

Agents Please read before deciding to make an offer on subject property.

This asset is owned under a Reverse Mortgage and has special conditions to sell it. Please read them before making an offer:

- 1) The offer must be for list price or higher (offers less than full price will be rejected or countered at list price) That being said I will get reductions throughout the listing period and submitting offers that are lower help me justify these. Making an offer is simple and is done through my website at www.422REO.com.. You only need to upload the terms, an AOS and proof of funds or financing.
- 2) No seller assistance is allowed
- 3) Transfer tax 2 % by buyer
- 4) The seller under no circumstances will make any repair nor is buyer allowed to make any as well prior to closing.
- 5) If there is an Utility that is not on the seller will not turn that on and if need for financing that will be on the buyer for inspection and appraisal purposes
- 6) Please use 30 days minimum to close even if buyer wants to close sooner. They will close as fast humanly possible.
- 7) The escrow money is to be certified and payable to : Udren Law Offices Or Linear Title per instructions and the minimum deposit for Investor/Cash is \$2500 or 10% of asking price the greater of the 2 whichever is greater OR Owner occupants 3% or Minimum \$1500 whichever is greater (**this is not a request BUT Mandatory**)
- 8) If you the buyer agent are charging the buyer a fee it may not be placed on the HUD for buyer to pay. If you do the seller will call for it to be removed and must be PAID POC.
- 9) Please use the current PAR agreement of sale for writing the contract.
- 10) For cash closing use 30 days and financed use 60 days
- 11) Please make sure to load the offer at: WWW.422REO.com
- 12) Seller: Use Owner of Record on contract to get started
- 13) Property being sold in "AS-IS" Condition and is subject to HUD

Guidelines 24 CFR 206.125 is as follows:

- The subject property CANNOT be sold for less than the current appraised value as established by an FHA Roster Appraiser (list price), without HUD's express authorization. Offers not submitted at list will be countered regardless of any terms, conditions or circumstances.

- **Property is sold "AS-IS AT TIME OF SALE".** In many of these properties, they will not be completely cleaned out and they will not be maintained during the escrow process. Buyer accepts condition at the time of closing.
- There can be **no repairs and no termite completed on property.** This includes repairs or termite completed by the buyer. If buyer is found to have completed any repairs or termite during contract period without written authorization from seller, contract will be terminated immediately and buyer will not receive any reimbursement. If repairs will be required for buyer's financing, do not offer as they will not be completed.
- Per HUD guidelines, **utilities will NOT be turned on at any time at sellers expense.** Buyers AGENT may turn on utilities and Buyer will be responsible for any and all costs incurred turning on the utilities. Utilities can ONLY be turned on during 10 day inspection period and utilities MUST be turned off upon completion of inspections or 10 day period.
- Homepath Financing is not available.
- **Seller does not provide HOA documents.** Buyer will be responsible for incurring the cost of all governing documents.
- **Seller does not allow buyer to pay a transaction coordinator fee, selling agent commission or any other transaction related expenses to the selling (buyer's) agent.** If fees are on the HUD, the HUD will be rejected by HUD and property cannot close escrow.
- Other costs not allowed by HUD at closing include, repair reimbursements or allowances, county and or city transfer taxes, home warranty fees, discount points or closing cost credits, wire fees, "miscellaneous" fees, courier fees.
- Fannie Mae does not allow for a 1031 exchange.
- If a corporation/LLC/LP is purchasing the property, the Articles of Incorporation/Organization will be required as well as Specific Signing Authority.
- Mediation and Arbitration will be removed from the contract.
- Seller requires 30 days for a cash transaction and 60 for a financed transaction. This gives time to ensure a clear title at closing. Property may be able to close sooner and extensions to this timeframe may be required.
- **Electronic signatures are not accepted.**
- **Under no circumstances is the buyer allowed to move into the property prior to the close of escrow.**

Fees that buyer need to be aware of :

***UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD SUITE
200CHERRY HILL, NEW JERSEY 08003 856-669-5400***

This office will represent Federal National Mortgage Association in the proposed settlement. Please see the below closing costs and general closing requirements that may be anticipated for all transactions wherein RMS Asset Management Solutions, LLC is executing an Agreement of Sale and Real Estate Purchase Addendum as Attorney in Fact for Fannie Mae.

Buyer Settlement Charges (sections 10 (e) and 10 (f) of the REPA):

\$275.00 to Udren Law Offices, P.C. for Transaction Fee charges MUST be itemized on the HUD as follows:

\$275.00 Transaction Fee – **Buyer Charge**

Wire Fee – Proceeds wire to Seller- **Buyer charge.**

*****BUYER IS RESPONSIBLE FOR ANY FEES CHARGES ASSOCIATED WITH THE TRANSACTION INCLUDING BUT NOT LIMITED TO: TRANSFER TAX, CLOSING, SETTLEMENT FEES PER STATE FILED TITLE RATES, WIRING THE PROCEEDS, DISBURSEMENT OF FUNDS AND ANY COSTS ASSOCIATED WITH OBTAINING THE TAX CERTIFICATIONS******

Non Allowable Settlement/Closing Fees & Costs outlined by Seller. The following fee descriptions may not be included on the HUD/ Settlement Statement and will be the responsibility of the BUYER:

1. Repair reimbursements or allowances (unless approved by client)
2. No Deed Preparation or Document Preparation fees
3. Home Warranty fees
4. Tax service fees
5. Discount points or loan fees for non FHA-financing
6. Wire transfer fees
7. Courier or messenger fees
8. No Closing Protection Letter Fees
9. No item may be included that is identified by the term “miscellaneous” or “other”
10. No title update fees
11. No title binder fees
12. No delinquent or defaulted taxes can be paid on the HUD-1 / Settlement Statement.

Sincerely,

***UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD SUITE
200CHERRY HILL, NEW JERSEY 08003 856-669-5400***