

**ADDENDUM A**

ADDENDUM TO THE COUNTER OFFER DATED: \_\_\_\_\_

BETWEEN INDYMAC (Seller) and: \_\_\_\_\_

FOR THE PROPERTY LOCATED AT: \_\_\_\_\_

- (1) Buyer understands and acknowledges that the subject property was acquired by the Seller through foreclosure, and Buyer acknowledges that there has been no representation by Seller, or Seller's Agent, regarding its condition, conformity, or operational characteristics.

Buyer is aware that Seller has never occupied the subject property and can make no warranties as to the condition or the legality of its improvements or amenities. Seller does not warrant the ownership or transfer of any personal property or fixtures. Buyer acknowledges that Seller did not construct the property or any improvements thereto unless Seller did not construct the property or fixtures. Buyer acknowledges that Seller did not construct the property or any improvements thereto unless specified below. Unless specifically agreed to below, the subject property is being sold in its "AS-IS" "AS-SEEN" condition.

- (2) Regarding Buyer and contractor inspections: Buyer may have whatever inspections they wish to have, but Seller **WILL NOT PAY FOR REPAIRS OF ANY KIND**. If Buyer does not inform Seller of disapproval, in writing, of any of the inspections including but not limited to Lead Paint, radon, septic, sewer, well, seismic, contractor, roof, soil, etc., within ten (10) calendar days from acceptance of this Counter Offer, all inspection contingencies will automatically be considered approved and removed from the contract/escrow. If Buyer waives these inspections, they do so contrary to the advice of Seller and Brokers. Silence shall be deemed acceptance. Buyer shall have a Walk-Through inspections not less than three (3) days prior to closing. This inspections is NOT a condition of closing.

- (3) This Contract/escrow is "subject to" and "contingent upon" final review and acceptance by the Investor and/or Mortgage Insurer.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_