## **SPECIAL PROVISIONS (When Selling)**

1. See exhibit “A” attached hereto and made a part thereof and recorded into the deed.
2. For 1st lien information, see exhibit “A” attached hereto and made a part hereof.
3. For 2nd lien information see exhibit “A” attached hereto and made a part hereof.
4. Buyer to pay all closing costs
5. Closing costs to be split 50/50
6. Seller to pay all closing costs.
7. There will be no tax prorations.
8. There will be no HOA Prorations.
9. Buyer to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_ towards closing costs.
10. All closing costs unpaid by the Buyer shall be added to the sales price.
11. Buyer’s money is first to go to down payment, then prepaids, and then to closing costs.
12. Buyer must provide one year of homeowner’s insurance prior to closing.
13. All earnest money and option money/fees are absolutely non- refundable provided seller performs within the terms of this contract.

**(Seller Financing with a Wrap-Around Mortgage)**

1. Seller makes no representation as to the actual market value of the property.
2. All earnest money and option money/fees are absolutely non-
refundable provided the Seller performs within the terms of this
contract and that the title commitment represents the title to have only the liens depicted in the wrap around mortgage documents. The Seller financed Buyer herein acknowledges and accepts that the title will represent a debt of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ made by the Seller and payable to a lender in the First lien Position which will be disclosed in the Wrap around Mortgage documents at closing.
3. Due to the risks, burdens, and extended time it takes for the Seller to realize the full cash value of the sales price, the Buyer acknowledges that the sales price of this property may be OVER THE MAI APPRAISED VALUE of property until the repairs or improvements are completed.

**(Large Non-Refundable Option)**

1. This contract is contingent upon Seller receiving clear title to the property.
2. Taxes will be the responsibility of the Buyer. If the Buyer is a church or non-profit organization, Buyer must provide proof of tax exemption within \_\_\_\_days of closing.
3. Buyer does hereby authorize the Seller, the Seller’s associate(s), and/or companies associated with the Seller and/or their Assigns the right to obtain a credit report and to investigate to the fullest all information provided by the Buyer concerning his public and personal information.
4. This contract is to be considered CANCELLED IMMEDIATELY if it is not CLOSED & FUNDED on or before midnight on the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_ (\_\_\_\_\_\_\_\_\_ time shall be the standard)
5. Seller may elect to extend the closing date to midnight on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_ provided the Seller is paid an extension fee of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_, over and above the sales price herein. Payment shall be made payable to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Payment shall only be received in the form of CASH, CASHIER CHECK OR
 MONEY ORDER. ABSOLUTELY NO CHECKS. A receipt WILL be given if the
 payment is remitted in Cash.

1. Buyer may begin doing repairs to the property prior to closing, however, Seller will not be responsible for any such costs or expenses for labor or materials incurred by the Buyer. In the event the property fails to convey for ANY REASON, all repairs will become the property of the Seller/Owner. Seller strongly suggests that the Buyer wait until after closing to begin repairs.
2. Seller has never lived in the property. Seller has had a very limited time with the property and, in fact, knows very little about the property.
3. Buyer is aware of the imperfections of the property concerning;
***(Foundation, Roof, Electrical, Plumbing, etc., etc.)***