

## FHA RIDER TO THE AGREEMENT FOR THE SALE OF REAL ESTATE

This FHA RIDER TO THE AGREEMENT FOR THE SALE OF REAL ESTATE (this "Rider") is effective as of the Effective Date of that certain Agreement for the Sale of Real Estate (the "Agreement") by and between the Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, Pennsylvania 17101 (or U.S. Bank National Association, (formerly known as Wachovia Bank National Association) as Trustee for the Pennsylvania Housing Finance Agency (as their interest may appear) ("Seller") and

\_\_\_\_\_ ("Buyer").

This Rider is hereby made a part of the Agreement as if the same were fully articulated therein. Any capitalized terms utilized, but which are not otherwise defined herein shall have the meanings ascribed to them in the Agreement or, if not defined in the Agreement, as defined in the Federal Housing Administration ("FHA") Single Family Housing Policy Handbook 4000.1.

### 1. Applicability.

a. The Provisions contained in this Rider shall be applicable to FHA-insured properties that are being sold pursuant to FHA's Claims Without Conveyance of Title process and which are being purchased by one of the buyer types described below ("Exclusive Marketing Entity"). Buyer acknowledges and certifies that it has provided a signed statement in the form of an affidavit ("Buyer's Affidavit") to Seller in order to establish that Buyer is an Exclusive Marketing Entity. Buyer further certifies that the contents of the Buyer's Affidavit are true and correct and that Seller may rely on such Buyer's Affidavit, which is appended hereto and incorporated herein by this reference.

b. Each of the following buyer types shall be considered an Exclusive Marketing Entity:

- i. A Verified Owner-Occupant Buyer is a Buyer that, as of the Effective Date, has provided a Buyer's Affidavit to Seller indicating that they intend to use the Property as their Principal Residence.
- ii. A Verified HUD-approved Nonprofit is a HUD-approved Nonprofit that, as of the Effective Date, appears on the list of HUD-approved nonprofits.
- iii. Verified Governmental Entities are governmental entities that, as of the Effective Date, have provided a Buyer's Affidavit on their letterhead to Seller stating that the entity is a governmental entity.

### 2. Vacant Properties.

If the Property, as defined in the Agreement, is determined by the Seller to be vacant, Buyer shall have the opportunity to perform the following actions:

a. Conduct any non-destructive tests, surveys, appraisals, investigations, examinations, or inspections of the Property as the buyer deems appropriate at Buyer's expense; and

b. Order a search of title documents, HOA or condominium association records, and other governmental and nongovernmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.) at Buyer's expense.

3. Cancellation.

a. In addition to any other right to terminate provided in the Agreement, the following cancellation provisions shall be available to Buyer:

i. Cancellation Due to Property Condition. Buyer shall have fifteen (15) days from the effective date of the Agreement to cancel the Agreement due to the condition of the Property. Notice of such cancellation shall be provided to Seller or Auctioneer/Broker by Buyer in writing. Failure to provide timely notice of cancellation shall be deemed an acceptance of the Property condition and the Agreement.

ii. Title Defects. Upon written notice to Seller or Auctioneer, Buyer may, no later than seven (7) days prior to Closing, cancel the Agreement due to defects in title or other title issues. Failure to provide timely notice of cancellation shall be deemed an acceptance of the Agreement of Sale.

b. Upon timely notice of cancellation by Buyer, Seller shall, within a reasonable timeframe, return any earnest money deposit collected from Buyer. In addition to any other rights or remedies available to Seller, if Buyer fails to timely submit notice of cancellation, Seller shall assume that the Buyer has elected to proceed with the transaction and shall be entitled to retain any earnest money deposit collected from Buyer, regardless of whether the transaction is completed and possession of the Property is transferred.

SELLER:

Pennsylvania Housing Finance Agency for itself or on behalf of U.S. Bank National Association, Trustee for Pennsylvania Housing Finance Agency

By: Pennsylvania Housing Finance Agency, as Principal or as Attorney-in-Fact

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

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

BUYER SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

CO-BUYER SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**BUYER'S AFFIDAVIT**

This BUYER'S AFFIDAVIT (the "Affidavit") is made by:

\_\_\_\_\_ ("Buyer")  
and is effective as of the Effective Date of that certain Agreement for the Sale of Real Estate (the "Agreement") by and between the Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, Pennsylvania 17101 (or U.S. Bank National Association (formerly known as Wachovia Bank National Association), as Trustee for the Pennsylvania Housing Finance Agency (as their interest may appear) ("Seller") and Buyer. Any capitalized terms utilized, but which are not otherwise defined herein shall have the meanings ascribed to them in the Federal Housing Administration ("FHA") Single Family Housing Policy Handbook 4000.1.

This Affidavit is hereby made a part of the Agreement as if the same were fully articulated therein. Buyer or Buyer's representative on behalf of Buyer, under the penalty of perjury pursuant to Pennsylvania Title 18, Section 4904, relating to unsworn falsification to authorities, represents and warrants that Buyer is the buyer type selected below as of the Effective Date:

- \_\_\_\_\_ An Owner-Occupant Buyer who intends to use the Property as their Principal Residence
- \_\_\_\_\_ A HUD-approved Nonprofit
- \_\_\_\_\_ A Governmental Entity (*if this option is selected, this Affidavit must be printed on Buyer's letterhead*).

By signing below, Buyer or Buyer's representative on behalf of Buyer, certifies that the representations and warranties contained herein are true and accurate. Buyer or Buyer's representative on behalf of Buyer further acknowledges and understands that providing a written false statement which it does not believe to be true to Seller is a misdemeanor of the third degree and is punishable as perjury under Pennsylvania Title 18, Section 4904, relating to unsworn falsification to authorities, and that in addition to any other penalty that may be imposed, a person convicted under this section shall be sentenced to pay a fine of at least \$1,000.

BUYER SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

CO-BUYER SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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