



EXHIBIT TO AGREEMENT
EXHIBIT " "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia _____.

[NOTE: The following language is furnished by the parties and is particular to this transaction.]

1. Buyer acknowledges that the sale of the Property will not generate sufficient cash to pay off the mortgage(s) on the Property and the other obligations of Seller with respect to this purchase and sale transaction. This Agreement is therefore contingent upon Seller's mortgage lender(s) and other lien holders agreeing to: 1) take a reduced pay off on its mortgage(s) in an amount sufficient such that the purchase price of the Property pays off the reduced amount of the mortgage(s), any other liens, judgments and other encumbrances on the Property, the real estate commission(s) owing to the Broker(s) and the other expenses of sale for which Seller is obligated under this Agreement without Seller having to pay any additional sums; and 2) release Seller from any claim, cause of action, suit or judgment for the amount of the reduction in the payoff on said mortgage(s) liens. In the event, the mortgage lender(s) and all other lien holders do not agree to such reductions at least 15 days prior to closing, either Seller or Buyer may terminate this Agreement without penalty upon notice to the other party. Notwithstanding the above, seller agrees to immediately present the executed Agreement to the lenders and lien holders identified below:

_____, _____, _____,
If any of the lenders and lien holders indicate to Seller or Listing Agent in writing or verbally that they are unwilling to agree to the concessions required of them in the Agreement, Seller shall immediately notify Buyer of the same. Thereafter, either Buyer or Seller shall have the right to terminate the Agreement upon notice to the other party.

- 2. Due diligence period not to exceed 7 days from binding agreement.
3. Financing & Appraisal contingencies not to exceed 14 days from binding agreement.
4. Closing must take place on or before Seller's mortgage lender(s) approved date. Failing to close on time can cause Seller's mortgage lender(s) approval to be null and void. A per diem could be charged to the buyer for each day the closing is delayed. If a per diem is charged, the amount is decided upon by the Seller's mortgage lender(s) or lien holders.
5. Inspection: If you decide to perform a home inspection, there may be a possibility that the utilities are not on. The buyer will have to turn the utilities on at his/her own expense.
6. Closing attorney to be Weissman, Nowack, Curry & Wilco, P.C.
7. Property is being sold "AS-IS". No seller's disclosures will be provided. No termite letter will be provided.
8. All parties acknowledge that this purchase and sale agreement may not prevent a mortgage holder from foreclosing on this property. In the event a foreclosure sale does occur, this contract will be declared null and void with all earnest money returned to the buyer.

Buyer's Initials: _____/_____

Seller's Initials: _____/_____