

Investors Rehab, Inc.  
4341 Charlotte Hwy Suite 211  
P.O.Box 5261  
Lake Wylie, SC 29710  
803-831-0056  
Fax 803-831-0805

### **Instructions for submitting an offer**

To submit an offer, please submit the attached contract and addendum. You must also submit the correct deposit for your offer and contract to be complete.

The required deposit is listed on the property details page. To insure your deposit is received in a timely manner you may wish to pay your deposit with credit card directly from the property listing page on our website. If you elect to send your deposit we suggest using overnight or priority service to insure receipt. You can send it to the address above.

Unless your offer is all cash you need to either be approved with FHS or submit proof of funds or approval letter with the offer.

To view a property, please contact the appropriate person with Investors Rehab, Inc. to make arrangements to obtain access.

Most of our properties are sold in less than two (2) hours. We do however take back up contracts.

You can use any attorney you want however it may save you time and money to use the same attorney we used to buy the property. They may or may not have been recommended by the seller or real estate agent.

You also may be able to use an existing appraisal Investors Rehab has obtained however depending on your lender or your preference, you may need an additional appraisal.

Because of the deep discounted prices we have negotiated on the properties we resell to investors and the small margins we work off of, we are unable to negotiate on the prices offered. We provide real values and discounted prices on the wholesale properties we offer.

We will be glad to refer any Contractors, appraisers, attorneys, property managers, etc. if we are aware of any in the area of the property however you must interview them and make your own decision about using or relying on their information or services. We highly recommend getting detailed descriptions in writing with any vendor used.

Because we usually buy and sell our properties on the same day it is extremely important for you to close on the anticipated closing date in your contract to avoid penalties.

We take each and every offer very serious.

All offers are subject to prior sales and withdrawals.

Once you have filled out the contract and addendum please fax back to 803-831-0805.

# Investors Rehab, Inc.

# CONTRACT OF SALE

4341 Charlotte Highway, Suite 211 Lake Wylie SC 29710  
(803) 831-0056 office (803) 831-0805 fax

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, State of \_\_\_\_\_ Carolina. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ For the PURCHASE PRICE of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

TERMS AND CONDITIONS OF SALE: \_\_\_\_\_

Buyer warrants that they are purchasing the property for use as an investment and not as a personal residence.  
Buyer cannot advertise or promote the property prior to close.  
Possession of said premises will be given to purchaser at the time of closing.  
This contract is not assignable.  
Taxes, rent and rent securities shall be prorated at the time of closing and paid by the seller.  
This contract is subject to a 48 hours 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.

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.

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. Purchaser agrees to notify Seller in writing 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 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 \_\_\_\_\_, \_\_\_\_\_. The deposit is to be held by the Seller 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 both parties, their principles, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction, if any, is \_\_\_\_\_ and the selling broker in this transaction, if any, is \_\_\_\_\_.

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

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

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# ADDENDUM TO CONTRACT OF SALE

Page 1 of 2

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## Controlled Business Disclosure, Hold Harmless and As Is – Where Is Addendum

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_

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 a reasonable opportunity 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.

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, Financial Help Services, Inc, 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 attorneys 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.

If the property was built before 1978, the Buyer acknowledges receipt of a lead based paint brochure and disclosure available on the website, [www.InvestorsRehab.com](http://www.InvestorsRehab.com) and must sign and attach the lead based paint disclosure as part of this contract and addendum.

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

If financial services are provided by Financial Help Services, Inc. a conflict of interest exists. An officer and shareholder of Financial Help Services, Inc. is also an officer of Investors Rehab, Inc. The buyer may seek alternate sources for financial services if desired.

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**ADDENDUM TO  
CONTRACT OF SALE**

If Buyer chooses to use Financial Help Services, Inc. for financing and closing is delayed or cancelled because of financing, all stipulations of this contract and addendum still apply as if any other lender were financing the property for the Buyer.

If financing is not provided by Financial Help Services, Inc., then proof of funds are required at time of acceptance.

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 financable 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.

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 since the exact figures for property taxes may be unknown at this time, we understand that the tax Prorations on the settlement statement may be based on estimates or the prior year's taxes. In the event that taxes were paid for the preceding year on unimproved basis, the Prorations are based on estimates for the current year. In the event that taxes for the proceeding year were paid on improved basis and the exact current tax amounts are unavailable, Prorations are based on amounts for the preceding year. It is understood that there **WILL BE NO ADJUSTMENTS** made between seller and purchaser after closing. We do further agree that Prorations as reflected on the attached settlement statement are acceptable, 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.**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Name

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date