

"AS IS" ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT:

515 MITCHELL SEGUIN, TEXAS 78155

SELLER AND BUYER AMEND THE SALES CONTRACT / EARNEST MONEY CONTRACT AS FOLLOWS:

SELLER IS SELLING THE ABOVE MENTIONED PROPERTY TO BUYER IN AN "AS IS" CONDITION, AND THE SELLER AND BUYER UNDERSTAND AND AGREE THAT THE FOLLOWING PROVISIONS CAN BE, BUT NOT AGREED TO BE, CONTAINED IN THE DEED:

SPECIAL PROVISION: WHETHER CONTAINED IN THE DEED OR NOT, GRANTOR, OR ANY AGENT OF GRANTOR, MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OR PROFITABILITY OF THE ABOVE DESCRIBED PROPERTY, OR THE IMPROVEMENTS LOCATED THEREON, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE HAS CAREFULLY INSPECTED THE PREMISES (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," IN ITS PRESENT CONDITION AND SUBJECT TO ALL LATENT AND PATENT FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, ALL DEFECTS IN MATERIALS, WORKMANSHIP, OR DESIGN. SELLER SHALL HAVE NO OBLIGATION OF REPAIR OR REPLACEMENT OF ANY PART OR COMPONENT OF THE PROPERTY. THE ABOVE DESCRIBED PROPERTY IS BEING PURCHASED ON AN "AS IS - WHERE IS" BASIS. GRANTEE HAS HAD AMPLE TIME TO MAKE AN EXAMINATION OF THE PROPERTY AND HAS HAD REASONABLE ACCESS TO MAKE ADDITIONAL EXAMINATIONS OF THE PROPERTY TO DETERMINE THE CONDITION AND PRIOR USE THEREOF. THE PURCHASE PRICE WAS NEGOTIATED BASED UPON THE CONDITION OF THE PROPERTY AND THIS DISCLAIMER. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS HAVING MADE ANY REPRESENTATIONS OR WARRANTIES, OF ANY KIND OR NATURE ABOUT THE CONDITION OR PRIOR USE OR ANY ASPECT WHATSOEVER OF THE PROPERTY, INCLUDING ANY ENVIRONMENTAL MATTERS. GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS MADE BY GRANTOR, OR ANY AGENT OF GRANTOR, CONCERNING ANY PRIOR USE, CONDITION OR ASPECT OF THE PROPERTY, AND GRANTEE BY ACCEPTANCE OF THIS DEED, HEREBY INDEMNIFIES AND HOLDS GRANTOR, OR ANY AGENT OF GRANTOR, HARMLESS FROM ANY CLAIMS THAT MIGHT BE MADE AGAINST GRANTOR, OR ANY AGENT OF GRANTOR, CONCERNING ANY PRIOR USE OR ASPECT OF THE PROPERTY.

THIS AGREEMENT SURVIVES THE CLOSING.

Date: 11-15-23

Seller: Frank J. D'Amico

with sig of mother & two sons/poult

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Buyer: _____