



SELLER FINANCING ADDENDUM TO REAL ESTATE PURCHASE CONTRACT



THIS SELLER FINANCING ADDENDUM is made a part of that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The terms of this ADDENDUM are hereby incorporated as part of the REPC.

1. CREDIT DOCUMENTS. Seller's extension of credit to Buyer shall be evidenced by: **Note and Deed of Trust** **Note and All-Inclusive Deed of Trust** **Other:** _____

2. CREDIT TERMS. The terms of the credit documents referred to in Section 1 above are as follows: \$_____ principal amount of the note (the "Note"); interest at _____% per annum; payable at approximately \$_____ per _____. The entire unpaid balance of principal plus accrued interest is due in _____ months from date of the Note. First payment due _____. Additional principal payments, balloon payments or other terms as follows: _____

The credit documents referenced in Section 1 of this ADDENDUM will contain a due-on-sale clause in favor of Seller. Seller agrees to provide to Buyer at Settlement: (a) an amortization schedule based on the above terms; (b) a written disclosure of the total interest Buyer will pay to maturity of the Note; and (c) the annual percentage rate on the Note based on loan closing costs.

3. TAXES AND ASSESSMENTS. Buyer shall also be responsible for: (a) property taxes; (b) homeowners association dues; (c) special assessments; and (d) hazard insurance premiums on the Property. These specific obligations will be paid: **directly to Seller/Escrow Agent on a monthly basis** **directly to the applicable county treasurer, association, and insurance company** as required by those entities.

4. PAYMENT. Buyer's payments under Sections 2 above will be made to: **Seller** **an Escrow Agent.** If an Escrow Agent, _____ will act as Escrow Agent and will be responsible for disbursing payments on any underlying mortgage or deed of trust (the "underlying mortgage") and to the Seller. Cost of setting up the escrow account shall be paid by: **Buyer** **Seller** **split evenly between the parties.**

5. LATE PAYMENT/PREPAYMENT. Any payment not made within _____ days after it is due is subject to a late charge of \$_____ or _____% of the installment due, whichever is greater. Amounts in default shall bear interest at a rate of _____% per annum. All or part of the principal balance on the Note may be paid prior to maturity without penalty.

6. DUE-ON-SALE. As part of the Seller Disclosures referenced in Section 7 of the REPC, Seller shall provide to Buyer a copy of the underlying mortgage, the note secured thereby, and the amortization schedule. Buyer's obligation to purchase under this Contract is conditioned upon Buyer's approval of the content of those documents, in accordance with Section 8 of the REPC. If the holder of the underlying mortgage calls the loan due as a result of this transaction, Buyer agrees to discharge the underlying loan as required by the mortgage lender. In such event, Seller's remaining equity shall be paid as provided in the credit documents.

7. BUYER DISCLOSURES. Buyer has provided to Seller, as a **required** part of this ADDENDUM, the attached Buyer Financial Information Sheet. Buyer may use the Buyer Financial Information Sheet approved by the Real Estate Commission and the Attorney General's Office, or may provide comparable written information in a different format, together with such additional information as Seller may reasonably require. Buyer **WILL** **WILL NOT** provide Seller with copies of IRS returns for the two preceding tax years. Buyer acknowledges that Seller may contact Buyer's current employer for verification of employment as represented by Buyer in the Buyer Financial Information Sheet.

8. SELLER APPROVAL. By the Seller Disclosure Deadline referenced in Section 24(a) of the REPC, Buyer shall provide to Seller, at Buyer's expense, a current credit report on Buyer from a consumer credit reporting agency. Seller may use the credit report and the information referenced in Section 7 of this Addendum ("Buyer Disclosures") to review and evaluate the credit worthiness of Buyer ("Seller's Review").

8.1 Seller Review. If Seller determines, in Seller's sole discretion, that the results of the Seller's Review are unacceptable, Seller may either: (a) no later than the Due Diligence Deadline referenced in Section 24(b) of the REPC, cancel the REPC by providing written notice to Buyer, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (b) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Buyer any objections Seller has arising from Seller's Review.

8.2 Failure to Cancel or Resolve Objections. If Seller fails to cancel the REPC or resolve in writing any objections Seller has arising from Seller's Review, as provided in Section 8.1 of this ADDENDUM, Seller shall be deemed to have waived the Seller's Review.

9. TITLE INSURANCE. Buyer **SHALL** **SHALL NOT** provide to Seller a lender's policy of title insurance in the amount of the indebtedness to the Seller, and shall pay for such policy at Settlement.

10. DISCLOSURE OF TAX IDENTIFICATION NUMBERS. By no later than Settlement, Buyer and Seller shall disclose to each other their respective Social Security Numbers or other applicable tax identification numbers so that they may comply with federal laws on reporting mortgage interest in filings with the Internal Revenue Service.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until ___: ___ **AM** **PM** Mountain Time on _____(Date), to accept the terms of this SELLER FINANCING ADDENDUM in accordance with Section 23 of the REPC. Unless so accepted, the offer as set forth in this SELLER FINANCING ADDENDUM shall lapse.

Buyer Seller Signature (Date) (Time) Social Security Number

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ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: **Seller** **Buyer** hereby accepts the these terms.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms set forth on the attached ADDENDUM NO. _____

REJECTION: **Seller** **Buyer** rejects the foregoing SELLER FINANCING ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERCEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.