

## OCCUPIED PROPERTY ADDENDUM TO CONTRACT OF SALE

For purposes of this occupied property addendum ("Occupancy Addendum") the Seller is as shown on the Occupied Auction Purchase and Sale Agreement (the "Agreement"). Any capitalized terms not defined herein have those definitions ascribed to them in the Agreement.

This Occupancy Addendum is to be made a part of the agreement (Contract of Sale) dated \_\_\_\_\_ 20\_\_\_\_, between Seller and \_\_\_\_\_ (Purchaser), for the property located at: 461 NORTH ORANGE ROAD ATHOL, WORCESTER MA, 01331 (the "Property").

IN THE EVENT ANY PROVISION OF THIS OCCUPANCY ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE AGREEMENT, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS OCCUPANCY ADDENDUM SHALL CONTROL.

- 1. OCCUPIED PROPERTY:** Upon information and belief and without an independent investigation having been performed by the Seller, as of the date of this Occupancy Addendum, the Property may be occupied by persons asserting a legal interest in the Property and/or who may claim a right to lease, use or occupy all or a portion of the Property ("Occupants"). Seller makes no representation about the existence or identity of Occupants or their entitlement, if any, to occupy the Property. Purchaser acknowledges that the Seller has not made any warranties or representations, implied or express, relating to the existence or nonexistence of any Occupants at the Property other than advising Purchaser that the Property may have Occupants in possession of the Property or claiming the right to occupy or use the Property or any portion thereof. Purchaser agrees to purchase the Property subject to the rights of such Occupants, if any, and to indemnify and hold Seller harmless from and against any liabilities, costs, claims or expenses arising out of such occupancy or claims of Occupants as of the date of closing. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.
- 2. CONVEYANCE BY QUIT CLAIM DEED:** The Seller shall convey title to the Property to the Purchaser by Quit Claim Deed in a form commonly used in the jurisdiction where the Property is located.
- 3. TITLE SUBJECT TO RIGHTS OF THIRD PARTIES:** Purchaser acknowledges and agrees that Purchaser is taking title to the Property at closing subject to any claims of Occupants regardless of any impact the foregoing may have on the title to the Property and the insurability thereof. The existence of any Occupants, or claims by such persons, shall not give rise to any right to terminate the Agreement by Purchaser or to give Purchaser the right to raise an objection to Seller's title.

Seller may provide Purchaser with a Quitclaim Assignment of Lease ("Assignment") at closing, which will assign and quitclaim unto Purchaser, all of Seller's right, title and interest, if any, as landlord under any lease or other occupancy agreement affecting the Property. Purchaser agrees to assume all obligations of landlord under any such lease or occupancy agreement affecting the Property and to comply with the terms thereof. Purchaser agrees to indemnify and hold Seller harmless from and against any liabilities, costs, claims or expenses arising out of any lease or other occupancy agreement affecting the Property from and after the effective date of the Assignment.

- 4. NO TITLE INSURANCE OR WARRANTY OF INSURABILITY:** Notwithstanding anything to the contrary in the Agreement or in any other document related to the purchase and sale transaction contemplated hereby Purchaser acknowledges and agrees that (i) Seller will not obtain or provide any form of title insurance or a title insurance policy or commitment to Purchaser in connection with this transaction, and (ii) the receipt of title insurance, title commitment or proforma, title report, title policy or similar item (collectively, "Title Insurance") is not a condition to closing of the transaction contemplated hereby. Purchaser may, at its own election and at its own cost, order a title report or

commitment and obtain title insurance from any title insurance company Purchaser may select, but the receipt or availability of such items shall not be a condition to the closing of the purchase and sale transaction. In addition, Purchaser acknowledges and agrees that Seller will not provide any warranty or representation regarding title to all or any portion of the Property, and that Purchaser at closing will accept title to the Property in its then "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" condition, subject to all matters affecting such title, whether or not of record.

**THE UNDERSIGNED APPROVE AND ACCEPT THIS OCCUPANCY ADDENDUM AND ACKNOWLEDGE THIS OCCUPANCY ADDENDUM TO BE A PART OF THE AGREEMENT. IN THE EVENT ANY PROVISION OF THIS OCCUPANCY ADDENDUM CONFLICTS WITH THE TERMS OF THE AGREEMENT, THE PROVISIONS OF THIS OCCUPANCY ADDENDUM SHALL CONTROL.**

**SELLER:**

**PURCHASER(S):**

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_