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SPECIAL INSTRUCTIONS FOR THE PURCHASE AND SALE OF THIS FORECLOSED PROPERTY

The following information contains answers to questions frequently asked by agents and their Purchasers. I hope by the time you finish reviewing this information you will feel more familiar with the buying process and how the 3rd party (Seller) involved is mutually concerned.

GENERAL INFORMATION:

Our bank foreclosures sell on average in 90 days or less. They are priced competitively in the market place. It is also not unusual to have more than one offer at the same time. At that time we will notify each selling agent of a possible multiple offer situation. That is why all Purchaser Prequalification forms must be filled out in full. Seller reserves the right to hear from the loan officer as to the buyers prequalification and credit worthiness.

EARNEST MONEY REQUIREMENTS:

The following is the standard Earnest Money required when presenting an offer:

Properties below	\$100,000	\$1,000	Earnest Money
“	\$150,000	\$2,000	“
“	\$200,000	\$3,000	“
“	\$250,000	\$4,000	“
“	\$300,000	\$5,000	“

HOW IS TITLE CONVEYED?

Seller will convey the subject property by a LIMITED WARRANTY DEED under Georgia Law. A SPECIAL WARRANTY DEED may be used in some occasions. At the closing the Purchaser can discuss with the attorney the purchaser of Owner's Title Insurance which is optional. We do not convey title by a General Warranty Deed. See 8, Title -8A. Mark thru General Warranty and write Limited / Special.

WHAT ABOUT DISCLOSURE & INSPECTION:

The Seller is a 3rd party that did not reside in the property; therefore, the Seller does not provide Seller Disclosure Forms. Please strike # 19 of the contract and have buyer initial. Your Buyer should rely on his/her own inspection to determine the property's condition. The purchaser has the right to have a thorough property inspection at his/her own expense. If any damage is done during the inspection process to the property, the inspector, selling agent and buyer may be held responsible.

IS THERE SPECIAL FINANCING:

In most cases of foreclosed properties the original loan was "wiped out" at the time of foreclosure. No loan currently exists; therefore, there is no possibility of a loan assumption. New financing is required. The Purchaser is free to use any qualified lender for this transaction. If the Seller is offering any closing costs or discount points you will see that in the FMLS & MLS print out.

AGENCY DISCLOSURE:

At RE/MAX Greater Atlanta, we prefer no subagency, and that you represent the buyer.

MY HOUSE IS NOT SOLD YET, CAN I MAKE A CONTINGENCY CONTRACT?

The Seller will not accept a contract if the primary home of the Buyer is not under contract. If the Buyer's primary home is under contract a copy of the sales contract must accompany the Buyer's Purchase and Sale Agreement. If you are keeping your primary home and buying a second, this does not apply as long as you prequalify.



□ closing documents. Possession is given at closing and at that time the Seller's liability ceases. The Seller □
□ further does not re-probate taxes after the closing. Remember to strike #18D in the Purchase and Sale Agreement and have the Buyers initial it.

CAN THE CONTRACT BE NEGOTIATED BY FAX?

A contract may be presented by fax. The Seller will normally respond by fax. If there is a Meeting of the Minds then please deliver to me no less than 2 originally signed contracts. Make sure all information has been typed in, including the Agent/ Broker information. Your company information as well as mine. Please also make sure that you have signed and initialed all contracts.

WHAT IS PREQUALIFIED MEAN?

Being prequalified means knowing how much home you can buy. A lender will run your credit report, take current financial information on your job status, etc... The results will be put in the form of a letter to be provided when you submit an offer, to show your credit worthiness, if the Seller is asked to pay closing costs, a good faith estimate will be required. We will need your FICO score with your prequal at time of offer.

CAN I MOVE IN PRIOR TO CLOSING?

No! Under most circumstances the actual closing date is called the day of funding. It is not required that the Purchaser signs off their side of the closing documents first. Please instruct the lender to have your package delivered to the closing attorney's office no less than three (3) days before closing.

HOW IS THE CLOSING ATTORNEY CHOSEN?

If the Seller is paying any portion of the closing costs, then the Seller has the right to choose the attorney for the closing. An attorney is most likely already working on this property including doing the Title Binder □
□ work, etc... We have found it much easier to continue using the same closing attorney which minimizes the time and costs. □

DOES THE SELLER OFFER A HOME WARRANTY PROGRAM ?

If the Seller is offering a Home Warranty Program, it will be listed on the FMLS/ MLS print outs. If the Seller is providing this policy, I will be responsible for ordering the policy. Do not duplicate.

WHO ELSE MUST APPROVE THE SALE OF THE PROPERTY?

You will see in the Exhibits a reference to MI approval or management approval. MI (Mortgage Insurance) company was involved when the original loan was foreclosed on and now that there is an offer they have to waive their interests. Management approval has many meanings. Most likely they are clearing any other interests in the property.

You will find that dealing with 3rd party companies is easier and less time consuming. Most offers are countered or accepted within 12-24 hours. Thank you for your time in previewing this home. If you have any further questions, please contact me at one of the numbers below.

IF YOU ARE AN INVESTOR:

If a contract is written as a cash contract and is switched to a loan contract, then the contract is automatically null and void. Hard Money loans are not cash terms.

If you are an investor and you are buying a home and plan to turn around and sell it, you must first close your contract with us prior to reselling the home again.

If you are an investor buying a property to resell and the second contract has been held up by no fault of the Seller's, you will be obligated to close the contract and/ or otherwise loose your Earnest Money. □