

## **SELLER'S ADDENDUM TO CONTRACT**

This Addendum is made part of the Contract described below under which the undersigned Seller has agreed to sell the Property described therein. Notwithstanding anything stated in any other provision of the Contract to the contrary, the Seller and Buyer hereby acknowledge and agree to the following terms:

### **1. Title Company Preference**

Seller prefers to use Stewart Title Guaranty Company. Contact details are as follows:

- **Office:** 813.466.3854
- **Closer:** Delila Newberry, Centralized Title Services
- **Email:** essexclosings@stewart.com

### **2. Appliances and Personal Property**

The Washer, Dryer, Refrigerator, and Countertop Microwave, if present at the time of showing, inspection, and/or appraisal, are not necessarily intended to remain with the property. However, if these items remain on-site at closing, the Seller will gift them with no bill of sale, warranty, or guarantee. The Seller will not sign a Non-Realty Addendum.

### **3. FHA 90-Day Rule Disclosure**

A prior sale/transfer occurred which may trigger the FHA 90-day rule and potentially affect a buyer's ability to obtain a FHA loan (the "FHA Issue"). The following title company has experience working with lenders to address the FHA Issue: Stewart Title Company ("Stewart"). Please note (i) Essex Title LLC, an affiliate of the Seller, provides services to Stewart and will earn a fee if buyer selects Stewart as the title company for the purchase and sale of the property, and (ii) there is no guarantee Stewart will be able to resolve the FHA Issue, and (iii) the extension of a FHA loan remains subject to the discretion of the lender. For the avoidance of doubt, the selection of title company is at the buyer's discretion and buyer is free to use any title company they choose

### **4. Potential Closing Extension Due to Securitization Release**

The Seller may need to release the subject property from a securitization pool, which could extend the closing date at no additional cost to the Buyer. If this occurs, the Buyer agrees to sign all necessary extension documents required by the Escrow Company or other parties and to cooperate with such extensions. The closing date should be **60 days from contract execution**.

**5. AS-IS, WHERE-IS Sale**

Notwithstanding anything set forth herein to the contrary, the Buyer acknowledges and agrees that the Property is being sold **AS-IS, WHERE-IS** .

- The Seller makes no warranties or representations of any kind, express or implied, regarding the Property.
- This includes, but is not limited to, matters of title (other than the Seller's warranty of title in the Limited Warranty Deed to be delivered at closing), zoning, tax consequences, physical or environmental conditions, availability or access, ingress or egress, property value, operating history, governmental approvals, governmental regulations, or any other matter affecting the Property.

**6. Buyer's Responsibility to Verify Information**

The Buyer shall verify all information related to the Property and its condition independently.

By signing below, the Buyer and Seller acknowledge and agree to the terms outlined in this Addendum.

**Seller:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Date:** \_\_\_\_\_