

SELLER ATTACHMENT

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This attachment is intended to be given to the Seller prior to consummation of a Seller Financing Addendum for a consumer credit* transaction.

THIS ATTACHMENT IS NOT PART OF THE SELLER FINANCING ADDENDUM'S TERMS.

* Consumer Credit means credit offered or extended to a consumer primarily for personal, family, or household purposes.

MESSAGE TO SELLER

You are entering into a complex transaction governed by many State and Federal laws. Real estate brokers are not qualified, nor licensed, to ensure that the terms of your Seller Financing Addendum comply with these laws. You are advised to carefully read the below disclosures and consult with qualified licensed professionals to ensure that the terms of your Seller Financing Addendum comply with all applicable State and Federal laws.

LOAN ORIGATION DISCLOSURE



Sellers originating a residential consumer loan must be registered and/or licensed as mortgage loan originators unless exempt under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") mandates that a loan originator for a consumer credit transaction secured by an owner occupied dwelling must, when required by applicable State or Federal laws, be registered and/or licensed in accordance with those laws, including the Secure and Fair Enforcement for Mortgage Licensing Act (the "S.A.F.E. Act").

Although the definition of a "loan originator" under the Dodd-Frank Act is broad in scope, there exist two categories of seller financing excluded from the "loan originator" definition.

Requirements of the first exemption include all of the following: (1) the Seller originates consumer financing for only one property in any 12-month period; (2) the Seller is a natural person, estate, or trust; (3) the Seller has not constructed, or acted as a contractor for the construction of, a residence on the property as part of their ordinary course of business; (4) the financing does not result in negative amortization; and (5) the financing has a fixed rate or does not adjust for the first five years.

OR

Requirements of the second exemption include all of the following: (1) the Seller originates consumer financing for no more than three residential properties in any 12-month period; (2) the Seller is a natural person, or an organization, including a partnership, corporation, proprietorship, association, cooperative, trust, estate, or government unit; (3) the Seller has not constructed, or acted as a contractor for the construction of, a residence on the property as part of their ordinary course of business; (4) the loan is fully amortizing; (5) the financing has a fixed rate or does not adjust for the first five years; and (6) the Seller has determined that the borrower has the reasonable ability to repay the loan according to its terms per 12 CFR § 1026.43(c), which is available at https://www.ecfr.gov/cgi-bin/text-idx?SID=1e230dbe76b1a3b54db4cc1cc6814a32&mc=true&node=se12.9.1026_143&rgn=div8.

Before consummating this transaction, it is the sole and exclusive duty of you, the Seller, to verify whether you are a "loan originator" as defined by the Dodd-Frank Act thereby requiring you to be registered and/or licensed in accordance with applicable State or Federal laws.

HOEPA DISCLOSURE



Sellers originating a high cost mortgage as defined by the Home Ownership and Equity Protection Act may need to be registered and/or licensed as mortgage loan originators.

The Home Ownership and Equity Protection Act ("HOEPA") applies to most types of consumer credit transactions secured by a consumer's principal residence. Before concluding if you, the Seller, are exempt from the definition of a "loan originator," you must determine whether the transaction you are originating is subject to HOEPA coverage, and if so, whether the transaction is covered by the high-cost mortgage provisions of HOEPA.

Sellers originating a high-cost mortgage may not be exempt from the definition of a "loan originator," meaning that you, the Seller, would need to be registered and/or licensed in accordance with applicable State or Federal laws before engaging in the business of residential mortgage loan origination.

The complete 2013 HOEPA rule, including the Official Interpretations, is available at https://files.consumerfinance.gov/f/201603_cfpb_hoeпа-compliance-guide.pdf.

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Seller Financing Addendum – Only One Residential Property >>

- 31. **Term:** The financed amount is fully amortized over _____ years, not to exceed thirty (30) years.
- 32. The unpaid balance is due on or before _____.
MO/DA/YR
- 33. **Payment Amount (Principal and Interest):** \$ _____.
- 34. The note will will not require payment to an impound account as follows: In addition to and at the time of the above-stated
- 35. payment amount, Buyer shall pay an amount equal to 1/12 the annual real estate tax, 1/12 the annual hazard insurance premium,
- 36. 1/12 annual assessment(s), Other _____.
- 37. **Payment Intervals:** The first payment is due _____, and subsequent payments are due on the same day thereafter as follows:
MO/DA/YR
- 38. Monthly Quarterly Semi-annually Annually Other _____.
- 39. **Late Payments:** If late, Buyer shall pay late fees: Yes No. If Yes, any payment which is at least ten (10) days or
- 40. _____ days past due shall be subject to a late fee of \$ _____, not to exceed five percent (5%) of the
- 41. scheduled payment. Payment(s) shall first be applied to accrued interest and late fees.
- 42. If the unpaid balance is not paid in full by the date set forth on Line 32, the late fee per day will be \$ _____.
- 43. Any late payments received without applicable late fees shall be accepted and unpaid late fees shall not accrue interest.
- 44. **Account Servicing:** The parties shall use the services of a duly licensed entity or individual authorized to conduct account servicing.
- 45. Payments on this loan and all prior encumbrances shall be made concurrently through a single servicing account to be maintained
- 46. by the account servicing agent. The parties hereby instruct the servicing agent not to accept any payment without all other
- 47. concurrent payments.
- 48. Account Servicing fee(s) shall be paid by Buyer Seller _____
- 49. Account Setup fee(s) shall be paid by Buyer Seller _____
- 50. Account to be serviced by: _____
- 51. _____
- 52. _____
- 53. **Credit Evaluation:** This sale is is not contingent upon Seller's approval of Buyer's credit. If contingent upon Seller's approval
- 54. of Buyer's credit, Buyer shall provide to Seller a current credit report from a credit reporting agency and a completed Uniform Residential
- 55. Loan Application within three (3) days after acceptance of this Contract. Reasonable disapproval of Buyer's credit requires written notice
- 56. from Seller to Escrow Company within three (3) days after receipt by Seller of current credit report and completed loan application.
- 57. **Due On Sale:** The unpaid balance, including accrued interest, fees and penalties, is immediately due and payable in the event that
- 58. the Premises is sold, transferred, or conveyed in any manner, unless otherwise prohibited by law.
- 59. **Buyer's Liability:** On certain qualified residential property, the Seller understands that under Arizona law, the Buyer may have no
- 60. personal liability in case of a default and that the Seller's only recourse may be the Premises as the sole and exclusive source for
- 61. repayment of the debt. Should Buyer default, Seller may need to at Seller's own expense: (i) exercise their power of sale in order to
- 62. recover legal title to the Premises; and (ii) initiate a forcible entry and detainer action to recover physical possession of the Premises.
- 63. Seller is hereby advised of their inability to conduct a trustee's sale sooner than the ninety-first day after the date on which a notice
- 64. of trustee's sale is recorded. Seller may additionally incur expenses such as unpaid property taxes, delinquent home owners'
- 65. association fees and assessments, attorneys' fees and delinquent utility bills. Independent counsel should be consulted.
- 66.

SELLER'S INITIALS REQUIRED _____ SELLER _____ SELLER
- 67. **Title Insurance:** Buyer shall furnish to Seller, at Buyer's expense, an American Land Title Association Standard Loan Insurance
- 68. Policy or Vendor Owner Insurance Policy on the Premises in the full amount financed by Seller.
- 69. **Tax Service:** In the absence of a tax impound account, Buyer shall provide and pay for a tax service contract over the life of this
- 70. loan which will provide a delinquency notice of any unpaid real estate tax to Seller, any successor in interest to Seller, and the
- 71. account servicing agent.
- 72. **Hazard Insurance:** Buyer shall provide, maintain, and deliver to Seller hazard insurance with loss payable to Seller in the
- 73. amount of: (i) all encumbrances against the Premises; or (ii) the replacement cost of the improvements built on the Premises,
- 74. whichever is less.

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SELLER	SELLER

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BUYER	BUYER

Seller Financing Addendum – Only One Residential Property >>

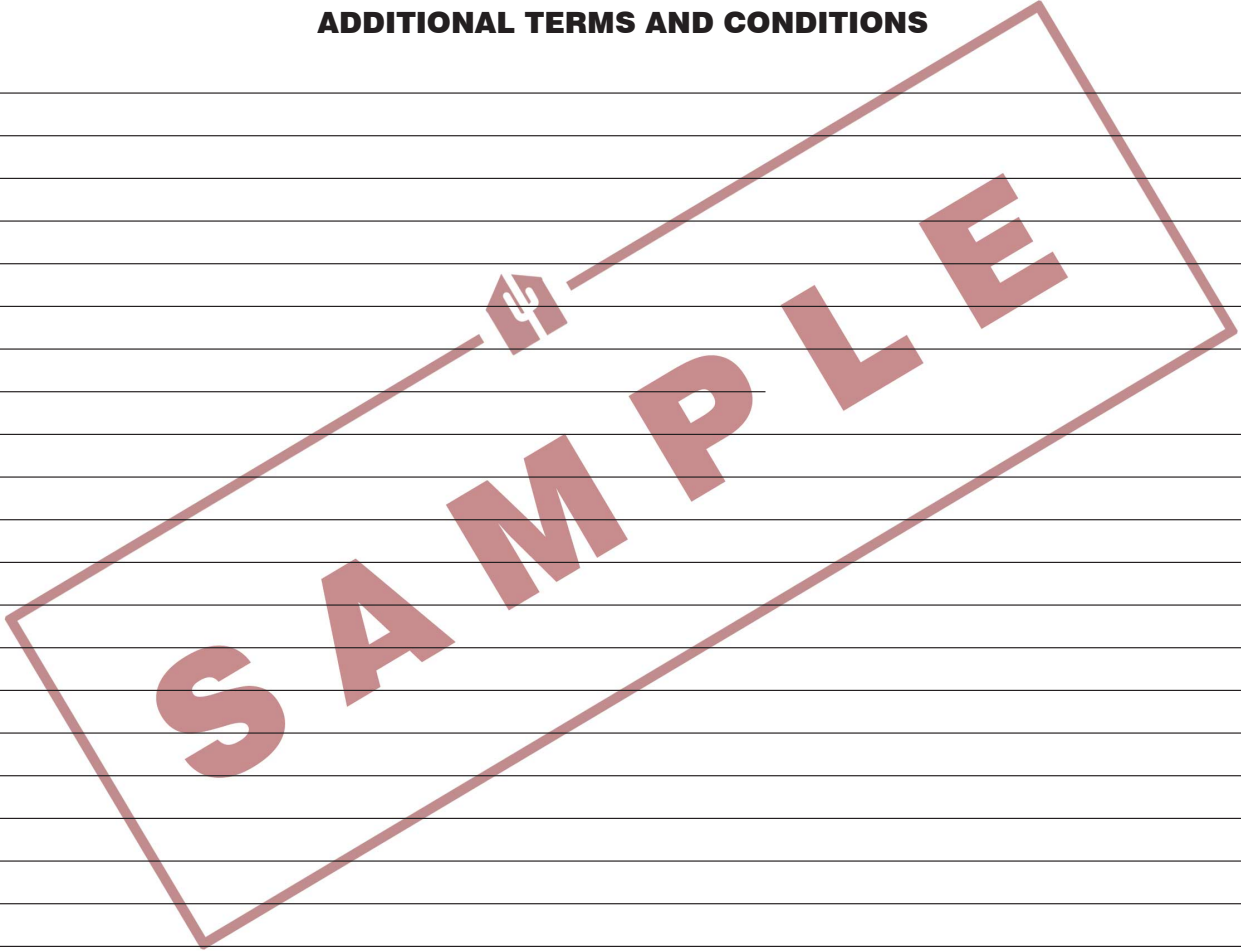
75. **Acknowledgement:** Buyer and Seller recognize, acknowledge and agree that Broker(s) are not qualified, nor licensed, to: (i)
76. determine the Buyer's credit-worthiness; and (ii) ensure that the terms of the parties' Seller Financing Addendum comply with
77. state and federal law. Buyer and Seller are instructed to consult with qualified licensed professionals, including but not limited to
78. a licensed Arizona attorney, to ensure that the terms of their Seller Financing Addendum comply with the Dodd-Frank Wall Street
79. Reform and Consumer Protection Act, Regulation Z of the Truth in Lending Act (12 CFR § 1026), the Real Estate Settlement
80. Procedures Act and other state and federal laws that may prove applicable. Because ensuring compliance with these laws is
81. beyond the scope of the Broker's expertise and licensing, Buyer and Seller expressly release and hold harmless Broker(s) from
82. liability for any violations that could have been avoided/discovered by consultation with qualified licensed professionals.

83. **BUYER'S INITIALS REQUIRED** _____ BUYER _____ BUYER

84. **SELLER'S INITIALS REQUIRED** _____ SELLER _____ SELLER

ADDITIONAL TERMS AND CONDITIONS

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107. The undersigned agree to these additional terms and conditions and acknowledge receipt of a copy hereof.

108. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

109. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR