

Seller's Acknowledgements

I, _____ (Seller), on this _____ day of _____, 20_____, have agreed in writing to sell the property commonly known as _____, (The Property) to _____ (Buyer) and or assigns, according to the terms and conditions contained in the Purchase and Sale Agreement and or Option to Purchase Agreement (The Agreement) of even date, a copy of which is attached hereto. I further state as follows:

- 1. OWNERSHIP OF THE PROPERTY:** I am the owner of the Property (or I have an equitable interest in The Property) and am able to contract for its sale.
- 2. ACCEPTANCE:** I have reviewed the terms and conditions contained in The Agreement and have accepted Buyer's offer to purchase The Property.
- 3. GOOD AND VALUABLE CONSIDERATION:** I have received good and valuable consideration in signing The Agreement, and I acknowledge both the receipt and the sufficiency of the consideration.
- 4. IN MY BEST INTEREST:** I am satisfied with The Agreement and have agreed to sell The Property because it is in my best interest to do so.
- 5. FULLY INFORMED AND NOT CONFUSED:** I have signed The Agreement being fully informed and with sufficient understanding of all terms and conditions contained therein. I am not confused about any aspect of The Agreement.
- 6. SATISFIED WITH THE SALES PRICE:** I understand I may be selling The Property for less than market value buy have chosen to do so because circumstances dictate that an immediate sale, even at a discounted price, is in my best interest. I am satisfied with the sales price I have negotiated.
- 7. SALE IS FINAL:** I understand by signing The Agreement, I have agreed to sell The Property to Buyer and am now bound by the terms and conditions described in The Agreement. I further understand that I cannot change my mind or cancel the contract at some later date, nor can I continue to market The Property to any other buyer.
- 8. NOT A LOAN:** I understand The Agreement I have signed is for the outright sale of The Property and is not intended to be a loan of any kind.
- 9. AGREEMENT MAY BE ASSIGNED:** I understand Buyer may assign The Agreement to another party and I may be closing the sale with someone other than Buyer.
- 10. NO ESCROW:** I understand Buyer may choose to close this transaction without the use of an escrow company and may record the conveyance documents himself.
- 11. CLOSING DOCUMENTS:** I understand there will be additional closing documents to sign and upon receipt, agree to sign and deliver the closing documents either into Escrow or directly to Buyer, as Buyer may direct, in a timely manner.
- 12. COPIES OF THE PAPERWORK:** I understand that copies of the paperwork I've signed will be provided to me in a timely manner and I acknowledge that circumstances dictate that copies may not be immediately made available to me.
- 13. BUYER ENTITLED TO MAKE A PROFIT:** I understand Buyer may resell Option to Purchase Contract, the Purchase and Sale Agreement, or The Property and may realize a profit in doing so. I agree Buyer is entitled to any profit that may ultimately result from the subsequent resale of Option to Purchase Contract, the Purchase and Sale Agreement or The Property.
- 14. LEGAL COUNSEL ADVISED:** I acknowledge Buyer has advised me to seek independent legal counsel to review The Agreement.
- 15. FINANCIAL REVIEW ADVISED:** I acknowledge Buyer has advised me to seek an independent financial advisor to review The Agreement.

_____ Optionor/Seller

16. FAIRLY NEGOTIATED: I understand Buyer has negotiated on his own behalf and likewise, I have negotiated on mine. I acknowledge The Agreement has been negotiated fairly and Buyer has not taken advantage of me or my current situation.
17. PROPERTY IS NOT LISTED WITH REALTOR: I acknowledge that the property is not listed with a Real Estate Agency at this time.
18. NO PRECLUDING AILMENTS: I have no physical, mental or emotional ailments that preclude me from signing The Agreement.
19. Approval of Buyer: The decision to accept these particular Tenant(s)/Buyer(s) was a joint decision I fully approve and agree with the selection of the Tenant(s)/Buyer(s) for this transaction.
20. Failing to Make Timely Payments: I acknowledge and understand that upon the completion this transaction I still remain primarily liable on my mortgage and this transaction does not affect my legal obligation to continue to make full and timely payments on my mortgage. I acknowledge and understand that the Tenant(s)/Buyer(s) failure to make full and timely payments to me or my Lender does not relieve me of my obligation to make said mortgage payments. I further hereby acknowledge and understand that I remain subject to the terms of the mortgage and that in the event of a default I may be subjected to foreclosure proceedings.
21. NOT UNDER THE INFLUENCE: I am not now under the influence of alcohol or any other mind-altering substance, nor am I taking medication that would cloud my judgment or make me unable to think clearly.
22. NO OTHER PROMISES: I have not been promised anything other than what is described in The Agreement. There are no unresolved issues, no side agreements, nor are there other terms not disclosed in The Agreement.
23. NOT UNDER DURESS: I am not under duress and have signed The Agreement of my own free will, without any undue financial pressure. Buyer has in no way pressured me into signing The Agreement.
24. FULLY SATISFIED WITH AGREEMENT: I am fully satisfied with all terms and conditions contained in The Agreement.
25. I'm Aware: the loan has a due on sale clause and the bank could call the loan due. If that were to happen, it could affect my credit and the buyer is not obligated but will use good faith to negotiate and work out with bank. I know the loan will stay in my name until the debt is paid in full.
26. FULLY SATISFIED WITH AGREEMENT: I am fully satisfied with all terms and conditions contained in The Agreement.

Dated this _____ day of _____, 20_____.

Seller (Signature)

Seller (Signature)

State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)

Print Name

My Commission Expires