor. If the title of the Property is currently held as leasehold interest, Seller will not transfer into a fee simple interest.

6. CORPORATE DISCLOSURES

Seller acquired the Property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure or otherwise, and the total purchase price set forth in the Contract may reflect deferred maintenance. Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Purchaser(s) acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Purchaser(s)' representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Purchaser(s) for Purchaser(s)' information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser(s), no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Purchaser(s) acknowledges that Purchaser(s) has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser(s) will rely solely on Purchaser(s)' inspection and review to evaluate the condition of the Property.

Purchaser(s) hereby acknowledges that Seller shall not be providing Purchaser(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser(s) hereby waives any requirement that Seller furnish Purchaser(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Purchaser(s) acknowledges that it is Purchaser(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, termites, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Purchaser(s) may be concerned.

PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING. In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Appliances will convey ONLY if present at the time of closing.

Purchaser(s) understands, acknowledges, and agrees that neither Seller nor any person acting as Seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the Property. The Property is being conveyed to Purchaser(s) in its "as is, where is" condition and "with all faults." It is the right and responsibility of the Purchaser(s) to inspect the Property and Purchaser(s) must satisfy himself/herself as to the condition of the property. SELLER WILL NOT PERMIT ANY REPAIRS PRIOR TO CLOSING. Seller, Seller's agents and Purchaser(s)' agents and Purchaser(s) shall execute a LEAD BASED PAINT Disclosure Addendum to Contract of Sale form to be provided by Seller's representative. Purchaser(s) shall also execute at closing a Waiver and Release Regarding Property Condition and Purchaser(s) hereby acknowledges receipt of a copy thereof.

If Purchaser fails to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Purchaser as set forth herein.

7. Sale Price is: \$ _____ with \$ _____ earnest money and Seller Concessions totaling \$ _____. Earnest money funds shall be deposited with Seller's closing agent or title company in a non-interest bearing account within two (2) business days after the execution of the Contract by both parties. If earnest money is not deposited in the Seller's account by 9:00 am on the third (3rd) business day, the Contract shall be rendered null and void. In a Purchaser directed state, earnest money funds shall be deposited and held by the Seller's Closing Agent.
8. This transaction shall be closed through a title company or attorney. Seller shall have the sole discretion to select the escrow/closing services as well as the settlement locations. Both Seller and Purchaser(s) agree to pay their respective title/escrow/closing costs per local customary practice. In the cases of a Purchaser directed state, the Purchaser has the option of using the seller's title company. IF THE PURCHASER CHOOSES TO USE THE SELLER'S TITLE COMPANY, SELLER WILL PAY FOR THE OWNERS TITLE POLICY. IN A PURCHASER DIRECTED STATE, IF PURCHASER ELECTS TO USE HIS/HER OWN TITLE/CLOSING AGENT, THE TITLE POLICY COST WILL BE AT THE EXPENSE OF THE PURCHASER AND ANY SELLER CONCESSIONS SHALL NOT BE USED FOR THIS EXPENSE. WITH THE EXCEPTION OF CALIFORNIA. IN CALIFORNIA THE PURCHASER'S CHOICE ACT WILL CONTROL. If the buyer chooses to not use seller's closing office and title policy, the buyer must provide their title contact information within 2 days of contract execution. ***All buyer title objections must be submitted in writing to the sellers closing office within 14 calendar days of contract execution.***
9. This transaction shall be scheduled to close on or before _____. TIME IS OF THE ESSENCE. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the contract is null and void. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the Purchaser(s) agree to pay toward Seller's carrying costs the greater of \$100.00 per day or 1/10th of 1% of the purchase price per calendar day. The total of the said sum shall be credited to Seller on the actual date of closing. If the closing is delayed beyond the original scheduled closing date, then Seller reserves the right to further extend, or cancel this contract, and consider it null and void with no further obligation.
10. This contract is a Cash Transaction: [] YES or [] NO . If yes, for a cash transaction, verification of funds to close is to be provided with this Addendum to contract of sale, and the earnest money is non-refundable. Should Purchaser seek financing, contract will be voided unless an Amendment or Addendum is approved by Seller. OTHER PROVISIONS: PURCHASER TO PROVIDE PREQUALIFICATION LETTER WITH THIS ADDENDUM.
11. The Property may have been built prior to 1978. The "Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards" must be included as part of this contract. By signing this Addendum the Purchaser(s) acknowledge that he/she have received a copy of the EPA manual " Protect Your Family from Lead in Your Home."
12. Seller will not provide financing as a contingency of the contract.
13. This Contract is a Mortgage Financing Transaction [] YES or [] NO. If yes, the Purchaser(s) are to apply for mortgage financing within 3 business days of the Seller's execution of contract. Purchaser is to furnish the Seller a copy of binding written loan commitment from Purchaser's lender within 21 days from Seller's execution of the contract. Loan approval requirements are to be completed within 10 days for written loan commitment.

Buyer(s) initials: _____ Date: _____

Seller(s) initials: _____ Date: _____

14. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a Bill of sale for any personal property located at the Property.
15. Purchaser(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Purchaser(s) or any other persons that may arise from Inspections, repairs, replacements. Purchaser shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspection, repairs, replacements or any other work performed in or upon the premises by Purchaser or its agents, employees, contractors or assigns. In the event any repairs are made to the Property, or any work or material are added to the Property, or the value of the Property is enhanced in any way, then in the event this transaction does not close, all material added to the Property shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Purchaser or any third party for any such material or work completed.
16. All prorations, including but not limited to, prorations of any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post closing. Special assessments will be pro-rated up to closing date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to date of closing and shall be assumed and paid by Purchaser from closing date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.
17. The Purchaser(s) shall not assign its rights under any part of the Contract without Seller's prior written consent.
18. Purchaser(s) shall install new locks on the Property immediately after closing, and Purchaser(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser(s) failure to install new locks on the Property.
19. Seller does not agree to provide building permits. It is Purchaser(s)' responsibility to confirm building and safety compliance on the property during the inspection period.
20. ALL INSPECTIONS and remediation from inspections, (including but not limited to roof, septic, well, termite, and/or survey) are to be Purchaser(s)' expense unless specifically negotiated under other provisions. ALL INSPECTIONS must be completed within 0 days of Seller's acceptance of contract. Any extension of the inspection contingency must be approved by the Seller.
21. Purchaser shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.
22. If Purchaser(s) raises any objections to the quality of Seller's title, and title nsurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the contract shall remain in full force and Purchaser(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters then the Purchaser(s): (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Purchaser(s) sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Purchaser(s) deposit, such refund being Purchaser's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.
23. Occupancy of the Property shall NOT be permitted prior to closing and funding, unless specifically agreed to by Seller in writing and only when Seller's requirements are met and Purchaser(s) signs Seller's Occupancy Agreement.

24. If the Property is located in a post foreclosure redemption period, then Purchaser has been advised and understands that the Property is foreclosed property and is in a redemption period. Purchaser(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Purchaser agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Purchaser by reason of or arising out of the redemption or the owner taking possession of the Property.
25. If the Property is located in a post foreclosure ratification/confirmation/ committee period, Purchaser(s) acknowledges settlement will not occur until such ratification/confirmation/committee order has been granted by the courts. In the event ratification/confirmation/committee is not granted by the courts, this contract is terminated and Seller will refund Purchaser's deposit, such refund being Purchaser's exclusive remedy for such termination.
26. Seller's insurance is not transferable and will be cancelled at the time of closing. Seller cannot endorse existing insurance policies to Purchaser(s). Any proceeds from insurance companies for destruction or damage through no fault of the Seller or the Purchaser(s) shall be retained by the Seller.
27. Seller will not provide Purchaser(s) or Purchaser(s) Lender a survey. If required by the Purchaser(s) Lender, cost of survey to be at the expense of the Purchaser(s).
28. Purchaser acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Purchaser acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. Seller's acceptance of this offer is evidenced solely by Seller's signature herein and no prior oral discussions or representations, if any, by Seller or its agents, shall be binding against Seller unless set forth in writing in this Counterproposal.
29. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Purchaser(s).
30. Purchaser expressly waives the (i)remedy of specific performance, in the event of Seller's default, under this Agreement; (ii) Purchaser agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) Purchaser waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party Purchaser; (iv) Purchaser waives any claims or losses relating to environmental conditions affecting the property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind; and (v) Purchaser waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Purchaser by a survey or inspection of the Property or by a search of the public records. In the event that the Purchaser, files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Purchaser shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails.
31. The total commission earned will be consistent with the Listing Agreement. In no event shall any real estate broker commissions be deemed earned and payable until: 1). the closing of the purchase and sale is consummated; 2).title passes to Purchaser; and 3). Seller receives the proceeds of the sale.
32. Purchaser and Seller agree that Seller is not obligated to complete the sale of subject property if the sale results in proceeds of less than \$1 to Seller per the Settlement Statement. In this event, the contract shall be terminated and the earnest money returned to Purchaser. The return of the earnest money shall be Purchaser's sole remedy.
33. The Seller DOES NOT agree to Arbitrate or Mediate any disputes or issues that arise pursuant to the contract herein.
34. Any other provision of the Contract notwithstanding, the undersigned, Purchaser and Seller, agree that the earnest money shall be non-refundable to Purchaser for any reason other than Seller(s) failure to convey title to the Property under the terms of the Contract, and/or Purchaser termination prior to the expiration of any inspection period or failure to obtain a loan . Upon Purchaser(s) default, the Title Company shall pay the earnest money to Seller within three (3) business days. Title Company is authorized to rely on written notice from Seller and need not obtain any consent or authorization from Purchaser before paying the earnest money to Seller.

35. OTHER PROVISIONS

Closing Office:

Closing Contact:

Closing Phone #:

PURCHASER: _____

Print Name: _____

Date: _____

PURCHASER: _____

Print Name: _____

Date: _____

WITNESS: _____

Print Name: _____

Date: _____

SELLER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESS: _____

Print Name: _____

Date: _____

ADDENDUM TO AGREEMENT FOR THE SALE OF REAL ESTATE

PROPERTY: _____
SELLER: _____
BUYER: _____

Buyer and Seller agree and understand that the AGREEMENT FOR THE SALE OF REAL ESTATE is AMENDED as follows:

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

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

Buyer acknowledges that Buyer has viewed the property prior to submitting his offer. For the purposes of this agreement, viewing date is considered to be the day the offer has been submitted to the Seller/Seller's agent. Buyer acknowledges the as-is condition of the property at the time of inspection. Any change(s) in property condition after Buyer's initial viewing shall be communicated in writing to the opposite party by the party identifying the change(s) in property condition.

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

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


The real estate taxes for the property are estimated. Assessment and tax figures can vary. This information was provided by the third parties and is not warranted. The lot size is approximated from information provided in County tax records and is not warranted. Buyer is responsible for verifying this information. Seller may not/does not possess mineral rights or have knowledge of same.

Buyer understands that utilities will not be turned on (unless already on) for any inspections. If Buyer wishes to have utilities on, they may be turn in Buyer's name and at Buyer's sole expense. Buyer must notify Priority Realty in writing of utility activation request. Buyer may be required to pay the cost of de-winterization and/or re-winterization prior to activating water service. Buyer must notify listing office within 1 (one) business day once inspections are complete so the property may be re-winterized. Buyer is responsible for any unreasonable damage that may occur for having said utilities turned on; including lack of notification of inspection completion.

This Addendum shall supersede any language to the contrary in the STANDARD AGREEMENT FOR THE REAL ESTATE but shall not supersede any language to the contrary in any of the seller's addendum(s). **This addendum shall survive closing.**

All parties acknowledge and accept by signing below.

Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____

Buyer's Agent Signature	Date:	Listing Agent	Date
_____	_____		_____

BUYER SIDE CLOSING RESPONSIBILITIES

Title work and municipal requirements (occupancy inspection, dye tests, etc.) are recommended to be ordered immediately upon notification of offer terms acceptance. Lien letters, final utility readings, dye tests, municipal inspections, HOA docs, etc. are the buyer's responsibility to order and pay for. Failure to complete these items timely may not be a valid reason to extend any timeframes or waive per diem. Please work with a title company that understands this urgency and these requirements.

All timeframes begin when the Seller executes the complete contract package. Do not schedule buyer inspections for dates prior to contract execution.

Any lienable items requiring payment from the seller require a bill/invoice from the company requesting payment and back-up documentation and/or bill history for those items. Neither the seller nor Priority Realty, LLC will pay any estimated expenses. Final bills are necessary so please plan accordingly.

Most Sellers have their own Closing Agency and/or closing instructions. These are generally provided in the executed contract package. Please review the contract package for these items or request them from our office. These instructions must be followed to the letter. Any deviation may create a delay in closing and can cost the Buyer a per diem assessment if the closing date is not met.

Our office will provide the Buyer's Closing Company with our Commission Statement. If there is a discrepancy between our Commission Statement, the Seller's Closing Agent instructions and/or the Selling Agency's Commission Statement, this must be addressed immediately. Priority Realty, LLC has many different commission agreements with its clients. Our commission is NOT shown in the MLS and has no bearing on the selling side of the transaction. Our commission may be more, less or equal to the Selling Agency commission.

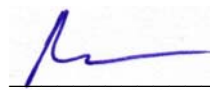
A copy of the HUD/CD MUST be sent to our office PRIOR to submission to the Seller for approval. There are instances where certain expenses will be paid on the HUD/CD. As the Selling Agent, if the property closes and these items are not paid on the HUD/CD because we were not provided a preliminary HUD/CD; you, as the selling agent and/or your company will be charged for any and all amounts not collectable by Priority Realty, LLC. This document is a contract between you, your company as their agent and Priority Realty, LLC. Priority Realty, LLC may seek legal or other action to enforce this provision if necessary. This document shall survive closing.

There will NOT be a representative of Priority Realty, LLC present at the closing. There will also NOT be a representative of the Seller to execute any documents at closing. All documents need to be prepared and forwarded to the Seller's Closing Agent as many as SEVEN (7) days prior to closing. Upon approval of the closing package, please to be sure to coordinate the date/time/location with the Seller's Closing Agent and our office.

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

Buyer's Agent Signature

Date



Robert G. Moncavage

Date

Broker/owner; Priority Realty, LLC

Property Address