

OFFER INSTRUCTIONS

OFFERS MUST INCLUDE:

1. **Multiple Offer Form**
2. **Addendum A: AS IS Condition**
3. **Addendum B: Mold Notice, Disclosure, and Waiver**
4. **Lender Letter if Applicable**

In the Contract please include:

1. Seller is US BANK, NA (**be sure to include the NA**)
2. Earnest Money Deposit to be \$1000.00
3. Contract Acceptance date at least 10 days **after** your offer is made.
4. Title Transfer to be Special Warrantee Deed
5. Seller will not provide Property Disclosure—Do not ask for one--they will not do it. They just do not know the history of the house.

Please Fax or Email contract. Always reference the Property address in your email.

Please do not hesitate to call for clarification.

Thank You!
Dean Yocum
(303) 475-3467



Main Office:
12191 West 64th Avenue
Suite 210
Arvada, CO 80004
(303) 422-1915

Dean Yocum Direct Office:
Cell: (303) 475-3467
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Morris & Company



MULTIPLE OFFER PROCEDURE FORM

Date: _____ Account #: 6800094295

Property Address: 9306 Lamar St

City, State, Zip: Westminster, CO 80031

Offeror Name(s): _____

Selling Agent & Broker: _____

Dear Offeror:

We are involved in a multiple offer situation. ALL OFFERS will be considered considered subject to the following:

1. All offers must be *in writing*, no verbal offers will be accepted.
2. The following terms and conditions shall be applicable to you and any offer you wish to submit:
 - a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject any or all offers.
 - b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any Broker and/or one or more offerors to further negotiate the terms and condition of any offer. In so doing, Seller shall have no obligation to negotiate or communicate with each and every other Offeror, or with any Offeror.
 - c) Under no circumstances shall verbal communications between an Offeror and Seller or any agent or Broker constitute or create an obligation on the part of Seller to sell a property to anyone under any terms.
 - d) The acceptance of any offer shall be conditioned upon the subsequent execution by the Offeror and Seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the Seller. The Seller shall have no obligation to sell the property unless and until such written contract is fully executed.
3. In the event an accepted offer does not result in a closed sale, Seller reserves the right to re-open negotiations with any Offeror and/or Seller may request Listing Agent to solicit new offers.

Please sign below to acknowledge your understanding and acceptance of these terms & procedures. Return this form to the Listing Agent no later than the date/time designated above. Failure to transmit such acceptance may prevent your offer from being considered.

ACKNOWLEDGED AND AGREED

Highest & Best offer Amt: \$ _____

Offeror

Date

Offeror

Date

*****TO BE ATTACHED TO CONTRACT***
ADDENDUM A**

Re: Contract dated _____, 2011 between
_____ (buyer) and US Bank, NA (seller),

relating to the sale and purchase of 9306 Lamar St
Westminster, CO 80031

Purchaser(s) is/are aware that the seller has acquired the subject property through foreclosure and that seller is selling and purchaser is purchasing in its "as is" condition without representations or warranties of any kind or nature by seller or its agents. Further, purchaser acknowledges and accepts the subject property in its "as is" condition at the time of closing, including any hidden defects, known or unknown. Purchaser acknowledges that neither seller nor its agents or assigns have made any warranties, expressed, or implied, relating to the condition of the property. Seller, its agents and/or assigns, shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the materials, workmanship and mechanical components of the appurtenances and improvements prior or subsequent to closing. Items of personal property are included in this sale only if the items are in or upon the premises at the time of closing. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether personal property is encumbered by liens. All parties understand that it is the right and responsibility of the Purchaser to inspect the property and purchasers must satisfy themselves as to the condition of the property and notify seller should condition be unsatisfactory within 10 days of the signature date of the seller. Should notice be given, then this contract shall become null and void and all earnest monies shall be returned hereunder.

The disclaimers and agreements herein set forth are an integral portion of this agreement and seller would not agree to sell the property to buyer(s) for the purchase price reflected herein without such disclaimers and agreements. As the seller has not lived in the subject property, no seller's property disclosure statement shall be a requirement of sale.

Should this Addendum have any conflict with what is written in the main body of the purchase contract, this addendum will prevail.

All parties agree that title shall be conveyed via a "special" warranty deed.

Dated this _____ day of _____, 2011

_____ Purchaser	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Seller	_____ Date

TO BE ATTACHED TO CONTRACT

**ADDENDUM B
MOLD NOTICE, DISCLOSURE AND WAIVER**

Re: Contract dated _____, 2011 between
_____ (buyer) and U S Bank, NA (seller),

relating to the sale and purchase of 9306 Lamar St
Westminster, CO 80031

MOLD INSPECTIONS:

Mold contaminants may exist in the Property of which Seller is unaware. Seller has no knowledge of mold contaminants on the Property and has not had a mold inspection performed. Mold contaminants generally grow in places where there is or may have been excessive moisture, such as, where leakage or condensation may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. These conditions are best identified by means of a mold inspection. If Buyer(s) has any concerns about mold Buyer(s) may want to consider having a mold inspection performed on the Property at Buyer(s) expense. Companies that perform such inspections may be found in the Yellow Pages or on the internet.

WAIVER:

In the event that Buyer(s) purchases the Property from Seller, Buyer(s) agree to hold the Seller harmless in the event any mold contaminants are discovered on the Property.

BUYER(S) ACKNOWLEDGMENT: Buyer(s) acknowledges receipt of a copy this Mold Notice, Disclosure, and Waiver. Buyer(s) has carefully read and reviewed its terms, and hereby agrees to be bound by its terms. Buyer(s) further agrees that no representations regarding mold on the Property have been made other than those stated above.

CAUTION: THIS IS A LEGALLY BINDING CONTRACT

Buyer: _____ Date: _____

Buyer: _____ Date: _____