

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

FOR PROPERTY ADDRESS: 4780 Halfmoon Valley Rd., Warriors Mark, PA 16877

File #HOU110652

Loan # 3671583

All terms and conditions of the Purchase and Sale Agreement/Real Estate Purchase Contract shall remain the same except as specified herein.

Seller acquired the property through foreclosure or deed in lieu of foreclosure and therefore, Seller has no knowledge of the physical characteristics of the property. The sale of the property is made on an "As Is," "Where is" and "With All Faults" basis, and Seller makes no warranty or representation expressed or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title, habitability, merchantability or fitness for a particular purpose with respect to the property or any portion thereof. It is expressly understood that the property is sold "as is," without any warranty to Purchaser, either express or implied, as to (i) the zoning of the property (ii) the condition of the property, or (iii) the property's freedom from vices or defects, or (iv) the property's fitness for any particular use or purpose.

Purchaser shall have no right against Seller for damages, rescission of the sale, or reduction of the purchase price because of the zoning of the property or the physical condition or the fitness of the property or any vice or defect therein (unless said vice or defect is actually known to the Seller at the time of this sale and has not been disclosed by Seller to the purchaser) any such right or claim being hereby expressly waived by Purchaser. Purchaser hereby agrees to the foregoing exclusions and waiver of warranties and acknowledges that Seller has brought the foregoing exclusions and waiver of warrants to the Purchaser's attention.

Seller makes no warranty to purchaser, either expressed or implied, of any nature or kind, including, without limitation, peaceable possession, not even for the return of all or part of the purchase price: provided, however, that this sale is made with subrogation of Purchaser to any rights of warranty Seller may have against preceding owners.

Buyer:

Sales Price is:

Earnest money deposit is to be –

- 1) 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 buyer(s) acknowledge that they have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."
- 2) All terms are subject to seller's corporate approval.
- 3) Buyer and Seller both recognize this addendum as part of the contract – this addendum supersedes the contract.
- 4) This contract shall not be transferred or assigned without the written consent of all parties, and any permitted assignee shall fulfill all the terms and conditions of the contract.
- 5) Title Company, closing agent and Escrow Company (as applicable) shall be seller's choice unless prohibited by state or local law. "Seller has obtained title information, a title report or a preliminary title report in order to make available at closing, title insurance for the purchaser and mortgagee. In the event purchaser obtains title information, a title report or a preliminary title report from another source, purchaser agrees at closing, to reimburse seller, or sellers outsource vendor, Fidelity National Asset Management Solutions, the actual cost incurred by seller, not to exceed \$500.00. Additionally, should purchaser's selection of another source for title insurance prevent closing on the negotiated closing date, purchaser agrees to pay seller, at closing, the sum of \$50.00 per diem.
- 6) All Buyer(s)' inspections and replies to seller are to take place within *7* calendar days of the date of full execution of the contract by both parties. All inspection costs and any and all repairs required to clear inspection conditions (including but not limited to roof, septic, well, termite, and/or survey) are to be Buyer(s)' expense unless otherwise specifically negotiated in this addendum. Buyer(s)' entire earnest money deposit shall be returned if Buyer(s) report deficiencies and intent to withdraw offer within said *7*day period
- 7) Closing costs to be paid by Buyer and Seller as is the normal and customary manner for the locale.
- 8) Seller will not provide financing. Seller agrees to accept buyer's choice of lender. Buyer to pay market-rate points, fees and loan terms at the time of funding. Loan terms shall not be a contingency of this contract. Seller will not pay any loan brokerage fees.
- 9) In the event that a state, city or county transfer tax or fee is applicable, such costs are to be paid by each party as is the normal and customary manner for the locale.
- 10) Seller agrees to pay up to a maximum of \$0 of Buyer(s)' closing costs and points. Any unused portion of these funds shall be returned to Seller.
- 11) Seller agrees to pay up to a maximum of \$0 for buyer non-allowable FHA/VA fees only. Any unused portion of these funds shall be returned to Seller.
- 12) Seller will not pay for any home warranty plan, an appraisal, a survey, an abstract, nor a radon test, a septic system inspection, or a well inspection, nor mitigate any deficiencies found on any such inspection reports secured by Buyer(s).
- 13) Any lender/contract required repairs are to be Buyer(s)' sole expense. In the event such repairs are required, buyer agrees to present a copy of the lender's appraisal condition report to seller and request seller's approval to initiate such repairs in writing prior to start. Said repairs to begin only upon receipt by Buyer of Seller's written authorization to proceed and subsequent to receipt by Seller or Seller's agent of written verification of Buyer(s)' loan commitment. All colors and styles utilized shall be neutral.
- 14) Seller agrees to pay up to a maximum of \$0* to complete the following contract repairs: . Said repairs to begin only upon receipt by Seller or Seller's agent of written verification of Buyer(s)' loan approval. All colors and styles utilized shall be neutral. Any unused portion of these funds shall be returned to Seller. **If zero "0" is entered** Buyer(s) agree and accept that subject property is being sold in its present AS-IS, WHERE-IS condition and that Seller will make no repairs or improvements to subject as a condition of this contract
- 15) Seller agrees to pay up to a maximum of \$*0* to provide a termite/pest inspection report and complete repairs and/or treatments cited thereon (In the state of California, said treatments and repairs to be completed by Seller are specified as Section One only). Said repairs/treatments to begin only upon receipt by Seller or Seller's agent of written verification of Buyer(s)' loan approval. Any unused portion of these funds shall be returned to Seller. **If zero "0" is entered** Buyer(s) agree and accept that subject property is being sold in its present AS-IS, WHERE-IS condition and that Seller will not provide a termite inspection report or make any treatments or repairs cited on any such report as a condition of this contract.
- 16) No warranties regarding the condition of the property including but not limited to any structural or mechanical components of the property are expressed or implied.

- 17) **Time is of the essence.** This transaction shall be scheduled to close on or before June 15, 2002. If settlement does not occur by scheduled settlement date, *through no fault of the Seller*, Seller reserves the right to cancel this transaction. Any request for an extension of time must be submitted to the Seller for approval in writing through escrow, or through the settlement agent.
- 18) Should seller agree to extend the contract pursuant to a request for same from buyer, and should said extension request be due to no fault of the seller, buyer agrees to pay seller a per diem fee of **\$50.00** for each day after the scheduled settlement date, through and including the date of closing as consideration for approval of said extension request.
- 19) In the event a Homeowners' Association (HOA) is applicable, Seller agrees to pay up to a maximum of \$150 for the HOA transfer of ownership fees, charges for copies of the CC&Rs, by-laws, articles of incorporation and HOA minutes.
- 20) Title to be conveyed by Special Warranty Deed, Bargain and Sale Deed, or such comparable instrument. If the Title of the property is currently held as leasehold interest, Seller will not transfer into a fee simple interest.
- 21) This contract is subject to Seller receiving PMI approval to sell property (if applicable).
- 22) Buyer shall take possession upon closing and funding-NO EXCEPTIONS.
- 23) Buyer(s) recognize and accept this Counter Offer/Addendum and the Current Condition Addendum as binding parts of the contract and agree to execute both documents. All terms and conditions of the 'contract' remain the same, except as specified in this counter offer/addendum.
- 24) Seller does not hold title to personal property, therefore, cannot convey it.
- 25) Seller does not agree to provide a Certificate of Occupancy. It is purchaser's responsibility to confirm building and safety compliance on the property during the inspection period.
- 26) Any proceeds from insurance companies for destruction or damage through no fault of the seller or the buyers shall be retained by the seller. If destruction occurs during the escrow period, the parties may re-negotiate the terms of the contract or mutually elect to void the contract with buyer's earnest money deposit to be returned.
- 27) Tax pro-rations and assessments shall be paid current through the close of escrow. Any payments not yet due will be assumed by the buyer. Tax pro-rations will be based on the last available tax bill. There will be no re-adjustments or taxes or assessments after the date of closing. This clause supersedes and over-rides any other clauses or statements in this contract that concerns taxes or assessments.
- 28) Seller agrees to maintain the subject property in substantially the same condition as it is in at the time of Buyer(s)' execution of the contract. Seller agrees to allow the buyer to conduct a final walk through inspection of the property within 48 hours of the scheduled settlement. There will be no new negotiations at the time of the final walk through inspection.
- 29) Seller declines mediation and arbitration. Liquidated damages (if applicable) are acceptable to the seller. Seller will keep the earnest money if buyer fails to perform.
- 30) Buyer(s) confirm that this contract is not contingent upon the sale and closing of any real property.
- 31) Tax prorations and assessments shall be paid current through the close of escrow. Any payment not yet due will be assumed by the buyer. Seller reserves the right to terminate this contract or re-negotiate the terms should unknown liens, violations, delinquent taxes, judgments or other matters be discovered prior to the close of escrow reduce the sellers anticipated net by 3% or more.
- 32) Any changes to this addendum which have not been previously approved by seller will be stricken and the original negotiated terms shall apply.
- 33) Property sold "as is": Buyer accepts Property in its present condition. Property being sold as is where is no concessions. The seller shall have no obligations for repairs or replacements noted in any inspection(s) made by or for the Buyer. Such repairs or replacements shall be the sole responsibility of buyers
- 34) **Seller reserves the right to start, continue or proceed with an eviction matter at any time prior to settlement of the transaction. In the event an eviction matter is pending and the buyer is the party being evicted, the eviction will not be canceled or stopped upon execution of contract.**
- 35) **Buyer is aware and accepts that occupancy is not a condition of this contract. Buyer agrees to take possession whether property is occupied or vacant at the time of closing.**
- 36) **In the event the property is leased to a Third Party or Parties, buyer understands that seller has collected no security deposits from said occupant(s) and that security deposits are not due or transferable.**
- 37) **In the event the property is still occupied at the time of settlement, rents received to date will be prorated. Unit(s) #** is(are) currently occupied, current month to month rental rate(s) for said unit(s) is(are): ****
- 38) ***BUYER IS TAKING PROPERTY AS IS WHERE IS WITH NO CONCESSIONS – BUYER AGREES TO WAIVE CITY INSPECTION & COMPLETE ANY REPAIRS AFTER CLOSE OF ESCROW. Buyer is responsible for code compliance/repairs required by the city.***

BUYER / DATE

BUYER / DATE

Seller/date

CURRENT CONDITION ADDENDUM

The following addendum shall be a part of and in addition to that certain (Agreement) by and between, _____ Seller and _____ (Buyer) dated _____ for the purchase of the property located at 4780 Halfmoon Valley Rd., Warriors Mark, PA _____ (Premises).

Buyer has made, or will make within 7 days of offer acceptance, at Buyer’s sole and absolute expense, an independent investigation, to the extent Buyer deems necessary and appropriate, concerning the physical condition, value, development, use, marketability, feasibility and suitability of the Premises. Closing Escrow constitutes Buyer’s acknowledgment that it has investigated, to the extend Buyer deems necessary and in addition to the matters set forth above and below, the soil conditions and the presence or absence of hazardous or toxic substances, and that Buyer is satisfied with and/or accepts the results of such investigation.

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

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

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

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

The foregoing conditions are acknowledged and agreed to on this _____ day of _____ 2001

Buyer date

Seller: Household

Fidelity National as REO Servicing Agent Date
For: Household

Credit Authorization

Buyer hereby gives consent to HOUSEHOLD FINANCIAL SERVICES to obtain information regarding my employment, checking and/or savings accounts and all other credit matters. A photographic or carbon copy of this authorization bearing a photographic or carbon signature of the undersigned may be deemed to be the equivalent of the original hereof and may be used as such.

Buyer: _____

Fidelity National as REO Servicing Agent Date
For: Household

ATTENTION - ATTENTION

PLEASE PROVIDE THE BUYER(S) A COPY OF THE "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME," AND HAVE THEM SIGN THE DISCLOSURE OF INFORMATION ON LEAD BASED PAINT AND LEAD BASED PAINT HAZARDS.

IF THE PROPERTY WAS BUILT AFTER 1978, THEN AS LISTING AGENT PLEASE SIGN THIS FORM AND INCLUDE IT WITH THE CONTRACT.

A CONTRACT WILL NOT BE EXECUTED WITHOUT EITHER THIS WAIVER OR THE BUYER DISCLOSURE FORM INCLUDED WITH THE CONTRACT PACKAGE.

IT IS OUR INTENT TO COMPLY WITH ALL FEDERAL AND LOCAL LAWS PERTAINING TO LEAD BASED PAINT DISCLOSURE. YOUR ASSISTANCE WITH THIS PROGRAM IS GREATLY APPRECIATED.

Lead-Based Paint Hazards: Title X, Section 10108, the Residential Lead-Based paint Hazard Reduction Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the Buyer(s), the Seller is required to provide the Buyer(s) with the EPA pamphlet entitled "*Protect Your Family From Lead In Your Home*" and a "*Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*" Form

The Seller is required under the Act to provide the Buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the Buyer(s) to expense, to conduct a risk assessment or inspection for the presence of lead-based paint hazards unless the Buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. The Act is effective September 6, 1996, for Seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a Seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

_____ Property was built after 1978 and is exempt from the above Residential Lead-Based paint and Reduction Act of 1992.

Acknowledged by

Agent Name

Date

Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

____ (A) Presence of lead-based paint and/or lead-based paint hazards (check one below)
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

 Seller is corporate entity and has no knowledge of lead-based paint and/or lead-based paint Hazards in the housing.

____ (B) Records and reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-Based paint and/or lead -based paint hazards in the housing (list documents below).

 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards In the housing.

Purchaser's Acknowledgment (initial)

____ (C) Purchaser has received copies of all information listed above.
____ (D) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
____ (E) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: **Household**

Fidelity National as REO Servicing Agent **Date**
For: Household

Agent	Date	Agent	Date
Purchaser	Date	Purchaser	Date
