

Document Receipt

THIS IS A RECEIPT FOR THE DOCUMENTS REQUIRED BY THE STATE OF FLORIDA TO BE SUBMITTED TO HOMEOWNERS FOR REVIEW ONE (1) DAY PRIOR TO SIGNING TO COMPLY WITH FLORIDA STATUTE 501.1377 KNOWN AS THE "FORECLOSURE CONSULTANT" REGULATION.

THIS DOCUMENT MUST BE SIGNED BY THE HOMEOWNER(S), WITH THE LIST OF DOCUMENTS THAT THEY WILL BE SIGNING, DESIGNATED ON THIS PAGE.

HOMEOWNERS MAY NOT WAIVE THEIR RIGHT TO SIGN THIS DOCUMENT. THIS RECEIPT MUST BE SIGNED ONE (1) DAY BEFORE THEY SIGNED AND RECEIVED THE DOCUMENTS LISTED BELOW AND REVIEWED THESE DOCUMENTS THEMSELVES.

Pursuant to F.S. 501.1377, effective October 1st, 2008, which repeals F.S. 501.2078, whereby the Equity Purchaser/Foreclosure-Rescue Consultant must present all documents to be signed to the Homeowner(s) for their review, one (1) day prior to the Homeowner(s) signing any documents relating to a foreclosure rescue transaction or sale of a foreclosure property, including but not limited to a Written Disclosure Document. The undersigned Homeowner(s) acknowledges receipt of the following documents:

LIST OF DOCUMENTS

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

I (we) have hereby received the above documents and a copy of this Receipt,
Signed this _____ day of _____, 200__ by

Homeowner's Signature

Homeowner's Signature

Homeowner's Printed Name

Homeowner's Printed Name

Required Foreclosure Disclosure for the State of Florida

To Whom It May Concern,

This Foreclosure Disclosure Document, dated _____, 200__ is by and between _____, a (single) (married) (man) (woman), and (his) (her) spouse, _____, the property address is _____.

I (we) understand that Florida State Law defines a Homeowner(s) either in, or contemplating foreclosure, under certain Statutes, specifically s.501.1377 and s.501.2078 for that reason I (we) hereby state and affirm the following:

_____, _____ [] I (we) am/are not in foreclosure or late on any mortgage payments.
Seller's Initial(s)

_____, _____ [] I (we) have not been served with a Lis Pendens or other legal documents by the County or our lender.
Seller's Initial(s)

_____, _____ [] I (we) am/are not contemplating foreclosure.
Seller's Initial(s)

_____, _____ [] I (we) am/are not contemplating bankruptcy, have not engaged a bankruptcy attorney, and are not using a bankruptcy to stall a foreclosure.
Seller's Initial(s)

Signed as of the day and year above as written:

Signature of Seller

Signature of Seller

Printed Name of Seller

Printed Name of Seller

NOTICE TO HOMEOWNER/SELLER

PLEASE READ THIS FORM COMPLETELY AND CAREFULLY. IT CONTAINS VALUABLE INFORMATION REGARDING CANCELLATION RIGHTS.

BY THIS CONTRACT, YOU ARE AGREEING TO SELL YOUR HOME. YOU MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE 5:00PM OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THIS NOTICE.

THIS CANCELLATION MAY NOT BE WAIVED IN ANY MANNER BY YOUR OR THE PURCHASER.

ANY MONEYS PAID DIRECTLY TO YOU BY THE PURCHASER MUST BE RETURNED TO THE PURCHASER AT CANCELLATION. ANY MONEY PAID BY YOU TO THE PURCHASER MUST BE RETURNED TO YOU AT CANCELLATION.

TO CANCEL, SIGN THIS FORM AND RETURN IT TO THE PURCHASER BY 5:00PM ON _____ (FILL IN DATE), AT _____ (FILL IN ADDRESS). IT IS BEST TO MAIL IT BY CERTIFIED MAIL OVERNIGHT DELIVERY, RETURN RECEIPT REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT.

I (WE) HEREBY CANCEL THIS TRANSACTION.

Seller's Signature

Printed Name of Seller

Seller's Signature

Printed Name of Seller

Date

Required Property Sales Disclosure for the State of Florida

(An Additional Purchase and Sale Agreement is Required)

This State of Florida Required Property Sales Disclosure Agreement, (the "Agreement") dated _____, 200__ is by and between _____, a (single) (married) (man) (woman) (and (his) (her) spouse) _____ whose address and telephone number are _____ - (_____) _____ hereinafter referred to as the "Homeowner", and _____, a (single) (married) (man) (woman) (and (his) (her) spouse) _____ whose address and telephone number are _____ - (_____) _____ hereinafter referred to as the "Purchaser", and or its assigns as the case may be. The Homeowner and the Purchaser further understand and agree to the following.

WHEREAS the Homeowner acknowledges that they are in default on their mortgage(s), in foreclosure, or at risk of losing their home due to non-payment of taxes, and

WHEREAS the Homeowner is the owner of The Property, or has an equitable interest in The Property and has the right and authority to contract for the sale of The Property, and

WHEREAS the Homeowner acknowledges that the Purchaser, hereinafter referred to as "Purchaser", has approached Homeowner in order to save their home from foreclosure and/or give the Homeowner the option to repurchase the home in certain requirements of the Florida Statutes are met or desires to acquire the Property outright from the Homeowner, and

WHEREAS in order to assist the Homeowner, the Purchaser agrees to perform certain acts, and

WHEREAS the Homeowner and Purchaser agree that said acts to be performed, payments to be made and any services to be performed, shall be specifically set forth below,

IT IS THEREFORE agreed between the parties hereto as follows:

- 1.) OWNERSHIP OF THE PROPERTY:** Homeowner is the owner of The Property, or has an equitable interest in The Property and has the right and authority to contract for the sale of The Property.
- 2.) ACCEPTANCE:** Homeowner has carefully reviewed the terms and conditions of the Sales Agreement and accepts the Purchaser's offer for the purchase of the Property.

- 3.) **GOOD AND VALUABLE CONSIDERATION:** Homeowner shall receive good and valuable consideration from the Purchaser, and acknowledges that it is sufficient for the sale of The Property.
- 4.) **IT IS IN HOMEOWNER'S BEST INTEREST:** Homeowner is completely satisfied with the Sales Agreement for The Property, and is satisfied that it is in Homeowner's best interest.
- 5.) **HOMEBUYER IS FULLY INFORMED AND NOT IN ANY WAY CONFUSED:** Homeowner has signed the Sales Agreement and is fully informed about its terms, conditions, and legal ramifications. Homeowner is not in any way confused about any part of the Sales Agreement and has signed it willingly and not under any duress.
- 6.) **HOMEOWNER IS SATISFIED WITH THE SALES PRICE:** Homeowner understands that Homebuyer may be selling The Property at or below what someone else may perceive as Fair Market Value, but has chosen to do so because of Homeowner's personal circumstances. Homeowner believes the sale of The Property to the Purchaser is in Homeowner's best interest and more favorable than other offers Homeowner has received.
- 7.) **NEGOTIATION OF A SELLING PRICE:** Homeowner has negotiated the sales price with the Purchaser and is satisfied that it is fair and equitable due to market conditions at this time, and Homeowner's personal circumstances.
- 8.) **SALE IS FINAL:** Homeowner fully understands that by signing the Sales Agreement that Homeowner has agreed to sell The Property to the Purchaser and is now legally bound to the terms and conditions described in the Sales Agreement. Homeowner also understands that Homeowner cannot accept a higher offer, change Homeowner's mind, or cancel the Sales Agreement, or continue to market the property. By signing the Sale Agreement Homeowner has unconditionally sold The Property to the Purchaser and will receive the payment at the closing of the sale.
- 9.) **CONTINGENCIES MAY EXIST:** Homeowner understands that certain contingencies exist in the Sales Agreement that allow the Purchaser to cancel the Sales Agreement. These contingencies include an inspection period and other terms that must be approved by the Purchaser before the closing, and if the Purchaser cancels the Sales Agreement pursuant to the terms of the Sales Agreement, then Purchaser shall be entitled to a full refund of Purchaser's earnest money deposit.
- 10.) **THE SALES AGREEMENT IS NOT A LOAN:** Homeowner understands that the Purchaser is not making Homeowner a loan. If a loan is required for reinstatement of Homeowner's existing loan that is in default, the Purchaser is not related to the Lender of the funds used to reinstate the existing loan. The reinstatement of the loan is for the purpose of postponing the foreclosure of The Property and is absolutely necessary for the completion of this sale.

Without the postponement of the foreclosure proceeding, Homeowner acknowledges Homeowner would lose The Property and receive no money for Homeowner's ownership of The Property.

- 11.) AGREEMENT MAT BE ASSIGNED:** Homeowner understands that the Purchaser may at his discretion assign the Sales Agreement to an end Buyer to facilitate the closing of the sale. If this happens, Homeowner will be closing with another party who Homeowner may not know.
- 12.) NO ESCROW OR CLOSING AGENT:** Homeowner understands that Purchaser may choose to close the sale without the use of a title company, closing or escrow agent and record any and all documents himself. As long as Homeowner receives the funds due under the terms of the Sales Agreement, Homeowner does not care how the Property is conveyed.
- 13.) OTHER CLOSING DOCUMENTS:** Homeowner understands that there may be additional closing documents that Homeowner will be required to sign at closing, including but not limited to the Deed of Conveyance, Homeowner's Affidavit, ect. The Homeowner may also need to re-execute documents that have typographical errors. In either event, Homeowner agrees to sign any additional closing documents which may be held in escrow until the closing, or go directly to the Purchaser, or as the Purchaser may direct them, and Homeowner agrees to sign them in a timely manner to facilitate the closing.
- 14.) COPIES OF ALL DOCUMENTS SIGNED:** Homeowner understands that the closing agent or the Purchaser will in a timely manner, provide Homeowner with copies of all the closing documents that Homeowner signed.
- 15.) PURCHASER IS ENTITLED TO MAKE A PROFIT:** Homeowner understands and agrees that the Purchaser is not buying Homeowner's home to live in but rather to sell and make a profit. Homeowner agrees that the Purchaser is entitled to make any profit that he can, and unless otherwise agreed to in the Sales Agreement, Homeowner is not entitled to share in any profit nor must Homeowner share in any loss the Purchaser may take.
- 16.) INDEPENDENT FINANCIAL REVIEW: HOMEOWNER HAS BEEN ADVISED BY THE PURCHASER TO SEEK AN INDEPENENT FINANCIAL ADVISOR OR CPA TO REVIEW THE SALES AGREEMENT AND CLOSING DOCUMENTS TO DETERMINE WHAT IS IN HOMEOWNER'S BEST INTERESTS PRIOR TO THE EXECUTION OF THIS DOCUMENT.**
- 17.) LEGAL COUNSEL REVIEW ADVISED: HOMEOWNER HAS BEEN ADVISED BY THE PURCHASER TO HAVE AN ATTORNEY OR LEGAL COUNSEL REVIEW THE SALES AGREEMENT, FORECLOSURE-RELATED RESCUE SERVICES AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THIS TRANSACTION.**

____(initial) HOMEOWNER CHOOSES NOT TO SEEK LEGAL ADVICE.

____(initial) HOMEOWNER'S ATTORNEY REVIEWED THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO THIS TRANSACTION ON _____(date)

18.) PRICE AND TERMS FAIRLY NEGOTIATED: Homeowner understands and agrees that Purchaser has negotiated on his own behalf and in his best interest, and likewise, Homeowner has negotiated in Homeowner's best interest.

19.) NO OTHER PROMISES: Homeowner has not been promised anything that is not clearly stipulated in the Sales Agreement. Between the Homeowner and the Purchaser, there are no oral promises, unresolved differences, no side agreements, and no monies being exchanged that will not be shown on the closing statement (HUD-1)

20.) HOMEOWNER NOT UNDER DURESS: Homeowner has signed this document and the Sales Agreement of Homeowner's own free will and not under any duress or financial pressure exerted by Purchaser. The Purchaser or anyone affiliated with Purchaser has not in any way pressured Homeowner into signing any documents.

21.) HOMEOWNER FULLY SATISFIED WITH THE TRANSACTION: Homeowner is fully satisfied with the Sales Agreement and this document, and if there is a problem with the closing documents, Homeowner may retain an Attorney at that time. If Homeowner chooses not to retain an Attorney at that times then, the Homeowner will not sign the documents that are problematic until any discrepancies have been changed to Homeowner's satisfaction.

22.) HOMEOWNER IS NOT BEING VICTIMIZED:

a.) Per Florida Statue Section 501.2078, Homeowner understands that as a "Homeowner" involved in a "residential foreclosure proceeding", Homeowner has been advised by the Purchaser to seek legal advice before entering into any documents Homeowner will be signing and Homeowner is confident that Homeowner is not being victimized by the Purchaser or any of the documents involved with this transaction, in any way what-so-ever.

b.) Homeowner acknowledges that despite any pending foreclosure action or pending foreclosure sale of The Property, that Homeowner is not the victim of the Purchaser or the Sales Agreement or any other documents Homeowner has signed, and that the Purchaser is not attempting to dupe, mislead, swindle, or cheat Homeowner.

23.) EQUAL AND ARMS LENGTH TRANSACTION: Homeowner agrees that because Homeowner has been advised to consult with legal counsel and any other experts that Homeowner

chooses, Homeowner believes they have the bargaining power, knowledge and sophistication to determine an acceptable sales price.

24.) HOMEOWNER ATTEMPTED REFINANCING: Homeowner has attempted re-financing of Homeowner's existing mortgage and has been unsuccessful because of Homeowner's credit, the expense of refinancing, the cost of the new monthly payments, or Homeowner chooses not to sell on the open market.

25.) ATTEMPTED SALE TO OTHER PURCHASERS: Homeowner has attempted to sell The Property to other Purchasers either as a FSBO or listing it with a realtor and has been unsuccessful, or chooses not to sell on the open market.

26.) BANKRUPTCY CONSIDERED: Homeowner has considered filing bankruptcy in order to stop or postpone Homeowner's foreclosure, but has chosen not to do so.

27.) IF HOMEOWNER'S OVER AGE 62: Choose One – [] Homeowner is NOT over the age of 62 or [] Homeowner is over the age of 62 and has considered the option of obtaining a reverse mortgage, but decided not to make such an attempt, or discovered it is not feasible under Homeowner's personal circumstances.

28.) HOMEOWNER'S INTENT TO IMPROVE CREDIT RATING: Homeowner at the Purchaser's expense, intends to repair Homeowner's credit rating in order to help Homeowner qualify for new financing if any part of our Homeowner's Agreement involves Homeowner receiving an option to re-purchase Homeowner's home.

29.) ANY DEBTS NOT SATISFIED: Homeowner acknowledges that Purchaser has not paid or satisfied any loans secured by The Property, nor any obligations secured by The Property. Homeowner further acknowledges that all loans secured by the property will remain in Homeowner's name until such time as The Property is sold by the Purchaser or the Purchaser is successful obtaining a short sale against the outstanding mortgage(s) and pays them off or refinances The Property.

30.) HOMEOWNER HOLDS HARMLESS: Homeowner hereby indemnifies and holds Purchaser, and agent of the Purchaser, or third party provider working on behalf of the Purchaser, harmless from any and all losses and damages suffered as a result of a foreclosure of The Property, a short sale, or any other transaction associated with the Sales Agreement, this document or any closing documents associated with this transaction.

31.) PERMISSION TO SIGN OTHER DOCUMENTS: Homeowner and Purchaser hereby agree to covenant and agree that such documents as may be necessary or otherwise appropriate to carry out the terms of the Sales Agreement may be executed by Purchaser and/or Purchaser's third party provider on behalf of Homeowner. Homeowner agrees to sign a

Limited Power of Attorney which to effectively gives the Purchaser the Limited Power of Attorney to sign necessary documents for the Homeowner with regards to the closing of the sale.

- 32.) All covenants, warranties, and agreements set forth in the Sales Agreement and this document shall survive the closing of The Property contemplated hereby and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of the Sales Agreement or this document.
- 33.) The mortgage on The Property contains a "Due on Sale" clause which means that the lender has the right to call the entire mortgage due and payable upon transfer of the title.
- 34.) The existing mortgage will stay in Homeowner's name until it is paid off or assumed by a future known or unknown purchaser.
- 35.) The party named above accepting the conveyance has no intentions of assuming said loan and that no promises have been made to Homeowner stating that the loan will be paid off or otherwise assumed or that payments will be made in a timely manner.
- 36.) The party accepting this conveyance has agreed to pay any back payments, if any, to remove this property from the perils of foreclosure or default only upon the re-sale of this property. No promises have been made to do so prior to that time and the Purchaser will not be using his funds to reinstate the Homeowner's mortgage.
- 37.) If this party accepting conveyance is unable to sell The Property in a timely fashion, owner understands that any other amount in arrears may not be paid further to bring the note current and it may yet go into foreclosure.
- 38.) That's the undersigned Homeowner holds its offerors, agents, assigns, successors, executors, administrators, heirs, or stake holders of any kind harmless from any debt, suit, action, claim, demand, damages, or liability whatsoever related to any negotiations, short sales, agreements, deeds, trusts, or liens associated with the transfer and conveyance of the above referenced property, or other efforts to avoid the pending foreclosure on the above referenced property.

ESTOS DOCUMENTOS CONFORMAN UN CONTRATO LEGAL, ENTRE USTED COMO VENDEROR Y EL COMPRADOR, SI USTED NO HA ENTENOIDO COMPLETAMENTE TODA LA INFORMACION CONTENIDA EN DOCUMENTOS, POR FAVOR BUSQUE AL AYUDA DE UN ABOGADO ANTES DE FIRMAR.

HOMEOWNER YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER

INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE NEAREST LEGAL AID OFFICE.

MIAMI-DADE

Legal Aid Society of the Dade County Bar Association – Miami 305-349-6013 or 305-579-5733, Miami Beach 305-673-7426, Homestead 305-247-9562

Legal Services of Greater Miami – 305-576-0080, South Dade Law Center 305-232-9690, Hialeah 305-884-1376

BROWARD

Coast to Coast Legal Aid of South Florida – Plantation 954-736-2400

Legal Aid Service of Broward County – Plantation 954-765-8950

PALM BEACH

Florida Rural Legal Services – Belle Glade 561-993-0003

Legal Aid Society of Palm Beach County – West Palm Beach 561-833-5787 or 561-820-8502

IF YOU CHOOSE TO CONTACT A LOCAL LEGAL AID SERVICE OR ATTORNEY FOR ASSISTANCE, YOU SHOULD DO SO BEFORE SIGNING ANY DOCUMENTS. IF THESE LEGAL SERVICES CANNOT ASSIST YOU BECAUSE YOU DON'T QUALIFY FINANCIALLY FOR THEIR SERVICES, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS.

IN WITNESS WHEREOF, the Homeowner and Purchaser have signed and acknowledged this Required Property Sales Disclosure, the day and year above written.

HOMEOWNER

PURCHASER

BY: _____

BY: _____

HOMEOWNER

PURCHASER

BY: _____

BY: _____

FORECLOSURE-RESCUE TRANSACTION AGREEMENT AS REQUIRED BY THE STATE OF FLORIDA

(Additional Purchase and Sale Agreement May be Required)

THIS FORECLOSURE-RESCUE TRANSACTION AGREEMENT, DATED _____, 200__ IS BY AND BETWEEN _____, A (SINGLE) (MARRIED) (MAN) (WOMAN) (AND (HIS) (HER) SPOUSE) _____ WHOSE ADDRESS AND TELEPHONE NUMBER ARE _____ - (____) _____, HEREINAFTER REFERRED TO AS THE "HOMEOWNER", AND _____, A SINGLE) (MARRIED) (MAN) (WOMAN) (AND (HIS) (HER) SPOUSE) _____ WHOSE ADDRESS AND TELEPHONE NUMBER ARE _____ - (____) _____, HEREINAFTER REFERRED TO AS THE "EQUITY PURCHASER", AND OR ITS ASSIGNS AS THE CASE MAY BE. THE HOMEOWNER AND THE EQUITY PURCHASER FURTHER UNDERSTAND AND AGREE TO THE FOLLOWING:

WHEREAS THE HOMEOWNER ACKNOWLEDGES THAT THEY ARE IN DEFAULT ON THEIR MORTGAGE(S), IN FORECLOSURE, OR AT RISK OF LOSING THEIR HOEM DUE TO NON-PAYMENT OF TAXES, AND

WHEREAS THE HOMEOWNER IS THE OWNER OF THE PROPERTY, OR HAS AN EQUITABLE INTEREST IN THE PROPERTY AND HAS THE RIGHT AND AUTHORITY TO CONTRACT FOR THE SALE OF THE PROPERTY, AND

WHEREAS THE HOMEOWNER ACKNOWLEDGES THAT THE EQUITY PURCHASER, HEREINAFTER REFERRED TO AS THE "EQUITY PRUCHASER", HAS APPROACHED HOMEOWNER IN ORDER TO SAVE THEIR HOME FROM FORECLOSURE, AND/OR GIVE THE HOMEOWNER THE OPTION TO REPURCHASE THE HOME IF CERTAIN REQUIREMENTS OF THE FLORIDA STATUTES ARE MET, AND

WHEREAS THE EQUITY PURCHASER MAY IN THE ALTERNATIVE DESIRE TO AQUIRE THE PROEPRTY OUTRIGHT FROM THE HOEMOWNER, AND

WHEREAS THE EQUITY PURCHASER AND HOMEOWNER AGREE THAT THE HOMEOWNER SHALL NOT BE REQUIRED TO EXECUTE ANY INSTRUMENT QUITCLAMING, ASSIGNING, TRANSFERRING, CONVEYING, OR ENCUMBERING AND INTEREST IN THE RESIDENTIAL REAL PROPERTY IN FORECLOSURE PRIOR TO REVIEWING, SIGNING, AND DATING THIS WRITTEN AGREEMENT, AND

WHEREAS IN ORDER TO ASSIST THE HOMEOWNER, THE EQUITY PURCHASER AGREES TO PERFORM CERTAIN ACTS, PAYMENT OF A FEE OR OTHER CONSIDERATION, INCLUDING BUT NOT LIMITED TO, ANY SERVICES THAT THE EQUITY PURCHASER REPRESENTS WILL BE PERFORMED FOR THE HOMEOWNER BEFORE OR AFTER THE SALE, AND

WHEREAS THE HOMEOWNER AND EQUITY PURCHASER AGREE THAT SAID ACTS TO BE PERFORMED, PAYMENTS TO BE MADE AND ANY SERVICES TO BE PERFORMED, SHALL BE SPECIFICALLY SET FORTH BELOW,

I. IT IS THEREFORE AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

II. THE SUBJECT PROPERTY IS LOCATED AT _____
(FILL IN ADDRESS) AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

III. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE HOMEOWNER AND THE EQUITY PURCHASER HEREBY AGREE THAT THE AMOUNT OF TOTAL CONSIDERATION TO BE PAID BY THE EQUITY PURCHASER IN CONNECTION WITH OR INCIDENT TO THE ACQUISITION OF THE PROPERTY BY THE EQUITY PURCHASER IS AS FOLLOWS:

IV. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE HOMEOWNER AND THE EQUITY PURCHASER HEREBY AGREE THAT THE FOLLOWING IS A LIST OF FINANCIAL AND LEGAL OBLIGATIONS OF THE HOMEOWNER WHICH SHALL BE ASSUMED BY THE EQUITY PURCHASER:

- 1)
- 2)
- 3)
- 4)

V. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE HOMEOWNER AND THE EQUITY PURCHASER HEREBY AGREE THAT THE TERMS OF PAYMENT OR OTHER CONSIDERATION INCLUDING BUT NOT LIMITED TO, ANY SERVICES THAT THE EQUITY PURCHASER REPRESENTS WILL BE PERFORMED FOR THE HOMEOWNER BEFORE OR AFTER THE SALE ARE AS FOLLOWS:

VI. NOTWITHSTANDNG ANYTHING TO THE CONTRARY, THE HOMEOWNER AND THE EQUITY PURCHASER HEREBY AGREE THAT THE DATE AND TIME WHEN POSSESSION OF THE PROPERTY IS TO BE TRANSFERRED TO THE EQUITY PURCHASER HEREINAFTER REFERRED TO AS THE "CLOSING DATE" WILL BE ON:

VII. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE HOMEOWNER AND THE EQUITY PURCHASER HEREBY AGREE THAT THE SPECIFICATIONS OF ANY OPTION OR

RIGHT TO REPURCHASE THE RESIDENTIAL REAL PROPERTY IN FORECLOSURE, INCLUDING SPECIFIC AMOUNTS OF ANY ESCROW PAYMENTS, DEPOSITS, DOWN PAYMENTS, PURCHASE PRICE, CLOSING COSTS, COMMISSIONS OR ANY OTHER FEES OR COSTS ARE AS FOLLOWS:

VIII. MISCELLANEOUS: HOMEOWNER UNDERSTANDS AND AGREES TO THE FOLLOWING:

- 1) **OWNERSHIP OF THE PROPERTY:** HOMEOWNER IS THE OWNER OF THE PROPERTY, OR HAS AN EQUITABLE INTEREST IN THE PROPERTY AND HAS THE RIGHT AND AUTHORITY TO CONTRACT FOR THE SALE OF THE PROPERTY.
- 2) **ACCEPTANCE:** HOMEOWNER HAS CAREFULLY REVIEWED THE TERMS AND CONDITIONS OF THE SALES AGREEMENT AND ACCEPTS THE EQUITY PURCHASER'S OFFER FOR THE PURCHASE OF THE PROPERTY.
- 3) **GOOD AND VALUABLE CONSIDERATION:** HOMEOWNER SHALL RECEIVE GOOD AND VALUABLE CONSIDERATION FROM THE EQUITY PURCHASER, AND ACKNOWLEDGES THAT IT IS SUFFICIENT FOR THE SALE OF THE PROPERTY
- 4) **IT IS IN HOMEOWNER'S BEST INTEREST:** HOMEOWNER IS COMPLETELY SATISFIED WITH THE SALES AGREEMENT FOR THE PROPERTY, AND IS SATISFIED THAT IT IS IN HOMEOWNER'S BEST INTEREST.
- 5) **HOMEOWNER IS FULLY INFORMED AND NOT IN ANY WAY CONFUSED:** HOMEOWNER HAS SIGNED THE SALES AGREEMENT AND IS FULLY INFORMED ABOUT ITS TERMS, CONDITIONS, AND LEGAL RAMIFICATIONS. HOMEOWNER IS NOT IN ANY WAY CONFUSED ABOUT ANY PART OF THE SALES AGREEMENT AND HAS SIGNED IT WILLINGLY AND NOT UNDER ANY DURESS.
- 6) **HOMEOWNER IS SATISFIED WITH THE SALES PRICE:** HOMEOWNER UNDERSTANDS THAT HOMEOWNER MAY BE SELLING THE PROPERTY AT OR BELOW WHAT SOMEONE ELSE MAY PERCEIVE AS FAIR MARKET VALUE, BUT HAS CHOSEN TO DO SO BECAUSE OF HOMEOWNER'S PERSONAL CIRCUMSTANCES. HOMEOWNER BELIEVES THE SALE OF THE PROPERTY TO THE EQUITY PURCHASER IS IN HOMEOWNER'S BEST INTEREST AND MORE FAVORABLE THAN OTHER OFFERS HOMEOWNER HAS RECEIVED
- 7) **NEGOTIATION OF A SELLING PRICE:** HOMEOWNER HAS NEGOTIATED THE SALES PRICE WITH THE EQUITY PURCHASER AND IS SATISFIED THAT IT IS FAIR AND EQUITABLE DUE TO MARKET CONDITIONS AT THIS TIME, AND HOMEOWNER'S PERSONAL CIRCUMSTANCES

- 8) SALE IS FINAL:** HOMEOWNER FULLY UNDERSTANDS THAT BY SIGNING THE SALES AGREEMENT THAT THE HOMEOWNER HAS AGREED TO SELL THE PROPERTY TO THE EQUITY PURCHASER AND IS NOW LEGALLY BOUND TO THE TERMS AND CONDITIONS DESCRIBED IN THE SALES AGREEMENT. HOMEOWNER ALSO UNDERSTANDS THAT HOMEOWNER CANNOT ACCEPT A HIGHER OFFER, CHANGE HOMEOWNER'S MIND, OR CANCEL THE SALES AGREEMENT, OR CONTINUE TO MARKET THE PROPERTY. BY SIGNING THE SALES AGREEMENT HOMEOWNER HAS UNCONDITIONALLY SOLD THE PROPERTY TO THE EQUITY PURCHASER AND WILL RECEIVE THE PAYMENT AT THE CLOSING OF THE SALE.
- 9) CONTINGENCIES MAY EXIST:** HOMEOWNER UNDERSTANDS THAT CERTAIN CONTINGENCIES EXIST IN THE SALES AGREEMENT THAT ALLOW THE EQUITY PURCHASER TO CANCEL THE SALES AGREEMENT. THESE CONTINGENCIES INCLUDE AN INSPECTION AND OTHER TERMS THAT MUST BE APPROVED BY EQUITY PURCHASER BEFORE THE CLOSING, AND IF THE EQUITY PURCHASER CANCELS THE SALES AGREEMENT PURSUANT TO THE TERMS OF THE SALES AGREEMENT, THEN EQUITY PURCHASER SHALL BE ENTITLED TO A FULL REFUND OF EQUITY PURCHASER'S EARNEST MONEY DEPOSIT.
- 10) THE SALES AGREEMENT IS NOT A LOAN:** HOMEOWNER UNDERSTANDS THAT THE EQUITY PURCHASER IS NOT MAKING HOMEOWNER A LOAN. IF A LOAN IS REQUIRED FOR REINSTATEMENT OF HOMEOWNER'S EXISTING LOAN THAT IS DEFAULT, THE EQUITY PURCHASER IS NOR RELATED TO THE LENDER OF THE FUNDS USED TO REINSTATE THE EXISTING LOAN. THE REINSTATEMENT OF THE LOAN IS FOR THE PURPOSE OF POSTPONING THE FORECLOSURE OF THE PROPERTY AND IS ABSOLUTELY NECESSARY FOR THE COMPLETION OF THIS SALE. WITHOUT THE POSTPONEMENT OF THE FORECLOSURE PROCEEDING, HOMEOWNER ACKNOWLEDGES HOMEOWNER WOULD LOSE THE PROPERTY AND RECEIVE NO MONEY FOR HOMEOWNER'S OWNERSHIP OF THE PROPERTY.
- 11) AGREEMENT MAY BE ASSIGNED:** HOMEOWNER UNDERSTANDS THAT THE EQUITY PURCHASER MAY AT HIS DISCRETION ASSIGN THE SALES AGREEMENT TO AN END BUYER TO FACILITATE THE CLOSING OF THE SALE. IF THIS HAPPENS, HOMEOWNER WILL BE CLOSING WITH ANOTHER PARTY WHO HOMEOWNER MAY NOT KNOW.
- 12) NO ESCROW OR CLOSING AGENT:** HOMEOWNER UNDERSTANDS THAT EQUITY PURCHASER MAY CHOOSE TO CLOSE THE SALE WITHOUT THE USE OF A TITLE COMPANY, CLOSING, OR ESCROW AGENT AND RECORD ANY AND ALL DOCUMENTS HIMSELF. AS LONG AS HOMEOWNER RECEIVES THE FUNDS DUE

UNDER THE TERMS OF THE SALES AGREEMENT, HOMEOWNER DOES NOT CARE HOW THE PROPERTY IS CONVEYED.

13) OTHER CLOSING DOCUMENTS: HOMEOWNER UNDERSTANDS THAT THERE MAY BE ADDITIONAL CLOSING DOCUMENTS THAT HOMEOWNER WILL BE REQUIRED TO SIGN AT THE CLOSING, INCLUDING BUT NOT LIMITED TO THE DEED OF CONVEYANCE, HOMEOWNER'S AFFIDAVIT, ETC. THE HOMEOWNER MAY ALSO NEED TO RE-EXECUTE DOCUMENTS THAT HAVE TYPOGRAPHICAL ERRORS IN EITHER EVENT. HOMEOWNER AGREES TO SIGN ANY ADDITIONAL CLOSING DOCUMENTS WHICH MAY BE REQUIRED. CLOSING DOCUMENTS MAY BE HELD IN ESCROW UNTIL THE CLOSING OR GO DIRECTLY TO THE EQUITY PURCHASER, OR AS THE EQUITY PURCHASER MAY DIRECT THEM, AND HOMEOWNER AGREES TO SIGN THEM IN A TIMELY MANNER TO FACILITATE THE CLOSING.

14) COPIES OF ALL DOCUMENTS SIGNED: HOMEOWNER UNDERSTANDS THAT THE CLOSING AGENT OR THE EQUITY PURCHASER WILL IN A TIMELY MANNER, PROVIDE HOMEOWNER WITH COPIES OF ALL THE CLOSING DOCUMENTS THAT HOMEOWNER SIGNED.

15) EQUITY PURCHASER IS ENTITLED TO MAKE A PROFIT: HOMEOWNER UNDERSTANDS AND AGREES THAT THE EQUITY PURCHASER IS NOT BUYING HOMEOWNER'S HOME TO LIVE IN BUT RATHER TO SELL AND MAKE A PROFIT. HOMEOWNER AGREES THAT THE EQUITY PURCHASER IS ENTITLED TO MAKE ANY PROFIT THAT HE CAN, AND UNLESS OTHERWISE AGREED TO IN THE SALES AGREEMENT, HOMEOWNER IS NOT ENTITLED TO SHARE IN ANY PROFITS NOR MUST HOMEOWNER BARE IN ANY LOSS THE EQUITY PURCHASER MAY MAKE.

16) INDEPENDENT FINANCIAL REVIEW: HOMEOWNER HAS BEEN ADVISED BY THE EQUITY PURCHASER TO SEEK AN INDEPENDENT FINANCIAL ADVISOR OR CPA TO REVIEW THE SALES AGREEMENT AND CLOSING DOCUMENTS TO DETERMINE WHAT IS IN HOMEOWNER'S BEST INTEREST PRIOR TO SIGNING THIS DOCUMENT.

17) LEGAL COUNSEL REVIEW ADVISED: HOMEOWNER HAS BEEN ADVISED BY THE PURCHASER TO HAVE AN ATTORNEY OR LEGAL COUNSEL REVIEW THE SALES AGREEMENT, FORECLOSURE-RELATED RESCUE SERVICES AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THIS TRANSACTION.

_____(initial) HOMEOWNER CHOOSES NOT TO SEEK LEGAL ADVICE.

____(initial) HOMEOWNER'S ATTORNEY REVIEWED THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO THIS TRANSACTION ON _____(date)

18) PRICE AND TERMS FAIRLY NEGOTIATED: HOMEOWNER UNDERSTANDS AND AGREES THAT PURCHASER HAS NEGOTIATED ON HIS OWN BEHALF AND IN HIS BEST INTEREST, AND LIKEWISE, HOMEOWNER HAS NEGOTIATED IN HOMEOWNER'S BEST INTEREST.

19) NO OTHER PROMISES: HOMEOWNER HAS NOT BEEN PROMISED ANYTHING THAT IS NOT CLEARLY STIPULATED IN THE SALES AGREEMENT. BETWEEN THE HOMEOWNER AND THE PURCHASER, THERE ARE NO ORAL PROMISES, UNRESOLVED DIFFERENCES, NO SIDE AGREEMENTS, AND NO MONIES BEING EXCHANGED THAT WILL NOT BE SHOWN ON THE CLOSING STATEMENT (HUD-1)

20) HOMEOWNER NOT UNDER DURESS: HOMEOWNER HAS SIGNED THIS DOCUMENT AND THE SALES AGREEMENT OF HOMEOWNER'S OWN FREE WILL AND NOT UNDER ANY DURESS OR FINANCIAL PRESSURE EXERTED BY PURCHASER. THE PURCHASER OR ANYONE AFFILIATED WITH PURCHASER HAS NOT IN ANY WAY PRESSURED HOMEOWNER INTO SIGNING ANY DOCUMENTS.

21) HOMEOWNER FULLY SATISFIED WITH THE TRANSACTION: HOMEOWNER IS FULLY SATISFIED WITH THE SALES AGREEMENT AND THIS DOCUMENT, AND IF THERE IS A PROBLEM WITH THE CLOSING DOCUMENTS, HOMEOWNER MAY RETAIN AN ATTORNEY AT THAT TIME. IF HOMEOWNER CHOOSES NOT TO RETAIN AN ATTORNEY AT THAT TIMES THEN, THE HOMEOWNER WILL NOT SIGN THE DOCUMENTS THAT ARE PROBLEMATIC UNTIL ANY DISCREPANCIES HAVE BEEN CHANGED TO HOMEOWNER'S SATISFACTION.

22) HOMEOWNER IS NOT BEING VICTIMIZED:

A.) PER FLORIDA STATUE SECTION 501.2078, HOMEOWNER UNDERSTANDS THAT AS A "HOMEOWNER" INVOLVED IN A "RESIDENTIAL FORECLOSURE PROCEEDING", HOMEOWNER HAS BEEN ADVISED BY THE PURCHASER TO SEEK LEGAL ADVICE BEFORE ENTERING INTO ANY DOCUMENTS HOMEOWNER WILL BE SIGNING AND HOMEOWNER IS CONFIDENT THAT HOMEOWNER IS NOT BEING VICTIMIZED BY THE PURCHASER OR ANY OF THE DOCUMENTS INVOLVED WITH THIS TRANSACTION, IN ANY WAY WHAT-SO-EVER.

B.) HOMEOWNER ACKNOWLEDGES THAT DESPITE ANY PENDING FORECLOSURE ACTION OR PENDING FORECLOSURE SALE OF THE PROPERTY, THAT HOMEOWNER IS NOT THE VICTIM OF THE PURCHASER OR THE SALES AGREEMENT OR ANY OTHER DOCUMENTS HOMEOWNER HAS SIGNED, AND THAT THE PURCHASER IS NOT ATTEMPTING TO DUPE, MISLEAD, SWINDLE, OR CHEAT HOMEOWNER.

23) EQUAL AND ARMS LENGTH TRANSACTION: HOMEOWNER AGREES THAT BECAUSE HOMEOWNER HAS BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL AND ANY OTHER EXPERTS THAT HOMEOWNER CHOOSES, HOMEOWNER BELIEVES THEY HAVE THE BARGAINING POWER, KNOWLEDGE AND SOPHISTICATION TO DETERMINE AN ACCEPTABLE SALES PRICE.

24) HOMEOWNER ATTEMPTED REFINANCING: HOMEOWNER HAS ATTEMPTED REFINANCING OF HOMEOWNER'S EXISTING MORTGAGE AND HAS BEEN UNSUCCESSFUL BECAUSE OF HOMEOWNER'S CREDIT, THE EXPENSE OF REFINANCING, THE COST OF THE NEW MONTHLY PAYMENTS, OR HOMEOWNER CHOOSES NOT TO SELL ON THE OPEN MARKET.

25) ATTEMPTED SALE TO OTHER PURCHASERS: HOMEOWNER HAS ATTEMPTED TO SELL THE PROPERTY TO OTHER PURCHASERS EITHER AS A FSBO OR LISTING IT WITH A REALTOR AND HAS BEEN UNSUCCESSFUL, OR CHOOSES NOT TO SELL ON THE OPEN MARKET.

26) BANKRUPTCY CONSIDERED: HOMEOWNER HAS CONSIDERED FILING BANKRUPTCY IN ORDER TO STOP OR POSTPONE HOMEOWNER'S FORECLOSURE, BUT HAS CHOSEN NOT TO DO SO.

27) IF HOMEOWNER'S OVER AGE 62: CHOOSE ONE – [] HOMEOWNER IS NOT OVER THE AGE OF 62 OR [] HOMEOWNER IS OVER THE AGE OF 62 AND HAS CONSIDERED THE OPTION OF OBTAINING A REVERSE MORTGAGE, BUT DECIDED NOT TO MAKE SUCH AN ATTEMPT, OR DISCOVERED IT IS NOT FEASIBLE UNDER HOMEOWNER'S PERSONAL CIRCUMSTANCES.

28) HOMEOWNER'S INTENT TO IMPROVE CREDIT RATING: HOMEOWNER AT THE PURCHASER'S EXPENSE, INTENDS TO REPAIR HOMEOWNER'S CREDIT RATING IN ORDER TO HELP HOMEOWNER QUALIFY FOR NEW FINANCING IF ANY PART OF

OUR HOMEOWNER'S AGREEMENT INVOLVES HOMEOWNER RECEIVING AN OPTION TO RE-PURCHASE HOMEOWNER'S HOME.

29) ANY DEBTS NOT SATISFIED: HOMEOWNER ACKNOWLEDGES THAT PURCHASER HAS NOT PAID OR SATISFIED ANY LOANS SECURED BY THE PROPERTY, NOR ANY OBLIGATIONS SECURED BY THE PROPERTY. HOMEOWNER FURTHER ACKNOWLEDGES THAT ALL LOANS SECURED BY THE PROPERTY WILL REMAIN IN HOMEOWNER'S NAME UNTIL SUCH TIME AS THE PROPERTY IS SOLD BY THE PURCHASER OR THE PURCHASER IS SUCCESSFUL OBTAINING A SHORT SALE AGAINST THE OUTSTANDING MORTGAGE(S) AND PAYS THEM OFF OR REFINANCES THE PROPERTY.

30) HOMEOWNER HOLDS HARMLESS: HOMEOWNER HEREBY INDEMNIFIES AND HOLDS PURCHASER, AND AGENT OF THE PURCHASER, OR THIRD PARTY PROVIDER WORKING ON BEHALF OF THE PURCHASER, HARMLESS FROM ANY AND ALL LOSSES AND DAMAGES SUFFERED AS A RESULT OF A FORECLOSURE OF THE PROPERTY, A SHORT SALE, OR ANY OTHER TRANSACTION ASSOCIATED WITH THE SALES AGREEMENT, THIS DOCUMENT OR ANY CLOSING DOCUMENTS ASSOCIATED WITH THIS TRANSACTION.

31) PERMISSION TO SIGN OTHER DOCUMENTS: HOMEOWNER AND PURCHASER HEREBY AGREE TO COVENANT AND AGREE THAT SUCH DOCUMENTS AS MAY BE NECESSARY OR OTHERWISE APPROPRIATE TO CARRY OUT THE TERMS OF THE SALES AGREEMENT MAY BE EXECUTED BY PURCHASER AND/OR PURCHASER'S THIRD PARTY PROVIDER ON BEHALF OF HOMEOWNER. HOMEOWNER AGREES TO SIGN A LIMITED POWER OF ATTORNEY WHICH TO EFFECTIVELY GIVES THE PURCHASER THE LIMITED POWER OF ATTORNEY TO SIGN NECESSARY DOCUMENTS FOR THE HOMEOWNER WITH REGARDS TO THE CLOSING OF THE SALE.

32) ALL COVENANTS, WARRANTIES, AND AGREEMENTS SET FORTH IN THE SALES AGREEMENT AND THIS DOCUMENT SHALL SURVIVE THE CLOSING OF THE PROPERTY CONTEMPLATED HEREBY AND SHALL SURVIVE THE EXECUTION OR DELIVERY OF ANY AND ALL DEEDS AND OTHER DOCUMENTS AT ANY TIME EXECUTED OR DELIVERED UNDER, PURSUANT TO OR BY REASON OF THE SALES AGREEMENT OR THIS DOCUMENT.

- 33) THE MORTGAGE ON THE PROPERTY CONTAINS A “DUE ON SALE” CLAUSE WHICH MEANS THAT THE LENDER HAS THE RIGHT TO CALL THE ENTIRE MORTGAGE DUE AND PAYABLE UPON TRANSFER OF THE TITLE.**
- 34) THE EXISTING MORTGAGE WILL STAY IN HOMEOWNER’S NAME UNTIL IT IS PAID OFF OR ASSUMED BY A FUTURE KNOWN OR UNKNOWN PURCHASER.**
- 35) THE PARTY NAMED ABOVE ACCEPTING THE CONVEYANCE HAS NO INTENTIONS OF ASSUMING SAID LOAN AND THAT NO PROMISES HAVE BEEN MADE TO HOMEOWNER STATING THAT THE LOAN WILL BE PAID OFF OR OTHERWISE ASSUMED OR THAT PAYMENTS WILL BE MADE IN A TIMELY MANNER.**
- 36) THE PARTY ACCEPTING THIS CONVEYANCE HAS AGREED TO PAY ANY BACK PAYMENTS, IF ANY, TO REMOVE THIS PROPERTY FORM THE PERILS OF FORECLOSURE OR DEFAULT ONLY UPON THE RE-SALE OF THIS PROPERTY. NO PROMISES HAVE BEEN MAKE TO DO SO PRIOR TO THAT TIME AND THE PURCHASER WILL NOT BE USING HIS FUNDS TO REINSTATE THE HOMEOWNER’S MORTGAGE.**
- 37) IF THIS PARTY ACCEPTING CONVEYANCE IS UNABLE TO SELL THE PROPERTY IN A TIMELY FASHION, OWNER UNDERSTANDS THAT ANY OTHER AMOUNT IN ARREARS MAY NOT BE PAID FURTHER TO BRING THE NOTE CURRENT AND IT MAY YET GO INTO FORECLOSURE.**
- 38) THAT’S THE UNDERSIGNED HOMEOWNER HOLDS ITS OFFERORS, AGENTS, ASSIGNS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, HEIRS, OR STAKE HOLDERS OF ANY KIND HARMLESS FROM ANY DEBT, SUIT, ACTION, CLAIM, DEMAND, DAMAGES, OR LIABILITY WHATSOEVER RELATED TO ANY NEGOTIATIONS, SHORT SALES, AGREEMENTS, DEEDS, TRUSTS, OR LIENS ASSOCIATED WITH THE TRANSFER AND CONVEYANCE OF THE ABOVE REFERENCED PROPERTY, OR OTHER EFFORTS TO AVOID THE PENDING FORECLOSURE ON THE ABOVE REFERENCED PROPERTY.**

ESTOS DOCUMENTOS CONFORMAN UN CONTRATO LEGAL, ENTRE USTED COMO VENDEROR Y EL COMPRADOR, SI USTED NO HA ENTENOIDO COMPLETAMENTE TODA LA INFORMACION CONTENIDA EN DOCUMENTOS, POR FAVOR BUSQUE AL AYUDA DE UN ABOGADO ANTES DE FIRMAR.

HOMEOWNER YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE NEAREST LEGAL AID OFFICE.

MIAMI-DADE

Legal Aid Society of the Dade County Bar Association – Miami 305-349-6013 or 305-579-5733, Miami Beach 305-673-7426, Homestead 305-247-9562
Legal Services of Greater Miami – 305-576-0080, South Dade Law Center 305-232-9690, Hialeah 305-884-1376

BROWARD

Coast to Coast Legal Aid of South Florida – Plantation 954-736-2400
Legal Aid Service of Broward County – Plantation 954-765-8950

PALM BEACH

Florida Rural Legal Services – Belle Glade 561-993-0003
Legal Aid Society of Palm Beach County – West Palm Beach 561-833-5787 or 561-820-8502

IF YOU CHOOSE TO CONTACT A LOCAL LEGAL AID SERVICE OR ATTORNEY FOR ASSISTANCE, YOU SHOULD DO SO BEFORE SIGNING ANY DOCUMENTS. IF THESE LEGAL SERVICES CANNOT ASSIST YOU BECAUSE YOU DON'T QUALIFY FINANCIALLY FOR THEIR SERVICES, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS.

HOMEOWNER'S RIGHT OF CANCELLATION

YOU MAY CANCEL THIS AGREEMENT FOR FORECLOSURE-RELATED RESCUE SERVICES WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FOLLOWING THE DATE THIS AGREEMENT IS SIGNED BY YOU.

THE FORECLOSURE-RESCUE CONSULTANT IS PROHIBITED BY LAW FROM ACCEPTING ANY MONEY, PROPERTY, OR OTHER FORM OF PAYMENT FROM YOU UNTIL ALL PROMISED SERVICES ARE COMPLETE. IF FOR ANY REASON YOU HAVE PAID THE CONSULTANT BEFORE CANCELLATION, YOUR PAYMENT MUST BE RETURNED TO YOU NO LATER THAN 10 BUSINESS DAYS AFTER THE CONSULTANT RECEIVES YOUR CANCELLATION NOTICE.

TO CANCEL THIS AGREEMENT, A SIGNED AND DATED COPY OF A STATEMENT THAT YOU ARE CANCELLING THE AGREEMENT SHOULD BE MAILED (POSTMARKED) OR DELIVERED

TO _____ (NAME) AT _____ (ADDRESS)
NO LATER THAN MIDNIGHT OF _____ (DATE).

IMPORTANT: IT IS RECOMMENDED THAT YOU CONTACT YOUR LENDER OR MORTGAGE SERVICER BEFORE SIGNING THIS AGREEMENT. YOUR LENDER OR MORTGAGE SERVICER MAY BE WILLING TO NEGOTIATE A PAYMENT PLAN OR A RESTRUCTURING WITH YOU FREE OF CHARGE.

IN WITNESS WHEREOF, the Homeowner and Purchaser have signed and acknowledged this Required Property Sales Disclosure, the day and year above written.

HOMEOWNER

PURCHASER

BY: _____

BY: _____

HOMEOWNER

PURCHASER

BY: _____

BY: _____