

**APPENDIX I**

1. Property to be sold subject to all matters of record, and to matters which would be revealed by a current accurate survey and inspection of the premises; such survey and inspection, if performed, to be at no expense to Seller.
2. Seller is an absentee seller, and as such, makes no representations regarding the property's condition, habitability, or fitness for any particular purpose. Buyer shall rely solely on buyer's own independent investigations and inspections.
3. Seller to convey by deed that only covenants to warrant and defend the title against claims and demands by Seller and all persons claiming by, through, and under Seller, such as, but not limited to Limited Warranty Deed with Covenants, Special Warranty Deed, or Grant Deed, so long as the conveyance form shall effectuate this intent.
4. Seller to convey "As-Is" and extends and intends no warranty and makes no representations of any type, either express or implied, as to the physical condition, legal, or practical access, exact boundaries, total acreage, or allowable uses or history of the property. Seller will not by this conveyance covenant or warrant, nor will it defend title to any oil, gas, minerals or fixtures on, in, or under the property. Buyer waives any claims against Seller and to the extent permitted by law against any licensee involved in the negotiation of this contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by Buyer or anyone claiming by, through, under or against Buyer. The terms of this provision shall survive Closing and transfer of title to Buyer and shall not merge with the deed or conveyance from the Seller.
5. If Buyer elects or is required by lender to secure title insurance, then Buyer shall pay for the insurance unless state law requires that Seller shall pay.
6. Buyer may not assign Contract, in whole or part, without prior written approval of the Seller.
7. In the event of a conflict between the terms of this Contract and Appendix I, the terms of the Appendix I shall control.

**Buyers:**

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

**Buyer's Initials** \_\_\_\_\_ / \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_ / \_\_\_\_\_