

SPECIAL STIPULATIONS CONTINUED

Property Address: _____
_____, Georgia _____

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties for this transaction.]

All parties acknowledge the following:

- 1. All parties are aware that this property was acquired through non-judicial foreclosure in the State of GA. There is no Seller's Disclosure. It is understood by all parties that the Seller's Addendum, if in conflict with GAR contract, will control unless in direct conflict with GA State Law.**
- 2. The Listing Broker may unknowingly list properties, and the Selling Broker may unknowingly show properties that contain mold. Molds are a type of fungus, some of which may potentially cause harm to humans. The brokers are not experts with regard to mold or health effects of mold exposure. Accordingly, it is the sole responsibility of the buyer to retain appropriate professionals to inspect any property that they may purchase to determine the presence of any mold.**
- 3. Time is of the essence. Purchaser acknowledges and understands the importance of diligently pursuing financing. Seller has negotiated this contract in accordance with the dates set forth herein and will claim damages if deemed Purchaser has failed to act diligently and in good faith. It is Purchaser's expressed responsibility to ensure that their lender processes their financing in a manner consistent with the terms of this contract. The financing contingency of this contract is automatically removed after 21 days from the binding agreement date, after which Buyer's earnest money will become non refundable and will be retained by Seller for any reason related to Buyer's inability to obtain financing.**
- 4. All parties acknowledge that the Seller has negotiated this contract in good faith based on the closing date stated in the offer. In the event buyer fails to close on the scheduled close date through no fault of the Seller, Seller may at his discretion, agree to extend the closing date. In the event Seller agrees to extend the closing date, buyer shall pay, in addition to the sales price, a per diem penalty, as outlined in the Seller addenda, per day, for each calendar day that the closing is extended. In addition seller may require additional non- refundable earnest money be deposited.**
- 5. All parties acknowledge that Seller reserves the right to select the closing attorney for this transaction. In cases of financing, closing Attorney may require 48-72 hours for processing closing documents. The Seller is a bank, and will not be present at the closing.**

Selling Broker's Initials: _____
(or Broker's Affiliated Licensee)

Buyer's Initials: _____

Listing Broker's Initials: _____
(or Broker's Affiliated Licensee)

Seller's Initials: _____