

# ADDENDUM TO CONTRACT REGARDING LAND TRUST

This is an Addendum to the Contract of Sale Dated \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ Between \_\_\_\_\_ as Seller(s) and \_\_\_\_\_

\_\_\_\_\_ as Purchaser(s) for the sale of property located at \_\_\_\_\_.

**Notwithstanding anything to the contrary in the main part of the above mentioned Contract, the parties agree as follows:**

Settlement shall be completed by Seller(s) transferring title by Warranty Deed into a land trust, naming \_\_\_\_\_ as trustee. All documents necessary for establishing the trust shall be prepared by \_\_\_\_\_, who will be representing the interests of the Buyer. Closing services will be performed by \_\_\_\_\_.

The Purchaser(s) will be taking the property in trust subject to mortgage(s)/deed(s) of trust/Security Deeds existing on the property and the underlying existing loans and assumes no personal liability for said loans. Effective \_\_\_\_\_, 20\_\_\_\_, the Purchaser(s) shall begin paying all monthly obligations on the underlying loans and for property taxes, assessments, homeowner's association dues (if applicable) and any other expenses related to the property.

The Seller(s) is aware that this loan will not be paid in full at closing and may continue to appear on Seller(s) credit file. Seller(s) will provide Purchaser(s) will loan payment statements and written permission to contact the holders of any debt securing a deed of trust on the property. Seller(s) agree to waive any remaining balance of taxes, Mortgage Insurance and insurance escrows, if any, held by the lender(s).

Both Seller(s) and Purchaser(s) are fully aware that the mortgage(s)/deed(s) of trust securing the property stated above contain provisions prohibiting the transfer of any interest in the property without satisfying the principal balance remaining on the underlying loans and/or obtaining the lender's prior written consent (i.e., a "due-on-sale" clause), and that this transaction may violate said mortgage(s)/deed(s) of trust. Both Seller(s) and Purchaser(s) are aware that in the event said lender(s) discover this transfer, the underlying loans may be called due and payable in full, and if not satisfied, said lender may at it's discretion begin legal proceedings to recover title and ownership the property.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Seller

Date

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser

Date