



# FINANCING ADDENDUM



No. \_\_\_\_\_

Date: \_\_\_\_\_ APN: \_\_\_\_\_

Property Address: \_\_\_\_\_

Seller/Beneficiary/Lender (hereinafter, collectively, "Seller") \_\_\_\_\_

Buyer/Trustor/Borrower (hereinafter, collectively, "Buyer"): \_\_\_\_\_

This Addendum is attached, incorporated and made a part of that certain PURCHASE AGREEMENT ("the Agreement") dated \_\_\_\_\_.

**1. FORM OF DOCUMENTATION:** Select one of the following:

The parties hereby instruct Escrow Holder to prepare a Promissory Note secured by Deed of Trust of the same date and amount in favor of the Seller, to be recorded through this escrow as a \_\_\_\_\_ Deed of Trust lien upon the subject property. Escrow Holder is hereby authorized and directed to use its standard Note and Deed of Trust, and Escrow Holder shall deliver the Note and Deed of Trust to the parties within five (5) days of the execution and delivery of this Addendum to Escrow Holder. Escrow Holder is instructed to insert interest commencement and payment dates on the Note, which dates were not available at time of preparation of said instruments, at the close of escrow and over the original signatures of the parties herein, without further written instruction required from either party.

**-OR-**

\_\_\_\_\_ Buyer \_\_\_\_\_ Seller shall provide a Promissory Note secured by Deed of Trust of the same date and amount in favor of the Seller, to be recorded through this escrow as a \_\_\_\_\_ Deed of Trust lien upon the subject property. Escrow Holder is instructed to insert interest commencement and payment dates on the Note, which dates were not available at time of preparation of said instruments, at the close of escrow and over the original signatures of the parties herein, without further written instruction required from either party.

**Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**2. TERMS OF PROMISSORY NOTE AND DEED OF TRUST:** In addition to the usual and customary representations, warranties, covenants, conditions and other agreements that are normally set forth in agreements for a transaction of the nature contemplated hereby, the Promissory Note and Deed of Trust shall contain the following terms and conditions (unchecked boxes shall NOT apply).

PRINCIPAL BALANCE: \$ \_\_\_\_\_

**A)**

**PRINCIPAL AND INTEREST:**

Principal and interest payments amortized over \_\_\_\_\_ years shall be made in monthly installments, including principal and interest at the rate of \_\_\_\_\_% per annum, interest to accrue from the close of escrow and the first installment to be due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and continuing on the same day of each consecutive month, until \_\_\_\_\_, when the then entire unpaid principal balance and accrued interest shall become all due and payable.

BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**-OR-**

**INTEREST ONLY:**

Interest only payments shall be made in \_\_\_\_\_ installments of interest only at the rate of \_\_\_\_\_% per annum, to accrue from \_\_\_\_\_, and the first installment to be due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and continuing on the same day of each consecutive \_\_\_\_\_, until \_\_\_\_\_, when the then entire unpaid principal balance and accrued interest shall become all due and payable.

BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**-OR-**

**STRAIGHT NOTE:**

The Promissory Note shall bear interest at the rate of \_\_\_\_\_% per annum, to accrue from the close of escrow. The entire unpaid principal balance and accrued interest shall be all due and payable in full on or before \_\_\_\_\_.

BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

B)

IMPOUNDS: Buyer agrees to pay impounds for taxes, insurance, and \_\_\_\_\_.

C)

BALLOON PAYMENT: The Promissory Note shall contain a balloon payment of any unpaid principal balance due on \_\_\_\_\_.

D)

PREPAYMENT WITHOUT PENALTY: Buyer reserves the right to prepay this obligation, in whole or in part, without penalty.

**-OR-**

PREPAYMENT PENALTY: Should Buyer prepay this obligation in whole or in part, the following prepayment penalty shall be due and payable in addition to the principal and interest owed:

\_\_\_\_\_  
\_\_\_\_\_.

E)

LATE PAYMENT PENALTY: If any installment is not received by Seller or Seller's designated servicing agent within \_\_\_\_\_ calendar days following the scheduled due date, a late charge shall be assessed to the installment in an amount equal to: (\_\_\_\_\_% of any installment) -OR- (a flat fee in the amount of \$\_\_\_\_\_). The late charge shall be payable in addition to, and at the same time as, the regularly scheduled installment.

F)

DEFAULT: Default is defined as any installment that is \_\_\_\_\_ (\_\_\_\_\_) calendar days past due.

G)

DEFAULT RATE: In the event Buyer defaults, the interest rate will increase to \_\_\_\_\_ % per annum, which shall continue until the default is cured.

H)

FAILURE TO PAY UPON MATURITY: In the event Buyer fails to pay this obligation in full, on or before date of maturity as shown thereon, then the outstanding principal balance shall be increased by \_\_\_\_\_%, and the full amount shall be immediately due and payable.

I)

PENALTY FOR ADVANCE: Any advances made by Seller for payment of taxes, insurance or any other advances will accrue interest at the Default Rate, which shall become immediately due and payable by Buyer in addition to regular installments.

J)

DUE ON SALE/ALIENATION CLAUSE: If Buyer shall sell, convey or alienate the herein described property, or any part thereof, or any interest therein, or shall be divested of this title, or any interest therein, in any manner or way, without first having obtained Seller's written consent to do so, the entire balance of the Note secured thereby shall, at the option of the holder thereof, and without demand or notice, become immediately due and payable.

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**K)**

**ACCELERATION CLAUSE:** In the event Buyer defaults in making any of the payments when due, then in such an event, Seller may, at their sole option, require the entire balance outstanding plus accrued interest immediately due and payable.

**L)**

**REQUEST FOR NOTICE:** Seller herein requests and instructs Escrow Holder to prepare and have recorded a Request for Notice on their behalf for each prior Deed of Trust, if any.

**M)**

**LOAN SERVICING:** The parties hereto instruct Escrow Holder to establish a loan collection/servicing account, as evidenced by their signatures on a loan service agreement for the purposes of servicing the Note created herein. Buyer herein agrees to remit payments directly to the Loan Servicing Agency at the place so designated. In compliance therewith, the parties herein agree to forever release and relieve Escrow Holder, Title Company and REALTOR® against any and all costs, responsibility and/or liability in connection therewith. Escrow Holder is hereby authorized and instructed to surrender the original fully executed Promissory Note to said servicing agency for collection thereon and name said servicing agency as the return address on the Deed of Trust.

Monthly service fee paid by:  Buyer - OR -  Seller.  
Initial Set-up Fee paid by:  Buyer - OR -  Seller - OR -  50/50 split.  
Loan Servicing Company to be selected by:  Buyer - OR -  Seller.

Loan Servicing Company (if known): \_\_\_\_\_  
\_\_\_\_\_

**-OR-**

**WAIVER - LOAN SERVICING:** The parties hereto instruct Escrow Holder NOT to establish a servicing account for purposes of servicing the Note created herein. Buyer herein agrees to remit payments directly to Seller, outside of this escrow, at the place designated by Seller. In compliance therewith, the parties herein agree to forever release and relieve Escrow Holder, Title Company and REALTOR®(S) against any and all costs, responsibility and/or liability in connection therewith. Escrow Holder is hereby authorized and instructed to surrender the original fully executed Promissory Note direct and to the Seller for collection thereon.

**3. ADDITIONAL TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. RECONVEYANCE:** Upon receipt of written request from Buyer reciting that all sums secured by the Deed of Trust have been paid and upon confirmation by the trustee and surrender of the Deed of Trust and the Note secured thereby to the trustee for cancellation and retention, or such other disposition, and upon payment of its fees, the trustee shall reconvey, without warranty, all portions of the secured property which are then encumbered by the Deed of Trust.

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

**5. INSURANCE:** Buyer shall deliver to Escrow Holder prior to closing, a one (1) year prepaid policy of hazard insurance, in an amount not less than the combined outstanding balance of any loans being created herein. The policy shall name Seller as a loss payee thereunder. It shall be the sole responsibility of Seller and/or Beneficiary/Note Holder to satisfy themselves as to the sufficiency of said policy prior to close of escrow.

**6. LIEN PRIORITY:** In the event Seller is to be the beneficiary of a Junior Deed of Trust in connection with this transaction, any title policy issued to insure Seller's Deed of Trust shall reflect the security instrument as a lien subordinate to any prior recorded Deed of Trust.

**7. IMPUTED INTEREST:** The undersigned parties acknowledge (i) that the Internal Revenue Service may impute and apply additional interest on any Promissory Note that carries a below market rate of interest, an understated interest rate or no interest rate, and (ii) they agree to forever release and relieve Escrow Holder, Title Company, REALTORS®, Brokers, and Agents herein should the Internal Revenue Service impute any additional interest on the Promissory Note.

**8. GENERAL:** Time is of the essence hereunder. No change, modification or amendment of this Addendum shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Addendum will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Addendum is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the appropriate forum for any action relating to this Addendum shall be in the county where the property is located. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party. This Addendum may be signed in counterpart and/or by electronic means.

**BUYER AND SELLER HEREBY ACKNOWLEDGE THAT EACH:**

- 1. Has been advised to and has been afforded the opportunity to seek the advice of independent legal counsel in connection with signing and making this Addendum and its effect upon each of them and their property;**
- 2. Has carefully read and understood this Addendum;**
- 3. Are signing and making this Addendum voluntarily;**
- 4. Has not received any representation from the Escrow Holder, title company, REALTORS®, Agents or brokers about the tax, legal, or financial consequences of this Addendum;**
- 5. Has been advised that this Addendum may have significant tax, legal, or financial consequences;**
- 6. Has been advised Seller Financing involves risk;**
- 7. Has been advised to seek the advice of independent tax, legal, and financial counsel; and**
- 8. Has had the opportunity to seek the advice of independent tax, legal, and financial counsel.**

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**NOTICE TO BUYER AND SELLER: THIS DOCUMENT IS A LEGAL DOCUMENT AND YOU ARE STRONGLY ENCOURAGED TO SEEK THE ADVICE OF COMPETENT LEGAL AND FINANCIAL COUNSEL PRIOR TO SIGNING. THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL TAX, OR FINANCIAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**PARTIES' ACCEPTANCE**

The undersigned parties hereby accept and agree to be bound by each provision of this Addendum,

\_\_\_\_\_  
Buyer's Signature                      Buyer's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Buyer's Signature                      Buyer's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Buyer's Signature                      Buyer's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Buyer's Signature                      Buyer's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Seller's Signature                      Seller's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Seller's Signature                      Seller's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Seller's Signature                      Seller's Printed Name                      Date                      Time                       AM  PM

\_\_\_\_\_  
Seller's Signature                      Seller's Printed Name                      Date                      Time                       AM  PM

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