

# UNOFFICIAL COPY



Doc#: 0735160011 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/17/2007 10:23 AM Pg: 1 of 6

ATTACHED IS A TRUE AND CORRECT COPY OF A REAL ESTATE  
LAND CONTRACT FOR THE PROPERTY COMMONLY KNOWN AS:

2851 North Normandy, Chicago, Illinois 60634

P.I.N. 13-30-226-002-0000

**Legal Description:**

THE SOUTH 38 FEET OF LOT 115 IN FIRST ADDITION TO MONT  
CLARE GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE  
NORTHEAST 1/4 (EXCEPT RAILROAD) OF SECTION 30, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

  
\_\_\_\_\_  
Manuel Barrera, Buyer

Subscribed and Sworn to before me this 27th November, 2007.

  
\_\_\_\_\_  
Notary Public



Prepared by and Return to:

Manuel Barrera

4453 N. Merrimac

Chicago, IL 60630

773-593-4699



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## MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 4.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2  
3 Buyer(s) (Please Print) MANUEL BARRERA

4  
5 Seller(s) (Please Print) OWNER OF RECORD

6  
7 If Dual Agency applies, complete Optional Paragraph 41.

8  
9 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller  
10 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage  
11 of .25 commonly known as: 2851 N. NORMANDY AVE, CHICAGO IL 60634

12 \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

13 **COOK** \_\_\_\_\_ Permanent Index Number(s) of Real Estate \_\_\_\_\_  
14 County \_\_\_\_\_ Unit # (if applicable) \_\_\_\_\_

15  
16 If Condo/Coop/Townhome Parking is Included: # of space(s) N/A; identified as Space(s) # \_\_\_\_\_;  
17 (check type)  deeded space;  limited common element;  assigned space

18  
19 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by  
20 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.  
21 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the  
22 following items of personal property by Bill of Sale at Closing: [Check or enter in applicable items]

23 <input type="checkbox"/> Refrigerator	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Fireplace Screen(s)/Door(s)	<input type="checkbox"/> Central Air Conditioning
24 <input type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> All Window Treatments & Hardware	<input type="checkbox"/> Fireplace Gas Logs	<input type="checkbox"/> Electronic or Media Air Filter
25 <input type="checkbox"/> Microwave	<input type="checkbox"/> Built-in or Attached Shelving	<input checked="" type="checkbox"/> Existing Storms & Screens	<input type="checkbox"/> Central Humidifier
26 <input type="checkbox"/> Dishwasher	<input type="checkbox"/> Smoke Detector(s)	<input type="checkbox"/> Security System(s) (owned)	<input type="checkbox"/> Sump Pump(s)
27 <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Water Softener (owned)
28 <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> TV Antenna System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Outdoor Shed
29 <input type="checkbox"/> Washer	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Electronic Garage Door Opener(s)	<input type="checkbox"/> Attached Gas Grill
30 <input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Planted Vegetation	<input type="checkbox"/> with all Transmitter(s)	<input checked="" type="checkbox"/> Light Fixtures, as they exist
31 <input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Outdoor Playsets	<input type="checkbox"/> Invisible Fence System, Collar(s) and Box	<input type="checkbox"/> Home Warranty \$ _____

32 Other items included: N/A

33 Items NOT included: N/A

34 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating  
35 condition at possession, except: N/A

36 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,  
37 regardless of age, and does not constitute a threat to health or safety.

38  
39 **4. PURCHASE PRICE:** Purchase Price of \$ 235,000.00 shall be paid as follows: Initial  
40 earnest money of \$ 5,000.00 by  check,  cash OR  note due on ACCEPTANCE, 20\_\_\_\_,  
41 to be increased to a total of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_\_\_. The earnest money and the  
42 original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the  
43 Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds,  
44 or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is  
45 guaranteed by a licensed title insurance company).

46  
47 **5. CLOSING:** Closing or escrow payout shall be on AUGUST 30, 2007, or at such time as  
48 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated  
49 geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

50  
51 **6. POSSESSION:** Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of  
52 Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys  
53 to the Real Estate to Buyer or to Listing Office.

Buyer Initial <u>MB</u>	Buyer Initial _____	Seller Initial <u>MB</u>	Seller Initial _____
Address, <u>2851 N. NORMANDY AVE, CHICAGO IL 60634</u>			

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467 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL  
 468 PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

469  
 470 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential  
 471 Real Estate Contract 1.0.

472 \_\_\_\_\_ 20 \_\_\_\_\_ DATE OF OFFER \_\_\_\_\_

473 \_\_\_\_\_ DATE OF OFFER \_\_\_\_\_  
 474 \_\_\_\_\_ (for/through Loan Servicing, LP, agent)

475 \_\_\_\_\_ BUYER SIGNATURE \_\_\_\_\_ SELLER SIGNATURE \_\_\_\_\_

476 \_\_\_\_\_ BUYER SIGNATURE \_\_\_\_\_ SELLER SIGNATURE \_\_\_\_\_

477 \_\_\_\_\_ MANUEL BARRERA \_\_\_\_\_  
 478 \_\_\_\_\_ PRINT BUYER(S) NAME(S) [Required] \_\_\_\_\_ PRINT SELLER(S) NAME(S) [Required] \_\_\_\_\_

479 \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 480 \_\_\_\_\_ ADDRESS \_\_\_\_\_

481 \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

482 \_\_\_\_\_ PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

483 \_\_\_\_\_ MULTIVIAJES GUTIERREZ 18329 \_\_\_\_\_  
 484 \_\_\_\_\_ SELLING OFFICE \_\_\_\_\_ LISTING OFFICE \_\_\_\_\_  
 485 \_\_\_\_\_ ALBERTO GOMEZ 139448 \_\_\_\_\_  
 486 \_\_\_\_\_ BUYER'S DESIGNATED AGENT \_\_\_\_\_ SELLER'S DESIGNATED AGENT \_\_\_\_\_

487 \_\_\_\_\_ 773-575-3250 773-247-5340 \_\_\_\_\_  
 488 \_\_\_\_\_ 773-575-3250 773-247-5340 \_\_\_\_\_  
 489 \_\_\_\_\_ albertogomez@comcast.net \_\_\_\_\_  
 490 \_\_\_\_\_ ROSALIND PANDO \_\_\_\_\_  
 491 \_\_\_\_\_ BUYER'S ATTORNEY \_\_\_\_\_ SELLER'S ATTORNEY \_\_\_\_\_

492 \_\_\_\_\_ 773-289-3902 773-289-3938 \_\_\_\_\_  
 493 \_\_\_\_\_ NEW CONCEPT 773-792-0781 \_\_\_\_\_  
 494 \_\_\_\_\_ MORTGAGE COMPANY \_\_\_\_\_  
 495 \_\_\_\_\_ PETER LOSACCO 773-792-0781 \_\_\_\_\_  
 496 \_\_\_\_\_ LOAN OFFICER \_\_\_\_\_  
 497 \_\_\_\_\_ 773 7929 1937 x 216 \_\_\_\_\_

498 \_\_\_\_\_ HOMEOWNER'S/CONDO ASSOCIATION (IF ANY) \_\_\_\_\_ PHONE \_\_\_\_\_  
 499 \_\_\_\_\_ MANAGEMENT CO./OTHER CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

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Buyer Initial MB Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
 Address, 2851 N. NORMANDY AVE, CHICAGO IL 60634

**ADDENDUM TO CONTRACT OF SALE (Seller Directed State)**

This addendum is to be made a part of the Contract of Sale dated 8/9/2007 between Deutsche Bank National Trust Company and MANUEL BARRERA for the property located at 2851 N. Normandy Ave, Chicago, IL 60634.

1. Purchaser(s) and Seller both recognize this addendum as part of the Contract of Sale. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendment thereto (collectively, the "contract"), the provisions of this addendum shall control and supersede the Contract of Sale.
2. This Contract is subject to acquisition of the Property by Seller.
3. This Contract is subject to approval and acceptance by Seller's mortgage insurance company and beneficiary, if any.
4. Final acceptance of the contract of sale is subject to Seller's committee approval.
5. Title to the property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor. If the title of the property is currently held as leasehold interest, Seller will not transfer into a fee simple interest. The term "Warranty Deed" or "General Warranty Deed" used in conjunction with any other description shall be construed to mean Seller's QUIT CLAIM DEED or LIMITED OR SPECIAL WARRANTY DEED. Seller shall elect the means of conveying title. **Seller shall convey REAL PROPERTY ONLY.** Seller shall convey title by means of a Bargain and Sale Deed without covenants (New York), a Special Warranty Deed (New Jersey), a Quit Claim Deed (Massachusetts), or a Grant Deed (California/Hawaii). Seller may also elect, in Seller's sole discretion, to convey title via a Special or Limited Warranty Deed, with covenants of title limited to acts of the Grantor only. In Alabama, Seller shall convey title via a Special Statutory Warranty Deed, subject to all rights of redemption of the foreclosed former mortgagor. In Louisiana, Seller shall convey title via Act of Sale (Deed) without any warranty of title and subject to full waiver of all rights of redemption. Seller WILL NEVER convey title with General Warranty Covenants.
6. ILLINOIS is a Seller Directed State. Seller is responsible for paying for the Owner's Title Insurance Policy and can choose the title company to perform title and closing services. Seller elects to use ServiceLink as its title company. Seller will pay for the Owner's policy and respective escrow/closing costs. Buyer will pay for the Lender's policy charge as required by his/her lender.
7. AssetLink L.P. (AssetLink) is the RE/Servicing Agent for the Seller. Purchaser is hereby notified that AssetLink has a business relationship with ServiceLink, L.P. (ServiceLink), a real estate settlement services provider. AssetLink and ServiceLink are under common ownership. The Seller may elect to use ServiceLink as their settlement service provider for this transaction. Due to AssetLink and ServiceLink's relationship, this referral may provide AssetLink a financial or other benefit.

**8. CORPORATE DISCLOSURES**

Seller acquired the Property either as a result of foreclosure proceeding or by acceptance of a deed in lieu of foreclosure or otherwise and that the total purchase price set forth in the Contract may reflect deferred maintenance. Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Purchaser(s) acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Purchaser(s)' representative regarding the condition of the Property, any of its appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an Inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Purchaser(s) for Purchaser(s)' information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser(s), no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Purchaser(s) acknowledges that Purchaser(s) has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser(s) will rely solely on Purchaser(s)' inspection and review to evaluate the condition of the Property.

Purchaser(s) hereby acknowledges that seller shall not be providing Purchaser(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser(s) hereby waives any requirement that Seller furnish Purchaser(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Purchaser(s) acknowledges that it is Purchaser(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Purchaser(s) may be concerned.

PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING. In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing.

Purchaser(s) understands, acknowledges, and agrees that neither seller nor any person acting as seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the property. The property is being conveyed to purchaser(s) in its "as is, where is" condition and "with all faults." It is the right and responsibility of the purchaser(s) to inspect the property and purchaser(s) must satisfy himself/herself as to the condition of the property.

Seller, Seller's agents and Purchaser(s)' agents and Purchaser(s) shall execute a Disclosure Addendum to Contract of Sale form to be provided by Seller's representative. Purchaser(s) shall also execute at closing a Waiver and Release Regarding Property Condition and Purchaser(s) hereby acknowledges receipt of a copy thereof.

Purchaser(s) initials: MBDate: 8/14/07Seller(s) initials: WDate: 8/20/07

AssetLink # 105341

Client Loan Number: 14639488

SL File Number: 1245881

Addendum Seller Directed

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4720 Independence Street, Suite 140, Wheat Ridge, CO 80033 (303) 253-3100 Fax (866) 521-4679

21. Seller does not agree to provide building permits. It is purchaser(s)' responsibility to confirm building and safety compliance on the property during the inspection period.

22. ALL INSPECTIONS and remediation from inspections (including but not limited to roof, septic, well, termite, and/or survey) are to be PURCHASER(S)' expense unless specifically negotiated under other provisions. Buyer(s) is/are responsible for inspecting the premises, including all systems and appliances, within ten (10) days of the parties' execution of the purchase and sale agreement, and providing the Seller with written notification of any defects within the same ten (10) day period. Upon receipt of notice of the results of said inspection, within the specified period, the Seller may agree to repair or replace defects, if requested by the Buyer. If the parties cannot agree upon repair or replacement, as requested by the Buyer, the agreement herein is null and void, the deposit monies paid shall be returned to the Buyer, without further recourse to either party. If the Buyer does not obtain and deliver the results of said inspection, to the Seller, within the time period required herein, the Buyer shall forfeit his/her right to void the agreement and shall not be entitled to the return of the deposits paid herein.

23. Purchaser shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.

24. If Purchaser(s) raises any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the contract shall remain in full force and Purchaser(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters then the Purchaser(s) (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Purchaser(s) sole and exclusive remedy. Alternatively, in such circumstances Seller may terminate the contract and refund Purchaser(s) deposit, such refund being Purchaser's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues. If title is deemed unmarketable, and the contract is declared null and void, the Seller WILL NOT reimburse the Buyer for the title charges, survey charges (if any), or any charges incident or related to the purchase of the premises.

The Seller DOES NOT agree to Arbitrate or Mediate any disputes or issues that arise pursuant to the contract herein.

25. Occupancy of the Property shall NOT be permitted prior to closing and funding, unless specifically agreed to by Seller in writing and only when Seller's requirements are met and Purchaser(s) signs Seller's Occupancy Agreement.

26. If the Property is located in a post foreclosure area with a redemption period, then Purchaser has been advised and understands that the Property is a foreclosed property and is in a redemption period. Purchaser(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Purchaser agrees to hold Seller harmless from all judgments, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Purchaser by reason of or arising out of the redemption or the owner taking possession of the Property.

27. If the Property is located in an area with post foreclosure ratification/confirmation/committee period, Purchaser(s) acknowledges settlement will not occur until such ratification/confirmation/committee order has been granted by the courts. In the event ratification/confirmation/committee is not granted by the courts, this contract is terminated and Seller will refund Purchaser's deposit, such refund being Purchaser's exclusive remedy for such termination.

28. Seller's insurance is not transferable and will be cancelled at the time of closing. Seller cannot endorse existing insurance policies to Purchaser(s). Any proceeds from insurance companies for destruction or damage through no fault of the Seller or the Purchaser(s) shall be retained by the Seller.

29. Seller will not provide Purchaser(s) or Purchaser(s) Lender a survey. If required by the Purchaser(s) Lender, cost of survey to be at the expense of the Purchaser(s).

30. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Purchaser(s).

31. Buyer is entitled to any and all inspections at buyer's expense. Regardless of the outcome of any such inspections, the buyer understands and hereby agrees that no request will be made of the seller for any additional concessions or repairs. The buyer fully assumes all responsibility for lender required repairs and or any repairs needed to subject. The seller shall make no concessions to this sale other than noted on this addendum. Brokers Commission: No Broker shall be entitled to the stated commission until and unless the seller receives his full purchase price and the deed is recorded. If buyer is licensed real estate agent or if agent is relative of buyer, no commission will be paid out. Commission to be paid off NET PURCHASE PRICE.

PURCHASER: MB  
Date: 8/14/07 Print Name: Manuel Barrea  
PURCHASER: \_\_\_\_\_  
Date: \_\_\_\_\_ Print Name: \_\_\_\_\_  
SELLER: Deutsche Bank National Trust Company  
Date: 8/20/07 By: [Signature]  
Purchaser(s) Initials: MB Date: 8/14/07 Assetlink, LP., As Attorney in Fact  
AssetLink # 105341 Client Loan Number: 14639488 SL File Number: 1245881  
Arbitration Seller Directed



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9. Sales Price is: \$235,000.00 with \$5,000.00 non-refundable earnest money in the form of GOOD FUNDS. Closing Agent or Title Company approved by Seller shall hold the earnest money in a non-interest bearing account, unless State regulations dictate otherwise.

9/20/07

10. This transaction shall be scheduled to close on or before 09/20/2007 for cash transactions or within 5 calendar days of final loan approval by the lender, whichever is earlier. TIME IS OF THE ESSENCE. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the contract is null and void. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the Purchaser(s) agree to pay toward Seller's carrying costs the greater of \$100.00 per day or 1/10th of 1% of the purchase price per calendar day. The total of the said sum shall be credited to Seller on the actual date of closing. If the closing is delayed beyond the original scheduled closing date, then Seller reserves the right to further extend, or cancel this contract, and consider it null and void with no further obligation.

11. This contract is a Cash Transaction: YES  or NO . If yes, for a cash transaction, verification of funds to close is to be provided with this addendum to contract of sale, and the earnest money is non-refundable. Should buyer seek financing, contract will be cancelled.

12. This contract is a Mortgage Financing Transaction YES  or NO . If yes, the buyer(s) are to apply for mortgage financing within 3 business days of the seller's execution of contract. Buyer is to furnish the seller a copy of binding written loan commitment from Buyer's lender within 21 days from seller's execution of the contract. Loan approval requirements are to be completed within 10 days for written loan commitment. Seller contributions cannot be used towards Buyer's appraisal costs.

Seller agrees to pay up to but not exceed \$\_\_\_\_\_ for fees and expenses charged to Purchaser(s) at closing by purchaser(s) lender for this transaction. In the event Purchaser(s) fees and expenses are less than the amount stated above, Purchaser will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Purchaser(s) regarding this transaction.

- Amount Seller agrees to pay shall include Lender Pre-Paid, Escrows and Interest.
- Amount Seller agrees to pay shall not include Lender Pre-Paid, Escrows and Interest.

Seller agrees to pay up to but not exceed \$\_\_\_\_\_ toward Purchaser(s) toward FHA or VA non-allowable purchaser(s) costs.\*  
 \* If left blank amount shall equal 0 (zero)  
 Seller agrees to pay up to but not to exceed \$\_\_\_\_\_ toward any contract repairs or any lender required repairs.\*  
 \* If left blank amount shall equal 0 (zero)  
 Seller will pay up to but not exceed \$\_\_\_\_\_ for any home warranty plans.\*  
 \* If left blank amount shall equal 0 (zero)

13. Seller will pay up to but not exceed \$0.00 for termite report and/or remediation. (For California Assets -- termite remediation is defined as only Section 1 repairs)

14. The subject asset may have been built prior to 1978. The Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards must be included as part of this contract. By signing this addendum and attached Lead Based Paint Disclosure the purchaser(s) acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead In Your Home."

15. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a Bill of sale for any personal property located on the premises.

16. Purchaser(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Purchaser(s) or any other persons that may arise from Inspections, repairs, replacements...Purchaser shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspection, repairs, replacements or any other work performed in or upon the premises by Purchaser or its agents, employees, contractors or assigns... In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Purchaser or any third party for any such material or work done.

17. All prorations, including but not limited to, prorations of any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. SELLER WILL ONLY PAY OR PRORATE THOSE GOVERNMENT/BETTERMENT ASSESSMENTS THAT ARE A LIEN AND DUE and PAYABLE BY SELLER, ACCORDING TO THE TAXING AUTHORITY, AT OR UPON THE DATE OF CLOSING. BUYER SHALL ASSUME ALL OTHER ASSESSMENTS. No adjustments or payments will be made by Seller post closing.

18. The Purchaser(s) shall not assign its rights under any part of the Contract without Seller's prior written consent.

19. Purchaser(s) shall install new locks on the Property immediately after closing, and purchaser(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser(s) failure to install new locks on the Property.

20. Insurance premiums shall not be prorated. Seller's insurance policies shall be cancelled at time of closing. Seller cannot endorse existing insurance policies to purchaser(s). Any proceeds from insurance companies for destruction or damage through no fault of the seller or the purchaser(s) shall be retained by the seller. If destruction occurs during the escrow period, seller may not be willing to renegotiate the terms of the contract.

Purchaser(s) initials: MB Date: 8/4/07 Seller(s) initials: W Date: 8/20/07  
 AssetLink # 105341 Client Loan Number: 14639488 SL File Number: 1245881