

OFFER INSTRUCTIONS

Tom Ladtkow
RE/MAX Northwest, Inc.
12000 Pecos St. #160
Denver, CO 80234
303-255-4317 Office
303-252-8133 Fax

- Please allow 48 hours for a response to the offer. Any offers received Friday afternoon or over the weekend will be presented on the next business day.
- Title will be issued as a Special Warranty Deed.
- All offers that will secure financing must include a lender letter stating that the buyer is "Credit Approved"
- Please advise the lender that closing figures must be at the title company 24hrs. prior to the scheduled closing date.
- The buyers must sign the "As-is", mold addendum, inspection addendum, lead based paint certification and the lead compliance addendum – these documents must be attached to the contract.
- The property is sold strictly as-is.

To submit an offer please fax to:
(with a cover letter)

Tom Ladtkow
303-252-8133 Fax
Or email
tom@reocolorado.com

Existing Condition Acknowledgment

"AS-IS, WHERE IS" PROVISION

Addendum to Purchase Contract dated _____ for the property located at _____

BUYER is aware that **SELLER** acquired property by way of **FORECLOSURE**, and that **SELLER** is selling and **BUYER** is purchasing the property in its **"EXISTING CONDITION"** **WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**

Buyer acknowledges for Buyer and Buyer's successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, **ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL STATUTES, CODES OR ORDINANCES.**

Any report(s) that is required by the Buyer's Lender is to be the sole responsibility of the Buyer. Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order or otherwise cause any repair(s) and/or work to be done on the property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. **BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.**

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

The **CLOSING OF THIS TRANSACTION** shall constitute as acknowledgment by the Buyer(s) that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**

BUYER

DATE

BUYER

DATE

SELLER

DATE

Disclosure and Release Regarding Mold Addenda

Between HSBC Finance Corporation and HSBC Bank USA, N.A., (collectively "HSBC") hereby known as "Seller" and _____ hereby known as "Buyer(s)" related to property known as: _____
"property".

Buyer is hereby advised that hazards such as but not limited to biohazards, microscopic organisms, mildew, spores, allergens and/or mold (collectively referred to in this agreement as "hazard(s)") may exist at the property. Many of these hazards are environmental conditions that are common in residential properties and may affect the property or may have caused damage to personal or real property at this location. Such hazards may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons and in some forms have been reported to be toxic.

Mold may have been removed or covered in the course of cleaning or repairing the property. Buyer acknowledges and agrees that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the property or remediated contaminations, Seller does not in any way warrant the cleaning, repairs or remediation if any. Buyer also acknowledges and agrees to accept full responsibility/risk to inspection the property for the presence or absence of such hazards. Buyer accepts full responsibility/risk for and any matters that may result from said hazards. Buyer holds harmless, releases, and indemnifies Seller and Seller's managing agents from any liability/recourse/damages (financial or otherwise). Buyer is satisfied with the condition of the Property and has not in any way, relied upon any representations of the Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of noted hazards in or around the property,

Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein.

This disclosure and release is executed voluntarily and with full knowledge of its significance.

HSBC or its managing agents are not qualified to inspect property for hazards or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

Buyer

Date

Buyer

Date

Seller

Date

ADDENDUM REGARDING PROPERTY INSPECTION

Re: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer
Property at:

Buyer may choose at buyer's option to conduct noninvasive only inspections to satisfy themselves as to the condition of the property. Buyer is under no obligation to conduct said inspections but having conducted or waived any or all inspections takes full responsibility for understanding the condition of the property as it noted in the "As is Where is Provision". Cost and time for inspections is at buyer expense and 7 days from the date of the agreement unless otherwise agreed to in counter/contract negotiations. The counter addendum will supersede this agreement as to cost and days for inspections if a conflict arises.

Buyer may obtain written inspection reports as follows:

(Parties initial the applicable inspection)

_____ Well Test Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified laboratory if no municipal authority is available, to determine if the water is potable.

_____ Septic Inspection Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified engineer or contractor if there is no municipal authority to inspect the system, to determine if the system is in good working order.

_____ Radon Report - To be conducted by a qualified firm experienced in the field of radon testing. If the test results reveal levels of radon gas equal to or less the four- (4) pococures per liter, the results shall be deemed acceptable to the buyers.

_____ Home Inspection - To be conducted by a professional engineer or by a qualified home inspection company to determine if substantial repairs are required to the property beyond those repairs readily apparent to the buyer upon examining the property prior to execution of the contract. Buyer shall not make any objection to the physical condition of the property for defects, which were clearly visible to the buyer upon his examination of the property. If buyer raises objection to the condition of the property due to substantial latent defects as evidenced by the home inspection report, the buyer must provide a complete copy of the written report, and detail in writing the specific complaints.

_____ Termite or Other Wood Boring Insect Report - To be conducted by a qualified exterminating service experienced in making these reports to determine if the property is infested with wood boring insects,

If the results of the applicable inspection(s) indicate that substantial repairs must be done to the property, the Seller shall have the opportunity to make repairs to eliminate the objection(s). If Seller elects not to repair, the Buyer may cancel this contract or proceed to a closing without any abatement of the purchase price. If the Buyer elects to cancel, the buyer's deposit money shall be returned and neither buyer nor seller shall have any claims against the other.

If no written objection to the applicable inspections are raised by the Buyer within seven (7) days of the execution of this contract, the contingency herein is deemed satisfied by the Buyer and the contract shall continue in full force and effect.

Seller: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or/ as Servicer

Dated: _____

Buyers:
Dated: _____

Buyers:
Dated: _____

LEAD WARNING CERTIFICATION and ACKNOWLEDGMENT

Seller's Disclosure (initial a and b below):

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial c, d and e below):

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial f below):

(f) Agent has informed the Seller of the Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4582(d)) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the above information and certify, to the best of their knowledge, that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Agent	Date	Agent	Date

LEAD COMPLIANCE ADDENDUM
to Purchase and Sale Contract for Residential Property
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Seller : HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer

Buyer : _____

Property :

LEAD WARNING STATEMENT

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

LEAD-BASED PAINT INSPECTION CONTINGENCY

Buyer has the option of conducting a professional lead-based paint risk assessment or inspection of the property within ten calendar days after acceptance of the contract.

Buyer shall elect either option below by initialing Buyer's choice:

_____ *This contract is contingent upon a professional risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense on or before the _____ calendar-day after contract acceptance. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)* If Buyer is not satisfied with the inspection and/or risk assessment report, within _____ days after the inspection, Buyer shall deliver to the Seller a written notice listing the specific deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Upon receipt of such notice, the Seller and Buyer shall have _____ days to enter into a written agreement addressing the Buyer's objections. If a written agreement is not reached within the time period stated, either Buyer or Seller may cancel this contract by written notice to the other and any deposit shall be returned to the Buyer. If the agreement requires the Seller to correct the condition(s), at the Seller's expense, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has(have) been remedied before the date of the closing. If this contingency is not satisfied within the time period stated, then either party may cancel this contract by written notice to the other, and any deposit shall be returned to the Buyer.

_____ *This contract is **NOT** contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.*

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date