

# PLEASE REVIEW THE FOLLOWING, IT WILL HELP YOU WITH THE OFFER PROCESS

TO: \_\_\_\_\_  
FAX #: \_\_\_\_\_ #PAGES: \_\_\_\_\_

FROM: **Bobby's Group Inc. - Re/Max Results**  
3111 E. Hwy 34, Suite C Newnan, GA 30265  
Phone: 770-252-4500 X 208 **Fax: 770-252-4900**

DATE: \_\_\_\_\_

RE PROPERTY: \_\_\_\_\_

Offer requiring financing needs a pre-qual letter stating: the loan amount. pre-qual must address that buyer has completed an application, credit has been checked, income, assets and employment has been verified, and it is only conditional on the appraisal on the property and final underwriting approval.

Cash offers require **PROOF OF FUNDS** Letter and negotiable Earnest Money. Please call our office for Earnest Money amount.

All inspections are the Buyer's responsibility and must be performed within 10 days of seller's verbal contract acceptance date

Seller's Addendum takes **priority** over Georgia contract

Foreclosure Companies does **not provide disclosure**

Earnest money check **payable to RE/MAX RESULTS**

Seller will designate the Attorney that will represent the Seller for Closing. If Buyer is choosing their own Attorney they must co-ordinate with the Seller's Attorney for all docs & closing instructions. Most title work has already been completed by Seller's Attorney.

**PLEASE NOTE: If closing does not take place by contract date, PER DIEM CHARGE OF WILL BE ENFORCED (refer to ADDENDUMS for amount)**

Please **FAX** your offer to **770-252-4900**. Hold on to the originals until all terms and conditions are agreed to between parties. When all terms are verbally accepted, we will fax you the changes that need to be made on both the Georgia contract and the Addendum. Please **DELIVER OR OVERNIGHT** the original contract, addendum and earnest money to my office within **TWO (2)** days of Seller's verbal acceptance date **(seller will sign only one set)**.

All Seller authorized repairs must be completed before the sale closes. **NO WORK WILL BE DONE AFTER CLOSING.**

**Move-in or storage of personal property is not permitted prior to closing of the sale.**

Please call if you have **ANY** questions. *Thank you* for your interest in our Bank owned properties.

The following information is needed to submit the offer to the Seller  
Selling Agent Information:

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
MLS Login ID: \_\_\_\_\_

Buyers Info: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type Buyer: Circle One    Owner    Occupant    or    Investor

Buyer Attorney: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Financing: \_\_\_\_\_  
Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Loan: Circle one    FHA    VA    Conventional    Other

From A010



25391 Commercentre Dr., Second Floor Lake Forest, CA 92630 949-598-9920 fax 949-598-9950

### ADDENDUM A

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

ADDRESS: \_\_\_\_\_

1. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.
2. Buyer(s) agrees that title will be conveyed by Special Warranty Deed.
3. Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale.
4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date on counter offer) and be approved within twenty-five (25) calendar days from the date of application, or the Contract shall become null and void at Seller's option.
5. If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing.
6. Property taxes shall be prorated to the day of closing.
7. Seller agrees to a termite report being ordered and if evidence of active termite infestation is found, Seller agrees to treat said infestation at a cost acceptable to Seller; however, Seller shall not be responsible for any structural damage and/or repairs.
8. Occupancy of the subject property shall not be permitted prior to closing.
9. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum
10. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or of the existence of any defects. Personal property is not considered part of this Contract.
11. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing.
12. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.

Buyer(s):

Seller:

\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_ date



**ADDENDUM B**

**“AS IS” PROVISION**

Addendum to Purchase Contract or Counter Offer dated \_\_\_\_\_  
for the property located at \_\_\_\_\_.

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present **“AS IS” CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE”**.

Buyer acknowledges for Buyer and Buyer’s successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer’s choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, lot size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer’s Lender are to be the sole responsibility of the Buyer.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) intended use.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Every Buyer(s) of any interest in residential 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 also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessment or inspections in the Seller’s possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT “AS IS” CONDITION BASED SOLELY ON BUYER’S OWN INSPECTION.

Buyer(s):

Seller:

\_\_\_\_\_  
date

\_\_\_\_\_  
date

\_\_\_\_\_  
date