

Purchase & Sale of Real Property BK Contract Addendum

236 Bayberry Lakes Blvd, Daytona Beach, FL 32124

Property Address

1. Seller is a Bankruptcy Trustee and does not warrant and has no knowledge of condition of property.
2. Buyer acknowledges that this property is subject to Short Sale Lender or Servicer Approval as applicable and Bankruptcy Court Approval of the sale or transfer of the subject property.
3. The Bankruptcy Estate Fee is to be paid from the Sellers proceeds or as a buyer's premium and said Fee shall be made payable to the Bankruptcy Estate.
4. Buyer acknowledges that the property is sold "AS IS". Absolutely no repairs will be authorized. Seller is unable to remove any debris or personal property left on the Property nor warrants that any appliances or other personal property will be left on the Property or transferred as part of this transaction.
5. Seller shall make no concessions and can pay no closing costs to, for or on behalf of the buyer.
6. The parties agree that the **ESCROW AGENT** for this transaction is:

ESCROW AGENT	Near North Title Group
ADDRESS	500 S Florida Ave, Suite 540
CITY, STATE, ZIP	Lakeland, FL 33801
PHONE	863-687-4500
EMAIL	JKopi@nntg.com

7. The CLOSING AND TITLE AGENT for this transaction shall be:

CLOSING AND TITLE AGENT

Near North Title Group

ADDRESS CITY, STATE, ZIP

500 S. Florida Ave, Suite 540

Lakeland, FL 33801

PHONE

863-687-4500

EMAIL

JKopi@nntg.com

Closing and Title Agent duties shall include, but are not limited to: drafting estimated settlement statements upon execution of contract and to clear any and all liens that may encumber the property or title to the subject property (if any), and coordinating the closing of this transaction with the real estate agents or brokers as applicable and the parties to the transaction including the Trustee for the selling Bankruptcy Estate.

8. The Seller in this transaction is exempt from providing the Homeowner's Association documents to Buyer as this is a court-ordered sale transaction. Buyer will be solely responsible for any application, transfer, capital contributions and initial membership fees charged by or due to any Association(s) or Management Company. Buyer is aware it may take up to 10 days to receive a response from the Federal Bankruptcy Trustee (Seller).
9. If the Short Sale Approval is not issued within 120 days after the Seller's contract acceptance date, Buyer may cancel the Residential Purchase Agreement for any reason without penalty.
10. Buyer agrees to close this transaction within 45 days of issuance of the short sale approval and agrees to close pursuant to the terms included in the Order entered by the Bankruptcy Court approving the sale transaction and pursuant to the instructions of the Federal Bankruptcy Trustee.
11. Buyer shall be responsible for connecting any utilities necessary to perform inspections requested and any related costs as part of any due diligence period or inspection. Buyer shall use this period to satisfy themselves of all mechanical, structural and/or functional related concerns regarding the property. Buyer shall have the same amount of time to obtain, review, and satisfy themselves of any association rules, regulations, requirements and/or fees, if applicable. Seller will not pay any upfront expenses related to plowing the road for access to the property. Should the Buyer require the septic system be pumped and inspected, that shall be done at the buyer's expense. Buyer shall release the inspection contingency within ten (10) days of seller's acceptance of the Purchase and Sale Contract.
12. Buyer acknowledges that the seller may not have access to garage remotes, mailbox keys or access related keys to the property. Seller will tender any items available at the close of escrow but shall not be liable to provide items not in his/her possession.
13. Buyer shall immediately disclose if he/she is related to the debtor or seller. Buyer understands that most lenders and/or servicers or investors require an Arm's Length Disclosure to be signed by the parties as a condition of the short sale approval, and some lenders and/or servicers or investors will not allow a family member or relative to purchase a property in which a debtor or seller related to the buyer has or may have interest.
14. Should buyer be representing self as an agent, buyer understands that some lenders and/or servicers or investors will not allow buyer(s) to receive any funds from the sale of the property, including commissions.

15. Offers in the name of a corporation, trust, LLC or partnership will need to show proof of all entity owners and shall provide a copy of the articles of organization (and operating agreement when applicable) which must provide for who is authorized to sign on behalf of the entity. Buyer understands and acknowledges that once Addendum is executed, the name of the buyer cannot be changed for title, closing or any other purpose due to the Short Sale Approval(s).
16. Seller will not pay for an Appraisal or Home Warranty.
17. Buyer understands and agrees that this addendum shall prevail and take precedence where any terms included herein conflict with the original Purchase Agreement.

DATED this day of , 2025

Trustee

Arvind Mahendru BK Trustee to the estate of Norman and Linda Barrett

Signature

Buyer

Signature

Print Name

Buyer

Signature

Print Name