

**FHA LOAN
EXHIBIT “ _____ ”**



2007 Printing

This Exhibit is part of the Agreement with an Offer Date of the _____ day of _____, 20____ for the purchase and sale of that certain Property known as: _____, _____, Georgia _____.

The loan contingency set forth in the Purchase and Sale Agreement is further conditioned as being an FHA loan.

1. It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA requirements a written statement by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of Property of not less than \$_____. Buyer 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.
2. The FHA up-front _____ percent (%) mortgage insurance premium shall be paid by Buyer as follows: *(Select one)*
 A. in full at closing,

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 FHA mortgage insurance premium so financed; the monthly payments will increase accordingly.)
3. Buyer is aware that a monthly mortgage insurance premium shall be included in the regular monthly mortgage payments.
4. **Seller shall pay the following lender fees: Tax Service Fees.**
(These costs are **OR** are NOT included in any closing costs that Seller may have agreed to pay in accordance with the Seller's Contributions at Closing paragraph.)
5. Any repairs required in the FHA Commitment shall be completed and paid for by _____ prior to closing provided such repairs do not exceed \$_____ in total costs.
6. Seller shall pay the cost of any lender-imposed inspections of the septic tank and/or well systems.
7. If the improvements on Property are less than one year old at the time of closing, Seller shall, if required by FHA, provide a home warranty certificate acceptable to FHA.
8. As required by FHA, both Buyer and Seller agree that if public water or a public sewer system is available at the street, Property must be connected, and that *(select one)*: _____ agrees to pay the cost of said connection not to exceed \$_____
OR Buyer to pay \$_____ and Seller to pay \$_____ for the cost of connection. At the time of closing, Seller shall provide certification from the proper authority that Property is connected to and serviced by the public system.
9. Seller, Buyer, and Broker (and its Affiliated Licensees) certify that the above referenced Purchase and Sale Agreement is true and complete to the best of our knowledge and fully represents the transaction between them. No agreements exist outside this Purchase and Sale Agreement, and any agreements made from this date until closing, shall be revealed to lender.
10. Buyer and Seller certify that *(select one)*: This is an arms length transaction as there is no relationship between the Buyer and Seller.
OR **this is not an arms length transaction because** _____.

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

Buyer's Initials: _____ / _____

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

Seller's Initials: _____ / _____