

**SELLER-CARRIED TRANSACTION ADDENDUM**

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID# _____
4	_____ (the "Property")

5 This Seller-Carried Transaction Addendum (this "Addendum") is to be entered into concurrently with the OREF C-501 – Commercial Real Estate Sale  
6 Agreement.

7 **1. SELLER-FINANCING CONTINGENCY:** Buyer will, within \_\_\_\_ Days (three [3] if not filled in) of the date this Addendum is Signed and Delivered,  
8 Deliver to Seller Buyer's most recent personal and (if applicable) corporate financial information, credit reports, tax returns, and other information  
9 available to Buyer that Seller reasonably requests ("Buyer's Financials"). If Seller is not satisfied, in Seller's sole discretion, with Buyer's  
10 creditworthiness, Seller may, within \_\_\_\_ Days (ten [10] if not filled in) after receipt of Buyer's Financials, terminate the Sale Agreement and refund  
11 all Deposits paid by Buyer.

12 **2. SELLER-FINANCING DOCUMENTS:** If Seller does not terminate this transaction as provided in Section 1, Seller will, at Seller's sole expense,  
13 Deliver the following documents to Buyer (the "Seller-Financing Documents") (*select one*):

- 14 (a)  Promissory Note and Trust Deed;  
15 (b)  Contract of Sale (also known as a Land Sale Contract) and Memorandum of Contract of Sale; or  
16 (c)  Other (*describe*) \_\_\_\_\_

17 Seller will Deliver the Seller-Financing Documents to Buyer at least \_\_\_\_ Days (thirty [30] if not filled in) before the Closing Deadline. If the parties do  
18 not approve the Seller-Financing Documents at least \_\_\_\_ Days (five [5] if not filled in) before the Closing Deadline, the Sale Agreement will terminate  
19 and all Deposits will be promptly returned to Buyer. If the parties approve the Seller-Financing Documents, the parties will sign and Deliver them at  
20 Closing.

21 **3. SPECIFIC TERMS:** The following terms will be inserted into and become part of the Seller-Financing Documents:

- 22 (a) Remaining balance of the Purchase Price: \$ \_\_\_\_\_ (see the "Financing" Section of the Sale Agreement)  
23 (b) Interest Rate: (*select one*)  fixed at \_\_\_\_% per annum; or  variable at \_\_\_\_% over the: (*select one*)  LIBOR  WSJ U.S. Prime  
24 Rate  Other rate (*specify*) \_\_\_\_\_, each as published \_\_\_\_ Days (ten [10] if not filled in) before the  
25 Closing Deadline.  
26 (c) Payable in monthly installments of principal and interest, the first of which will be paid on the \_\_\_\_\_ Day of the second  
27 (2<sup>nd</sup>) month following the Closing Deadline, with subsequent payments made on the same Day of each subsequent month.  
28 (d) Monthly payments of \$ \_\_\_\_\_ (*select one*)  until paid in full  with a balloon payment at the end of the \_\_\_\_\_ year.  
29 (e) Prepayment penalty (*select one*)  none  (*specify*) \_\_\_\_\_  
30 (f) The parties (*select one*)  will  will not establish a collection escrow. If the parties will establish a collection escrow, all set up fees,  
31 installment fees, and close-out fees will be paid by (*select one*)  Buyer  Seller  Buyer and Seller equally.

**4. REPRESENTATIONS:**

- 33 (a) Buyer represents and warrants to Seller that the Property is being acquired for business or investment purposes.  
34 (b) Buyer and Seller each represent and warrant that: (i) they have had an opportunity to receive financial and legal advice about the terms of  
35 this transaction, and (ii) they understand that seller-carried financing may involve complicated legal issues and documentation, real estate  
36 agents cannot give legal advice, and they should obtain legal advice before entering into this transaction.

**5. ADDITIONAL TERMS:** (*describe*) \_\_\_\_\_

See Addendum \_\_\_\_\_

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) \_\_\_\_\_

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE****OREF C-557 | Released 01/2024 | Page 1 of 1**