



The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [X] Other COUNTER OFFER #1

dated _____, on property known as _____,

in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

1. CLOSING AND DEPOSIT. Closing will occur within _____ days of short sale approval. Buyer's deposit will be made to Escrow Holder within 3 days of acceptance.

2. LOAN CONTINGENCY. If Buyer is financing the purchase, buyer's appraisal & loan contingency to be removed within 21 days after short sale approval is delivered to buyer

3. ALLOCATION OF COSTS. With regard to costs allocated in Paragraph 4 of the Residential Purchase Agreement, Seller will pay natural hazard zone disclosure (NHD), Seller's share of the Escrow Holder's Fee, Owner's Title Insurance, and County Transfer Tax. Buyer will pay all else, including up to \$1000 in miscellaneous fees customarily allocated to the seller i.e. pay-off delivery and fees essential to the closing of the transaction that aren't approved by the bank.

4. Termite Repairs (WPA), Home Warranty, and Repairs of the home in general, including items mandated through buyer's lender (if any) are the responsibility of the buyer only. Property is sold as-is and seller will make no repairs.

5. BUYER'S INVESTIGATIONS AND CONTINGENCY. Buyer will remove contingencies for all items other than loan or appraisal within 17 days of acceptance of offer (prior to short sale approval) with the exception of item #6 below.

6. HOA FEES UPFRONT & CONTINGENCY. If the sale includes a property subject to an HOA, the Buyer will pay the document preparation and transfer fee in the event the Short Sale Bank does not approve to pay these fees. Buyer authorizes Escrow Holder to deduct from Buyer's deposit any upfront document preparation fees in order to provide Buyer with documents necessary for Buyer to remove Buyer's HOA Contingency. HOA docs will be ordered by escrow on the 17th day after acceptance or upon buyer's removal of Paragraph #5 contingencies, (aside from loan & appraisal contingencies, whichever occurs first). Fees paid out of Deposit are non-refundable in all events. Parties may not waive review of HOA documents.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord _____

Buyer/Tenant _____ Seller/Landlord _____

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)



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dated _____, on property known as _____

in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

7. JOINT ESCROW INSTRUCTIONS. To comply with contingency removal, Escrow Holder will facilitate preliminary title report and, when applicable, HOA documents, Escrow Instructions and other pre-closing documents will be furnished to the parties as Short Sale Approval approaches.

8. ACCEPTANCE is agreement and execution of documents between Buyer and Seller. Approval occurs when written approval from all liens holders has been delivered to all parties.

9. Escrow to be Kartikay Escrow - Karen Seeber

10. Title to be _____

11. NHD report shall be provided by Property Id

12. Termite Report Shall be provided by Bite Away Termite and paid for by Buyer out of buyers deposit in the event the bank does not approve to pay this cost - this amount is non-refundable.

13. BUYERS NAMES/VESTING: Buyers names MUST match the contract and can not change during the course of escrow.

*14. Equipment excluded from sale: (if applicable)***

*15. Purchase Price: (highest and best)**

16. POF, Documentation for trust/corp/llc, etc. to be included with response?

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Buyer/Tenant _____

Seller/Landlord _____

Buyer/Tenant _____

Seller/Landlord _____

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