



USDA-RD LOAN EXHIBIT “ _____ ”



2015 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, Georgia _____.

1. Application. Buyer shall have _____ days from the Binding Agreement Date (“Mortgage Loan Application Period”) to apply for a United States Department of Agriculture (USDA) Rural Development (RD) loan or loans described below (“Loan(s)”) and deliver to Seller either: (a) a Good Faith Estimate meeting current HUD requirements for Loan(s) applied for prior to August 1, 2015; (b) a letter from a lender showing the date upon which the Buyer completed the loan application; or (c) a Loan Estimate meeting Consumer Financial Protection Bureau rules for Loan(s) applied for on or after August 1, 2015. If Buyer has agreed to apply for a mortgage loan with a lender identified below, the Good Faith Estimate or Lender Letter must be from one or more of those lenders. [Select below. All Loan terms must be filled in].

Table with 7 columns: A, FIRST MORTGAGE LOAN, Loan Amount, Term, Interest Rate (at par), Rate Type, Source Of Loans Term. Includes checkboxes for Fixed/Adjustable and Institutional.

2. Buyer to Apply for Loan Approval with Agreed Upon Mortgage Lender. Buyer agrees to apply for approval of the Loan(s) with at least one of the mortgage Lenders, if any, identified as below: _____

While Buyer is required to apply for approval of the Loan(s) with at least one of the lenders, if any, identified above, nothing herein shall require Buyer to obtain mortgage financing from any such lender. Buyer may also pursue different loans than the Loan(s) described above. However, the denial of such other loans may not be a basis for Buyer to terminate this Agreement.

3. Financing Contingency. Buyer shall have _____ days from the Binding Agreement Date (“Financing Contingency Period”) to determine if Buyer has the ability to obtain the institutional mortgage loan(s) described above. Buyer shall be deemed to have the ability to obtain such Loan(s), the financing contingency shall be satisfied and the Agreement no longer subject to a financing contingency, unless prior to the end of the Financing Contingency Period, Buyer causes to be delivered to Seller a letter from an institutional mortgage lender licensed to do business in Georgia denying one or both of the above-described Loan(s) which letter is based upon the lender’s customary and standard underwriting criteria (“Loan Denial Letter”).

4. Right of Seller to Request Evidence of Buyer’s Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer’s financial ability to purchase the Property (“Evidence”).

5. Authorization of Buyer to Release Information to Seller and Brokers. Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer’s financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

- 6. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
- 7. Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement shall also be subject to the Property appraising for at least the purchase price. Buyer shall cause the lender to: (a) procure the appraiser to perform the certain appraisal(s) and (b) provide Buyer with a copy of any such appraisal that is for less than the purchase price of the Property.
- If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within _____ days of the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Reduce Sales Price to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an Amendment to Reduce Sales Price within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the Amendment to Reduce Sales Price shall run through the earlier of:
- (a) _____ days from the date that the Amendment to Reduce Sales Price is delivered to Seller; or
- (b) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).
- If Seller timely accepts the Amendment to Reduce Sales Price, Buyer shall be obligated to purchase the Property in accordance with this Agreement as amended. If Seller does not accept the Amendment to Reduce Sales Price, Buyer may terminate this Agreement without penalty upon notice to Seller. Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.
- 8. Right to Terminate if Government Funding Allotment is Used.** The USDA Rural Development single family housing loan program is allotted funds to make certain single family loans. When the allotment is used in its entirety the USDA cannot make any further loans until additional funds are allotted to the program. If Buyer is not otherwise in default under this Agreement, but cannot close on the purchase of the Property solely because the funding allotment has been used, Buyer or Seller may, upon notice to the other party, terminate this Agreement without penalty.
- 9.** The USDA-RD loan guarantee fee of _____% shall be paid as follows: *[select one]*
- A.** In full at closing by Buyer or Seller; **OR**
- B.** Added to the loan amount and financed (If this box is checked, then the term "loan amount" as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the USDA-RD loan guarantee fee so financed; the monthly payments will increase accordingly.)
- 10.** If the improvements on the property are less than one year old at the time of closing, Seller shall, if required by USDA-RD provide a home warranty certificate acceptable to USDA-RD.

Buyer's Signature

Forms Package

Print or Type Name

Buyer's Signature

Print or Type Name

RE/MAX CENTER

Selling Broker

By: _____
Broker or Broker's Affiliated Licensee

MICHELLE STANCIL

Print or Type Name

Member of: NAMAR _____ of REALTORS®

Seller's Signature

Print or Type Name

Seller's Signature

Print or Type Name

Listing Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

Member of: _____ of REALTORS®