

**ADDENDUM "A"**  
**FIRST ADDENDUM TO CONTRACT**

**INDYMAC BANK ASSET NUMBER:** \_\_\_\_\_ **Seller Indymac Bank FSB**

**Buyer:** \_\_\_\_\_ **Buyer** \_\_\_\_\_

**Property Address** \_\_\_\_\_ **City/State** \_\_\_\_\_  
"a/k/a/ Subject Property"

**Date** \_\_\_\_\_ (of even date with contract of purchase attached hereto)

**BUYER(S) AND SELLER AGREE AS FOLLOWS:**

**(A) OFFER AND ACCEPTANCE:**

Buyer is aware of the following: (i) Seller has reserved the right to make multiple counter-offers on this property; (ii) Seller reserves the right to continue to offer the Property for sale until this offer has been formally accepted in writing; (iii) acceptance of this offer or any counter-offers hereto is subject to Indymac Bank FSB's Executive Committee's approval; (iv) This offer shall expire on \_\_\_\_\_ at 5:00 PM EST. Any decision as to Buyer's acceptance of this offer shall be approved by Indymac Bank FSB's Executive Committee. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this offer to Seller, or Seller's agent shall revoke this counter-offer. Communication of acceptance of this counter-offer must be received by Seller in writing prior to the expiration of the time frame specified above and may be in the form of a facsimile, e-mail, or hard copy via mail so long as receipt of delivery can be confirmed.

**(B) RECAP OF CONTRACT TERMS AND "DEFINITIONS":**

- (i) Sale Price to be \$ \_\_\_\_\_.
- (ii) Earnest Money Deposit [hereinafter to be referred to as "Earnest Money Deposit or Initial Deposit"] to be \$ \_\_\_\_\_ at the signing of contract.
- (iii) Additional deposit(s) [hereinafter to be referred to as "Additional Deposit"] of \$ \_\_\_\_\_ shall also be required upon the removal of all inspection contingencies.
- (iv) Balance of the Sales price in the amount of \$ \_\_\_\_\_ to be paid by wire transfer at closing.
- (v) **Definition of DEPOSIT:** "DEPOSIT" shall be used to refer to the sum/totality/combination of the Earnest Money Deposit, Additional Deposit(s) and any other subsequent deposits held in escrow or otherwise intended to be applied toward Sales price. The DEPOSIT is considered to be "hard money" and non-refundable with the exception of the financing contingency and other exceptions as may be defined later herein.
- (vi) **Definition of COSTS:** Any amounts incurred by Buyer in connection with the purchase of the Subject Property, the Contract, and/or the Addendum, including but not limited to attorneys fees, inspection fees, title search fees, or repair costs. A Buyer's Expense, as defined in Paragraph E(ii) does not fall into the definition of Costs.
- (vii) **Definition of BUYER:** All Buyers on the Contract and Addendum shall be collectively referred to as "Buyer".
- (viii) **Closing date on or before** \_\_\_\_\_

**(C) CONFLICT BETWEEN SALES CONTRACT AND FIRST ADDENDUM TO CONTRACT:** In the event any provision of this First Addendum To Contract [hereinafter to be referred to as "Addendum"] dated \_\_\_\_\_ conflicts in whole or in part with any of the terms of the sales contract [hereinafter to be referred to as "Contract"] between Buyer and Seller, then the provisions of the First Addendum shall control.

\_\_\_\_\_ (Buyer's Initials)

**(D) ASSIGNMENT OF CONTRACT:** Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under this Contract. If Buyer attempts to or actually assigns or delegates the Contract and/or Addendum without obtaining Seller's prior written consent, then both the Contract and Addendum may be deemed null and void at Seller's discretion. In the event that Seller chooses to nullify the Contract and Addendum for this reason, then Seller shall not be required to refund Deposit or Costs to Buyer.

**(E) NO REPRESENTATIONS OR WARRANTIES: PROPERTY SOLD "AS IS"**

Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Contract) is being sold as-is, where-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by the Seller through foreclosure action, therefore, the Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the Property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition, pool or related equipment. Seller makes no representations or warranties as to any of the above, the condition of the Property, the Property's systems, the serviceability or fitness for a particular use of the Property, or any component of the Property. Buyer agrees that in contracting to buy the Property, Buyer has not relied to their detriment upon any representation or warranty made by the Seller, any parent, subsidiary or affiliate thereof, or any of its officers, directors, employees, agents or representatives.

**(F) FINANCING CONTINGENCY**

      /       (1) **Sale Contingent on Mortgage Financing**

- (i) **Deadline for Commitment:** This Contract is subject to the condition that on or before the deadline [hereinafter to be referred to as "Deadline"] of \_\_\_\_\_, Buyer shall secure, or there shall be made available to Buyer, a written commitment for a loan to be secured by a mortgage or deed of trust on the property in the amount of \$\_\_\_\_\_, or such lesser sum as Buyer accepts. If Financing Declined Notification is provided by close of Deadline date, then this Contract shall become null and void and Deposit shall be returned to Buyer. If neither a Commitment nor a Notification is provided by close of Deadline date, then this contract shall remain in full force and effect without any loan contingencies.
- (ii) **Buyer's Expense:** Buyer shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Any delays caused by Buyer's Lender, whether a result of Buyer's conduct or not, shall constitute a default by Buyer.
- (iii) **Buyer's Authorization for Lender:** Buyer hereby authorizes the Lender (and/or its successors and assigns) to discuss with Indymac Bank FSB the buyers loan application including, but not limited to, the buyer's credit history (including Credit Report), income, debts and the progress of the entire loan application.
- (iii) **Buyer's Authorization for Indymac Bank :** Buyer hereby authorizes Indymac Bank FSB or other investigative agency employed by Indymac Bank FSB to investigate buyers ability to purchase under the terms and conditions of the contract to purchase and Addendum A including but not limited to the ordering of a credit history from a credit reporting agency and discussion of buyers loan application with the Lender and or their successors or assigns. Buyer shall be entitled, upon request, to a complete and accurate disclosure of the nature and scope of any investigation.

\_\_\_\_\_ (Buyer's Initials)

(\_\_\_)/(\_\_\_) (2) **All Cash Transaction**

This is an all-cash sale and purchase, and is NOT contingent upon Buyer's obtaining financing for the purchase of the Property regardless of any mortgage loan application made by the Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor the Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligation under this Contract. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property. If Buyer is unable to submit cash at time of closing date to Seller, then Seller shall be entitled to retain the Deposit.

**(G) CLOSING COSTS**

Buyer agrees to pay all allowable closing costs on behalf of the Buyer, including the cost of a lenders title insurance policy if applicable. Buyer understands that they may also have to pay certain prepayable expenses, including, but not limited to, adjustments for short term interest, taxes, water and sewer charges, insurance, MIP or PMI. Buyer understands that if they obtain an FHA or PMI mortgage, the MIP or PMI premium will be added to the mortgage amount and increase their monthly payment. **Buyer will pay to Indymac Bank a document review fee of Seventy Five Dollars (\$75.00). This fee will be collected by the Closing Agent/Attorney and is to be disbursed by check to Indymac Bank REO Dept.**

**Atten: \_\_\_\_\_ 7700 West Parmer Lane, Bldg D Austin TX 78729**

**(H) INSPECTIONS**

Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this offer, shall have the opportunity to inspect the Property including, but not limited to, environmental, asbestos, radon gas, lead paint, mold, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and boundary surveys. Any and all costs and expenses associated with this inspection shall be referred to as "inspection costs". If the sale fails to close due to an issue stemming from this inspection, Seller shall not be required to reimburse Buyer for inspection costs. Seller does not supply "surveys, boundary surveys or footprint surveys".

**BUYER IS ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS PRIOR TO THE END OF THE SEVEN (7) CALENDAR DAY INSPECTION PERIOD, AS THE EXISTENCE OF CERTAIN CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE, COULD CAUSE SERIOUS HEALTH PROBLEMS AND/OR A SUBSTANTIAL REDUCTION IN PROPERTY VALUE.** Buyer is hereby notified and agrees that Buyer is solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to a condition in, on or around the property.

If Buyer does not give to Seller written notice of cancellation, for any reason, by the close of business on the deadline of the inspection period as defined by the Sales Contract [hereinafter "Inspection Period deadline"] between Buyer and Seller, then Buyer shall conclusively be deemed to have: (i) completed all inspections, investigations, review of applicable documents and disclosures and removed all contingencies; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Buyer timely objects to the condition of the Property by the Inspection Period deadline, then Buyer, at their sole option, may terminate this contract and neither party shall have any further obligations hereto. As a condition to Buyer's termination under the inspection period, Buyer agrees to submit any and all written reports as to such inspections within three (3) calendar days following the close of the Inspection Period Deadline after which time Seller will immediately refund the Deposit to Buyer.

\_\_\_\_\_ (Buyer's Initials)

**(I) SELLER'S UNLIMITED RIGHT TO CANCEL CONTRACT AND/OR ADDENDUM:**  
**AT ANY TIME AFTER THE EXECUTION BY SELLER OF EITHER THE CONTRACT OR THE**  
**ADDENDUM, SELLER SHALL HAVE THE UNLIMITED RIGHT, AND AT ITS COMPLETE**  
**DISCRETION, TO ELECT TO DEEM THE SALES CONTRACT AND/OR ADDENDUM**  
**BETWEEN BUYER AND SELLER NULL AND VOID AND NOT CLOSE THE TRANSACTION**  
**FOR ANY REASON AND THE PARTIES SHALL BE RESTORED TO THEIR ORIGINAL**  
**POSITIONS AS IF THE CONTRACT AND ADDENDUM NEVER EXISTED. SHOULD SELLER**  
**EXERCISE ITS DECISION TO NULLIFY THE CONTRACT AND/OR ADDENDUM, THEN**  
**SELLER SHALL RETURN THE DEPOSIT, AS DEFINED IN PARAGRAPH B(5) TO BUYER.**  
**HOWEVER, IT IS SELLER'S SOLE DECISION AS TO WHETHER OR NOT IT WILL**  
**REIMBURSE BUYER FOR ANY COSTS AS DEFINED IN PARAGRAPH B(6) OR OTHERWISE.**  
**THE BUYERS AGREE THAT SHOULD SELLER CANCEL THE SALE FOR ANY REASON**  
**THAT THEY WAIVE THEIR RIGHT TO SUE FOR SPECIFIC PERFORMANCE AND/OR**  
**DAMAGES AND FULLY RELEASE SELLER AS FURTHER SET FORTH IN RELEASE**  
**CONTAINED WITHIN PARAGRAPH W HEREIN.**

\_\_\_\_\_ (Buyer's Initials) \_\_\_\_\_ (Buyer's Initials)  
I HAVE READ THIS PARAGRAPH AND I AM INITIALING TO  
VERIFY THAT I ACCEPT IT AS PART OF THE CONTRACT AND  
ADDENDUM.

**(J) REPAIRS**

Any repairs to the Property identified by Buyer or which may be required by any lending institution to which Buyer may have applied ("Repairs") are the responsibility of the Buyer. The Seller will be under no obligation whatsoever to make any Repairs to the Property. Buyer agrees not to enter the Property prior to Closing for the purpose of making any repairs or alterations without Sellers express written consent.

**(K) LIQUIDATED DAMAGES-DEPOSIT**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHT AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF BUYER INTERFERES WITH OR MAKES ANY ATTEMPT TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTIONS TO ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO BUYER AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW AND IN EQUITY, AND SELLER SHALL HAVE THE RIGHT TO REQUIRE THAT BUYER SPECIFICALLY PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT.

\_\_\_\_\_ (Buyer's Initials)

**(L) SELLERS CLOSING COSTS AND BROKERAGE COMMISSION**

If necessary to complete a transaction, Seller will contribute up to:

(i) \$ \_\_\_\_\_ towards Buyer's non-recurring closing costs, discount points, and, if applicable, Buyer's Non-allowable FHA/VA costs; (ii) \$ \_\_\_\_\_ as a credit to Buyer at closing for Buyer to purchase a Home Protection Plan; and (iii) \$ \_\_\_\_\_ towards a termite report.

Seller will pay a brokerage commission in accordance with the listing agreement between the listing broker and the seller. The selling broker, if any, is recognized below. Seller hereby instructs the closing agent to pay the brokerage commission at closing via separate checks made out to the following companies, in the following amounts:

Listing Broker Fee: Payable to: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
Selling Broker Fee: Payable to: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**(M) TRANSFER OF TITLE AND SUBSEQUENT NOTICE OF COSTS/LIENS/ASSESSMENTS**

Seller will transfer title by means of a special or limited warranty deed, or an equivalent thereof (the "Deed"). The acceptance of the Deed by the Buyer will be deemed to constitute full compliance by the Seller with all of the terms and conditions of the Contract and this First Addendum. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner association fees and charges, utility charges or any other charges not readily obtainable from a title search prior to closing. SPECIFICALLY, IF AT ANY TIME AFTER THE DATE OF CLOSING, THE BUYER OR THEIR ASSIGNS OBTAIN ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS/LIENS/ASSESSMENTS/JUDGMENTS ASSOCIATED WITH THE SUBJECT PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING, INCLUDING BUT NOT LIMITED TO CODE VIOLATIONS, TAXES, UTILITY LIENS, CONDOMINIUM ASSESSMENTS, THE BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND RELEASES SELLER FOR ANY AND ALL LIABILITY IN CONNECTION THERETO, WHETHER OR NOT THE SELLER OWNED THE PROPERTY AT THE TIME SAID COSTS WERE ASSESSED OR INCURRED AND WHETHER OR NOT SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SAID COSTS/LIENS/ASSESSMENTS/JUDGMENTS. Buyer is responsible for verifying any possible liens/judgments/assessments that may not be of record and releases Seller from any and all liability and as also set forth in the Release contained herein in Paragraph W. None of the provisions of the Contract or the First Addendum will survive the delivery of the Deed.

**(N) TITLE AGENT**

Seller shall pay the title examination fee and the premium for the title insurance policy and SELLER shall also select the title agent issuing same. Buyer shall pay their customary closing fee to the closing/title agent. If buyer obtains a mortgage loan in connection with this purchase, the buyer will pay any premium of a mortgagee title policy. The buyer is entitle to legal representation at the closing and may elect to have such representation at buyers expense. All closing transactions will be held at a time and location selected by seller. It is the sellers intent to deliver an owner's title insurance policy in lieu of an abstract in the customary abstract states. The buyer hereby accepts the title insurance in lieu of an abstract if applicable.

**(O) INSURANCE POLICIES**

Seller's insurance policies on the subject property of the closing are not transferable, and will not be prorated at Closing.

\_\_\_\_\_ (Buyer's Initials)

**(P) TITLE DEFECTS**

In the event that a title defect is discovered prior to closing date, then Seller shall have the unlimited right to be entitled to a thirty (30) day extension within which to resolve any title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. This additional period thirty (30) day period shall hereinafter be referred to as "Extended Closing Period". If, within such Extended Closing Period, the Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters then the buyer may elect to: (1) take title to the subject property in its then state, thereby waiving any title objections, or (2) terminate the contract and receive a refund of the Deposit as defined in Paragraph B(5) which is Buyer's sole and exclusive remedy against Seller for Seller's inability to deliver clear and marketable title and fully releases seller as fully set forth in Paragraph W contained herein.

**(Q) ( )/( ) LEAD-BASED PAINT CONTINGENCY**

Buyer's obligation to close this transaction is contingent upon Buyer conducting a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, at the Buyer's sole cost and expense, on or before 5pm eastern time on that date ten (10) days from the Contract Date (the "LBP Test Period"). Intact lead-based paint that is in good condition is not necessarily a hazard (see the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the expiration of the LBP Test Period unless Buyer delivers to Seller written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's sole discretion, within ten(10)days after delivery of the notice, elect in writing whether to correct the condition(s) prior to settlement. If Seller elects to correct the condition, Seller shall, upon completion of the correction(s), furnish to Buyer certification from a risk assessor or inspector demonstrating that the condition has been remedied. If Seller does not elect to make the repairs, or if Seller counter-offers, Buyer shall have five (5) days to respond to the counter-offer or remove this contingency and take the Property in "as is" condition or this Agreement shall become void. Buyer may remove this contingency at any time without cause.

**(R) ( )/( ) WAIVER OF LEAD-BASED PAINT INSPECTION PERIOD; SELLER'S REPRESENTATION'S**

Buyer acknowledges that it has had the opportunity to undertake studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the presence of lead-based paint and/or lead-based paint hazards on the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations as a condition to the completion of the Closing under the terms of this Agreement, Buyer has knowingly and voluntarily done so. Buyer understands and acknowledges that the Property may have been built prior to 1978 and lead-based paint and/or lead-based paint hazards may be present on the Property. In accordance with the Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, attached to this Agreement as Exhibit "H" and made part hereof, Seller attaches the Disclosure of Information on Lead Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement. Seller shall have no responsibility or liability with respect to any such occurrence of lead-based paint. It is understood by the parties that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller or its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that Seller and Seller's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

\_\_\_\_\_ (Buyer's Initials)

**(S) CLOSING DATE / TIME OF THE ESSENCE**

It is agreed that time is of the essence with respect to all dates specified in the Contract and any addenda, riders or amendments thereto. This means that all deadlines are intended to be strict and absolute. In the event Buyer fails to close on the scheduled closing date through no fault of the Seller, Seller may, in its discretion, agree to extend the closing date for up to 10 days. In the event seller agrees to extend the closing date, buyer shall pay, in addition to the Sale Price, a (1) \$300.00 fee for the extension, and (2) a per diem penalty of \$100.00 (\$150.00 per diem if this is a cash offer) for each day that the closing day is extended to the maximum of 10 days. In addition, there shall be a per diem penalty of \$20.00 deducted from the selling broker's commission for each day that the closing is extended beyond the scheduled closing date.

Buyer assumes all liability in providing all necessary information to their lender. Furthermore, Buyer shall instruct their lender and attorney to work in conjunction with the brokers to ensure a timely closing. The Broker and Co-Broker if applicable, shall assume all responsibility for follow-up with the Buyer, any lender or mortgage representative involved in financing this transaction, and either party's attorney and/or title company to ensure that there is no delay in closing. Purchaser will not be given possession, or may not occupy the premises prior to closing and disbursement of sale proceeds.

**(T) NO ALTERATIONS PERMITTED WITHOUT PRIOR CONSENT:** Purchaser shall be considered in default of the Contract of Sale in the event Purchaser occupies or alters the property or permits it to be altered unless provided for in the Contract for Sale or unless prior written consent has been obtained from the Seller. Buyer shall be required to return the subject property to its original condition, at their own expense, should Seller so request in writing.

**(U) TERMINATION OF CONTRACT**

In the event the Contract is terminated by Seller pursuant to any provision of the Contract, this First Addendum, any other addendum, or in the event Seller is otherwise unable to or elects not to perform this contract, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another.

**(V) SEVERABILITY**

If any provisions of this Addendum shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Addendum or the Sales Contract.

\_\_\_\_\_ (Buyer's Initials)

**(W) RELEASE**

In consideration of the sale of the Property to the Buyer, and/or in consideration of Seller paying title examination fee and the premium for the title insurance policy, receipt of which is hereby acknowledged, upon the effective date of the Contract, Buyer does hereby release and agree to indemnify, hold harmless and forever discharge the Seller, as owner of the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Buyer may now have or at any time in the future including but not limited to the Offer and Acceptance (Paragraph A), the Conflict Provision (Paragraph C), Assignment issues (Paragraph D), Representations (Paragraph E), Financing Contingency (Paragraph F ), Inspection issues (Paragraph H ), Seller's exercise of its unlimited right to cancel Contract and Addendum (Paragraph I ), Repairs (Paragraph J), Seller's definition of liquidated damages (Paragraph K ), Subsequent Notice of Liens (Paragraph M), Seller's ability to Transfer Title (Paragraphs N and P ), Repairs, Lead Based Contingency Issues (Paragraphs Q and R ), and Prohibition on Alterations to Property (Paragraph T). Buyer further expressly waives the (a) remedy of specific performance on account of Seller's default under this Agreement for any reason, and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of this Property.

**Seller:** \_\_\_\_\_  
**INDYMAC BANK FSB**

**Date** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

**Listing agent:**

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

**Buyer's agent:**

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_