



**"AS IS" Addendum "A"**

Buyer is aware that the Seller acquired the Premises, which is the subject of this transaction through foreclosure. Buyer is further aware and Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Premises in an "AS IS" condition without recourse, representations or warranties of any kind or nature, expressed or implied.

Seller has acquired no personal property through foreclosure and therefore cannot convey same to the Buyer.

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 as to the condition of the Premises and/or its improvements thereon, including but not limited to: electrical, plumbing, heating, air conditioning, sewage, or mechanical systems or equipment, structural, roof, foundation, equipment, foundation, soils, 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. Buyer hereby acknowledges that this property may be within a code compliance area and that buyer will be responsible for said compliance including all costs associated therewith. Said compliance to be addressed by buyer after closing.

Title to the property shall be conveyed by a SPECIAL WARRANTY DEED or its equivalent.

**EXPRESS WAIVER OF CLAIM TO INSURANCE PROCEEDS** During the period of time the subject property was owned by FMC damages may have occurred or been discovered that were covered by an applicable policy of insurance that was put in place and/or maintained by EMC and/or a previous owner. In such circumstance EMC may have made or may make a claim with the insurance carrier covering the incident resulting in the claim. In the event a claim is accepted by the carrier and payment is made on the claim. Purchaser hereby explicitly agrees that FMC is the sole beneficiary of such payment and that FMC may use the funds for any purpose whatsoever, whether related to the subject property or for a purpose totally unrelated to the property. Purchaser shall not make any claim for proceeds pursuant to a policy of insurance paid for by EMC. Further, in the event proceeds are provided to Purchaser in error by the insurance carrier. Purchaser explicitly agrees to remit the funds or check to FMC immediately upon receipt of said insurance funds.

Buyer's contractual contingency inspections, if any, shall be at buyer's expense and shall take place within 5 days of final execution of this contract, as evidenced by Seller's signature hereon. If written disapproval of the condition of the property is not delivered to seller's broker within 8 days of final execution of contract, buyer shall be deemed to have approved the property in its current condition, and will have waived any right to terminate the contract associated with the inspection contingency provision of the contract. If buyer's inspections require the property to be de-winterized, buyer shall give listing agent at least 48 hours notice to schedule de-winterization to coincide with inspections. Re-winterization will be performed on the same day of de-winterization, immediately after inspections are completed. Seller shall bear the cost of de-winterization, buyer shall bear the cost of re-winterization. Seller shall not de-winterize for closing unless specifically agreed to in this contract.

This is a legal instrument. If you do not understand the terms contained herein, you should consult your attorney or tax adviser before signing.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ASSET#

**WAIVER & RELEASE  
REGARDING PROPERTY CONDITION**

**All named Buyers must initial this document at the time of the CONTRACT, thereby acknowledging this form's existence and this form's requirement at CLOSING.**

**BUYER (S)' INITIALS**

**This document must accompany any contract sent to Seller for acceptance. Only at CLOSING should Buyer(s) sign and date.**

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In consideration of the purchase of the property located at \_\_\_\_\_, (the "Property") and the Seller, dated DATE, (the "Contract"), PURCHASER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION AT THE TIME OF CLOSING AND HEREBY RELEASES SELLER AND ITS AGENTS FROM LIABILITY FOR ANY KNOWN OR UNKNOWN DEFECT IN THE PROPERTY AND/OR ITS COMPONENTS AND CONTENTS now existing or which may arise in the future, or which Seller may have undertaken to repair or replace prior to date of this Release; and, Purchaser hereby waives any rights which Purchaser may now have or which may arise in the future regarding the repair or replacement of any defect in the Property or its components by Seller.

Purchaser acknowledges that the Seller has acquired the Property as a result of some type of legal collection efforts including, but not limited to, foreclosure. The Property is not new and is being sold in its present condition WITHOUT REPRESENTATION OR WARRANTY (EXPRESSED OR IMPLIED), regarding the condition of Property and that this fact may be reflected in the condition of the Property, including but not limited to, fixtures such as heating, air conditioning units, appliances and any mechanical components appurtenant to the Property.

Purchaser acknowledges that the Seller gave Purchaser the right to inspect Property and its contents and at PURCHASER'S expense, have the Property and its contents inspected by another person to determine whether any defects exist. Seller has performed all repairs and/or replacements required under the terms and conditions of the Contract and other repairs which Seller may have agreed to perform, if any, to the complete satisfaction of the Purchaser.

If Purchaser chose not to inspect the property and its contents or if the Purchaser did not cause a complete inspection of the Property to be made, or if Purchaser did not inform Seller in writing of any defects in the Property within the time limit set forth in the Contract, then Purchaser is deemed to have accepted the condition of the Property and its components and contents as satisfactory and Seller and its agents have no liability with respect to them.

**EXECUTE THIS WAIVER AND RELEASE ONLY AT CLOSING AND NOT PRIOR THERETO.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witnesses:

Purchaser(s):

\_\_\_\_\_  
(Selling Agent)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Buying Agent)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Witness)

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**THIS DOCUMENT IS A REQUIREMENT ON ALL CLOSINGS!**

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 purchaser(s) with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser(s) 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

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**UTILITY TRANSFER AGREEMENT -- ADDENDUM TO CONTRACT**

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SUBJECT (Premises):  
SELLER'S REFERENCE:  
BUYER:  
BUYER'S OFFER DATE:  
ADDENDUM DATE:

As a condition of the Purchase Agreement, Buyer(s) hereby agrees to have all utility services including water, sewer, electricity, gas and Home Owners Association dues, if applicable, transferred into Buyer's name no later than the first business day following closing. Buyer(s) also agrees to accept responsibility for payment of any utility charges accrued after the date of closing. All or some of the utility services are in the name of the Seller, Integrated Asset Services, Inc. or the Listing Broker. It is the Buyer's sole and absolute responsibility to make any arrangements necessary for the transfer of utilities into their name.

**Witnesses:**

Buyer	Date	Listing Broker	Date
Buyer	Date	Selling Broker	Date

As signed above, this Agreement must accompany the contract for acceptance and as a condition of closing.

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**At closing**, and as a condition of closing, the Buyer(s) must sign and date this Agreement acknowledging that it will be retained as a Closing Document, and shall survive closing.

**Witness:**

Buyer	Date	Closing Agent	Date
Buyer	Date		

**THIS AGREEMENT SHALL SURVIVE CLOSING**