

Neighborhood Housing Group LLC  
4607 Charlotte Hwy Suite 1  
Lake Wylie, SC 29710  
803-831-2875  
Fax 803-831-0805

### **Instructions for Offer and Purchase**

- ✓ We take each and every offer very serious.
- ✓ You will need to submit proof of funds or approval letter with the offer.
- ✓ To submit an offer, please review the following contract and addendum
- ✓ Send us the proper buyers information and we will draft the contract and send to you electronically to sign. Or complete the contract and return via [Closing@InvestorsRehab.com](mailto:Closing@InvestorsRehab.com) or Fax.
- ✓ You must also submit the \$500 Due Diligence and \$1,000 Earnest Monies in Cashier's Check Payable to Neighborhood Housing Group, LLC within 24 business hours for your contract to be complete. Overnight to address above Attn: Closing Dept.
  - **NOTE: *Without your Due Diligence and Earnest Monies this will not be an Executed Contract, even if signed by the Seller.***
- ✓ You may then start your 5 day Due Diligence NOTE: NO Utilities will be turned on but you will certainly have access to the property and approval to turn them on in your name during that time or have your inspector use other means.
- ✓ Remember this is an AS IS WHERE IS sale
- ✓ We will always continue to market, show and take back up offers on the property until closing and funding.
- ✓ Because we buy and sell our properties on the same day you must close on the anticipated closing date in your contract to avoid penalties.
- ✓ We are unable to negotiate on the prices offered because of the deep discounted prices we have negotiated on the properties we have small margins we work with.
- ✓ Please read and sign attached Lead Base Paint Addendum if applicable (Only if property was built prior to 1978)

Thank you,

**803-701-1003**

[Closing@InvestorsRehab.com](mailto:Closing@InvestorsRehab.com)

**Seller: Neighborhood Housing Group LLC**  
4607 Charlotte Highway, Suite 1 Lake Wylie SC 29710  
(803) 831-2875 office (803) 831-0805 fax

**CONTRACT OF SALE**  
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This is a legally binding contract entered into this day \_\_\_\_\_ . RECEIPT IS  
HEREBY ACKNOWLEDGED OF THE SUM OF: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
From \_\_\_\_\_ (Buyer) as a deposit on account  
of the purchase price of the following described property upon the terms and conditions as stated herein.  
DESCRIPTION OF PROPERTY:  
That lot, piece, or parcel of land situated in \_\_\_\_\_ County,  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
For the PURCHASE PRICE of: \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
TERMS AND CONDITIONS OF SALE: \_\_\_\_\_

Buyer is responsible for paying for any appraisal associated with the property.

**Appraisal Fees** \$ \_\_\_\_\_

Buyer is responsible for paying any inspections fees associated with the property.

**Inspection Fees** \$ \_\_\_\_\_

**Administrative Fees** \$ \_\_\_\_\_

**Due Diligence Fee** \$ \_\_\_\_\_ **Closing Contributions Paid By Seller** \$ \_\_\_\_\_

Buyer is responsible for paying a Due Diligence Fee. The Due Diligence Fee shall be a credit at time of closing. **The Due Diligence Fee is non-refundable if contract is terminated.**

Buyer cannot advertise or promote the property prior to close.

Possession of said premises will be given to purchaser at the time of closing. Keys may or may not be transferred to buyer.

This contract is not assignable.

Rent and rent securities shall be prorated at the time of closing and paid by the seller.

**Taxes WILL NOT be prorated by Seller at closing.**

This contract is subject to a 5 day Due Diligence inspection period upon acceptance of offer.

Seller agrees to deliver premises at time of closing in an as-is condition. In case the property is destroyed, wholly or partially, by fire or other casualty prior to closing, Buyer or Seller shall have option for ten (10) days thereafter of proceeding or terminating agreement.

If buyer needs financing to purchase the property, we reserve the right to continue marketing and accept offers for the property until buyer receives a final commitment letter with no contingencies from their lender.

Said property is being sold and purchased subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of Public Record.

It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto. This means that all deadlines are intended to be strict and absolute. If the closing does not occur by the Closing Date, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

In the event Buyer requests an extension of the Closing Date or of the deadline for the fulfillment of any contingency, and the Seller agrees to the extension, the Buyer agrees to pay to the Seller a per diem penalty of the greater of \$50.00 or 1/10 of 1% of the purchase price per calendar day towards Seller's carrying costs, through and including the Closing Date specified in the written extension agreement. The per diem amount must be deposited with the Seller at the time any request for extension is made.

***This is a legally binding contract. If not understood, seek the advice of an Attorney.***

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Seller agrees to deliver a good and marketable or insurable owner's title to the property above described free and clear of all encumbrances except as herein set forth. Buyer shall pay for state and county documentary stamps and preparation of deed. Buyer agrees to notify Seller in writing prior to closing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable or insurable, the seller is to make title good and marketable or Insurable and shall give reasonable time from notification so to do. The Buyer and Seller have until, \_\_\_\_\_ to accept this Offer to Purchase and Contract of Sale and if not returned then contract shall be null and void and of no force and effect.

This transaction shall be closed, the balance of the moneys due shall be paid, and all documents signed by the parties hereto on or before \_\_\_\_\_. Buyer to have their funds for closing in the closing office's escrow account no later than 48 hours of the original scheduled closing date and time. If Buyer is at fault for not having funds sent in time Buyer is subject to a **\$10 per hour fee**. The deposit is to be held by the Seller or agreed upon Escrow Company pending closing. It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract that said deposit is to be paid to Seller as liquidated damages.

The parties hereto further agree that this written contract and the attached Addendum expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

This contract shall be binding on parties, their principles, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction, if any, is \_\_\_\_\_ and is being paid by \_\_\_\_\_ in the amount of \_\_\_\_\_ the selling broker in this transaction, if any, is \_\_\_\_\_ and is being paid by \_\_\_\_\_ in the amount of \_\_\_\_\_.

The undersigned jointly and severally agree to purchase and sell the above-described property on the terms and conditions stated in the foregoing instrument and attached addendum that must be attached and included as part of this contract.

PURCHASER (S) \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

SELLER (S) \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

WITNESSES: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

WITNESSES: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

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**ADDENDUM TO  
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**Controlled Business Disclosure, Hold Harmless and As Is – Where Is Addendum**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Buyer is purchasing the property in its **“EXISTING CONDITION”, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE.** Buyer acknowledges for buyer and buyer’s successors, heirs and assignees, that buyer has been given time to inspect and investigate the property and all improvements thereon, either independently or through agents of buyer’s choosing at buyer’s expense and that in purchasing the property, Buyer is not relying on Seller or Seller’s Agent, as to the condition of the property and/or any improvements thereon, including but not necessarily limited to, **ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES.** Buyer also acknowledges that the Seller makes no promises, guarantees, representations or warranties, either expressed or implied, as to the present or future market value of the subject property, encroachments, easements or profitability nor the presence or absence of any hazardous or toxic substances or contamination including but not limited to: radon, lead, electromagnetic radiation, mold, mildew, microscopic organisms, lead paint, fuel oil, allergens or asbestos, whether known or unknown and whether or not such defects or conditions were discoverable through inspection.

Buyer and Seller both waive the right to Seller’s disclosure form, if applicable.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. BUYER (S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER (S) INTENDED USE.

Buyer(s) further states that they are relying solely upon their own inspections of subject property and not upon any representation made to them by any person whomsoever, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, repairs or future obligations of any nature whatsoever.

Any report (s) that is required by the Buyer’s Lender is to be the sole responsibility of the Buyer. Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform order or otherwise cause any repair (s) and/or work to be done on the property prior to closing.

When visiting or inspecting the property, Buyer’s and Buyer’s Representative enter the premises at their own risk, and Seller shall not be liable for any injuries, or damage suffered or incurred, to any Buyer’s or Buyer’s Representatives person or personal property, as a result of such entry.

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The undersigned, Buyer, acting personally and for their representatives, affiliates and or organization if any each hereby agrees to defend, indemnify, and hold harmless Investors Rehab, Inc., Neighborhood Housing Group, LLC , Neighborhood Housing Properties, LLC, The Goins Group LLC, , and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney's fees, of any nature whatsoever that any such, buyer and or their affiliate, representative or organization may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of, any buyer or their affiliate, representative or organization in connection with this transaction.

**Information given to the Buyer may not have been verified by the Seller and is not guaranteed to be accurate. The Buyer should not rely on such information in deciding to purchase property. It is the Buyers responsibility to conduct his own inspections to verify any information, including square footage, provided to him. Should the Buyer rely on advice or representations made by Seller in deciding to purchase said property, Buyer is doing so at his own risk.**

It is the policy of the Seller to make no promises, guarantees, representations or warranties, either expressed or implied. If any expressed or implied promises, guarantees, representations or warranties were made, they should be disregarded.

Seller recommends that Purchaser obtain a survey and plat of the property.

Any loan application fees, appraisal fees, credit report fees, inspection fees, surveys or legal fees incurred or paid for by the Purchaser are incurred or paid at the risk of the Purchaser and may not be refundable.

Seller cannot warrant or guarantee that the property, the transaction and/or borrower is financeable now or in the future.

Seller acknowledges they are buying or have recently bought this property in its "As Is" condition without representation or warranties, and without personal inspection, and are relying on third parties to inspect and appraise the property, and investment as a whole.

The contract is subject to the Seller being able to acquire the property, if not closed yet.

Buyer expressly waives the remedy of specific performance in the event seller is unable to convey title.

Buyer waives right to record a lis pendens against the property or to record the agreement or memorandum thereof in the real property records.

Buyer waives right to invoke any other equitable remedy that may be available that, if invoked, would prevent the Seller from conveying the property to a third party buyer.

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Seller reserves the right to continue to offer Property for sale until this offer has been formally accepted in writing and all contingencies removed in writing.

Buyer **ACKNOWLEDGES** that **SELLER WILL NOT PRORATE TAXES** and by signature hereon each party agrees to hold each other harmless from any tax or other adjustments in the future.

Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs or other services may be performed by vendors or contractors selected or recommended by Seller as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or non-performance and costs of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

The undersigned agrees that they have the full authority to execute this document personally and for any organization they represent or will represent. By signing you agree that you have read, understand and have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned acknowledges receipt of a copy of this document.

In the event there is any conflict between this addendum and the contract, the terms of this addendum take precedence and shall prevail, except as otherwise provided by applicable law.

The **CLOSING OF THIS TRANSACTION** shall constitute as acknowledgment by the Buyer(s) that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**

In the event that any provision, clause, sentence, section or other part of the Agreement, contract or addendum is held to be invalid, illegal, inapplicable, void or unenforceable in law to any person or circumstance, it is the intentions of the parties that the balance of the Agreement shall nevertheless remain in full force and effect

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**Buyer Signature**

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Name

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**Date**

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**Buyer Signature**

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Name

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**Date**