



Fax Cover Sheet & Offer Submittal Checklist

Date Faxed: _____

To: Ann Hubener/Katy Hubener
Fax to: 972-296-9492
Phone: 972-296-9400

Agent From: _____
Company: _____
Best contact number: _____
Office Phone Number: _____
Best Fax Number: _____
Email Address: _____

To ensure your offer is processed in a timely manner, be sure your offer includes the following....

- Written offer signed by all buyers/Use TREC Forms
- Buyer/Lender Information
- Letter from Lender
- Receiver Addendum
- Copy of earnest money checks (1% of purchase price or \$1,000.00 whichever is greater)

Page 1 of _____

Buyer/Lender Information

Buyer(s): _____

Property Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

As buyer(s), I/We authorize the following lender to provide loan status details and progress updates to the seller and listing agent as needed.

Buyer's Signature: _____

Buyer's Signature: _____

Mortgage Company: _____

Loan officer/ contact: _____

Phone: _____

Fax: _____

Email: _____

NOTICE TO BUYER

Seller requires docs be delivered to title company 48 hours in advance of closing date stated in contract. Lender and buyer acknowledge there is an extension fee of \$350.00 AND a per diem fee of \$100.00 per day if property does not close on closing date. Said fees will be credited toward down payment and closing costs should transaction close. If fees are not received by Seller when due, the contract is null and void and the Buyer releases all earnest monies to the Seller.

Letter from Lender

LOAN OFFICER MUST COMPLETE THIS FORM IN ORDER FOR THE BUYER(S) OFFER TO BE ACCEPTED BY THE SELLER.

RE: _____
(Buyer(s) name(s))

NOTICE TO LENDER

- Seller requires docs be delivered to title company 48 hours in advance of closing date stated in contract. Lender and buyer acknowledge there is an extension fee of \$350.00 AND a per diem fee of \$100.00 per day if property does not close on closing date. Said fees will be credited toward down payment and closing costs should transaction close. If fees are not received by Seller when due, the contract is null and void and the Buyer releases all earnest monies to the Seller.
- Seller requires lender to provide regular loan status updates to listing agent.

As of the date of this letter, I _____ have personally reviewed the following information regarding the above buyer(s) and find acceptable”

Credit report from all three (3) repositories, Bank statements with sufficient funds to close the loan, Most recent pay stubs and W-2 forms, Income tax returns (if applicable), Monthly income and debt ratios are within guidelines for the loan terms referenced below.

Maximum Sales Price: _____ Loan Type: _____

Years: _____ Interest rate: _____ Down Payment: _____

Maximum closing costs buyer(s) can receive **3% OR 6%** (please circle one)

The purchase **is OR is not** contingent on the sale of other property (please circle one).

Mortgage Company: _____

Address: _____

Telephone: _____ Fax: _____

Email address of loan officer: _____

(Broker name as appears on license) (License #) (Expiration date)

(Loan officer name as appears on license) (License #) (Expiration date)

Loan officer cell phone, pager _____

Loan officer signature: _____ Date: _____

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Receiver Addendum

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 supercedes the Contract of Sale.

Seller selects the Title Company. This is a receiver case.

A minimum earnest money check of \$1,000.00 and/or 1% of the purchase price whichever is greater is required.

Prequalification: Buyers must be pre-qualified. A letter from lender (see attached) must be submitted at the time of offer. Cash offers require Proof of Funds.

Buyer's Initials

_____/_____ 1. Buyer(s) acknowledge that the information contained in the Multiple Listing Service is deemed reliable but is not guaranteed by the Listing Broker. Buyer(s) are encouraged to verify all information contained in the listing including but not limited to room sizes, lot sizes, age, square footage, utilities, appliances, schools, etc. before closing. Room sizes may have been rounded.

_____/_____ 2. Buyer(s) are hereby notified that the subject property maybe keyed to a master key system and that other agents, brokers and/or contractors may have keys to the property. Buyer(s) are hereby advised to have all the locks changed to the property immediately after closing and funding.

_____/_____ 3. Buyer(s) acknowledge that the subject property is being sold under court order. Likewise, buyer(s) acknowledge that the home may also require short sell authorization from a bank. This process could take up 45 days. Buyer(s) and their lenders will cooperate should they be called upon to provide additional information to the existing lender.

_____/_____ 4. Buyer(s) are hereby strongly advised to have the property thoroughly inspected by licensed inspectors of the buyers' own choosing. These inspections should include but are not limited to mechanical inspections, foundation inspections, termite and pest inspections, roof inspections, plumbing inspections, electrical inspections, lead-based paint inspections, radon inspections, mold inspection, asbestos and all other environmental inspections. Buyer is welcome to turn on utilities (if they are not turned on). They must have them turned off within three (3) days after all inspections are completed.

_____/_____ 5. Buyer(s) do not have assignment rights under this contract without Seller's prior written consent.

_____/_____ 6. If buyer(s) is(are) a licensed real estate agent or related to a real estate agent, partner or family member, a selling commission will not be paid.

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_____/____ 7. Purchaser(s) agrees to indemnify Seller and Seller's representatives, Receiver, Realtors and fully protect, defend and hold Seller and Seller's representatives, Receiver, Realtors 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, Realtors, receivers and employees harmless from any and all claims, costs, liens 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 completed.

_____/____ 8. Household items and other objects found on the property is considered abandoned by the Receiver, Realtor, seller, or seller's representatives following closing and funding. Receiver, seller, Realtor, or seller's representatives have no knowledge of the property or household items remaining. Purchaser agrees to hold harmless Receiver, seller, Realtor, or seller's representatives any dispute that arises from items and other objects abandoned on the property.

_____/____ 9. No adjustments or payments on any prorated items will be made by seller post closing.

_____/____ 10. Occupancy of the property is not permitted prior to closing and funding.

_____/____ 11. Buyer(s) acknowledge seller charges an extension fee of \$350.00 and a per diem fee of \$100.00 per day if property does not close on closing date. Said fees will be credited toward down payment and closing costs should transaction close. If extension fee is not paid when due, contract is null and void and Buyer(s) forfeits the earnest money.

_____/____ 12. This property will remain *Active* on the market until the contract and addendums are received and accepted by the court. If the home is a short sell, the contract will have to be approved by the lender.

Buyer's Signature: _____

Date: _____

Buyer's Signature: _____

Date: _____

Mold Addendum

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons.

Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate this Agreement. In the event the Seller decides to sell the Property to the Purchaser and the Purchaser agrees to purchase the Property, the Purchaser agrees to execute a general release at closing, in a form acceptable to Seller, releasing the Seller from any liability related to the environmental hazard or conditions of the Property. In the event the Purchaser elects not to execute the disclosure and release, at the Seller's discretion, this Agreement is automatically terminated.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate this Agreement or delay the date of closing or the Purchaser may terminate this Agreement.

In the event this Agreement is terminated by either Purchaser or Seller pursuant to this Section 6 of this Addendum, any earnest money deposit will be returned to the Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section 6 of this Addendum.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's

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successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

The Seller is exempt from filing a disclosure statement as the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. For Alaska transactions, the Seller and the Purchaser have previously executed a waiver of the disclosure provisions of Alaska statutes.

Repairs: All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation.

Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Purchaser or its representatives makes repairs and/or treatments to the Property prior to closing, the Purchaser hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments.

The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Purchaser has inspected or has been given the opportunity to inspect repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date.

The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property.

Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/ or treatments or copies of such receipts or statements nor any other documentation regarding any repairs and treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.**

Buyer's Signature: _____

Date: _____

Buyer's Signature: _____

Date: _____

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