Addendum

Addendum to Contract for Purchase and Sale

Property Address

Purchaser Name

Purchaser Address

Purchaser Phone

1. Seller warrants and represents to Buyer as follows:

A. Seller is not in default of any mortgage affecting the within described real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more.

\_\_\_\_ Yes; \_\_\_\_ No (initial)

B. There are no actions pending against the real property to foreclose a mortgage.

\_\_\_\_ Yes; \_\_\_\_ No (initial)

C. The subject property is not shown on an active property tax lien sale list.

\_\_\_\_ Yes; \_\_\_\_ No (initial)

2. If you answered “No” to any of the assertions in 1A, 1B or 1C then the remainder of this addendum applies.

*NOTICE REQUIRED BY NEW YORK LAW*

***You may cancel this contract at any time before midnight of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ (date). (date). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of equity purchaser) or anyone working for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of equity purchaser) CANNOT ask you to sign or have you sign any deed or any other document until your right to cancel this contract has ended. See notice of cancellation form for an explanation of this right. You should always consult an attorney or community organization before signing any legal documents concerning your home. It is advisable that you find your own attorney, and not consult with an attorney who has been provided to you by the purchaser. The law requires that this contract contain the entire agreement. You should not rely upon any other written or oral agreement or promise.***

*NOTICE OF CANCELLATION This contract was entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (enter date covered contract signed). You may cancel this contract for the sale of your house, without any penalty or obligation, at any time before midnight of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_. To cancel this transaction, personally deliver a signed and dated copy of this cancellation notice, or send it by facsimile, United States mail first class, or an established commercial letter delivery service, indicating cancellation to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (name of purchaser) at
(Street address of purchaser's place of business and facsimile number if any) NOT LATER THAN midnight of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.(enter date). If you wish to cancel this contract, sign and date both copies and return one copy immediately to the purchaser.*

*I hereby cancel this transaction.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)*

*(Seller’s signature)*

*I acknowledge receipt of two copies of this form on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*I certify that more than five business days have elapsed since I received this form and I have elected not to cancel the transaction.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*