SPECIAL PROVISIONS (When buying)

1. Buyer is a professional investor who intends to financially benefit from the immediate or future lease or resale of this property, therefore, the price offered herein shall NOT represent the market value.
2. Buyer makes no representation as to the actual value of the property.
3. See exhibit See exhibit “A” attached hereto and made a part thereof and recorded into the deed.

 3a. See exhibit “A” attached hereto and made a part thereof.

1. Buyer intends to profit from the resale of the property.
2. Buyer is preapproved for third party financing and funding within 48 working hours after all closing documents are signed at the title company.
3. This contract is contingent upon third party funding.
4. This contract is contingent upon inside inspection and approval by the Buyer immediately prior to closing.
5. This property is contingent upon the review and acceptance of any and all existing leases related in any way to the property.
6. This contract is contingent upon new leases, agreed to and officially signed by the existing occupants and acceptable to the Buyer. Seller grants the Buyer permission to originate said lease(s) and to contact the tenant(s) personally for lease negotiations and signatures.
7. This contract is contingent upon a Hydrostatic Pressure Test of the sewer lines on the property. Seller grants permission to the Buyer and/or a licensed plumber, serving the interests of the buyer, to perform the test.
8. Buyer shall be credited at closing for all the rent dollars collected from the property/tenant(s) after the date of \_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_ / 20\_\_\_\_ .
9. Rent deposits in the amount of $ \_\_\_\_\_\_\_\_\_\_ shall be credited to the Buyer upon Closing.
10. Buyer agrees to keep tenant(s) in the property. Seller gives permission for the Buyer to contact the current occupant(s) of the property.
11. This contract is contingent upon estoppel certificates from the tenant(s).
12. Buyer shall be granted access to the property and permitted to put a lockbox on the property containing a key for entry. Access is granted for due diligence reasons only and NOT for occupancy. This “permission to access” shall NOT be construed as “Possession.”
13. Seller agrees to remove all trash, broom sweep the inside of the improvements, and mow the yard by \_\_\_\_\_\_\_ day(s) before closing. Otherwise, the sales price will be reduced by $\_\_\_\_\_\_\_\_\_\_\_ at closing.
14. Buyer accepts the property **“AS IS – WHERE IS”** with all its defects and imperfections and without warranty or guarantee expressed or implied. Seller strongly suggests that the buyer perform all due diligence prior to closing.
15. Seller to pay all closing costs.
16. Buyer and Seller shall split all closing costs 50% - 50%
17. Buyer to pay all closing costs.
18. Seller shall NET exactly $ \_\_\_\_\_\_\_\_\_\_\_\_ at closing.
19. Buyer and Seller to split closing costs, not to include property taxes.
20. All escrow balances are to be credited to the Buyer at closing.
21. Seller must sign a lease for $\_\_\_\_\_\_\_\_ per month at closing if they intend to remain in the property after closing.
22. This contract is contingent upon the Buyer’s Private Lender being able to inspect the property.

25a. This contract is contingent upon the private lender being able
 to inspect and approve the property.

1. Buyer to be credited for the total taxes due in the year \_\_\_\_\_\_\_\_\_\_\_. The value shall be the dollar amount of the previous year’s tax assessment, or the most recent tax assessment, whichever is greater.
2. Buyer reserves the right to assign this contract, Buyer will be held harmless

 for any and all claims made against assignee.

1. Seller agrees to credit the Buyer for the cost of repair(s) as described herein; *(List the repairs and their individual values)*
2. Buyer and Seller to split all back taxes up to $\_\_\_\_\_\_\_\_\_\_\_\_\_ .

28. Seller understands that an “Avadavat of Memorandum” in reference to this contract will be filed immediately upon the execution of this contract. The avadavat will be filed at the county courthouse in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County.

29. Maker, at Maker’s option, reserves the right to substitute the collateral for the seller financed note under the following to conditions.

 **Condition #1).**

The equity in the substitute property is equal to or greater than the outstanding principal balance on the promissory note at the time of substitution.

 **Condition #2).**

The net positive cash flow on the substitute property is equal to or greater than the minimum monthly payment due to the Seller.

30. The Buyer is a private real estate investor and hereby gives notice to all that
 after placing this property under contract the intention is to sell or assign the
 equitable interest immediately for financial benefit. Buyer DOES NOT intend
 to take legal title of this property. Seller acknowledges and agrees that the
 Buyer is representing himself and/or the Buyer’s own personal business
 interests and that this transaction is in no way, shape or form associated with
 any real estate brokerage, furthermore, the price offered the Seller herein, is
 NOT representative of the true market value.

31. The Buyer is a Licensed Real Estate Broker / Agent, however, Seller
 acknowledges and agrees that the Buyer is representing himself and/or the
 Buyer’s own personal business interests and that this transaction is in no
 way, shape or form associated with any real estate brokerage. Furthermore,
 the Buyer hereby gives notice to all that after placing this property under
 contract the intention is to sell or assign the equitable interest immediately
 for financial benefit. Buyer DOES NOT intend to take legal title of this
 property. The price offered the Seller herein, is NOT representative of the
 true market value.

32. This contract is contingent upon Seller providing estoppel certificates signed
 by the tenant(s). **(See example estoppel certificate in Resources)**