



SELLSTATE
GULF COAST REALTY
Short Sale Department



CERTIFIED DISTRESSED
PROPERTY EXPERT®



Dear Homeowner,

Thank you for allowing us to assist you with your real estate needs. This package includes the information that we need to get started with your file. In order to process the short sale on your property, we have to submit the required documents to your lending institution.

The following page lists each item that is needed. The hardship letter should be a condensed, factual statement as to why you are delinquent on your mortgage, or, why you should be considered for a short sale. The bank statements should include all pages and they, as well as the paycheck stubs should be updated monthly by fax to 850-472-2525

Attn: Short Sale Department; by email - scan and email to Bob@PensacolaToPanamaCityRealEstate.com

Items can also be sent via regular mail to:

Sellstate Gulf Coast Realty
Attn: Short Sale Department
5705 N Davis Hwy
Pensacola, FL 32503

During the process of the short sale you may not hear from us for weeks, but, we will contact you from time to time if the lender requests any additional items other than the updated bank statement and paycheck stubs. You are always welcome to drop us an email for an update.

Our goal is to sell your property for as much as possible within the time limits we have. If you receive any communication regarding the property please contact us. There are certain things that must be done and time is of the essence.

Again, if you have any questions you may contact the short sale department.

Best Regards,

Bob Hanley, Realtor
850-698-1664 Direct / 850-472-2500 Office
Bob@PensacolaToPanamaCityRealEstate.com

Required Document Checklist

FULL FINANCIAL PACKAGE

- Do You Have The 2 Most Current Bank Statements (within 90 days)
- Do You Have The 4 Most Current Paycheck Stubs (within 90 days) (60 days worth)
- If Self Employed Need A Profit And Loss Statement For Current Year
- Do You Have The 2 Most Current Years Of Tax Returns
- Do You Have A Completed 4506t Form
- Is 4506t Completed On 2012 Form Provided By Neg.
- Are Lines 1-4 Completed
- Does The Address Match 2009 & 2010 Taxes
- Did All Sellers Sign And Date Form (Where Indicated)
- Do You Have Completed 1126 Form
- Is The Borrower/ Co-Borrower Information Completed
- Did Borrower/ Co- Borrower Sign And Date Bottom Of Page 2 Of Form
- Do you have signed and dated Hardship Letter
- Is the letter less than 180 days old

FULLY EXECUTED SALES CONTRACT

- Does Your Property Address That Matches Equator
- All Buyers/Sellers Names That Match Equator
- Is Closing Date Extended 30 - 45 Days After Lender Approval (If Not - Addendum Is Needed)
- All Parties Have Executed Contract (Sign And Date)

FHLMC SHORT SALE ADDENDUM

- Have All Parties Been Listed In The Top Section Of Page 1 (Seller, Buyer, Agents)
- All Seller's
- All Buyer's
- Seller's Agent
- Buyer's Agent
- Is The Effective Date Completed
- Is The Contract Date Completed
- Have All Parties Signed And Had Their Signatures Notarized (Signatures Must Match Listed Names At Top Of Page)

- All Seller's
- Seller's Agent
- All Buyer's
- Buyer's Agent

***** IF ANY OF THE ABOVE CANNOT BE PROVIDED BY THE HOMEOWNER, A SEPARATE LETTER OF EXPLANATION MUST BE PROVIDED OUTLINING THE REASON. *****

Short Sale Third-Party Authorization Form

BORROWER(S) ACKNOWLEDGMENT

Loan Number: _____

Borrower: _____

Co-Borrower: _____

Property Address: _____

Address

City

State

ZIP

The undersigned Borrower and Co-Borrower (if any) (individually and collectively, the "Borrower," "Me" or "My"), authorize(s) Bank of America, N.A., its affiliates, agents and employees (collectively, "BANA") to discuss with the third party(ies) described on the next page (the "Designated Representative(s)") on My behalf the sale of the property at the above-listed Property Address (the "Property"), which is secured by a loan owned or serviced by BANA ("Mortgage"), for an amount less than the outstanding principal balance of the Mortgage (such transaction, a "Short Sale"):

Designated Representative: _____

Designated Representative: _____

Designated Representative: _____

Designated Representative: _____

My Designated Representative and BANA are hereby authorized to share with each other any and all information reasonably requested or otherwise required to be exchanged in connection the consummation of the Short Sale, including without limitation names, addresses, telephone numbers, Social Security numbers, income, credit scores, status of any current or previous workout review, account, balances, program eligibility, payment activity and any other confidential (including nonpublic personal information) information related to Me, the Mortgage or the Property.

I further agree and acknowledge as follows:

- I have selected the Designated Representative.
- I acknowledge that BANA is not responsible for any act or omission of the Designated Representative, including anything the Designated Representative may do with information it is provided hereunder, or for any failure of the Designated Representative to competently perform its services.
- I agree that the Designated Representative can authorize a delegate to provide administrative support ("Designated Support Staff") to facilitate procedural or other clerical and administrative functions that are nonlicensable activities on behalf of the Designated Representative. The Designated Support Staff is identified on the Designated Representative Acknowledgment.

This Third-Party Authorization will be effective until the completion of the Short Sale(s) unless terminated by Me (us) in writing.

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.

Borrower's Signature

Date

Co-Borrower's Signature

Date

Short Sale Third-Party Authorization Form

DESIGNATED REPRESENTATIVE ACKNOWLEDGMENT

Each undersigned Designated Representative(s) represents and agrees that, he/she (i) is a licensed real estate agent, real estate broker or attorney ("Licensee") in good standing in the state in which the Property is located and that Licensee has all licenses, permits or authorizations required by state or federal law to perform the duties undertaken by it in connection with the Short Sale, (ii) shall not knowingly misrepresent or omit to state any material fact in order to induce the Borrower(s), BANA, the lender, the investor or the insurer to agree to the terms of a Short Sale that the Borrower(s), BANA, the lender, the investor or the insurer would not have agreed to had all material facts been known, (iii) is in compliance with all applicable state and federal laws, rules and regulations governing the services provided, including without limitation those related to providing required disclosures to the Borrower(s), and shall be responsible and liable for all of the acts and omissions of its Designated Support Staff authorized to work on his/her behalf.

The Designated Representative(s) and Support Staff involved in a short sale for the following property must complete, sign and date below.

Address _____ City _____ State _____ ZIP _____

Designated Representative (Print Name): Bob Hanley

Company Name: Sellstate Gulf Coast Realty State Licensing Entity: Florida DBPR

State Licensing/Registration No.: SL3036941 Type of License: Sales Associate

Designated Representative Signature _____ Date _____

Designated Representative (Print Name): Kristen Warren

Company Name: Sellstate Gulf Coast Realty State Licensing Entity: Florida DBPR

State Licensing/Registration No.: SL3145690 Type of License: Sales Associate

Designated Representative Signature _____ Date _____

The following Support Staff do(es) not hold a Real Estate Agent/Broker's License or an Attorney's License but is/are assisting the above identified licensee(s) with administrative functions:

Designated Support Staff (Print Name) Cindy Hanley Florida DBPR BK3040474 Broker Sales

Company Name: Sellstate Gulf Coast Realty Assistant For: Bob Hanley

Support Staff Signature _____ Date _____

Designated Support Staff (Print Name) _____

Company Name: _____ Assistant For: _____

Support Staff Signature _____ Date _____

Short Sale Purchase Contract Addendum

Dated: _____

Bank of America 1st Loan No.: _____

Bank of America 2nd Loan No.: _____

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

This Addendum to Purchase Contract is entered into and is effective as of ___/___/___ by and between Seller(s) and Buyer(s) (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract dated ___/___/___ by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers and Buyers hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the broker and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's-Length" Transaction. "Arm's length" means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, business associate or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers nor the Sellers nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property and/or has a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within _____ days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within _____ days after closing subject to terms as shown on the Purchase Contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment/Assignee and/or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing.

Short Sale Purchase Contract Addendum

9. The Parties acknowledge and agree that, upon Bank of America's request, the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to the Buyer(s)' and Seller(s)' HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce the Bank of America, Investor or a Mortgage Insurer to agree to the terms of a short payoff that would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum together, with the Sales Contract, shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts or other matters, whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alternations, modifications or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor and/or mortgage holder hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below:

Seller: _____ Sign name	Buyer: _____ Sign name
Seller: _____ Sign name	Buyer: _____ Sign name
Seller: _____ Sign name	Buyer: _____ Sign name
Seller: _____ Sign name	Buyer: _____ Sign name

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. _____

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

		Phone number of taxpayer on line 1a or 2a
▶ Signature (see instructions)	Date	
▶ Title (if line 1a above is a corporation, partnership, estate, or trust)		
▶ Spouse's signature	Date	

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64108
	512-460-2272
	559-456-5876
	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	801-620-6922
	859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act

Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.;** **Preparing the form, 12 min.;** and **Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:T:SP
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.



SELLSTATE
GULF COAST REALTY
Short Sale Department



SELLER INFORMATION CHECKLIST

NAME _____

PROPERTY ADDRESS _____

EMAIL _____

CELL/HOME/WORK _____

CURRENT ADDRESS _____

PHONE #(s) ON FILE WITH LENDER _____

LOAN TYPE: CONV FHA VA OTHER: _____

1ST LENDER _____ LOAN# _____

2ND LENDER _____ LOAN# _____

3RD LENDER _____ LOAN# _____

Homeowner's Association? ___ Mandatory ___ HOA Fees ___ Paid Monthly/Yearly

Management Company Contact _____

Fees Cover: _____

DATE SERVED _____ DATE ANSWERED _____

FINAL JUDGMENT HEARING _____ COURT SALE DATE _____

LISTING AGENT _____ COMPANY _____

AGENT PHONE _____ FAX _____

AGENT EMAIL _____



SELLSTATE
GULF COAST REALTY
Short Sale Department



Authorization to Release Information

This release will be used for the purpose of facilitating and expediting the transaction contemplated by the listing agreement between the undersigned and Sellstate Gulf Coast Realty. It will be used to obtain personal and financial information of the undersigned. The authorized parties listed below shall not be liable and shall be held harmless from and for any claims of loss or damage caused in connection with the use of this authorization.

I hereby authorize Bob Hanley, Cindy Hanley, Jim Harrington and Kristen Warren with Sellstate Gulf Coast Realty, Edie Garcia with First American Title, Scott Bridgford and Kerry Anne Schultz-Spitzer with Fountain, Schultz & Associates, Jennifer Cumbie with Locklin, Jones and Saba, P.A., Charles Liberis and Vicky Hinricks with Liberis Law Firm, Faith H. Woods with Quintairos, Prieto, Wood & Boyer, P.A. and/or any designated agent, assistant, title company or its agents to verify any and all information pertaining to the mortgage or property detailed below and any additional financial information pertaining to this property including homeowner's association, taxes, liens, any and all information including payoffs, principal or escrow/impound balances, foreclosure dates and any other pre-foreclosure information that they may require about my loan and any other encumbrances. This notice will also serve to freeze the balance of any line of credit or home equity line at its current balance with no further access to this line.

I/We, _____ hereby release Sellstate Gulf Coast Realty, its affiliates, agents, owners and directors from any claim that might arise in connection with this authorization. This authorization shall remain in effect until revoked in writing and a copy of such revocation is provided to all parties listed above. I understand that a photo copy or fax of this form will also serve as authorization.

PROPERTY
Property Address _____

1st MORTGAGE

Mortgage Company _____ **Account Number** _____

2nd MORTGAGE

Mortgage Company _____ **Account Number** _____

ASSOCIATION (If any)

Management Company _____ **Account Number** _____

Authorized By

Borrower Signature _____ **Date** _____ **Co-Borrower Signature** _____ **Date** _____

Borrower Printed Name _____ **Date of birth** _____ **Co-Borrower Printed Name** _____ **Date of birth** _____
Social Security Number _____ **Social Security Number** _____

AGENT INFO

Agent Name _____ **Agent Signature** _____ **Agent Phone** _____

Agent Email _____



SELLSTATE
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Short Sale Department



**CERTIFIED DISTRESSED
 PROPERTY EXPERT®**



Hold Harmless Agreement

 Brokerage

 Listing Agent

The undersigned parties (sellers) agree to seek independent Counsel pertaining to the sale of their home, land, real property in the matters of state and federal taxes and legal implications. The undersigned sellers shall contact the appropriate real estate attorney or certified public accountant to obtain qualified counsel relating to implications of and questions about selling the below mentioned real property.

 Property Address

The undersigned further agree that there have been no guarantees or promises of sale made to them by the listing agent or brokerage named above. It has been explained to them, and they agree to as much below, that in a changing real estate market Brokers and agents can make no warranties implied or otherwise as to time to sale, sale price or probability of sale of any property. Any information that the listing agent has presented to the seller is to assist the seller in making an educated decision in the sale of their home but in no way should preclude the seller from seeking professional legal as well as tax advice. It is expressly suggested that seller do both.

IN SIGNING THIS RELEASE, I/WE ACKNOWLEDGE AND REPRESENT THAT I/WE have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and sign if voluntarily as my (our) own free act and deed; no oral representations have been made; I/We execute the Release for full, adequate and complete consideration fully intending to be bound by same.

 Seller's Printed Name

 Date

 Seller's Printed Name

 Date

 Seller's Signature

 Seller's Signature



SELLSTATE
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Short Sale Department



Short Sale Addendum

Brokerage _____ Listing Agent _____

Property Address _____

Seller _____ Buyer _____

This disclosure will serve as an independent agreement and relates to contract executed by the buyer and seller named above. It is expressly understood by all parties that the seller owes more than the amount of the contract and is unable to bring cash to closing, therefore the sale will require the approval of the lender. This document supersedes any other signed addendums or disclosures.

1. All offers are to be submitted on the **FloridaRealtors/FloridaBar-ASIS** contract and should represent buyer's **"Highest & Best"**. Offer deemed as most beneficial to owner will be signed by owner and submitted to lender.
2. After the lender receives the short sale packet, the lender may require at least **30-45 business days** and sometimes **4-5 months** to approve the short sale. After approval, the sale must close within lender approved time frame, typically **30 but sometimes as little as 20 calendar days**. In the event the lender denies the short sale this offer shall be null and void. Buyer has 48 hours response time from any bank counter or property will placed active in MLS.
3. The owner will not contribute toward any closing costs or repairs.
4. All expenses related to buyer's loan, closing and inspections are the responsibility of the buyer, this includes turning on utilities for inspections. Any seller concessions are limited to 3% of the purchase price.
5. The selling lender normally pays for Deed Doc, Owner's Title, Appropriate Pro-Rations and Sales Commissions. Selling lender may/may not pay past due HOA fees.
6. Pre-approval letter or proof of funds must be submitted with all offers.
7. This addendum supersedes the As-Is purchase agreement and any addendums attached to the contract.

By signing this disclosure you acknowledge that you have read and understand these guidelines concerning the short sale process.

 Buyer Signature _____ Date _____ Seller Signature _____ Date _____

 Buyer Signature _____ Date _____ Seller Signature _____ Date _____

 Buyer's Agent Signature _____ Date _____ Listing Agent Signature _____ Date _____



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Short Sale Department



Authorization to Perform Interior/Exterior BPO

Borrower Name: _____

Property Address: _____

I authorize my mortgage holder(s)

1) _____ Loan# _____

2) _____ Loan# _____

to perform an interior/exterior BPO/appraisal on the above referenced property.

 Seller Signature

 Date

 Seller Signature

 Date

Contact info for interior BPO:

Listing Agent: _____

Phone: _____ Fax: _____

Email: _____



SELLSTATE
GULF COAST REALTY
Short Sale Department



Authorization to Advertise

Name: _____

Property Address: _____

I authorize Sellstate Gulf Coast Realty, brokers Jim Harrington and Brandon Vinyard, it's associates and agents, to advertise on my behalf using the terms: Foreclosure, Pre-Foreclosure, Court Approval Required, Short Sale, Bank Approval Required, Bring All Offers or any other terms they see fit to create urgency in procuring an offer on my property. I authorize Sellstatate Gulf Coast Realty to take periodic price reductions/adjustments as deemed necessary to market my property.

 Seller Signature

 Date

 Seller Signature

 Date



Sample Hardship Letter

CERTIFIED DISTRESSED
PROPERTY EXPERT®

Date:
Lender:
Attn: Loss Mitigation

RE: HARDSHIP LETTER—(PROPERTY ADDRESS)
ACCOUNT NUMBER

To Whom It May Concern:

I purchased my home in 2005 and we had the income at the time to support the mortgage.

In early 2006, my mother was diagnosed with Alzheimer's Disease and needed to be put in a nursing home, which was very expensive. She later passed away in November 2006. At this time, my husband lost his job and has since taken a significance cut in pay. We love our home and do not want to lose it but we have come to terms with the fact that we cannot afford to keep it.

This left me with the financial burden of paying the mortgage. I make \$35,000 annually and I have exhausted all of my savings, IRA's and my children's college funds. I used to keep the mortgage payments current until May 2007.

In May 2009, I was no longer able to make payments and inquired about partial payments, payment plans, and refinance; I was denied on all accounts. In July 2009, I put the house up for sale with (Your Agent's Name and Brokerage Firm) who specializes in pre-foreclosure properties and short sales.

My financial situation cannot sustain a home mortgage of nearly \$2800 per month. I want to sell the home, avoid foreclosure and salvage my credit. I know that a foreclosure on my record will affect me for years to come, I would ask that you please assist me in avoiding this.

Since the house has been on the market this is the only offer that we have received. Please accept this offer as payment in full. My agent will continue to market the house.

I deeply appreciate your help and understanding in this matter. If you have any questions, or need anything further from me, please contact my agent or me personally.

Sincerely,

Jane Seller



Affidavit of "Arm's Length Transaction"

CERTIFIED DISTRESSED
PROPERTY EXPERT®

Pursuant to a residential purchase agreement ("Agreement"), the parties identified below as "Seller(s)" and "Buyer(s)," respectively, are involved in a real estate transaction whereby the real property ("Property") referenced below will be sold by Seller(s) to Buyer(s).
Property address: _____

("Lender") holds a deed of trust or mortgage against the Property. In order to complete the sale of the Property, Seller(s) and Buyer(s) have jointly asked Lender to discount the total amount owed on the loan which is secured by the deed of trust or mortgage. Lender, in consideration for the representations made below by Seller(s), Buyer(s), and their respective agents, agrees to a short sale on the express condition that Seller(s), Buyers, and their respective agents (including, without limitation, real estate agents, escrow agents, brokerages and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this affidavit as an agent for either Seller(s), Buyer(s), or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of Buyer(s) agents is a family member or business associate of the Seller(s) or the borrower(s) or the mortgagee(s).
3. No Buyer or agent of Buyer(s) shares a business interest with the Seller(s) or the borrower(s) or the mortgagee(s).
4. There are no hidden terms or hidden agreements or special understandings between the Seller(s) and the Buyer(s) or among their respective agents which are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller(s) and the Buyers and/or their respective agents which allows the Seller(s) to remain in the property as tenants or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller(s) shall not receive any proceeds from the sale of the Property reflected in the Agreement, except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
7. No agent of either the Seller(s) or the Buyer(s) shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement which shall be provided to Lender for approval prior to the close of escrow.
8. Each signatory to this Affidavit expressly acknowledges that Lender is relying upon the representations made herein as consideration for discounting the payoff on the loan(s) which is/are secured by a deed of trust or mortgage encumbering the Property.
9. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil and / or criminal liability.

I declare under penalty of perjury that all statements made in this Affidavit are true and correct.

Additionally, I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Seller Signature	Date	Seller Signature	Date
------------------	------	------------------	------

Print Name	Print Name
------------	------------

Buyer Signature	Date	Buyer Signature	Date
-----------------	------	-----------------	------

Print Name	Print Name
------------	------------

Seller's Broker Signature	Date	Buyer's Broker Signature	Date
---------------------------	------	--------------------------	------

Print Name and Brokerage	Print Name and Brokerage
--------------------------	--------------------------



CERTIFIED DISTRESSED
PROPERTY EXPERT®

Options for Homeowners to Avoid Foreclosure Disclosure

I/We have reviewed the following options with _____ (agent) representing _____
_____(Brokerage) and understand I may further investigate any of the below options with
professionals in their respective fields and that while my agent is presenting me with the options is in no way representing
that they are providing legal or financial assistance regarding the options presented. I/We further understand we have been
given every opportunity to consult with legal or financial council regarding any of the options presented below.

Reinstatement

Homeowner requests the total amount owed to bring mortgage payments current and pays it.

Forbearance or Re-payment plan

Homeowner negotiates with the mortgage company to allow them to repay back payments over a period
of time.

Sell the Property

Homeowner with sufficient equity lists their property with a qualified agent that understands the
foreclosure process in their area.

Rent the Property

Homeowner with a mortgage payment low enough that market rent will allow it to be paid
converts their property to a rental.

Mortgage / Loan Modification

Homeowner negotiates with lender to modify the interest on the loan, the principal balance, or any
combination of these, resulting in a lower payment.

Home Affordable Foreclosure Alternatives Program (HAFA)

Homeowner qualifies for HAFA and is offered pre-approved short sale terms and cash incentives for relocation
assistance.

Short Refi

Homeowner negotiates with lender to refinance a mortgage for less than what is owed on the property.

Deed-in-Lieu of Foreclosure

Homeowner returns the property to the lender rather than go through the foreclosure process.

Deed for Lease

Homeowner returns the property that is FHA-insured back to the lender and leases the property for a twelve month
period.

Refinance

Homeowner with significant equity in his/her property and good credit standing refinances their mortgage.

Bankruptcy

Homeowner with significant non-mortgage debt who is unable to pay these debts or his/her mortgage
payment files for bankruptcy which liquidates assets and/or reorganizes debt to pay back creditors.

Servicemembers Civil Relief Act (SCRA 303)

A member of the military who is experiencing financial distress due to deployment (and can prove
entered into debt before employment) qualifies for temporary relief under this act.

Homeowners Assistance Program

A member of the military or federal employee qualifies for this program which has a variety of assistance programs
including private sales, government purchase, and/or foreclosure assistance.

Short Sale

Homeowner has a financial hardship and qualifies for a sales transaction where the lender is willing to accept
the payoff of a mortgage for less than what is owed.

Seller Signature _____ Seller Print Name _____ Date _____

Seller Signature _____ Seller Print Name _____ Date _____



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MARS DISCLOSURE FOR OFFER FROM LENDER (PART I)

The disclosure below is required by 16 C.F.R. § 322.5(b). It is to be provided to **Seller** at the time **Broker** furnishes Seller with a written agreement between **Seller** and **Seller's** loan holder or servicer incorporating the offer of short sale terms.

IMPORTANT NOTICE: Before buying this service, consider the following information:

This is an offer of mortgage assistance we obtained from your lender (or servicer). You may accept or reject the offer. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us _____ (*insert same amount previously disclosed to Seller*) for our services.

Property Address

Brokerage Name

Date

Name of **Broker**

Date

Seller

Date

Seller

Date

Freddie Mac Loan Number _____

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	HOME PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
WORK PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	WORK PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
CELL PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)	CELL PHONE NUMBER WITH AREA CODE	(BEST TIME TO CALL)
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)			EMAIL ADDRESS
Number of Dependents:	Do you occupy the property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is it rental property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is it leased? Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the property listed for sale? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide a copy of the listing agreement. Agent's Name: Kristen Warren Agent's Phone Number: 850-377-9891 Agent's Email: kristenrealty@gmail.com		If you have a lease agreement, please provide a copy. Have you contacted a credit-counseling agency for help? Yes <input type="checkbox"/> No <input type="checkbox"/> <u>If yes, please complete counselor contact information below.</u> Counselor's Name: Counselor's Phone Number: Counselor's Email:	
Do you receive, and pay, the Real Estate Tax bill on your home or does your lender pay it for you? I do <input type="checkbox"/> Lender does <input type="checkbox"/> Are the taxes current? Yes <input type="checkbox"/> No <input type="checkbox"/> If you pay it, please provide a copy of your tax statement.		Do you pay for a hazard insurance policy? Yes <input type="checkbox"/> No <input type="checkbox"/> Is the policy current? Yes <input type="checkbox"/> No <input type="checkbox"/> If you pay it, please provide a copy of the policy.	
Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes: Chapter 7 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Filing Date: _____			
Has your bankruptcy been discharged? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide a copy of the discharge order signed by the court.			
INVOLUNTARY INABILITY TO PAY			
I (We), _____, am/are requesting that the Federal Home Loan Mortgage Corporation (Freddie Mac) review my/our financial situation to determine if I/we qualify for a workout option.			
I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):			
<input type="checkbox"/> Abandonment of Property	<input type="checkbox"/> Excessive Obligations	<input type="checkbox"/> Military Service	<input type="checkbox"/> Other
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Fraud	<input type="checkbox"/> Payment Adjustment	
<input type="checkbox"/> Casualty Loss	<input type="checkbox"/> Illness in Family	<input type="checkbox"/> Payment Dispute	
<input type="checkbox"/> Curtailment of Income	<input type="checkbox"/> Illness of Mortgagor	<input type="checkbox"/> Property Problems	
<input type="checkbox"/> Death in Family	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Title Problems	
<input type="checkbox"/> Death of Mortgagor	<input type="checkbox"/> Incarceration	<input type="checkbox"/> Transferring Property	
<input type="checkbox"/> Distant Employment Transfer	<input type="checkbox"/> Marital Difficulties	<input type="checkbox"/> Unemployment	
I believe that my situation is: <input type="checkbox"/> Short term (under 6 months) <input type="checkbox"/> Long term (over 6 months) <input type="checkbox"/> Permanent			
I want to: <input type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property			
Please provide a detailed explanation of the hardship on a separate sheet of paper.			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their respective telephone numbers.			
\$			
Lien Holder's Name	Balance / Interest Rate	Phone Number (WITH AREA CODE)	
\$			
Lien Holder's Name	Balance / Interest Rate	Phone Number (WITH AREA CODE)	

Before mailing, make sure you have signed and dated the form and attached appropriate documentation.

EMPLOYMENT

BORROWER- EMPLOYER'S ADDRESS & PHONE #	HOW LONG?	CO-BORROWER- EMPLOYER'S ADDRESS & PHONE #	HOW LONG?
Monthly Income - Borrower		Monthly Income - Co-Borrower	
Gross Wages / Frequency of Pay	\$	Gross Wages / Frequency of Pay	\$
Unemployment Income	\$	Unemployment Income	\$
Child Support / Alimony*	\$	Child Support / Alimony*	\$
Disability Income/ SSI	\$	Disability Income/ SSI	\$
Rents Received	\$	Rents Received	\$
Other	\$	Other	\$
Less: Federal and State Tax, FICA	\$	Less: Federal and State Tax, FICA	\$
Less: Other Deductions (401K, etc.)	\$	Less: Other Deductions (401K, etc.)	\$
Commissions, bonus and self-employed income	\$	Commissions, bonus and self-employed income	\$
* * * * * ALL INCOME NEEDS TO BE DOCUMENTED * * * * *			
Paystub must be most recent date with year to date information.			
Total (Net income)		Total (Net income)	
\$		\$	
Monthly Expenses		Assets	
Other Mortgages / Liens	\$	Type	Estimated Value
Auto Loan(s)	\$	Checking Account(s)	\$
Auto Expenses / Insurance	\$	Saving / Money Market	\$
Credit Cards / Installment Loan(s) (total minimum payment for both per month)	\$	Stocks / Bonds / CDs	\$
Health Insurance (not withheld from pay)	\$	IRA / Keogh Accounts	\$
Medical (Co-pays and Rx)	\$	401k / ESPO Accounts	\$
Child Care / Support / Alimony	\$	Home	\$
Food / Spending Money	\$	Other Real Estate	# \$
Water / Sewer / Utilities / Phone	\$	Cars	# \$
HOA/Condo Fees/Property Maintenance	\$	Life Insurance (Whole Life not Term)	\$
Life Insurance Payments (not withheld from pay)	\$	Other	\$
Total	\$	Total	\$

* Alimony, child support or separate maintenance income need not be revealed if the Borrower or Co-borrower does not choose to have it considered for repaying this loan.

I agree as follows: My lender may discuss, obtain and share information about my mortgage and personal financial situation with third parties such as purchasers, real estate brokers, insurers, financial institutions, creditors and credit bureaus. Discussions and negotiations of a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information herein is an accurate statement of my financial status. I consent to being contacted concerning my Mortgage at any cellular or mobile telephone number I may have. This includes text messages and telephone calls to my cellular or mobile telephone.

Submitted this _____ day of _____, 20_____

By _____
Signature of Borrower

By _____
Signature of Co-Borrower

Before mailing, make sure you have signed and dated the form and attached appropriate documentation.

Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ ("Seller") and
3* _____ ("Broker").

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
5* (collectively "Property") described below, at the price and terms described below, beginning the _____ day of
6* _____, _____, and terminating at 11:59 p.m. the _____ day of _____,
7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this
8 Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker
9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 2. DESCRIPTION OF PROPERTY:

13* (a) Real Property Street Address: _____
14* _____
15* Legal Description: _____
16* _____ See Attachment _____
17* ~~(b) Personal Property, including appliances:~~ _____
18* _____
19* _____ See Attachment _____
20* (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

21 3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller :

22* (a) Price: _____
23* (b) Financing Terms: Cash Conventional VA FHA Other _____
24* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the
25* following terms: _____
26* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
27* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at
28* an interest rate of _____% fixed variable (describe) _____
29* Lender approval of assumption is required is not required unknown. Notice to Seller : You may remain liable for an
30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability.
31 Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the
32 escrow deposit to the buyer at closing.
33* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____% of the purchase price;
34 and any other expenses Seller agrees to pay in connection with a transaction.

35 4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales 36 contract is pending on the Property. Seller authorizes Broker to:

37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
38 (4)(a)(i) or (4)(a)(ii) below.
39 (Seller opt-out)(Check one if applicable)
40* (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
41* (ii) Seller does not authorize Broker to display the Property on the Internet.
42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
43 the Internet will not see information about the listed property in response to their search.
44* _____/_____
45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
46 contract) and use Seller's name in connection with marketing or advertising the Property.
47 (c) Obtain information relating to the present mortgage(s) on the Property.
48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
50 members, MLS participants and subscribers; and
51* Seller (_____) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

52* (e) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
53 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and
54 releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and
55* responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a
56 sales contract for the Property.

57 (f) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to
58 as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be
59 displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such
60 automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display
61 automated valuations or comments/reviews (blogs) about this Property.

62* **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
63 displayed in immediate conjunction with the listing of this Property.

64* **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to
65 such comments or reviews) in immediate conjunction with the listing of this Property.

66 **5. SELLER OBLIGATIONS:** In consideration of **Broker's** obligations, **Seller** agrees to:

67 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries
68 regarding the Property's transfer, whether by purchase or any other means of transfer.

69 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.

70 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.

71 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorney's fees,
72 and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions
73 or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration
74 decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This
75 clause will survive **Broker's** performance and the transfer of title.

76 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).

77 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable
78 or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building
79* code violations, unobservable defects, etc.) other than the following: _____
80* _____

81 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

82 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements
83 and other specialized advice.

84 **6. COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to
85 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
86 **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

87* (a) _____ % of the total purchase price plus \$ _____ OR \$ _____, no later than
88 the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.

89* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
90 **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.

91* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease,
92 whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to
93 lease the Property.

94 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
95 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
96 **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement,
97* defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after
98 Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any
99 prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date.
100 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.

101* (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____ % of all deposits that
102 **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

103 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other brokers
104* except when not in **Seller's** best interest: and to offer compensation in the amount of _____ % of the purchase price or
105* \$ _____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in a transaction; and
106* to offer compensation in the amount of _____ % of the purchase price or \$ _____ to a broker who has no
107* brokerage relationship with the **Buyer** or **Seller**; and to offer compensation in the amount of _____

108* **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

109* _____% of the purchase price or \$_____ to Transaction brokers for the Buyer ; None of the above (if this is
110 checked, the Property cannot be placed in the MLS.)

111 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, **Broker** will deal honestly and fairly with **Seller**, will disclose all known facts
112 that materially affect the value of the residential real property which are not readily observable to the buyer, and will account for all
113 funds entrusted to **Broker**. **Seller** acknowledges that this agreement does not create an agency or transaction brokerage
114 relationship with **Broker**.

115 **9. CONDITIONAL TERMINATION:** At Seller's request, **Broker** may agree to conditionally terminate this Agreement. If **Broker**
116 agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred
117* in marketing the Property and pay a cancellation fee of \$_____ plus applicable sales tax. **Broker** may void the
118 conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the cancellation fee if **Seller** transfers or
119 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
120 to Termination Date and Protection Period, if applicable.

121 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
122 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
123 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
124 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless
125 the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Seller**
126* (_____) (_____), Listing Associate (_____) and Listing Broker (_____) agree that disputes not resolved by mediation will be settled by
127 neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration
128 Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration
129 provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's fees, and will
130 equally split the arbitrators' fees and administrative fees of arbitration.

131 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives, administrators,
132 successors and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement
133 between **Broker** and **Seller**. No prior or present agreements or representations shall be binding on **Broker** or **Seller** unless
134 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals. The
135 term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees and other categories of potential or actual
136 transferees.

137* Date: _____ **Seller's Signature:** _____ Tax ID No: _____ - _____ - _____

138* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

139* Address: _____

140* Date: _____ **Seller's Signature:** _____ Tax ID No: _____ - _____ - _____

141* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

142* Address: _____

143* Date: _____ **Authorized Listing Associate or Broker:** _____

144* Brokerage Firm Name: _____ Telephone: _____

145* Address: _____

146* Copy returned to **Customer** on the ____ day of _____, _____ by: personal delivery mail E-mail facsimile.

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

147* **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **B. Homeowners' Association:** The Property is located in a community with a voluntary
5* mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under
6 Paragraph **8** of the Contract and risk of loss under Paragraph **9** or Paragraph **H** of the Comprehensive Addendum (if
7 applicable) extend only to the Property and does not extend to common areas or facilities described below.

8 **Notice:** Association documents may be obtained from the county record office or, if not public record, from the developer or
9 Association manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of
10 properties in the community and may be subject to special assessments.

11 **(1) Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a purchaser, this
12* Contract is contingent on such approval by the Association. **Buyer** will apply for approval within ____ days from Effective
13 Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying
14 related fees if required. **Buyer** and **Seller** will sign and deliver any documents required by the Association to complete the
15 transfer. If **Buyer** is not approved, this Contract will terminate and **Seller** will return **Buyer's** deposit unless this Contract
16 provides otherwise.

17 **(2) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the
18 Association deciding not to exercise such right. **Seller** will, within 3 days from receipt of the Association's decision, give
19 **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's**
20 deposit will be refunded unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in
21 recognition that Broker procured the sale.

22 **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all
23 fines imposed against the Property as of Closing Date and any fees the Association charges to provide information about its
24 fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
25 Closing Date. If, after the Effective Date, the Association imposes a special or other assessment for improvements, work or
26 services, **Seller** will pay all amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. If special
27* assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments due after Closing Date. If **Seller**
28 is checked, **Seller** will pay the assessment in full prior to or at the time of Closing. **Seller** represents that he/she is not aware of any
29 pending special or other assessment that the Association is considering except as follows:

30* \$ _____ per _____ to _____
31 The following dues/maintenance fees are currently charged by the homeowners' association:
32* \$ _____ per _____ to _____
33* \$ _____ per _____ to _____
34* \$ _____ per _____ to _____

35 **(4) Damage to Common Elements:** If any portion of the common element is damaged due to fire, hurricane or other casualty before
36 closing, either party may cancel the Contract and **Buyer's** deposit shall be refunded if (a) as a result of damage to the common
37 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer**
38 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5
39 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the
40* damage to the common element is greater than \$ _____ or % _____ of the purchase price (1.5% if left blank).

41 **(5) Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,
42 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS
43 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR SELLER'S AGENT OR
44 REPRESENTATIVE WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE
45 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS
46 VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

47* **Disclosure Summary For** (Name of Community) _____:

48 **(1) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A**
49 **HOMEOWNERS' ASSOCIATION.**

50 **(2) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE**
51 **AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.**

52 **(3) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO**
53* **PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.**
54 **YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH**

55 (See Continuation)

56* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.

58* () () - () () **B. Homeowners' Association (CONTINUATION)**

59 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS
60* \$ _____ PER _____.

61 **(4)** YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR
62 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

63 **(5)** YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'
64 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

65 **(6)** THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE
67* CURRENT AMOUNT IS \$ _____ PER _____.

68 **(7)** THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL
69 OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

70 **(8)** THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A
71 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING
72 DOCUMENTS BEFORE PURCHASING PROPERTY.

73 **(9)** THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD
74 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED
75 FROM THE DEVELOPER.

76 Buyer acknowledges receipt of this summary before signing this Contract.

77* _____
78 **Buyer** _____ *Date* _____ **Buyer** _____ *Date* _____

79* **Buyer** () () and **Seller** () () acknowledge receipt of a copy of this page.

Seller's Mold Addendum to Disclosure

FLORIDA ASSOCIATION OF REALTORS



The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. ENVIRONMENT

Are You Aware:

a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: _____

SELLER HAS HAS NOT OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? _____

IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES ; YEAR _____

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES If yes, explain: _____

b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

a. of any deed or homeowner restrictions? NO YES

b. of any proposed changes to any of the restrictions? NO YES

c. of any resale restrictions? NO YES

d. of any restrictions on leasing the property? NO YES

e. If any answer to questions 2a-2e is yes, please explain: _____

f. Are access roads private public ? If private, describe the terms and conditions of the maintenance agreement: _____

g. If there is a homeowner association, is membership mandatory? NO YES , and are fees charged by the homeowner association? NO YES If yes, explain: _____

3. PROPERTY-RELATED ITEMS

Are You Aware:

a. if you have ever had the property surveyed? NO YES Date: _____

b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____

c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES

d. of any portion of the property that is fenced? NO YES

If any answer to questions 3a-3d is yes, please explain: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

4. THELAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
 - i. of any sinkhole insurance claim that has been made on subject property? NO YES
 - ii. if claim made, was claim paid? NO YES
 - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO YES
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO YES
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO YES

If any answer to questions 4a-4c is yes, please explain: _____

5. ENVIRONMENT:

Was the property built before 1978? NO YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, Chinese/defective drywall, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO YES If yes, explain: _____

iii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES

If any answer to questions 5a-5c is yes, please explain: _____

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES If yes, identify the zoning classification _____
- b. of any zoning violations or nonconforming uses? NO YES
- c. if the property is zoned for its current use? NO YES
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO YES
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO YES

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES

If any answer to questions 6a-6f is yes, please explain: _____

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO YES
- b. does the property require flood insurance? NO YES
- c. whether any improvements including additions, are located below the base flood elevation? NO YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO YES
- e. if any portion of the property is seaward of the coastal construction control line? NO YES

If any answer to questions 7a-7e is yes, please explain: _____

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO YES If yes, explain: _____

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO YES Date of inspection _____ If so, what was the outcome of the inspection? _____

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment _____, Company name: _____

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES
- b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES
- c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES
- d. of any active permits on the property which have not been closed by a final inspection? NO YES

If any answer to questions 9a-9d is yes, please explain: _____

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO YES
- b. if the roof has leaked since you owned the property? NO YES
- c. if anything was done to correct the leaks? NO YES
- d. if the roof has been replaced? NO YES If yes, when: _____
- e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES
- f. If the roof been inspected within the last twelve months? NO YES

If any answer to questions 10a-10f is yes, please explain: _____

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

11. PLUMBING-RELATED ITEMS:

a. What is your drinking water source? Public Private Well Other Source . If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? _____

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased

What is the balance owed on the system? \$ _____

c. Do you have a sewer or septic system ? If septic system describe the location of each system: _____

d. Are you aware of any septic tanks or wells on the property which are not currently being used?

NO YES If yes, explain: _____

e. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____

f. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO YES If yes, explain: _____

12. POOLS/HOT TUBS/SPAS:

a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES

b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES

c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover
Required door and window exit alarms Required door locks none

d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator
Freezer Washer Dryer

Are any of these appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased ; Is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO YES If yes, explain: _____

14. ELECTRICAL SYSTEM:

Are You Aware:

a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES

b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES

If answers to questions 14a or 14b is yes, please explain: _____

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:
Central Window/Wall Number of units _____

Heating:
Electric Fuel Oil Gas Other

Solar Heating:
Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO YES If yes, explain: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO [] YES [] Leased [] Owned [] Connected to Central Monitor [] Monthly Fee \$ _____
Smoke Detectors: NO [] YES [], Number of smoke detectors? _____
Lawn Sprinkler System: NO [] YES [] Sprinkler water source: _____ If well is source, is there an iron filter? NO [] YES [] Is there a timer? NO [] YES [] Is the timer automatic? NO [] YES []
Garage door openers? NO [] YES [], Number of transmitters? _____, Humidistat? NO [] YES [] Humidifier? NO [] YES []
Electric air filters? NO [] YES [] Vent fans? NO [] YES []
Paddle fans? NO [] YES [], Number of paddle fans? _____

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO [] YES []

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages.

Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (**CHECK ONE BELOW**):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- _____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

PLEASE SIGN AND DATE

SELLER _____	Date _____	BUYER _____	Date _____
SELLER _____	Date _____	BUYER _____	Date _____
Selling Licensee _____	Date _____	Listing Licensee _____	Date _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Release and Cancellation of Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS



1. Cancellation of Contract.

By signing this RELEASE AND CANCELLATION OF CONTRACT FOR SALE AND PURCHASE ("Release"), **Buyer** and **Seller** cancel the Contract for Sale and Purchase ("Contract"), signed by **Buyer** on the _____ day of _____, _____ and signed by **Seller** on the _____ day of _____, _____, concerning the following described property (give street address and legal description):

Seller agrees to return EMD if selling lender rejects or buyer rejects selling lenders counter offer.

2. Release from Liability.

Buyer and **Seller** release each other and:

_____ (name of brokerage)
together with its affiliates and their respective officers, directors, agents, employees, successors and assigns, and

_____ (name of brokerage)
together with its affiliates and their respective officers, directors, agents, employees, successors and assigns from any and all claims and actions whatsoever arising from or relating to the Contract or pre-Contractual issues existing as of the date of the Release.

3. Disbursement of Escrow Funds.

Buyer and **Seller** instruct the escrow agent to disburse the deposit as follows:

- \$ _____ to _____
- \$ _____ to _____
- \$ _____ to _____
- \$ _____ to _____

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date



Attention Customer Service:

Loan#: _____

Name: _____

Property Address: _____

Mailing Address: _____

This is a **Qualified Written Request for Investor Information.**

This serves as my qualified written request for a copy of the promissory note.

Date: _____

1st Mortgage Lender Name: _____

Account # _____

2nd Mortgage Lender Name: _____

Account # _____

TO WHOM IT MAY CONCERN,

This is my written request for you, my lien holder(s) of record, to provide me with the contact information regarding the beneficiary or the investor for my mortgage. Please also provide the same information if there is PMI associated with this loan.

Since my mortgage may have been securitized, I am unsure as to the identity of the investor holding my mortgage. Please provide me with their name, address and phone number within the next 15 days.

We are trying to avoid foreclosure and complete a Short Sale on our home and believe this information to be helpful.

Thank you very much for your time and consideration,

Sincerely,

