

**Thank you for your interest in our foreclosure REO listing!** If your purchaser intends to submit an offer, the following steps will be helpful in insuring a smooth negotiation and closing process. Remember to clearly provide all your contact information on the cover sheet, including cell phone, fax number and email address for communication.

For additional offer presentation information, availability and property information, please contact the listing agent assigned to the property.

1. Every seller has their own Addendum to Purchase Agreement (some are legal size) that must be made an integral part of all contracts in an unaltered state and should be itemized under **Paragraph 20** as they supersede much of the GAR contract. Such documentation will be made available on the subject premises in some cases for review (or you may call for a copy) or on our website; however, in some cases the seller will deliver this form once accepted terms have been verbally agreed upon outlining all the agreed upon terms. These forms cannot be altered in any way. There is no special financing available on these properties. No contingency on sale offer is entertained. Investor contracts cannot be assigned prior to closing! Also, delayed investor/buyer closings due to lost forecasted sales or through no fault of the seller, will be subject to per diem costs of \$100 (calendar day) and/or loss of earnest money particularly after any financing contingency has been removed. References to unilateral closing extensions (**Paragraph 6B**) should also be deleted from contracts as both parties must agree in writing on any extensions and likely a per diem amount will be implemented. No tax prorations are done after closing. The properties are being sold in "as is" condition with the right to inspection for personal knowledge, clarification or information and most sellers allow an inspection period not to exceed 10 days from verbal acceptance. **Pre-Qualification letter or Verification of Funds for cash offers (such as bank statement, investment statement or verifiable statement on official letterhead from investment copy/financial advisor/CPA) and copy of earnest money check payable to Storey Morrow Company must accompany all offers for presentation.** Nearly every REO client requires the use of their selected attorney who has already done preliminary title work and is aware of the required procedures for closing. You will be advised which closing firm will be used for each specific property. Some of the primary firms used by our clients are: **Morris Hardwick Schneider** @ 770-437-4050 whose location is 2401 Lake Park Drive, Suite 150, Smyrna, GA 30080; **McCurdy & Candler, LLC** @ 404-373-1612 whose location is 250 E. Ponce de Leon, Suite 600, Decatur 30030; or **McCalla Raymer, LLC**, 900 Holcomb Woods Parkway, Roswell, GA 30076. If desired, the buyer may be represented by their own attorney at their own expense.

2. Earnest Money is to be held by **Storey Morrow Company** at client request and amount to be dictated by seller requirements but no less than \$1000. Earnest money must be delivered and paid to listing broker in the form of Cashier's Check or Money Order within 48 hours of verbal contract acceptance.

3. The Purchaser cannot start negotiations without a signed offer. This should be faxed to the agent listed in MLS/FMLS or to Joy Thomas at 678-584-9016. **No offers will be presented without a pre-qual letter dated within the last 30 days or proof of funds documentation for cash offers, and copy of earnest money check, along with the purchase offer including finance exhibit with loan information – no exceptions! Please be aware that if the purchaser is a corporation or LLC, a copy of the Articles of Incorporation or Partnership must be included with offer so as to validate authority.** This is a new requirement of most clients and offers will not be executed without this documentation. All negotiations, after the original written offer by the Purchaser, will be verbal until consummation. Title is normally conveyed on these foreclosure properties via **special or limited warranty deed** under Georgia law, so please **revise** contract accordingly in **Paragraph 8A**. It is not unusual to have multiple offers on properties and for the seller to counter "highest & best" in these type situations, so please prepare your purchaser for this situation.

4. Please keep in mind that out-of-state lender owned listings sometimes take longer to negotiate since there are usually several levels of final approval required. As a result of that, please be sure to offer realistic closing dates and make sure that lenders are prepared to meet those deadlines to avoid per diem charges for extensions. Due to the fact that the seller acquired the property via foreclosure proceedings and has not occupied the premises, references to a **Seller's Property Disclosure (Paragraph 16)** should also be deleted from the contract. The

seller makes no representations, guarantees or warranties regarding the property, its condition, water & sewer services or conformity to code. Along with no disclosures, the seller will not provide survey, termite letters nor agree to pay for home warranty programs, so please do not include these requests in your offers. It is the buyer's or buyer agent's responsibility to obtain and review any HOA or condominium covenants and restrictions on these foreclosure properties. If any information regarding management companies and fees are known, we certainly will share that information. Due diligence in all these areas are critical for the buyer on the purchase of a foreclosure property.

5. If the property you are submitting an offer on was built prior to 1978, please include a Lead-Based Paint Exhibit (GAR form F54) with the offer.

6. Once the offer is negotiated and there is verbal agreement by both Purchaser and Seller, the unaltered addendum, along with a clean, legible GAR contract and all exhibits are required to be forwarded to the Seller for signature. **Client procedures dictate that fully executed contracts are usually returned by fax or email and rarely original copy is available. Please make your purchaser aware that it may take an extended period of time to receive the fully executed contract back from the seller!** Earnest money in the forms noted above must be delivered to Storey Morrow Company office at 2800 Peachtree Industrial Blvd., Suite G, Duluth, GA 30097 or a mutually agreed location within 48 hours of verbal acceptance. The real estate sales commission on most transactions shall be based on the net sales price (purchase price minus seller concessions of any type) and identified as such in the private MLS remarks. You will be advised of any change in contact agent handling the transaction through closing upon return of the executed contracts to assure correct and prompt response.

7. The availability of utility service to properties will be determined on a case by case situation based on current condition & safety and can be discussed with the listing agent. During months requiring winterization of premises, the Listing agent needs a minimum of 48 hours notice prior to inspection date for de-winterization of premises making plumbing inspection possible if allowed by seller.

Because of the nature of ownership of these properties and the use of master keys, it is highly recommended that the purchaser has the property rekeyed or new locks installed. We do not have extra keys, garage door openers, and mailbox or gate keys available. Please advise your purchaser that should utility service be active at the property, it will be discontinued effective immediately the day after closing. We want this process to work to a mutually beneficial experience for all parties, so please feel free to communicate any additional questions or issues.