

**U.S. DEPARTMENT OF AGRICULTURE (USDA) FINANCING AND APPRAISAL
CONTINGENCY ADDENDUM**

This Addendum is made on _____, to a sales contract (“Contract”) offered on _____, between _____ (“Buyer”) and _____ (“Seller”) for the purchase and sale of Property: _____

1. SPECIFIED FINANCING. “Specified Financing” means the terms set forth in Paragraphs 2A and 2B of this Contract and the following loan terms:

A. First Trust. Buyer will Obtain OR Assume a Fixed OR an Adjustable rate First Deed of Trust loan amortized over _____ years. The interest rate for this loan is at an (initial) interest rate not to exceed _____% per year.

B. Second Trust. Buyer will Obtain OR Assume a Fixed OR an Adjustable rate Second Deed of Trust loan amortized over _____ years. The interest rate for this loan is at an (initial) interest rate not to exceed _____% per year.

Buyer shall pay upfront and/or monthly mortgage insurance premiums as required by lender guidelines. The terms of the PRICE AND FINANCING paragraph of this Contract are amended to include a Rural Housing Guarantee Fee of \$_____. Buyer agrees to pay a Rural Housing Guarantee Fee as required by USDA regulations. The Rural Housing Guarantee Fee must be paid at the time of settlement in cash or included in the loan amount; and in addition, a Rural Development Annual Premium equal to a percentage of the loan amount must be paid monthly thereafter if required under the terms of the loan.

Assumption fee, if any, and all charges related to the assumption will be paid by Buyer. If Buyer assumes Seller’s loan(s), Buyer and Seller will OR will not obtain a release of Seller’s liability to the U.S. Government for the repayment of the loan by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

2. ALTERNATIVE FINANCING. This financing contingency shall not apply to any Alternative Financing. “Alternative Financing” means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. However, Buyer shall obtain Seller’s written consent and shall execute a new financing addendum (if applicable) if Buyer wishes to retain the protection of a financing contingency. Should Buyer pursue Alternative Financing without Seller’s written consent, Buyer shall waive the protection of this financing contingency.

Buyer’s substitution of lender(s) to which written application has been made under Paragraph 2D of this Contract shall not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

(Select Paragraph 3 OR 4)

3. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. _____ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to and including Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller’s option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller’s Notice, this financing contingency is removed, and the Contract will remain in full force and effect without this financing contingency.
- C. Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

4. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. _____ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.
- C. Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

5. APPRAISAL CONTINGENCY.

- A. **USDA Amendatory Clause.** It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of Property described herein or incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/USDA or VA requirements a written statement by the Federal Housing Commissioner, the Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of Property of not less than \$_____. Buyer shall have the privilege and option for five (5) days after receipt of the appraisal to proceed with the consummation of this Contract without regard to the appraised value by giving Seller written Notice of Buyer’s intention to do so. The appraised value is arrived at to determine the maximum

mortgage that the USDA will insure. The USDA does not warrant the value or condition of Property. Buyer should ensure that the price and condition of Property are acceptable to Buyer.

NOTICE: The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in this Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is not required.

B. Procedure in the Event of a Low Appraisal. In the event that the written statement setting forth the appraised value of Property (“Written Statement”) indicates a value less than the Sales Price, Buyer shall Deliver Notice to Seller (1) stating that Buyer elects to proceed to Settlement at the Sales Price in the Contract; or (2) requesting that Seller change the Sales Price to a specified lower amount of not less than the appraised value (“Buyer’s Notice”); or (3) voiding this Contract based on the low appraisal. Buyer’s Notice shall include a copy of the Written Statement. In the event Buyer’s Notice requests a price reduction, Notices delivered subsequent to the delivery of Buyer’s Notice shall be treated as follows:

Within three Days after Notice Delivery from one party, the other party may:

- 1) Deliver Notice accepting the terms contained in the other party’s Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract shall become void at 9:00 p.m. on the third Day following Delivery, unless the recipient Delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

6. WOOD-DESTROYING INSECT INSPECTION. Fences and outbuildings shall be included in the inspection and certification.

7. LENDER REQUIRED REPAIRS. If, as a condition of providing financing under this Contract, the USDA/lender(s) requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender(s)’s required repairs. Within 5 Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within 5 Days after Seller’s Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then this Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING; PERSONAL PROPERTY AND FIXTURES; WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in this Contract and any addenda.

SELLER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

BUYER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

AGENT/BROKER:

_____/_____
Date Signature

AGENT/BROKER:

_____/_____
Date Signature

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