LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

PROPERTY DESCRIPTION: I/we offer and agree to Buy/Sell the property at:
(Municipal Address) _____________________________________________
City ___________________ Zip __________ Parish _________________ Louisiana,
(Legal Description) _____________________________________________

on lands and grounds measuring approximately ________________________
or as per record title, including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground, if owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: _____________________________________________

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

MINERAL RIGHTS: If SELLER transfers any mineral rights, they are to be transferred without warranty. % mineral rights owned by SELLER are to be reserved by SELLER and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting the Property for the sum of _____________________________________________ Dollars ($__________ ) (the "Sale Price").

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by BUYER, on ____________, 20____, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by SELLER and BUYER. At closing, BUYER must provide “good funds” if required by Louisiana statute LA R.S. 22:512 et seq. Security deposits are to be transferred to BUYER at Act of Sale.

OCCUPANCY: Occupancy/possession and transfer of keys are to be granted at Act of Sale unless mutually agreed upon in writing.

BUYER’S Initials ____________ SELLER’S Initials ____________
CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY: □ This sale is contingent on the sale of other property by the BUYER and the attached contingency clause addendum shall apply. □ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

□ ALL CASH SALE: BUYER warrants he has cash readily available to close the sale of this Property.

□ FINANCED SALE: This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan. The sum of $______________ or ______% of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____% per annum, interest and principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other terms as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to SELLER. The loan shall be secured by a □ Fixed Rate Mortgage; □ Adjustable Rate Mortgage; □ VA Guaranteed Mortgage; □ FHA Insured Mortgage; □ Owner Financing; □ Bond Financing; □ Other. Fees paid by SELLER that are required by lender, if any, shall not exceed $______________ BUYER agrees to pay discount points not to exceed _____% of the loan amount. Other financing conditions:

In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application within _____ calendar days after acceptance of this offer or any counteroffer. Written proof from the lender that the application has been made shall be supplied by BUYER to the SELLER. Final loan approval shall be obtained on or prior to _____________. Any extension of this date shall be in writing and shall be signed by all parties. BUYER authorizes and instructs lender to release to SELLER, or SELLER'S Broker or Designated Agent, written verification of the loan application and final loan approval.

PRORATION/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, assessments, condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance and other costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and SELLER closing fees, if any, shall be paid by SELLER. Seller shall pay all previous years taxes, assessments, condominium dues, assessments and/or dues owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written agreement as of the date of the Act of Sale, are to be paid by Seller.

APPRaisal: □ This sale is NOT conditioned on appraisal. □ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and BUYER'S request for SELLER to reduce the Sale Price. Within ____________ (_____ ) calendar days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

DEPOSIT: Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by all terms and conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of acceptance of the offer a deposit (the "Deposit") in the amount of $______________ or _____% of the Sale Price to be paid in the form of: □ Cash $______________ □ Promissory Note $______________

The Deposit shall be held by _____________.

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 152 through 167 of this Agreement;

2) If this Agreement is subject to BUYER’S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 97 through 99 of this Agreement but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;

3) If the BUYER continues the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 87 through 94 of this Agreement;

4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 124 through 128 of this Agreement;

5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 168 through 174.

LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon BUYER’s receipt of a copy of all written leases (excluding mineral leases) and unpaid special assessments from SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify SELLER in writing of BUYER’S intent to terminate the Agreement.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one: [ ] A new home construction addendum, with additional terms and conditions, is attached. [ ] There is no new home construction addendum.

INSPECTION AND DUE DILIGENCE: BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY’S APPARENT CURRENT CONDITION; ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

BUYER shall have an inspection period of (_____) calendar days, commencing the first day after acceptance of this Agreement wherein, BUYER may, at BUYER’S expense, have any inspections made by experts or others of his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, square footage, school district, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER’S Property Disclosure Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the following options within the inspection period:

Option 1: BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void, or
Option 2: BUYER may elect in writing the deficiencies and desired remedies and SELLER will within seventy two (72) hours respond in writing as to SELLER’S willingness to remedy those deficiencies ("SELLER’S Response").

Should SELLER in the SELLER’S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then BUYER shall have seventy-two (72) hours from the date of SELLER’S Response or seventy-two (72) hours from the date that SELLER’S Response was due, whichever is earlier, to: (a) accept SELLER’S Response to BUYER’S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. BUYER’S response shall be in writing. Upon BUYER’S failure to respond to the SELLER’S Response by the time specified or BUYER’S election, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND DESIRED REMEDIES TO SELLER (OR SELLER’S DESIGNATED AGENT) AS SET FORTH IN LINES 141 THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF THE PROPERTY’S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE: In the event there is a private water system or private sewerage system on
the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage system, in accordance with the appropriate governmental entity. An approved sewerage and/or water inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate governmental agency. The approved inspection and test on the water and/or sewerage system are to be furnished and paid for by the SELLER. Any private water system or private sewerage system repairs necessary to obtain approved inspection certificate will be paid by SELLER.

HOME SERVICE/WARRANTY: A home service/warranty plan will not be purchased at the closing of sale at a cost not to exceed $______________ to be paid by BUYER SELLER Neither and ordered by . It is understood that Agent/Broker may receive compensation from the home warranty company for actual services performed. The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

☐ A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq.

☐ B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive, relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this clause shall be made a part of the Act of Sale.

☐ C. NEW HOME WARRANTIES. Notwithstanding lines 185 through 195 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

MERCHANTABLE TITLE/CURATIVE WORK: SELLER shall deliver to BUYER a merchantable title at SELLER's costs (see lines 207 through 209). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than ______ day(s) from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by SELLER. SELLER makes good faith efforts to deliver merchantable title.

SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual costs incurred in processing of sale as well as legal fees incurred by BUYER.

FINAL WALK THROUGH: BUYER shall have the right to re-inspect the Property within five (5) days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

DEFAULT OF AGREEMENT BY SELLER: In the event of any other default of this Agreement by SELLER except as set forth in lines 110 through 122 or lines 208 through 212, BUYER shall at BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.
DEFAULT AGREEMENT BY BUYER: In the event of any other default of this Agreement by BUYER except as set forth in lines 103 through 122, SELLER shall have at SELLER’s option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:
1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website http://www.epa.gov/iaq/molds/index.html. By initialing this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA website enabling BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the database is http://www.lsp.org/socpr/default.html. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 86614, Box A-6, Baton Rouge, Louisiana 70896.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All “calendar days” as used in this Agreement shall end at 12:00 midnight in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing. Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER has or will independently investigate all conditions and characteristics of the Property which are important to BUYER. BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; BUYER understands any representative desired by BUYER may perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government’s hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

☐ Contingency for Sale of Buyer's Other Property Addendum
☐ Condominium Addendum
☐ FHA Amendatory Clause
☐ New Construction Addendum

BUYER’S Initials _______ _______ Page 5 of 6 SELLER’S Initials _______ _______

ABS Rev. 01/01/11
If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. Notice of this acceptance may be communicated by facsimile transmission or electronic signature. The original of this document shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

CONTRACT: This is a legally binding contract when signed by both SELLER and BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein in writing are void and of no force and effect.

EXPIRATION OF OFFER:
This offer is binding and irrevocable until ______________________ AM/PM/MIDNIGHT/NOON.

X

☐ Buyer's/☐ Seller's Signature Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)
Street Address
City, State, Zip
Last 4-digits of SSN Telephone Number Cell
Telephone Number:Home Telephone Number:Work
E-Mail Address

This offer was presented to the Seller/Buyer by ____________________________ Day/Date/Time AM/PM MIDNIGHT/NOON

This offer is: ☐ Accepted ☐ Rejected (without counter) ☐ Countered (See Attached Counter) by:

X

☐ Buyer's/☐ Seller's Signature Date/Time

Print Buyer's/Seller's Full Name (First, Middle, Last)
Street Address
City, State, Zip
Last 4-digits of SSN Telephone Number Cell
Telephone Number:Home Telephone Number:Work
E-Mail Address

This counter offer was presented to the Seller/Buyer by ____________________________ Day/Date/Time AM/PM MIDNIGHT/NOON

BUYER'S Initials ________ Page 6 of 6 SELLER'S Initials ________
LIST OF ADDENDA

Addendum (general) (nwlar #16)
Back-up Contract (nwlar #1)
Closing of Buyer’s Property-contingency (nwlar #2)
Closing Costs (Buyer/Seller) (nwlar #18)
Condominium Addendum (nwlar #20)
Contracting to Purchase Home (Seller)-contingency (nwlar #3)
Counter Offer (nwlar #14)
Employment Transfers – contingency (nwlar #5)
Engineer’s Report (satisfactory to Buyer) – contingency (nwlar #7)
Engineer’s Report accepted by Buyer (nwlar #8)
Extension of Offer/Counter Offer (nwlar #17)
Gift Letter (Buyer to Furnish) – contingency (nwlar #9)
HUD Amendatory Clause Certification (nwlar #19)
Insurance Claim (roof) – Seller to submit - contingency (nwlar #11)
Lender to Furnish Letter for buyer to Seller – contingency (nwlar #10)
Occupancy Agreement (post-occupancy) #13
Occupancy Agreement (pre-occupancy) nwlar #12
Redhibition – Civil Code Articles (nwlar #15)
Release from Previous Offer (Buyer) – contingency (nwlar #4)
Survey – contingency (nwlar #6)
The following terms are added to the Louisiana Residential Agreement to Buy or Sell dated ________________ (the "Agreement") between Buyer and Seller attached hereto.

NOT WITHSTANDING ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE PROVISIONS IN THIS ADDENDUM SHALL CONTROL.

X
Sign Buyer's Full Name (First, Middle, Last)

Print Buyer's Full Name

______ a.m./p.m.,
Day Date Time

X
Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

______ a.m./p.m.,
Day Date Time
ADDENDUM #__________
CONTINGENT ON CLOSING OF BUYER'S PROPERTY

The following paragraphs are added to the Louisiana Residential Agreement to Buy or Sell (the "Agreement") between Buyer and Seller attached hereto:

Check A or B or C

A. This contract is contingent upon the closing of the sale of the Buyer's property at __________________________(address), which is currently under contract and scheduled to close by __________________________(date).

B. This contract is contingent upon the closing of the sale of Buyer's property at __________________________(address), which is not under contract and is on the market listed by __________________________(listing firm).

C. __________________________

It is further understood and agreed that Seller will continue to market the Property until such time as Buyer, by written notification, removes the above-stated contingency as a condition for performance of the Agreement or until the listing expires. During the period that the property remains on the market, should Seller receive an acceptable offer, the Seller's designated agent shall notify the Buyer's designated agent in writing. Seller shall grant Buyer a _____ hour period from receipt of Seller's notification to Buyer within which Buyer must remove the contingency in writing. Failure of Buyer to remove the contingency in writing within the time allotted above shall cause the entire Agreement to be null and void with no obligation or liability for performance or repayment of any of Buyer's expense by Seller except Seller shall return the Deposit to Buyer.

If the contingency is removed by Buyer, all financing contingencies of this final agreement are automatically removed and all other terms of the Agreement remain in full force and effect. Buyer is to supply a letter from Buyer's lending institution stating that purchase is approved for the stated financing in the contract subject to only the title, appraisal, and termite certificate, if necessary, and without selling current home. Buyer hereby specifically waives the contingency of selling the property listed above.

NOTWITHSTANDING ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE PROVISIONS IN THIS ADDENDUM SHALL CONTROL.

Buyer__________________ Seller__________________
Buyer__________________ Seller__________________ a.m./p.m., a.m./p.m.

Day__________ Date__________ Time__________ Day__________ Date__________ Time__________
Rev. 12/07 NWLAR #2

Rev. 12/07 NWLAR #2
COUNTER OFFER #________

__________________________  ____________________________ (Date)
(A.M.) (P.M.)

The undersigned hereby makes the following Counter Offer to the Louisiana Residential
Agreement to Buy or Sell (the "Agreement") dated ___________________________
concerning Property at: ____________________________ in ____________________________ City; ____________________________ Parish;
Louisiana between ____________________________ and ____________________________ as Seller(s) and
__________________________ as Buyer(s).

REFERENCE LINE NUMBERS FOR EACH COUNTER POINT FROM AGREEMENT

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN
EFFECT EXCEPT AS MODIFIED BY THIS COUNTER OFFER. NOTWITHSTANDING
ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL
SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR
CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE
PROVISIONS IN THIS ADDENDUM SHALL CONTROL.

This Counter Offer is void if not accepted in writing on or before ________ a.m./p.m.
(Midnight) on ____________________________ (Date).
Buyer__________________________  Seller__________________________
Buyer__________________________  Seller__________________________
__________________________  ____________________________
__________________________  ____________________________ a.m./p.m.,
Day  Date  Time  Day  Date  Time
received by: ____________________________ (Designated Agent's Signature)
at ________ (A.M.) (P.M.) on ____________________________ (Date).

ACCEPTANCE OF COUNTER OFFER

The above Counter Offer is hereby accepted at ________ (A.M.) (P.M.)
(Date).
Buyer__________________________  Seller__________________________
Buyer__________________________  Seller__________________________
__________________________  ____________________________
__________________________  ____________________________ a.m./p.m.,
Day  Date  Time  Day  Date  Time
received by: ____________________________ (Selling Agent's Signature)
at ________ (A.M.) (P.M.) on ____________________________ (Date).

Rev. 12/07
NWLAR #14
ADDENDUM #____

____ EXTENSION OF OFFER
____ EXTENSION OF COUNTER OFFER

____(a.m.)(p.m.) _______________________________(Date)

This is to advise you that my/our offer to purchase the above-referenced Property pursuant to the terms set forth in the Louisiana Residential Agreement to Buy or Sell signed by Buyers dated ______________________ (the “Agreement”) is hereby extended to ______________________ (Date), ______(a.m.)(p.m.)(noon)(midnight).

The offer remains binding and irrevocable until date and time set forth in Line 6 of this Addendum. All other terms and conditions within the Agreement remain unchanged.

NOTWITHSTANDING ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE PROVISIONS IN THIS ADDENDUM SHALL CONTROL.

Buyer_________________________________ Seller_________________________________
Buyer_________________________________ Seller_________________________________
____________________ a.m./p.m., ______________________ a.m./p.m.
Day Date Time Day Date Time

Rev. 2/08 NWLAR #17
AMENDATORY CLAUSE

ADDENDUM 

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $ _________. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

The dollar amount to be inserted in the amending clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amending clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amending clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

I/We hereby certify all terms stated in the Sales contract by and between_________________________ (seller)

_________________________ (seller) and ________________________ (buyer)

_________________________ (buyer) dated ________________________ on the property located at ________________________ (property address)

_________________________ (buyer) (date)

are true to the best of my knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to the Sales Agreement.

Buyer_________________________ Seller_________________________

Buyer_________________________ Seller_________________________

Date____________TIME____ a.m./p.m. Date____________TIME____ a.m./p.m.

WARNING: Section 1010 of Title 18 U.S.C. "Federal Housing Administration Transaction" provides "whoever, for the purposes of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than $5,000.00 or imprisoned not more than two years, or both." Other Federal Statutes provide severe penalties for any fraud as intentional misrepresentation made for the purpose of influencing the Issuance of any guaranty or insurance or the making of any loan by the Administrator for Veteran Affairs.

NOTWITHSTANDING ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE PROVISIONS IN THIS ADDENDUM SHALL CONTROL.
POST OCCUPANCY AGREEMENT
ADDENDUM #_______

TODAY’S DATE: ____________________________________________

BUYER: _________________________________________________

SELLER: _________________________________________________

PROPERTY ADDRESS: _______________________________________

BUY/SELL AGREEMENT DATE: ______________________________

To Whom It May Concern:
1. Buyer to be given possession of property on ____________ @ ____________.

2. Seller agrees to pay Buyer ____________. This is good for ____ days of rent. Rent is based on ______ per day.

3. Property Condition: Property is to be delivered to Buyer in its present or required improved condition as noted in the Buy/Sell Agreement.

4. Buyer will provide hazard insurance on the property. Seller is advised to obtain renter’s insurance or some type of content insurance.

5. Seller Agrees to:
   a. Maintain utility services in the Seller’s name until move out date.
   b. Maintain lawn and landscaping.
   c. Indemnify and hold Buyer, all Agents and Brokers, harmless from any and all claims, demands, actions, and causes of action, damages, expenses, losses, or liabilities arising in any way, from or out of Seller’s occupancy, use or enjoyment of the subject property, prior to Buyer’s possession of the property.

6. If any provision of this agreement is in conflict with the Buy/Sell Agreement, then this Occupancy Agreement will prevail. This agreement shall expire at Buyer’s possession of property.

NOTWITHSTANDING ANY PREPRINTED PROVISIONS OF THIS AGREEMENT, THIS PROVISION SHALL SUPERSEDE THE SAME. IF ANY OF THE TERMS ON THIS ADDENDUM VARY OR CONFLICT WITH ANY PREPRINTED PROVISIONS OF THE AGREEMENT, THE PROVISIONS IN THIS ADDENDUM SHALL CONTROL.

Buyer_________________________________ Seller_________________________
Buyer_________________________________ Seller_________________________
Date_____________TIME___a.m./p.m. Date_____________TIME___a.m./p.m.

Rev. 12/07

NWLAR #13