Document updated: January 2014

LOAN ASSUMPTION ADDENDUM

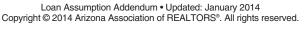


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	1. Seller: SAMPLE
	2. Buyer: SAMPLE
	3. Premises Address:
	4. Date:
5. 6.	The following additional terms and conditions are hereby included as part of the Contract between Seller and Buyer for the above referenced Premises.
7. 8.	Buyer agrees to assume the existing first position loan and pay all payments subsequent to Close of Escrow on or before due date. If an additional loan(s) is being assumed, see additional terms and conditions on Line 47 of this Addendum.
9. 10.	Assumption: This sale \square is \square is not contingent upon the Buyer qualifying for assumption of the existing first position loan no later than three (3) days prior to Close of Escrow.
11. 12. 13.	
14. 15.	Mortgage Insurance: The loan assumed may include mortgage insurance, which Buyer also assumes and agrees to pay, exclusive of credit life insurance.
16.	SELLER LIABILITY
17. 18.	Should Seller fail to secure an unconditional written release of liability from Seller's lender for the loan(s) being assumed, Seller will remain liable for the loan in the event of Buyer's default.
19. 20.	Seller's Liability: This sale is is not contingent upon Seller's receipt of notice from lender indicating lender's intent to release Seller at Close of Escrow from loan being assumed.
21.	If Seller is not released from liability, Seller acknowledges that Seller may have liability to lender in the event of Buyer's default.
22.	DUE ON SALE CLAUSE
23. 24. 25.	If the loan(s) being assumed contains a "due on sale" clause or other provision which allows the lender to demand payment in full in the event of a conveyance of the Premises, Seller's lender could call the loan(s) immediately due and payable and initiate foreclosure proceedings even if the payments are current unless an unconditional written waiver of the "due on sale" clause is secured.
26.	Type of Loan: Conventional VA FHA Other SAMPLE.
27.	Current Interest Rate: Fixed Adjustable%
28.	Current Payment Amount: \$ PITI PI Other SAMPLE
29.	Loan Balance: \$ The balance of any encumbrance being assumed is approximate.
30.	Any difference shall be reflected in the: Cash Down Payment Other SAMPLE
31.	Date of Original Loan: S A M P L E Loan Term: (years).





Initials>



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	Loan Assumption Addendum >>
32.	Impounds: Any impound account(s) shall be brought current by Seller and prorated at Close of Escrow.
33.	All loan costs/transfer fees/assumption fees to assume existing loan shall be paid by: Buyer Seller Split 50/50
34. 35. 36. 37. 38.	Credit Evaluation: This sale ☐ is ☐ is not contingent upon Seller's approval of Buyer's credit. If contingent, Buyer shall provide to Seller a current credit report from a credit reporting agency and a completed Uniform Residential Loan Application within three (3) days after acceptance of this Contract. Reasonable disapproval of Buyer's credit requires written notice from Seller to Escrow Company within three (3) days after receipt by Seller of current credit report and completed Uniform Residential Loan Application.
39. 40. 41. 42. 43. 44.	Acknowledgement: Buyer and Seller recognize, acknowledge and agree that Broker(s) are not qualified, nor licensed, to advise the parties as to the risks associated with their contemplated loan assumption. Buyer and Seller are instructed to consult with qualified licensed professionals, including but not limited to a licensed Arizona attorney, to ensure that they fully understand the risks associated with the Loan Assumption Addendum. Because the risks associated with assumption of a loan are beyond the scope of the Broker's expertise and licensing, Buyer and Seller expressly release and hold harmless Broker(s) from any and all liability associated with the terms of the parties' Loan Assumption Addendum.
45.	BUYER'S INITIALS REQUIRED BUYER BUYER
46.	SELLER'S INITIALS REQUIRED SELLER SELLER
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47.	ADDITIONAL TERMS AND CONDITIONS
48.	SAMPLE
49.	
50.	SAMPLE
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57.	SAMPLE
58.	OAMP LE
59.	SAMBLE
60.	OAMPLE
61.	SAMPLE
62.	JAMPLE
63.	The undersigned agree to these additional terms and conditions and acknowledge receipt of a copy hereof.
64.	**SAMPLE *** MO/DA/YR *** BUYER'S SIGNATURE *** MO/DA/YR
65.	SAMPLE ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
	For Proker Hee Only
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	Brokerage File/Log No Manager's Initials AMPL Broker's Initials AMPLDate