

This Addendum "A" is an addendum to Purchase Agreement dated the 23rd day of December, 2008, between Carlos Simms (Purchaser(s)), and Wachovia Mortgage, FSB, its successors and/or assignees ("Seller"), concerning real property known as 763 NE 80 ST, Miami, FL 33138 REO #126727 (the "Property"). The FOLLOWING ADDITIONAL TERMS AND CONDITIONS are made as an integral part of the above-stated Purchase Agreement.

**1. Regarding Property Inspection:**

The Property being sold is not new and neither Seller nor Seller's agents warrants, in any manner express or implied, the condition of the Property, which is to be sold in its present "AS-IS" condition. Purchaser(s) is aware that the Seller obtained the Property through foreclosure proceedings.

Purchaser(s) agrees to conduct a timely personal inspection of the Property, and to obtain, at Purchaser's discretion, timely inspection reports from qualified experts as to any and all improvements and systems of the Property, including, but not limited to, roof, plumbing, electrical, appliances, sewer, soil conditions, foundation, heating, air conditioning, window security bars, structural wood infestation conditions, mold/mildew conditions, and pool related equipment, if applicable, all said inspection reports to be obtained solely at Purchaser's expense.

If the Property is located in a condominium, a planned unit development ("PUD") or is otherwise controlled by a homeowner's association and subject to a declaration of covenants, conditions and restrictions ("CC&R's"), Purchaser's inspection shall include inquiry to the homeowner's association and review of its budget and reserves, minutes or newsletters as well as the CC&R's.

Seller agrees to permit Purchaser(s), or their representatives, reasonable access to the premises for 1 calendar days after acceptance of Purchase Agreement, to complete the said personal inspection and to obtain and approve said inspection reports. Unless Purchaser(s) notifies the Seller within said time, in writing, that the condition of the premises is unacceptable (in which event the Purchase Agreement shall become null and void), Purchaser(s) agrees to accept the Property in its present "AS-IS" condition.

Purchaser(s) acknowledges that they are not relying upon any representations of the Seller or the Seller's agents concerning the condition of the Property, nor are they relying upon the Seller or the Seller's agents to investigate and report on the condition of the Property to them. Purchaser(s) agrees that they are relying exclusively upon their own inspections and that of experts retained by them as to the condition of the Property.

**2. Time is of the Essence:**

Time is of the essence in respect to all matters contained in the Purchase Agreement and this Addendum "A". Purchaser(s) acknowledges that he must perform all contractual obligations by the dates specified in the Purchase Agreement and this Addendum "A". After any and all contingencies in this Purchase Agreement have been removed, Purchaser(s) also acknowledges and agrees that the earnest money deposit is non-refundable, and if Purchaser(s) cannot meet any of the dates, including but not limited to, the closing date, Seller reserves the right to void the Purchase Agreement, and said deposit will then be considered liquidated damages for non-performance by Purchaser(s), and retained by Seller. Any extensions requested by Purchaser(s) must be approved in writing, in advance, by Seller prior to the extension occurring.

**3. No Loan Contingencies:**

The purchase, subject of the Purchase Agreement and Addendum, is not contingent upon Purchaser obtaining financing for the purchase. Purchaser agrees to provide to Seller, within 1 calendar days of the date of the Purchase Agreement, satisfactory written evidence that Purchaser has funds sufficient to complete the purchase by the closing date set forth in the Purchase Agreement. Should Purchaser fail to timely provide such evidence, Seller shall have the right to cancel the Purchase Agreement without further notice to Purchaser.

**4. Title:**

Prior to the closing, Seller shall provide to Purchaser(s) at Seller's expense, an ALTA form of Owner's Title Insurance Commitment. Said Title Commitment will be issued by a Title Insurance Company of Seller's choice, a qualified title insurer agreeing to issue to Purchaser(s), upon recording of the Security Instrument to Purchaser, an Owner's Title Insurance Policy in the amount of the sales price. Any additional coverage desired by Purchaser(s) will be furnished by said Title Insurance Company at Purchaser's expense.

**5. Place of Closing:**

The hour and place for closing, as well as Closing Agent, shall be designated by Seller.

**6. Deposit:**

All deposits made under the terms of the Purchase Agreement shall be held in trust by Coastal Title. The party receiving the deposit agrees by the acceptance thereof, to hold same in escrow and to disburse it in accordance with the terms and conditions of this Purchase Agreement and this Addendum "A".

**7. Earnest Money Release:**

In the event Seller determines, in its sole discretion, that Purchaser(s) has breached the Purchase Agreement so that Purchaser's earnest money deposit has been forfeited, Seller may instruct the holder of the earnest money deposit to release the deposit to Seller and holder may release the deposit to Seller upon Seller's written demand delivered to holder without further consent or approval of Purchaser(s). Purchaser(s) agrees to hold the holder who so releases such a deposit to Seller, harmless from any claims whatsoever based on holder's release of the said deposit. Any deposit so released shall become the property of the Seller and shall be free from any claim of any real estate broker, who may claim an interest in the purchase that is the subject of the Purchase Agreement and this Addendum "A".

**8. Documents:**

Seller shall convey title by means of a Special Warranty Deed.

**9. Terms of this Addendum "A" to Control the Purchase Agreement:**

This Addendum "A" is intended to be read in a manner consistent with the Purchase Agreement. If any inconsistency is found between the terms of this Addendum "A" and any of the terms and conditions contained in the Purchase Agreement, whether said terms and conditions are included in the printed Purchase Agreement, or any standard real estate pre-printed forms, or are specifically handwritten or typed on the Purchase Agreement, the terms and conditions in this Addendum "A" shall prevail.

**10. Commissions:**

It is agreed by all parties including Purchaser(s), Seller and licensed Real Estate Brokers, that commissions (if any) shall not be deemed to have been earned, and therefore will not be paid, until said transaction has finally closed.

**11. Tax Prorations:**

It is agreed that taxes will be prorated on most current available assessment and millage. All prorations will make appropriate allowance for maximum allowable discount and for homestead or other exemptions, if allowed, for current year. All prorations are considered final on day of closing.

12. ADDITIONAL ITEMS:

**WACHOVIA MORTGAGE, FSB**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Broker:

\_\_\_\_\_

Date: \_\_\_\_\_