



OFFER SHEET – send in front of Purchase Contract

Please complete with your offer and submit **IN THE ORDER OF:**

Your offer will be submitted according to the answers provided herein, please be sure to be **ACCURATE.**

- Offer Sheet
- Lender Letter or Verification of Funds Letter
- Copy of Earnest Money Check made payable to: “Title Co” if available at time of offer
- Bank Addenda
- Contract
- Closing Instructions
- Colorado Disclosures (Download @ www.FIRE-REO.com Yellow Button select property click on links for Colorado Disclosures and/or addenda)
- Any additional information/paperwork

Property Address: _____

Buyer **EXACTLY AS PER CONTRACT:** _____

Buyer’s mailing address: _____ (seller required)

Type Occupant: Investor__ Owner__ Tenant__ Public Entity__
Lic. Agent Owner__ Lic. Investor Owner__

Check one applicable box:

- Buyer **NOT** using Public Funds__
- Buyer **USING** Public Funds __
- Public Entity **USING** Public Funds __
- Other Entity **USING** Public Funds__

Take Title as per Contract: (Check One) Joint Tenants Tenants in Common
Other_____

Deadline Dates:

- Offer Date: _____
- Loan Conditions _____
- Appraisal _____
- Inspection _____ Days to Inspect_____
- Closing _____ Days to Close_____
- Offer Expiration Date: _____

Purchase Price \$ _____
Down Payment \$ _____

Earnest Money \$ _____
Attach E.M check for initial submission: _____
Replace E.M check with Certified Funds upon Seller’s signatures: _____

Loan Amount \$ _____
Concessions \$ _____



Ph: 303-674 3004 FAX: 303-674 4008 Email: CCIM@FIRE-REO.com

Cash__ CV__ VA__ FHA__ 203K__ Home Path__ Home Path Renovation__
Funds Type: NSP __ Federal __ State __ Local __ Other / please state which / what

If Title Company is unknown at this time, please make check payable to "Title Company", once we know the Title Company we will need certified funds at that time, which please deliver to Title Co., obtaining Earnest Money receipt. Email copy of receipt to: CCIM@FIRE-REO.com.

Financing: Conv__ FHA__ VA__ Cash__

Survey, if any, Payable by: Buyer__ Seller__ N/A__

Home Warranty (not usually paid for by seller) Yes __ No __
Details:

Buyer does__ does not__ represent to occupy as Primary Residence

Additional Provisions as per Contract: _____

Selling Broker Office: _____ Agent: _____
Address: _____
Cell: _____ Office Ph: _____ Fax: _____
Email: _____
Office ID: _____ Agent ID: _____

Buyer's Lender: _____ Name: _____
Address: _____
Cell: _____ Office Ph: _____ Fax: _____
Email: _____

If Seller requested a prequal letter from a specific lender, you must attach this to your offer or delay offer submission until received:

Seller required Lender Letter included as requested: Yes__ N/A__

**See below if this is a
FANNIE MAE
property
for additional instructions
that MUST be followed**



If this is a Fannie Mae Property, please follow the following instructions in addition to the above:

Contract and Addendum have to be matched TO THE ADDENDUM as to the following items:

- **TYPE OR WRITE THE REO CASE NO PROVIDED TO YOU BY THE LISTING AGENT INTO THE FOLLOWING DOCUMENTS:**
 1. **LEAD BASED PAINT FORM**
 2. **THE FANNIE MAE ADDENDA**
 3. **THE NOTIFICATION TO LISTING AGENT FORM.**

THE CASE NO WILL START WITH A "D"

- **Sales Price**
- **Financing type – exactly – FHA or FHA 203K etc.**
- **Buyers name – cannot be changed later. Deal will fall out if this does not match**
- **Concessions**
- **Financing Contingency Date**
- **Verbal Acceptance Date – that is provided to you by FANNIE Mae in the addenda you will receive. Match your contract to this addenda.**
- **Close of Escrow**
- **Fannie Mae Lead Based Paint Addendum – if needed (prior to 1978)**

Attach the following paperwork to your – REVISED per the above – purchase contract:

- **Check off all bullets on this form and attach in front of the offer sheet**
- **Prepare a new purchase contract after you receive the addenda – structure it per the addenda, no different**
- **Make sure buyer signs and initials every page of the addenda and the purchase contract**
- **Attach copy of earnest money check as per the agreed upon amount**
- **Attach copy of lender letter as per the purchase price and new loan amount stating the type of loan you are getting**
- **Fannie will NOT accept the Colorado Lead Based Paint form. Therefore, use the Fannie Mae Lead Based Paint Addenda instead.**
- **Include the owner certification**
- **Include the FHA amendatory clause letter your lender has for you – if it is an FHA loan and your lender requires it.**



Please NOTE:

- If you need to amend the contract, other than for the buyer's name (dates only if needed due to seller delays or delays in dates due to a 203K loan, then you **MUST** use a Fannie Mae amend form only. Cannot accept Colorado Amend/Extend. Must be the Fannie Mae form.
- **FANNIE DOES NOT ALLOW DIGITAL SIGNATURES.**
- **LISTING AGENT TO INCLUDE THE NOTIFICATION TO LISTING AGENT TO THIS PACKAGE.**

SUMMARY of docs needed in **ONE PDF DOCUMENT, LEGIBLE IN LOW RESOLUTION AS FOLLOWS FOR ALL FANNIE MAE PROPERTIES: Either scan or fax.** The total file size cannot exceed 3 MB. It must be one pdf document to be able to be accepted as a complete file

Offer Sheet (DO NOT SEND THE AGENT OFFER INSTRUCTIONS ALONG FOLLOWING.

Fannie Mae Checklist – the page prior to this one – if you have a Fannie Mae Property. It will be identified as such in the listing/mls.

Copy of Earnest Money check

Copy of Lender letter or Verification of Funds Letter

Your FHA amendatory clause letter from your lender if needed

Add Fannie Amend/Extend if any is needed

Fannie Mae Addendum

Purchase Contract – revised to the approved Fannie Mae Addendum

Any Fannie Mae Disclosures and Additional Addenda

Owner Certification

Listing Agent to Add Notification to Listing Agent

Any Colorado Disclosures with Closing Instructions



Agent Offer Instructions:

Please note: All paperwork and information available at this time is uploaded on our website. If it is not there, then we do not have additional paperwork or title co info at this time.

Initial Offers:

- **Submit the following documents in the order of:**

1. Offer Submission Sheet – please complete as per contract and submit as first page.
 2. Verification of funds or lender letter and Verification of funds for 20% down purchases
 3. E. Money check copy made out to “Title Company” unless we know who the title co is. Once under contract, please replace check with certified funds and deliver to the title co we email you. We will not have title co in most cases until we are under contract.
 4. Please obtain an e.m receipt from the title co and email it to us
 5. Purchase Contract
 6. Bank Addenda, if any are available for you to download on our website
 7. Colorado Disclosures and/or bank Disclosures as available on website. – **MAKE SURE LEAD BASED PAINT BOX IS CHECKE BY BUYER.**
 8. Make sure all pages are initialed on the bottom and signed by buyer and agent where applicable. Incomplete paperwork will delay offer submission.
- Email all offers in one PDF document, legible at low resolution. Max 1 MB per contract. (Seller can not receive large files. If you send a 5 MB file, this will delay offer submission as you will have to resubmit)
 - If you cannot figure out how to email, please fax all the above in one document
 - Email us your office/agent id and your buyer’s lender name, phone no and email addres.

DO NOT – as this will delay your offer submission:

- Send multiple submissions or file formats. E.g. lender letter in word, contract in ctme contract link, e.m check in tif etc.
You have to submit the complete file in ONE DOCUMENT as we only have one upload capability in most cases. We cannot work with multiple files or multiple file formats..
- Send more than 1 file document
- Send multiple emails
- Send other than PDF docs
- Fill out contract in RED INK, or other. Must all be black. Red fades and is not legible when it gets to seller.
- Email/Fax poor quality pages – seller cannot read and will reject yr offer.



Countered Offers:

If your offer is countered and accepted later on, please be sure to update your lender and or verification of funds letter to reflect the correct purchase price. Also update e.m check copy with correct e.m amount if bank counters it.

Non Negotiable items/Some advise from me to you/What you should know:

1. **Commission is whatever it is.** Non-negotiable for you or me. The seller determines your and my commission in 98% of the cases. At best, the listor gets the same. Most of the time, we get a lot less than buy side.
2. **Seller will request "highest and best" if multiple offers are received.** If that is asked, please simply email me your highest and best. No need to issue a new contract. Just email the changes from the submitted contract.
3. **Bank properties are sold as is.** Do not make your offer unfavorable to seller by asking a bunch of stuff in the additional provisions. At best, it gets countered out. Worst case, you loose the deal to another buyer.
4. **Best terms: Cash over financing, Conventional over FHA, FHA over FHA REHAB or VA.** Sorry that is just the way it is. They sell as is.
5. There will not be a formal counter in some/most cases. Offers and counters are system generated in most cases. I will email you the seller's counter in brief for your response. Once we go u/c, there will be paperwork coming your way.
6. Addenda from bank cannot be changed, amended, added or deleted to. Your buyer has to sign as is or seller will need to work with another buyer. **NO EXCEPTIONS.**
7. If utilities cannot be turned on, they will remain off for inspections.
8. Check your offer and addenda and paperwork etc. for completeness. Make sure you have initials, your signature, their signature, boxes checked etc and docs in order and sent in the correct file format – pdf – in one email or fax.
9. Once counter and or addenda comes out, please have it signed, initialed and sent back to me with a new copy of e.m check and/or lender/verify of funds letter if price/e.m has changed.
10. We have a title co sheet uploaded on website. Please cross reference title co we give you for contact info.
11. Please schedule your own closing date/time as soon as they let you. Email us what it is. You can schedule any time **ON or BEFORE closing date.**
12. Remember to take certified funds to title co – **within 2 days of seller signatures**, send us e.m receipt.
13. Email us yr office and agent id.
14. AS-IS means AS-IS. The inspection is for buyer's info only. If there is an issue, the seller may consider it if it is an appraisal and/or lender issue. Otherwise, it is as is.
15. If you are a cash buyer, you are buying as is. No concessions, no price reductions after inspection.
16. If your lender requires the appraiser to have the utilities on, and our property is winterized, you need to hold off the water inspection part until the appraiser and your inspector can meet at the same time. However, you need to have the rest of your inspection done by inspection deadline. If there is a water issue and the appraiser makes it a condition, then we will have to



Ph: 303-674 3004 FAX: 303-674 4008 Email: CCIM@FIRE-REO.com

17. notify the seller at that time. **You are responsible to let us know as to whether or not the appraiser needs the water on.**
18. We suggest you stay in contact w your buyer's lender and tell us if there is an issue **BEFORE WE HAVE A PROBLEM.** Your buyer may have to pay a per diem for delays caused by them.
19. Sometimes the buyer is responsible for dewint and/or rewint charges. If that is the case, we have to have one of our insured vendors take care of it and the buyer has to meet our vendor with certified funds at the property. Cost is around \$300.00 if seller does not pay. This is an issue from around Oct to April every year.
20. Please follow up w yr lender and have them send us loan commitment once ready.

Closing:

1. Please do walk-through 3 days before closing, pick up key. Call us so we can pick up sign and lockbox.
2. Key to remain in your possession, no entry by buyer or other without you present until **CLOSED AND FUNDED.**
3. Title Co needs to receive figures several days before closing in order to be ready for closing the day of. Make sure you put your lender in contact with title right away.
4. Title issues. When this happens, our deal gets delayed in closing. Thus, make sure you are ready well ahead of your contract deadlines to have extra time if a title issue comes up in the end. I would also suggest to have the option to get a longer rate lock, should it be needed. Just know that this could be an issue and that the seller will not reimburse buyer for any additional loan cost.
5. We have a lot of info uploaded on our website, where available. We suggest you print all there is under the property you are offering on so that you know what the specifics are. Each deal is different.

Any other questions, please call



Tania K Leider, CCIM, CIPS, CDPE, CNE
Broker/Owner
FIRE, Incorporated
482 Sunshine Lane
Evergreen, CO 80439
Office: 303-674 3004
Fax: 303-674 4008
Cell: 720-298 6565
www.FIRE-REO.com click yellow button.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

REO Case #: _____
Loan #: _____
Property Address: _____

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, at purchaser's expense.

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - 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 one below):
 - 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): _____
 - 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 one below):
 - 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
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.

Broker's/Agent's Acknowledgment (initial)

[Signature] (f) Broker/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 provided by the signatory is true and accurate.

Fannie Mae
By:

Seller *[Signature]* _____ Date _____
Broker/Agent *[Signature]* _____ Date _____
Purchaser _____ Date _____

Seller _____ Date _____
Broker/Agent _____ Date _____
Purchaser _____ Date _____

REO #: D

AMENDMENT

Seller: Fannie Mae
Purchaser: _____
Property: _____
Date: _____

Seller and Purchaser entered into an agreement dated _____, 20 11 , (the "Agreement") whereby Seller would sell and Purchaser would purchase the Property. Seller and Purchaser mutually agree to amend the Agreement as follows:

EXTENSION OF CLOSING DATE

Under the terms of Section 2 of the Agreement the closing of this sale was to have occurred on or before _____, 20 _____. Seller and Purchaser mutually agree to amend the Agreement and extend the closing date to on or before _____, 20 _____. Time is of the essence with respect to the closing date as extended.

SALES PRICE
The sales price as set out in Section 1 of the Agreement is amended from \$ _____ to \$ _____.

OTHER

Except as set forth in this Amendment, all terms and provisions of the Agreement shall continue in full force and effect.

SELLER:
 FANNIE MAE

PURCHASER:

_____, as Attorney
in Fact for Fannie Mae

FANNIE MAE as Attorney in Fact for

By: _____ Date: _____
Title: _____
Printed Name: _____
Date: _____

NOTIFICATION TO LISTING AGENT

REO# _____

Property Address _____

Listing broker/agent is hereby notified that if, for any reason, you have concern that the Owner Occupant Certification made by the PURCHASER(S) or SELLING AGENT is false, misleading or a misrepresentation of the truth that you should report this concern to your Fannie Mae sales representative or Asset Management Provider.

I have read and understood this notification.

J. Weide

LISTING AGENT

DATE

**OWNER OCCUPANT CERTIFICATION
Rider to the Real Estate Purchase Addendum**

REO# _____

Property Address _____

This is to certify that consistent with the representation made by me in the Real Estate Purchase Addendum, Section 4, Use of Property, I will occupy, establish and use the above-referenced property as my primary residence within 60 days after the Closing and will continue to occupy the property as my primary residence for at least one year after the date of occupancy, unless extenuating circumstances arise which are beyond my control. If the property is a multi-unit property, I may rent units other than the unit that I occupy as my primary residence. Furthermore, I fully understand that Fannie Mae is relying upon my representation of being an owner occupant of the property, and that the sale of the property to me by Fannie Mae is conditioned upon this representation.

In the event that I do not occupy the property as my primary residence in accordance with the above certification, I shall pay Ten Thousand Dollars (\$10,000) to Seller as liquidated damages, which amount shall be in addition to Seller's right to retain any earnest money deposit and any other funds then paid by the Purchaser as liquidated damages pursuant to Section 19 of the Real Estate Purchase Addendum and any other remedy available to Seller at law or equity. Additionally, I agree to pay Seller's reasonable attorney fees and costs incurred by Seller in enforcing its rights hereunder.

PURCHASER

Date

PURCHASER

Date

PURCHASER EMAIL ADDRESS*

Agent certifies that he/she has not knowingly submitted to Seller the sales contract and Real Estate Purchase Addendum for the above referenced property on behalf of an investor purchaser. Agent further certifies that he/she is aware of the penalties to the buyer for false certification.

SELLING (BUYER'S) AGENT

Date

SELLING (BUYER'S) AGENT EMAIL ADDRESS*

*Optional field. Providing an email address allows Fannie Mae to notify you of special HomePath offers in the future, which helps buyers and real estate professionals receive the maximum benefit from these opportunities.