

REAL ESTATE PURCHASE ADDENDUM

This Real Estate Purchase Addendum ("Addendum") is to be made part of and incorporated into, the Real Estate Purchase Contract (the "Contract"), between Caliber Home Loans, Inc. as servicer for the owner of record ("Seller") and GREENE POINT MANAGEMENT ("Purchaser") for the property and improvements located at the following address: 8103 FEARHILL AVE ("Property"). As used in this Addendum, the Contract, Addendum and any riders thereto shall be collectively referred to as the "Agreement." The Seller and the Purchaser agree as follows:

1. Offer:

- (a) Acknowledgement of Sufficient Offer: The Purchaser has offered to purchase the property for a purchase price in the amount of \$32,500 in accordance with the terms set forth in the Agreement ("Offer"). The Seller has reviewed the offer and deemed it materially sufficient on December 31, 2015 ("Acknowledgement Date"). ASL RPB 1-8-2016
1/7/16
- (b) Acceptance of Offer: Notwithstanding Seller's acknowledgement that the Offer is sufficient for acceptance, the Purchaser agrees that the Agreement remains subject to acceptance by the Seller and must be signed by all parties in order to be binding. The Agreement shall be effective as of the date of execution by Seller ("Effective Date"). The Purchaser's earnest money deposit of \$4,200.00 is to be placed in a trust account acceptable to the Seller within two (2) calendar days following the effective Date. The Agreement, signed by the Purchaser and reflecting the terms as acknowledged by the Seller, must be received by the Seller within five (5) calendar days of the Acknowledgement Date. If the Seller does not receive the signed Agreement by such date, the Purchaser's offer shall be deemed null and void. As used in this paragraph, the term "received by the Seller" means actual receipt of the Agreement by the Seller's listing agent.

The Purchaser shall present proof, satisfactory to the Seller, of the Purchaser's funds or prequalification for a mortgage loan in an amount and under terms sufficient for the Purchaser to perform its obligations under this Agreement. The prequalification shall include but is not limited to, a certification of prequalification or a mortgage loan commitment from a mortgage lender, a satisfactory credit report and/or proof of funds sufficient to meet the Purchaser's obligations under the Agreement. The Purchaser's submission of proof of prequalification is a condition precedent to the Seller's acceptance. The Seller may require the Purchaser to obtain, at no cost to the Purchaser, loan prequalification from a Seller approved third party lender. Notwithstanding any Seller required prequalification, the Purchaser acknowledges that Purchaser is free to obtain financing from any source.

2. Time is of the Essence; Settlement Date:

- (a) It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute.
- (b) The closing shall take place on a date ("Settlement Date") on or before 1/29/16 ASL RPB 1-8-2016 ASL RPB 1-8-2016 ("Expiration Date"), unless extended in writing signed by the Seller and the Purchaser or extended by the Seller under the terms of the Agreement. The closing shall be held at a place so designated and approved by the Seller, unless otherwise required by applicable law. The date the closing takes place shall be referred to as the Settlement Date for purposes of the Agreement. If the closing does not occur by the Expiration Date, or in any extension, the Agreement is automatically terminated and the Seller may retain any earnest money deposit as liquidated damages. If Seller agrees to a request from Purchaser to extend the Settlement Date, then Purchaser agrees to pay Seller a per-diem extension fee of \$100 from the original Settlement Date through and including the extended Settlement Date.

3. Financing: This Agreement (check one): () is, () is not, contingent on the Purchaser obtaining financing for the purchase of the Property. If this Agreement is contingent on financing, the type of financing shall be the following (check one):

ASL

Conventional
 FHA
 VA
 Cash
 Other (specify: _____)

All Financing: If this Agreement is contingent on financing, the Purchaser shall apply for a loan in the amount of \$ N/A with a term of years, at prevailing rates, terms and conditions. The Purchaser shall complete and submit to a mortgage lender, of the Purchaser's choice, an application for a mortgage loan containing the terms set forth in this paragraph within five (5) calendar days of the Acknowledgement Date, and shall use diligent efforts to obtain a mortgage loan commitment by N/A 20. **THE PURCHASER IS NOT REQUIRED TO USE A SPECIFIC MORTGAGE LENDER TO OBTAIN FINANCING.** If, despite the Purchaser's diligent efforts, the Purchaser cannot obtain a mortgage loan commitment by the specified date, then either the Purchaser or the Seller may terminate the Agreement by giving written notice to the other party. The Purchaser's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Purchaser. The Purchaser agrees to cooperate and comply with all requests for documents and information from the Purchaser's chosen lender during the loan application process. Failure of the Purchaser to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by the Purchaser.

Purchaser RPB

Seller ASL

43 NOTE. In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before 12/31-2016 and title shall be
49 transferred on or about 1/7/2016 AS SOONER and title shall be ASL 1/7/16

50 **POSSESSION** SELLER shall deliver possession to BUYER on Title Transfer (date) at Noon (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for _____ () days. Additional NA days at a rate of
53 \$ _____ per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from All Real Estate Solutions
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects, if unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84 or assessments, public or private, except the following: None

86 In the event the property shall be deemed subject to any agricultural tax recoupment (CAUV),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow. a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____

94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee) SELLER shall pay directly all utility charges to the date of title transfer or date of possession.

244 Green Point Management
245 (BUYER) (ADDRESS AND ZIP CODE)

246 [Signature]
247 (BUYER) (PHONE NO) 12-17-15
(DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00 check note, earnest money,
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office REALTY TRUST SERVICES Phone 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of _____ percent (_____%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING \$1000 OR percent (2.5%) of the
256 purchase price to PER LISTING (Broker)
257 _____ (Address)

258 as the sole procuring agents in this transaction
259 Alma S. Longworth **6031 Connection Dr. #100**
260 (SELLER) Irving, TX 75039
(ADDRESS AND ZIP CODE)

261 _____ 1/7/16
262 (PRINT SELLER'S NAME) (PHONE NO) (DATE)

263 _____
264 (SELLER) (ADDRESS AND ZIP CODE)

265 _____
266 (PRINT SELLER'S NAME) (PHONE NO) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT

| | | |
|-----|------------------------------|---------------------------|
| 269 | Multiple Listing Information | |
| 270 | <u>John Lynch</u> | <u>2847</u> |
| 271 | (Listing agent name) | (Listing agent license #) |
| 272 | <u>Keller William GCSW</u> | <u>186253</u> |
| 273 | (Listing broker name) | (Listing broker office #) |
| 274 | <u>Christopher Kaylor</u> | <u>2011003065</u> |
| 275 | (Selling agent name) | (Selling agent license #) |
| 276 | <u>Realty Trust Services</u> | <u>9165</u> |
| 277 | (Selling broker name) | (Selling broker office #) |

ASL Approved by CABOR LACAR ILAR and IECAR
Revised May 1 2000
Page 6 of 6

Pursuant to paragraph 28 of the Real Estate Purchase Addendum, this document is subject to all terms and conditions set forth in the Real Estate Purchase Addendum

RPG
1-8-16