

## PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



## THIRD PARTY FINANCING ADDENDUM

## TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)				
<ol> <li>TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):</li> <li>A. CONVENTIONAL FINANCING:</li> </ol>				
<ul> <li>□ (1) A first mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.</li> <li>□ (2) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.</li> </ul>				
B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land Board.				
C. FHA INSURED FINANCING: A Section FHA insured loan of not less than \$ (excluding any financed MIP), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.				
D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.				
■ E. USDA GUARANTEED FINANCING: A USDA-guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed% per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed% of the loan.				
□ F. REVERSE MORTGAGE FINANCING: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ (excluding any financed PMI premium or other costs), with interest not to exceed% per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed% of the loan. The reverse mortgage loan □will □ will not be an FHA insured loan.				
G. OTHER FINANCING: A loan not of a type described above from (name of lender) in the principal amount of \$ due in year(s), with interest not to exceed% per annum for the first year(s) of the loan with Origination Charges not to exceed% of the loan. Buyer □ does □ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.				
2. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. Time is of the essence for this paragraph and strict compliance with the time for performance is required.				

Initialed for identification by Buyer\_\_\_\_ and Seller\_\_\_\_

A.BUYER APPROVAL (Check one box only):  This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract leve written notice to Soller within days after the Effective Date left-ethe date of the lithing contract by giving Seller. On otice of termination, and (ii) a copy of a written statement from the lender state of the lithing contract by all the contract will terminate and the carnest thin work of the refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A (the provision), the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's sasets, income and credit history.  This contract is not subject to Buyer obtaining Buyer Approval.  B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lenders underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer[-], may feet terminate this contract (later than 3 days) on or before the 3rd day before the Closing Date [may terminate this contract] later than 3 days on or before the 3rd day before the Closing Date [may terminate under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, before the purchaser (Buyer) shall not be obligated to Buyer and (iii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminate under this paragraph, Property Approval is deemed to have been obtained.  3. SECURITY: If required by Buyer's lender, each note of the binancing described above must be secured by vendor's and deed of trust liens.  4. HAPAY REQUIRED PROYISTON: If the financing described above involves FHA incurred or Armania and the subject of	Third	Party Financing Addendum Concerning	<u>11-04-2024[<del>10-07</del></u> Page	
A.BUYER APPROVAL (Check one box only):  This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract (give written notice to Seller) within days after the Effective Date (effective date) of the [this] contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates the contract under this provision, [are] this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 24 (this provision), the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.  B. PRIST contract is not subject to Buyer obtaining Buyer Approval.  B. PRIST contract is not subject to Buyer obtaining Buyer Approval.  B. PRIST contract is not subject to Buyer obtaining Buyer Approval.  B. PRIST contract is not subject to Buyer obtaining Buyer approval.  B. PRIST contract in the provision of the property does not satisfy lender's underwind the property does not be secured to the property does not be secured to the property does not be secured to the property does not be secured by vendor's and deed termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminate under this paragraph, the carnest money will be refunded to Buyer. If Buyer does not terminate on the paragraph that the property approval is deemed to have been obtained.  3. SECURITY: If required by Buyer's lender, each note of the handing des		(Address	of Property)	_
Approval, Buyer may terminate this contract [give written notice to Seller] within days after the Effective Date [effective date] of the [this] contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination, If Buyer terminates the contract under this provision, [and] this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A [this provision], the contract shall no longer be subject to the Buyer obtaining Buyer Approval.  Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.  This contract is not subject to Buyer obtaining Buyer Approval.  B.PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer[3] may [net] terminate this contract [later than 3 days] on or before the 3rd day before the Closing Date [may terminate this contract] by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminate under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, the carnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph is a secured by vendor's and deed of trust liens.  4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the behavior of the property estatement issued b			5	
<ul> <li>4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirement [requirements] in Paragraph 2B [2-B-] does not apply to this Paragraph 4.</li> <li>A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.</li> <li>B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.</li> <li>C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with prop</li></ul>	E	Approval, Buyer may terminate th within days after the Effective Da Seller: (i) notice of termination; and (ii setting forth the reason(s) for lender's under this provision, [and] this contract refunded to Buyer. If Buyer does not provision], the contract shall no longer to Buyer Approval will be deemed to have described above are available and (ii) lender's requirements related to Buyer's This contract is not subject to Buyer obtained and provision. PROPERTY APPROVAL: If Buyer's lender lender's underwriting requirements for the insurability, and lender required repairs) Ethan 3 days on or before the 3rd day before by giving Seller: (i) notice of termination; lender setting forth the reason(s) for lender paragraph, the earnest money will be refun	is contract [give written notice to Seller te [effective date] of the [this] contract by giving i) a copy of a written statement from the lender determination. If Buyer terminates the contract will terminate and the earnest money will be terminate the contract under Paragraph 2A [this be subject to the Buyer obtaining Buyer Approval been obtained when (i) the terms of the loan(selender determines that Buyer has satisfied all contract income and credit history. The loan (including but not limited to appraisal Buyer and (including but not limited to appraisal Buyer [7] may [not] terminate this contract [late and (ii) a copy of a written statement from the contract income and the contract income	grittes))f y,,fjes
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Buyer

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No.  $40-\underline{11}[\underline{10}]$ . This form replaces TREC No.  $40-\underline{10}[\underline{9}]$ .

Seller