

REO AUCTION PURCHASE AND SALE ADDENDUM

This Addendum is made a part of, and incorporated into that Purchase and Sale Agreement, Contract of Sale or other Agreement dated the _____ day of _____, 2008, (the "Contract") between _____ ("Seller"), and _____ ("Purchaser") for the property, its improvements and appurtenances located at the following address or legal description: _____ the ("Property").

The Seller agrees to sell, and the Purchaser(s) agree(s) to buy, the above-referenced property, and the parties further agree that:

IF ANY PROVISION OF THIS REO PURCHASE AND SALE ADDENDUM ("Addendum") CONFLICTS IN WHOLE OR IN PART WITH OTHER TERMS OF THE CONTRACT, THE PROVISION OF THIS ADDENDUM SHALL PREVAIL AND CONTROL.

Seller will provide a Certificate of Occupancy from the appropriate municipal authority at closing (except for lots and land). Additionally seller will install and provide the following prior to closing for new homes only:

- 1. Functioning HVAC system;
- 2. Kitchen Appliance package consisting of oven and cooktop, dishwasher and microwave;
- 3. Carpet and carpet pad;
- 4. Landscaping to meet subdivision covenants.

The above items will be of similar quality, grade and standard to any base builder package in the same subdivision.

Seller will pay for a Home Warranty from American Home Shield (Core Protection Plan) for all new homes.

OTHER THAN THE SPECIFIC ITEMS SET OUT IN THIS ADDENDUM, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN REGARD TO THE PROPERTY. THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS" WITH ALL FAULTS.

PURCHASER AGREES TO ACCEPT THE PROPERTY WITH ALL DEFECTS AND FAULTS PRESENTLY EXISTING OR ARISING IN THE FUTURE, WHETHER LATENT OR PATENT. NO WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING ANY INSPECTIONS OR REPAIRS MADE BY SELLER.

THE PURCHASER ACKNOWLEDGES THAT SELLER HEREUNDER AS A LENDER WHICH OBTAINED THE PROPERTY THROUGH FORECLOSURE OR A DEED IN LIEU OF FORECLOSURE IS NOT A BUILDER, AND HAS LITTLE, IF ANY, KNOWLEDGE OF THE PROPERTY'S CONDITION.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS EXAMINED THE PROPERTY AND RELIES SOLELY ON PURCHASER'S OWN JUDGMENT IN EXECUTING THIS AGREEMENT AND THAT PURCHASER HAS NOT RELIED ON ANY STATEMENT OR INDUCEMENT BY SELLER, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Any real estate tax or Homeowner's Association proration at closing shall constitute the final settlement between the parties for such items.

PURCHASER:

SELLER:

By: _____
Phone: _____ Fax: _____
Address: _____

By: _____
Phone: _____ Fax: _____
Address: _____
