



How to Complete a HUD Sales Contract Package

California Buyer Select Program

How does the Buyer Select Program Work?

- Buyer must select any State Licensed Escrow Company upon bid acceptance
- Buyer Select Addendum is completed and submitted to BLB Resources with contract package within 2 days of bid acceptance
 - Addendum includes EMD instructions and statement that buyer agrees to EMD being held by LLB then forwarded to selected escrow company within 48 hours of contract ratification
 - Contract packages are available on both HUDHomestore and BLB Resources' forms download page <http://blbresources.com/CAForms.html>
 - Buyer Select addendum is also available as a separate downloadable form on the forms page
 - Note that original contract package must include a **COPY of the EMD**
- **Original EMD is submitted to LLB within 2 days of bid acceptance**
 - We recommend that a copy of the Buyer Select Addendum be provided to the LLB so that the LLB may verify the EMD is correct

How does the Buyer Select Program Work? (cont.)

- Sales team will conduct normal contract package review
 - Ensure Buyer Select Addendum is included and complete
 - Copy of escrow company's license and insurance must be included for any escrow company that has not previously closed any HUD transactions
 - If addendum is missing or incomplete, correction request will be sent to Selling Agent
 - License/insurance upload link may be sent directly to escrow company if not provided with addendum, and Selling Agent is non-responsive to correction request
- Sales team will forward Buyer Select Addendum to Santa Ana HOC so HUD can assign a Title ID # (HUD anticipates a 24 hour turnaround time for this task)
- After escrow company is assigned a Title ID #, contract will be ratified if all other requirements are met
- **Upon contract ratification, LLB will be instructed to forward EMD to selected escrow company**

HUD Sales Contract

Please download the electronically fillable sales contract package from the “Addendums” tab on

www.HUDHomestore.com

or from the BLB Resources website:

<http://blbresources.com/CAForms.html>

Please **do not submit your state contract forms**, as we can only accept the HUD contract packages.



When data is entered on the cover page of the electronically fillable sales contract package, it will auto-populate the appropriate fields of the sales contract package, and you will not need to manually input data.

If you choose to manually input data into a blank sales contract, please follow the instructions in the following pages to reduce possible errors.

Please note that the “Conventional Loan” box must be checked if purchaser is obtaining other financing such as VA, Rural Development, USDA, Hard Money, etc.



CALIFORNIA Owner Occupant Sales Package
Version 9-30-13

Please fill in ALL information in the fields below to populate the Owner Occupant Package. The contract package should be completed and signed by the purchaser(s) and Selling Broker prior to submitting an offer. If the bid is accepted, the completed contract package and COPY of the Earnest Money Deposit must be received by BLB Resources within **2 business days of provisional bid acceptance**. The ORIGINAL Earnest Money Deposit must be received by the Listing Agent within 2 business days of bid acceptance.

[Reset Form](#)

Property Information

FHA Case Number: 879-654312
 Property Address: 321 Any Street, Anytown, CA 92501, Riverside County
 (Street Address, City, State, Zip Code, and County)

Purchaser(s) Information

Purchaser(s) Legal Name: 1 John Doe 2.
 Purchaser(s) SSN/EIN: 1 999-99-9999 2.
 Purchaser(s) Phone Number: 1 (555) 555-1234 2.
 Title Style (Deed): a single man
 Title Name(s) and Style: John Doe, a single man
 Purchaser Address: 987 Main Street
 Purchaser City/State/Zip: Anytown, CA 92501

Selling Agent/Broker Information

Brokerage Name: Bob Smith Realty
 Broker Name: Bob Smith
 Brokerage EIN: 00-1231234 NAID: BBSMTH1234
 Brokerage Address: 2750 First Street City/St/Zip: Anytown, CA 92501
 Brokerage Phone: (951) 555-7864
 Selling Agent's Name: Mary Smith
 Selling Agent's Cell: (951) 555-7654 Agent Email: mary.smith@bobsmithrealty.com

Purchase Information ALL amounts **MUST** match the provisionally accepted bid

Line 3 - Purchase Price: 100,000.00 Earnest Money Deposit: 1,000
 Line 5 - Closing Costs: 3,000.00 Maximum Closing Costs: \$3,000.00
 Line 6a - Selling Broker Commission: 3,000.00 Commissions must match HUDHomeStore.com Bid
 Line 6b - Listing Broker Commission: 3,000.00
 Line 7 - Net to HUD: 91,000.00 Date of Offer (mm/dd/yyyy): 12/04/2013

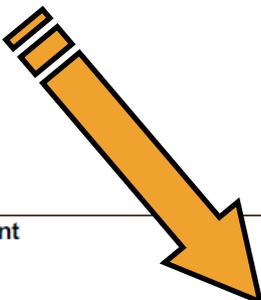
Financing Type: FHA 203(b) FHA 203(b) Repair Escrow - in the amount of:
 FHA 203(k) Conventional Loan Cash

Hold as Back-up: YES NO
 Lead-based Paint Addendum Attached YES NO
 If the property was built prior to 1978, the Lead-based Paint Addendum must be included. To access this addendum, visit www.HUDHomeStore.com and view the "Addendums" tab for the case number.

Closing Agent/Escrow Company Information

Company Name: ABC Escrow
 Company Address: 1010 Broadway City/St/Zip: Anytown, CA 92501
 Escrow Officer's Name: Jane Jones Phone: (951) 555-5654
 Email: jane.jones@abcescrow.com Title ID #:
 Has company closed previous HUD transactions? YES NO

[Print Package](#)



Sales Contract	U.S. Department of Housing and Urban Development	
Property Disposition Program	Office of Housing Federal Housing Commissioner	
1. I (We), <u>John Doe</u> (Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development: <u>321 Any Street, Anytown, CA, 92501, Riverside County</u> <small>(street number, street name, unit number, if applicable, city, county, State)</small>		
<table border="1"><tr><td>HUD Case No. 879-654312</td></tr></table>		HUD Case No. 879-654312
HUD Case No. 879-654312		

Upper right hand box: Please enter the **FHA Case Number**

Line 1: Please enter the purchaser(s) name(s) and complete property address of the property they are purchasing. Remember to include the county.

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: John Doe, a single man .

Line 2: Please enter name(s) and style in which title will be taken.

Common examples of style in which title may be taken include:

A single man/woman

Joint tenants with right of survivorship

Community property

Tenants in common

Please advise your client to seek legal counsel if they have questions regarding the style in which they should take title.

3. The agreed purchase price of the property is	3. \$ 100,000.00
Purchaser has paid \$ 1,000 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Listing Agent until ratification and then ABC Escrow	

Line 3: Please enter purchase price and amount of earnest money deposit.

- Purchase price of \$50,000 or less, the EMD is \$500
- Purchase price of \$50,001 or more, the EMD is \$1,000
- For vacant lots or sales less than \$500, the EMD is 50% of the list price
- For GNND properties, the EMD is 1% of the list price (not less than \$500 and not to exceed \$2,000)

Please also enter the name of the buyer's selected escrow company.

DO NOT enter "HUD Designated Closing Agent." Any contract submitted with "HUD Designated Closing Agent" may receive a correction request, which may delay ratification.

Line 4: Check the appropriate box. If purchaser is obtaining **FHA insured (203b) financing**, the following boxes should be checked:

4.	<input checked="" type="checkbox"/>	Purchaser is applying for FHA insured financing [<input checked="" type="checkbox"/> 203(b), <input type="checkbox"/> 203(b) repair escrow, <input type="checkbox"/> 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
	<input type="checkbox"/>	Said mortgage involves a repair escrow amounting to \$ _____.
	<input type="checkbox"/>	Purchaser is paying cash or applying for conventional or other financing not involving FHA.

The lines for **down payment** amount, mortgage amount, months, and repair escrow amount should be **left blank**.

Line 4: If purchaser is applying for **FHA insured financing with a repair escrow**, the following boxes should be checked:

4	<input checked="" type="checkbox"/>	Purchaser is applying for FHA insured financing [<input type="checkbox"/> 203(b), <input checked="" type="checkbox"/> 203(b) repair escrow, <input type="checkbox"/> 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
	<input checked="" type="checkbox"/>	Said mortgage involves a repair escrow amounting to \$ <u>2,200</u> .
	<input type="checkbox"/>	Purchaser is paying cash or applying for conventional or other financing not involving FHA.

The lines for down payment amount, mortgage amount, and months should be left blank. The **repair escrow** amount **should match** what is featured on the property details on www.HUDHomestore.com.

The repair escrow amount may be modified **after** the purchaser completes a home inspection with utilities on, by submitting the “Request to Change Financing Type” form found on the BLB Resources website.

Line 4: If purchaser is applying for **203(k) financing**, the following boxes should be checked:

4	<input checked="" type="checkbox"/>	Purchaser is applying for FHA insured financing [<input type="checkbox"/> 203(b), <input type="checkbox"/> 203(b) repair escrow, <input checked="" type="checkbox"/> 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
	<input type="checkbox"/>	Said mortgage involves a repair escrow amounting to \$ _____.
	<input type="checkbox"/>	Purchaser is paying cash or applying for conventional or other financing not involving FHA.

The lines for down payment amount, mortgage amount, months, and repair escrow amount should be left blank.

Line 4: If purchaser is paying **cash or applying for non-FHA financing** (i.e. conventional mortgage loan, VA, Rural Development, etc.), the following box should be checked:

4.	<input type="checkbox"/>	Purchaser is applying for FHA insured financing [<input type="checkbox"/> 203(b), <input type="checkbox"/> 203(b) repair escrow, <input type="checkbox"/> 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
	<input type="checkbox"/>	Said mortgage involves a repair escrow amounting to \$ _____.
	<input checked="" type="checkbox"/>	Purchaser is paying cash or applying for conventional or other financing not involving FHA.

The boxes for FHA insured financing and the lines for down payment amount, mortgage amount, months, and repair escrow amount should be left blank. Please **circle cash, conventional, or other financing** as appropriate.

“Other financing” types includes VA, Rural Development, USDA, Hard Money, etc. Do NOT circle cash if using other financing.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed	➤	5.	\$	<u>3,000.00</u>
6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of	➤	6a.	\$	<u>3,000.00</u>
6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of:	➤	6b.	\$	<u>3,000.00</u>

Line 5: If closing costs were included when the bid was submitted, the amount entered on this line must match the bid. Please note that requested closing costs may be **up to 3%** of the purchase price.

If the requested amount exceeds the actual closing costs, the remaining difference will not be credited to the purchaser and does not reduce the purchase price.

*** Note:** *Escrow fees will now be a buyer expense.* HUD will only pay a portion of the closing fees, **if the buyer includes closing costs on line 5 at the time of bid submission and there are sufficient funds remaining to allow** for this fee to be paid. If there are no closing costs included in the bid, the buyer will be required to pay all escrow and closing fees.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed	➤	5.	\$	<u>3,000.00</u>
6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of	➤	6a.	\$	<u>3,000.00</u>
6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of:	➤	6b.	\$	<u>3,000.00</u>

Line 6a: Enter selling agent commission up to 3% of the purchase price. If property is designated as eligible for \$1,250 commission, enter selling agent commission up to \$1,250.

Line 6b: Enter listing agent commission 3% of the purchase price. If property is designated as eligible for \$1,250 commission, enter listing agent commission \$1,250.

Please note:

Both Lines 6a and 6b must be the same commission amount entered at the time the bid was submitted.

The selling agent may reduce their commission, but the listing agent commission may **not** be reduced.

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6).....	7. \$ 91,000.00
8. Purchaser is: <input checked="" type="checkbox"/> owner-occupant (will occupy this property as primary residence) <input type="checkbox"/> investor <input type="checkbox"/> nonprofit organization <input type="checkbox"/> public housing agency <input type="checkbox"/> other government agency. Discount at closing: _____ %	
<i>Discount will reduced by amounts, if any, listed on Line Items 5 and 6.</i>	

Line 7: Subtract Lines 5, 6a, and 6b from Line 3 to determine the **net amount due to HUD** and enter on this line.

Line 8: Check the **appropriate box for occupancy**, as submitted in the bid. Unless purchaser is a nonprofit or government agency, the discount amount should always be blank. If purchaser is a nonprofit or government agency, enter the appropriate discount percentage.

9. Time is of the essence as to closing. The sale shall close not later than 45 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or ABC Escrow.

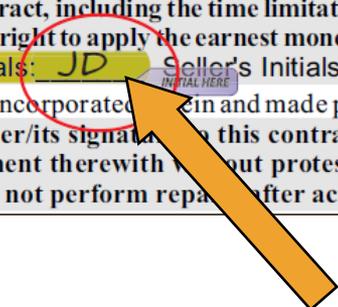
10. If Seller does not accept this offer, Seller may may not hold such offer as a back-up to accepted offer.

11. Lead based paint addendum is is not attached; Other addendum is is not attached hereto and made part of this contract.

Line 9: Please enter **45 days**, unless purchaser is obtaining **203k financing**, then enter **60 days**. Also, please enter the name of the buyer's selected escrow company (must match Line 3). **DO NOT enter "HUD Designated Closing Agent."** Any contract submitted with "HUD Designated Closing Agent" may receive a correction request, which may delay ratification.

Line 10: Check the appropriate box for **back-up status**.

Line 11: If property was **built prior to 1978**, check the box for **LBP** is attached; if built in 1978 or later, check box for is not attached. The box for "**Other Addendum is attached**" must always be checked. Note: Any addenda not previously approved by Seller may not be made a part of this contract (e.g., state contract forms, smoke detector addendum, etc.). Approved addendum must be signed by, and in the same style as, those signing as Purchaser(s).

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: JD Seller's Initials: _____
13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands:
(1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.
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Line 12: Purchaser(s) must initial on Purchaser(s) line.

Please do not initial on Seller's line.

If there is more than one Purchaser, please remember to have **all Purchasers initial** on the Purchaser(s) Initials line.

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign)		Purchaser(s) Address:	
John Doe	<i>John Doe</i>		987 Main Street Anytown, CA 92501
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens)		Phone No: (555) 555-1234	Date Purchaser(s) Signed Contract:
999-99-9999			12/04/2013
Seller: Secretary of Housing and Urban Development		By: (type name & title, & sign)	Date Contract Accepted by HUD:
X			

Line 13: Purchaser information:

- Please remember to type or print Purchaser(s) name(s)
- **SIGNATURE(S)** – All Purchaser(s) signatures are required
- Social Security Number or EIN/FIN for **ALL** Purchaser(s)
- Purchaser(s) address and phone number
- Date contract was signed

Please **DO NOT** have Purchaser(s) sign on the “Seller” line or in the “Authorizing Signature & Date:” box. This is to be used by the authorized HUD signing agent **ONLY**.

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code) Bob Smith Realty 2750 First Street Anytown, CA 92501	Broker's EIN or SSN: (include hyphens) 00-1231234	SAMS NAID: BBSMTH1234
	Signature of Broker: Bob Smith X Bob Smith 	Broker's Phone No: (951) 555-7864

Type or print the name and phone number of sales person: Mary Smith: 951-555-7654 / mary.smith@bobsmithrealty.com

The **broker** who registered for the NAID must sign. If the selling agent is not the broker, the selling agent may not sign.

Signature stamps and DocuSign stamps are **NOT** acceptable. Authorization letters are only acceptable on a case-by-case basis, and the letter must be case-specific.

The NAID must match the NAID under which the bid was submitted.

Conditions of Sale

A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.

B. Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in condition acceptable to it, of laws, regulations and ordinances affecting the property and agrees to accept the property in the condition existing on the date of this contract. It is intended for Purchaser to have home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to \$200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services." If financing is involved in this transaction from a Purchaser, it is the responsibility of the Seller to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing. Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.

D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:

1. Seller has not acquired the property.
2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
3. Seller determines that purchaser is not an acceptable borrower.

Tender of the deposit shall release the Seller from any and all claims arising from this transaction.

E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.

F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.

G. Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.

H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.

J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as lead-based paint, chipping, peeling, or flaking) on all interior and exterior surfaces. Seller inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint has been removed from this property. Purchaser and Seller agree that this inspection is not intended to have a coverage impact on the lead-based paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contract - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller with this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.

K. The effective date of this contract is the date it is accepted (signed) by the Seller.

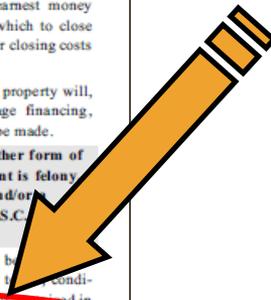
L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.

M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.

N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.

O. Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 3559; 3571)

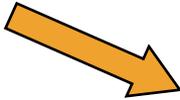
P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any conditions, statements, or representations, oral or written, not contained in this contract.

John Doe  SIGN HERE

John Doe  SIGN HERE

Conditions of Sale must be signed by the purchaser(s)

Please enter the
FHA Case
number and
property
address at the
top of the
Radon Gas and
Mold Notice.
Purchaser(s)
must date, sign,
and print name
at the bottom.



Radon Gas and Mold Notice and Release Agreement	U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner		
Property Case #:	879-654312		
Property address:	<u>321 Any Street, Anytown, CA 92501, Riverside County</u> _____ _____		
PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.			
Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and [insert name of M & M Contractor], an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.			
Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.			
Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.			
Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. <u>PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.</u> Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.			
In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.			
Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.			
Dated this ____ day of _____, 20__ 12/04/2013			
<u>John Doe</u> Purchaser's Signature		_____ Purchaser's Signature	
<u>John Doe</u> Purchaser's Printed Name		_____ Purchaser's Printed Name	

**ADDENDUM TO THE SALES
CONTRACT**

Property Disposition Program

**U.S. Department of Housing and Urban
Development**

Office of Housing

Federal Housing Commissioner

**NOTE: The BROKER must
sign this page, agent
signatures are not acceptable.**

Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years.

879-654312

Individual Owner-Occupant Certification

I/we, John Doe

submit this offer to purchase the property located at

Property address:

321 Any Street, Anytown, CA 92501, Riverside County

as an owner-occupant purchaser, I/we certify that I/we have not purchased a HUD-owned property within the past 24 months as an owner-occupant. This offer is being submitted with the representation that I/we will occupy the property as my/our primary residence for at least 12 months.

Purchaser's

Name

John Doe



12/04/2013

Signature & Date:

John Doe

Purchaser's

Name

Signature & Date:



12/04/2013

Broker Certification

I certify that I have not knowingly submitted the HUD-9548, Sales Contract, for the above listed property, on behalf of an investor purchaser. I further certify that I have discussed the penalties for false certification.

Broker's

Name

Bob Smith



12/04/2013

Signature & Date:

Bob Smith

If Purchaser(s) is an owner-occupant, complete the Owner-Occupant Certification addendum.

Broker must also sign and date.

Investors do not complete this form.

HUD Forfeiture and Extension Policy, page 1

- Please fill in the FHA Case number and property address at the top of the first page.
- Purchaser(s) and Selling Agent must initial the “Forfeiture of Earnest Money Deposits” at the top of page 1.

FHA Case Number: 879-654312

Property Address: 321 Any Street, Anytown, CA 92501, Riverside County

All HUD Property Disposition sales of HUD-acquired properties are to close within 45 days (60 days if purchaser(s) are obtaining an FHA 203K Loan) of acceptance of a HUD-9548 (1/99) Sales Contract offer to purchase.

Forfeiture of Earnest Money Deposits

Purchaser(s) JD INITIAL HERE Selling Agent: MS INITIAL HERE

The failure by a Purchaser to close on the sale of property within the allowable period, including any extensions approved by HUD, may result in the forfeiture of the entire earnest money deposit, except where special circumstances exist. These situations will need to be documented and granted by HUD.

HUD Forfeiture and Extension Policy, page 2

- Please enter an overnight **account number on page 2**, if desired. If no account number is entered, earnest money will be returned via certified mail.
- Purchaser(s) and Selling Agent must initial the “Extension Request Requirements” section near the top of page 2.

PLEASE NOTE: If the transaction is cancelled prior to ratification of sales contract, the earnest money will be returned to the Real Estate Broker via certified mail unless otherwise noted below. BLB Resources, Inc. will NOT be held liable for any lost or misplaced checks.

US Certified Mail UPS Airborne Fed-Ex

Overnight Account Number: _____

This Section for BLB Resources, Inc. Use Only

Date Earnest Money Check was returned: _____

Method: US Certified Mail Overnight (UPS, Airborne, Fed-Ex)

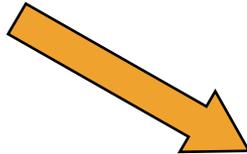
Sent by: _____

Extension Request Requirements

Purchaser(s) JD INITIAL HERE Selling Agent: MS INITIAL HERE

If scheduled closing dates cannot be met, purchasers may request extensions of the closing time. BLB Resources, Inc. may grant extensions in intervals of fifteen (15) days upon written request from the purchaser. Extensions of time to close the sale are entirely within Seller's discretion.

Purchaser(s) must choose whether they wish to have a home inspection performed, then date, sign, and print name at the bottom.



For Your Protection: Get a Home Inspection

Name of Buyer (s) John Doe

Property Address 321 Any Street, Anytown, CA 92501, Riverside County

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

JD I/We choose to have a home inspection performed.

INITIAL HERE

I/We choose not to have a home inspection performed.

X John Doe
Signature & Date John Doe

SIGN HERE 12/04/2013

X
Signature & Date

SIGN HERE 12/04/2013

Complete Contract Package **MUST** also include the following:

- Copy of Earnest Money Deposit check
 - Original EMD is sent to the LLB
- Pre-qualification letter or proof of cash funds
- State Agency Disclosure form
- California Buyer Select Closing Agent Addendum
- Carbon Monoxide Detector Addendum

Earnest Money Deposit (EMD)

- Must be **certified funds**
 - Funds must be a Cashier's check from a bank or a US Postal Money order
 - Checks from credit unions, Western Union, Money Gram, etc. are not acceptable
- Made payable to: **“(Buyer selected escrow company) or (Purchaser’s Name)”**
 - This way, if transaction is not consummated, buyer could more easily cash the check
 - Checks made payable to HUD will be returned for a correction

San Diego County Credit Union
6545 Sequence Drive, San Diego, CA 92121 - (877)732-2848

90-8161
3222

SN 8443383
Check No. 3422276

004 1155

PAY ***ONE THOUSAND DOLLARS AND 00 CENTS***
EXACTLY SDCCU \$1,000dols00cts

December 4, 2013

To The Order Of:
ABC Escrow or John Doe

\$1,000.00

CASHIER'S CHECK
VOID AFTER 6 MONTHS

HEATSEAKER™ SECURITY SPOT *Teresa A. Halloran*

FHA Case #879-654312
321 Any Street, Anytown, CA 92501

PRESS ON REAR WITH FINGER IF ROSE-COLORED SPOT DISAPPEARS, THIS DOCUMENT IS AUTHENTIC. TWO SIGNATURES REQUIRED FOR AMOUNTS IN EXCESS OF \$20,000

THIS DOCUMENT CONTAINS VISIBLE FIBERS AND A TRUE WATERMARK - HOLD TO LIGHT TO VIEW.

2227611 3222816171 9900000731011 07

Please also reference the property address and FHA Case Number.

EMD Instructions

- Please note that **ORIGINAL EMD** checks must now be **delivered to the Listing Agent** within two (2) business days of bid acceptance, NOT to BLB Resources
- We recommend that a copy of the Buyer Select Addendum be provided to the LLB so that the LLB may verify the EMD is correct
- A COPY of the EMD must be included with the original contract package delivered to BLB Resources within two (2) business days of bid acceptance

Proof of Funds

- If paying cash, purchaser(s) must show proof of funds equal to or greater than purchase price.
- If obtaining financing, a valid **pre-qualification letter** or **Loan Status Report (LSR)** must be included.
 - Approved loan amount must be equal to or greater than purchase price
 - Purchaser(s) may be required to show proof of additional funds if loan amount is less than purchase price
 - Escrow amount (if any) must also be included
 - If owner-occupant purchaser, occupancy section of LSR must state property will be Primary Residency of purchaser
 - Must be on lender's letterhead, with loan officer's email address

Agency Disclosure

Please ensure that the Sales Contract Package includes the Agency Disclosure from your brokerage. Please note that this is **NOT** a BLB Resources or HUD form.



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/09)

NOTE: Please use the appropriate agency disclosure form issued by your brokerage or state. This is NOT a BLB Resources or HUD form.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- Diligent exercise of reasonable skill and care in performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- Diligent exercise of reasonable skill and care in performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

IMMEDIATE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant John Doe _____ Date 01/04/2013

Buyer Seller Landlord Tenant Sally Doe _____ Date 01/04/2013

Agent Bob Smith Realty _____ DRE Lic. # 0123456789
Real Estate Broker (Firm)

By Mary Smith _____ DRE Lic. # 9876543210 Date 01/04/2013
(Salesperson or Broker-Associate)

AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord	Date	Seller/Landlord	Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including xerimile or computerized formats. Copyright © 1991-2009, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 11/09 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Agent Mary Smith Phone: (555) 555-7864 Fax: (555) 555-7860 Prepared using zipForm® software
Broker: Bob Smith Realty 2750 First Street Anytown, CA 92501

California Buyer Select Closing Agent Addendum

- Fill in FHA Case Number, Address, Purchaser(s) Name, and Selling Agent info
- Fill in escrow company information and attach copy of E&O and license(s) if no previous HUD transactions closed
- Purchaser(s) and Selling Agent must sign and date at bottom



BLB RESOURCES
OUTSTANDING REO SERVICES

California
Buyer Select Closing Agent Addendum

This form is required in California only.

All contracts ratified on or after September 30, 2013 will be subject to the "Buyer Select" closing agent program. The buyer will choose their own escrow company. HUD will no longer pay for the escrow fee, which will be a buyer expense. Please note Lines 3 and 9 of the HUD-9548 Sales Contract must be filled in with the closing agent listed on this form.

Earnest money deposit (EMD) checks (cashier's check or postal money order only) must be made payable to "buyer selected escrow company or Purchaser(s) name." **Original EMD checks must be delivered to the Local Listing Broker (LLB)** assigned to the property within two (2) business days of bid acceptance, and a copy of the EMD must be included with the original contract package submitted to BLB Resources. Upon contract execution by BLB Resources, the LLB will be instructed to deliver the EMD to the closing agent selected by the buyer.

Completed form must be submitted with original contract package upon bid acceptance. If form is submitted separately from original contract package, please fax to (949) 379-2896 or email to CABSP@blbresources.com.

I / We agree the EMD is being held undeposited by the LLB and within 48 hours of a ratified sales contract, EMD will be delivered to the closing agent/escrow company listed on this form. I / We authorize BLB Resources to release a copy of the sales contract and addenda for the following property to the closing agent/escrow company listed below.

Property Information FHA Case Number 879-654312

Property Address (include city, state, zip)
321 Any Street, Anytown, CA 92501, Riverside County

Purchaser(s) John Doe

Selling Agent Mary Smith Agent Phone (951) 555-7654

Closing Agent / Escrow Company Information

Company Name ABC Escrow

Mailing Address (include city, state, zip)
1010 Broadway Anytown, CA 92501

Escrow Officer Jane Jones Phone (951) 555-5654

Email Address jane.jones@abcescrow.com

Has this company ever closed a transaction on a HUD-owned property? Yes No

If yes, please enter Title ID # _____
If no, please attach copy of escrow company's state license and insurance.

John Doe 12/04/2013
Purchaser Signature (Required) John Doe Date

Mary Smith 12/04/2013
Purchaser Signature (Required) Date

Mary Smith 12/04/2013
Selling Agent Signature (Required) Mary Smith Date

Please include a copy of the escrow company's E&O insurance and license(s) if escrow company has not previously closed any HUD transactions.

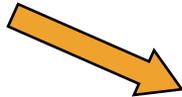
This section for BLB Resources, Inc. use only

BLB Resources Processed by: _____ Date: _____
Approved Denied

CA - Rev. 9-30-13 All previous versions are obsolete. © BLB Resources, Inc. 2013 All rights reserved.

U.S. Department of Housing and Urban Development (HUD) Closing Instructions and Certification – page 1

- Only the FHA Case Number, Property Address and Buyer(s) Name should be filled in on the first page
- The remaining fields should be left blank at the time of contract submission. The escrow company will be required to fill in these fields prior to close of escrow.



**U.S. Department of Housing and Urban Development (HUD)
Closing Instructions and Certification**

The following are general settlement instructions and do not provide all specific instructions for sales under special programs.

FHA Case Number: 879-654312 Date of HUD's Ownership: _____
Property Address: 321 Any Street, Anytown, CA 92501, Riverside County
Buyer(s) Name: John Doe
Amount of Discount Buyer Received: _____ %
Amount of Rental Money Due: \$ _____ Amount of Utility Payment Due: \$ _____

As settlement/title company/agent, you must adhere to the following closing instructions to close this sale between the US Department of Housing and Urban Development (HUD) and the buyer identified on the attached executed sales contract. If you are unable to perform these tasks within the required time frame (as defined on Line 9 of the HUD Form 9548), please notify the buyer's Real Estate agent immediately so the buyer can select a different settlement/ title company.

As a settlement/title company, you must meet all **applicable** local and state standards as well as those required by HUD.

You must close this sale for only the buyer(s) identified on the executed sales contract, or amendment/addendum which has been executed by the buyers and HUD's delegated Asset Manager.

EARNEST MONEY: The Asset Manager has has not included the earnest money with the fully executed sales contract.

REAL ESTATE TAXES: Real estate taxes for the current year shall be pro-rated to the date of closing. HUD will only pay for taxes currently due and will not pay or reimburse any party after dosing if real estate taxes are reassessed by local government. The last payment was made on _____ in the amount of \$ _____, which covers the following period of time: _____ through _____.

HOMEOWNER ASSOCIATION (HOA) FEES/DUES: HUD will pay for HOA fees/ dues pro-rated from the date of HUD's ownership **through** the date of closing. HUD will only pay for HOA fees/dues that are the responsibility of HUD during its ownership. The last payment was made on _____ in the amount of \$ _____, which covers the following period of time: _____ through _____.

RENTAL MONIES: You shall verify with the Asset Manager that all rental monies due HUD have been collected outside settlement if the buyer is an approved HUD tenant. If any due amounts have not been paid, you shall ensure such payment is made at time of dosing.

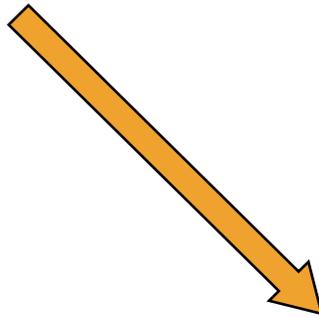
SPECIAL PROGRAMS: HUD has a number of special programs, including the Good Neighbor Next Door (GNND) Sales program, in which the buyer receives a discount off the purchase price, as indicated on the executed sales contract. Such discounts are to be reflected of Line 507 of Form HUD-1, Settlement Statement.

Further, some sales such as those under GNND require a second Note and Deed of Trust/ Mortgage and/or a Land Use Restriction Addendum. If applicable to this sale, special instructions for the completion of those documents are attached or will be supplied by the Asset Manager.

Page 1 of 4

U.S. Department of Housing and Urban Development (HUD) Closing Instructions and Certification – page 4

- The escrow officer must sign and complete page 4



3. A BSCC must **complete a one-time registration** to receive a HUD issued Settlement Agent Identifier number.

4. **Conflict of Interest** - A BSCC who has, or whose spouse, children or business associates have, a financial interest in the property shall not be involved in the closing process. Financial interest includes having an equity, creditor, lender, or debtor interest in any corporation, trust, or partnership with a financial interest in the property.

5. **Debarment or suspension** - No attorney, Title Company, Escrow Company, or BSCC, currently debarred, suspended, or otherwise excluded by Administrative Action from participating in Federal programs, may participate in any aspect of the closing or title clearance process.

6. **Non-Discrimination** - No BSCC, employee, or person or entity otherwise authorized to act for a BSCC agent may act in violation of Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act" Title VIII of Public Law 90-284) or Executive Order 11063. BSCC's, their employees, and any person or entity otherwise authorized to act on behalf of a BSCC shall (1) refrain from discrimination on the basis of race, color, creed, religion, sex, national origin, age or handicap; (2) instruct their staffs in the policies of nondiscrimination and all applicable local, State, and Federal fair housing and non-discrimination laws.

7. **Failure to Abide by HUD's Closing Instruction** - HUD reserves the right to sanction or remove any BSCC that does not abide by HUD's Closing Instruction.

Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)

You must certify below that you meet the above standards; you understand and will comply with these general instructions and requirements. Subsequent instructions may be provided in writing on a case by case basis by HUD through its Asset Manager.

The Escrow Officer must sign this document.	Escrow Officer Acknowledged <u>Jane Jones</u>	SIGN HERE	Date <u>12-04-13</u>
	Printed Name <u>Jane Jones</u>	Telephone # _____	
	Principal Title <u>Escrow Officer</u>	Email <u>jane.jones@abcescrow.com</u>	
	State License # <u>CA12345</u>	HUD Identification # _____	

Additional Escrow Instructions – pages 1-2

- The FHA Case Number and date must be entered at the top of the first page.

FHA Case Number: 879-654312

ATTENTION ESCROW

We, the undersigned, hand you a copy of the U. S. Department of Housing and Urban Development Sales Contract (Property Disposition Program) and Offer of Contract Acceptance and Addendums dated 12/04/2013, and Buyer and Seller agree to be bound by the terms and conditions contained therein.

- If closing costs were requested on line 5, the amount must be entered on page 2.

CLOSING COSTS CREDIT PAID BY SELLER (if line 5 is applicable):
If line 5 is not applicable, the buyer will be solely responsible for all fees and charges.

The Seller will pay up to \$ 3,000.00, (Line 5 of the Sales Contract) towards allowable **purchaser closing costs**, not to exceed the actual cost incurred. The following is a list of those HUD Allowable Closing Costs that may be credited towards Line 5 of the Sales Contract:

- If FHA insured financing with a repair escrow is being utilized, the repair amount must be input at the top of the second page.

REPAIR ESCROWS ONLY: CERTIFICATION

- THIS REPAIR ONLY APPLIES IF THE BUYER IS OBTAINING FHA FINANCING.
- Pursuant to Line 4 of the HUD Sales Contract, the mortgage being obtained through this escrow involves a repair escrow amounting to \$ 2,200.
- THE REPAIR ESCROW AMOUNT IS TO BE FINANCED IN THE FHA LOAN AND WILL NOT BE TAKEN FROM HUD PROCEEDS AT CLOSING.

Additional Escrow Instructions – page 4

- The purchaser and escrow officer must initial the No Cancellation Charges section on page 4.

NO Cancellation charges via Escrow Company will apply if a HUD transaction cancels.

Initial Here: **Purchaser(s)** *JD* **INITIAL HERE** **Closing Agent** *gg* **INITIAL HERE**

- The escrow officer, purchaser(s), and selling agent must all sign page 4.

Signatures:

<i>Jane Jones</i>	SIGN HERE	12/04/2013
(Escrow Officer)	Jane Jones	(Date)
<i>John Doe</i>	SIGN HERE	12/04/2013
(Purchaser)	John Doe	(Date)
	SIGN HERE	12/04/2013
(Purchaser)		(Date)
<i>Mary Smith</i>	SIGN HERE	12/04/2013
(Selling Agent)	Mary Smith	(Date)

Carbon Monoxide Detector Addendum

- Fill in FHA Case Number, Address, Purchaser(s) Name, Selling Agent name and phone number 
- Purchaser(s) and Selling Agent must sign and date at bottom 



BLB RESOURCES
OUTSTANDING REG SERVICES

AK, CA, HI, OR, WA
Carbon Monoxide Detector Addendum

This form is required in California, Oregon, and Washington.

Purchaser(s) each acknowledge that the Seller, The Department of Housing and Urban Development ("HUD"), is exempt from providing and/or installing Carbon Monoxide Detectors in the below listed property. Purchaser further acknowledges that Purchaser is obligated to comply with all applicable laws, regulations, and ordinances regarding Carbon Monoxide poisoning prevention, including, without limitation, The Carbon Monoxide Poisoning Prevention Act of 2010 (California Senate Bill 183), Oregon House Bill 3450, and Washington RCW 19.27.530).

Purchaser(s) further assume full responsibility for purchasing and installing carbon monoxide detectors after close of escrow and acknowledges that failure to do so may result in the assessment of fines. Buyer hereby releases and indemnifies HUD, BLB Resources, Inc., its Broker, Agents, and any and all of each of their employees, owners, partners, officers, and directors from any liability or damages that could occur in conjunction with each of Purchaser's failure to comply with any applicable laws, regulations, and ordinances regarding Carbon Monoxide poisoning prevention, including, without limitation, The Carbon Monoxide Poisoning Prevention Act of 2010 (California Senate Bill), Oregon House Bill 3450, and Washington RCW 19.27.530.

Completed form should be submitted via facsimile to (949) 379-2896 or email to 2Saddenda@blbresources.com, and will be processed as soon as possible upon receipt.

FHA Case Number 879-654312

Property Address (include city, state, zip)
321 Any Street, Anytown, CA 92501, Riverside County

Purchaser(s) John Doe

Selling Agent Mary Smith Agent Phone (951) 555-7654

<u>John Doe</u>	12/04/2013
Purchaser Signature (Required) <u>John Doe</u>	Date
Purchaser Signature (Required) _____	12/04/2013
Purchaser Signature (Required) _____	Date
<u>Mary Smith</u>	12/04/2013
Selling Agent Signature (Required) <u>Mary Smith</u>	Date

This section for BLB Resources, Inc. use only

BLB Resources Processed by: _____	Date: _____
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

AK, CA, HI, OR, WA, GU, NMI, AS – Rev. 1-4-13 All previous versions are obsolete.
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Complete Contract Package **may** also include the following:

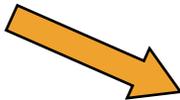
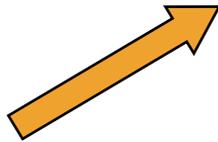
- Lead-Based Paint Addendum (required if built prior to 1978)
- Flood Zone Disclosure and Addendum (required if located in a FEMA Flood Zone)
- Appraisal Request Form (optional, this may be submitted after contract ratification)
- Proof of Identity
- Sales Package Verification Checklist

Lead Based Paint (LBP) Disclosure

- If property was built prior to 1978, the 2-page LBP Disclosure form must be downloaded from the “Addendums” tab of the property details on www.HUDHomestore.com. You may also download a blank LBP Disclosure addendum from the Forms page on www.blbresources.com.
- Selling Broker must initial one of the 3 financing types:
 - No FHA Financing
 - Any FHA Financing Except 203k
 - FHA 203k Financing
- Purchaser(s) must initial 2 acknowledgements on page 2, Selling Broker to initial 3rd acknowledgement.
- **Purchaser(s) and Selling Broker must sign page 2.**

Flood Zone Disclosure and Addendum

- Required if property is located in a FEMA Flood Zone
- Complete top portion, then Purchaser(s) and Selling Agent must sign and date at bottom





Flood Zone Property Disclosure and Addendum

This disclosure and addendum is made part of the HUD Sales Contract 9548 for the property referenced below. The FHA appraiser has identified the below referenced property as being in a designated flood zone. This addendum is not required for vacant land sales or properties sold to ACA partners, in which the property is scheduled for demolition, or for properties sold without any form of Federal Assistance. Federal assistance is defined as including discounts, Purchase Money Mortgages (PMM), sales incentives, and closing cost assistance.

FHA Case #: _____ Property Address: _____
 Appraiser identified this property as being in Flood Zone: _____ Map: _____ Date: _____
 This community does _____ or does not _____ participate in the National Flood Hazard Insurance Program (NFIP).

***Note:** Purchaser must complete appropriate field prior to submission. Purchaser should contact their insurance company or FEMA (<http://www.fema.gov/fema/csb.shtml>) to verify flood zone and determine community participation. If the community does not participate, property is not eligible for FHA financing, discounts, PMMs or other FHA assistance, and must be sold "uninsured."*

Purchaser and Seller agree that as a condition of sale for all FHA insured properties, purchasers of all HUD homes located in a special flood hazard area (SFHA) and where flood insurance is available through the NFIP are required to obtain flood insurance and that the following conditions of sale apply:

- Coverage shall be in an amount equal to or greater than the replacement value of the improvements as indicated in the appraisal (excludes land value and depreciation).
- Purchaser must maintain flood insurance for the duration of their ownership and make flood insurance a condition of any future sale.
- Purchaser must provide seller with evidence of required flood insurance prior to closing.**
- Per Mortgagee Letter 2010-43 and 2009-16, that manufactured homes located in a special flood zone, are not eligible for FHA financing unless:
 - The purchaser obtains from FEMA a final Letter of Map Amendment (LOMA) or final Letter of Map Revision (LOMR) that removes the property from the SFHA. If a LOMA or LOMR is obtained, it removes the asset from SFHA, so neither flood insurance nor a flood elevation certificate is required.
 - OR
 - The lender obtains a FEMA National Flood Insurance Program Elevation Certificate, if not removed from the SFHA by a LOMA or LOMR. The elevation certificate must document that the lowest floor (including basement) of the residential building and all related improvements and equipment essential to the value of the property, are built at or above the 100-year flood elevation in compliance with NFIP criteria. This must be prepared by a licensed engineer or surveyor.
- Purchaser acknowledges that neither the Seller, their Asset Manager, nor the listing or selling broker or agent involved in this transaction have made any representations or warranties concerning the actual or precise flood zone boundary.

 Purchaser Signature **(Required)** _____
 Date

 Purchaser Signature **(Required)** _____
 Date

 Selling Agent Signature **(Required)** _____
 Date

This section for BLB Resources, Inc. use only	
BLB Resources Processed by: _____	Date: _____
All Contract Areas – Rev. 7-18-12 All previous versions are obsolete. © BLB Resources, Inc. 2012 All rights reserved.	

Appraisal Request Form

- If Purchaser is obtaining financing and the lender needs a copy of the FHA Appraisal, please complete the Appraisal Report Request Form.
- This may be included with the sales contract package or submitted after ratification.
- Please ensure the lending institution information is completed prior to submission.

Proof of Identity

- Copies of documentation may be submitted to show that legal name on contract package matches the bid submission.
- This may include a copy of the purchaser's driver's license, passport, Social Security card, and/or a recent paystub that shows the Social Security Number.
- This is optional.

Sales Package Verification Checklist

- We strongly recommend a detailed check of the sales package, using the Sales Package Verification Checklist, but it is not required to be submitted with the contract package.
- Note that errors and/or omissions on the HUD 9548 Sales Contract may result in the cancellation of the provisional bid acceptance. Corrections will require a new original to be sent overnight delivery to BLB Resources.

FSM Inspection Request Forms

- Please view the “Agent Info” tab of the Property Details on www.HUDHomestore.com for the FSM assigned to the property.
- Original **utility request form** and deposit (if applicable) **must be sent to FSM** after contract ratification. Do not send the utility request forms to BLB Resources for processing. BLB Resources does not process utility activation requests.
- Purchaser’s inspection may **not** be done until the signed form is returned from the FSM.
- It is the Purchaser’s responsibility to activate utilities. Neither BLB Resources nor the assigned FSM will activate utilities.

Where do I deliver or mail my contract, addenda and copy of EMD, if I have the winning bid?

Please deliver the original signed sales contract and addenda to BLB Resources within 2 business days to:

BLB Resources – California Office

16845 Von Karman Ave, Suite 100

Irvine, CA 92606

(949) 261-9155

Attn: Sales Manager

Where do I deliver or mail my original EMD, if I have the winning bid?

Please deliver the original EMD to the Listing Agent within 2 business days of bid acceptance.

We recommend that a copy of the Buyer Select Addendum be included so that they may verify the EMD is correct.

Need more assistance?

Our Customer Service Department would be happy to assist you if you have any questions regarding how to complete your sales contract package. Please call (949) 261-9155 or email CSRDept@blbresources.com.