ADDENDUM TO STANDARD AGREEMENT
FOR THE SALE OF REAL ESTATE

A. **Condition, Warranties and Title:** The real estate listed in the agreement is being sold "as is, where is," without any warranties of any kind, including warranties of habitability, merchantability and fitness for a particular use. The property will be sold free and clear of all liens. The property will be conveyed by "special warranty" deed.

B. **Subject to Bankruptcy Court Approval; Higher and/or Better Offers:** It is understood that this entire Agreement is subject to approval by the United States Bankruptcy Court. Any offer to purchase accepted by the Chapter 7 Trustee will only commit the Chapter 7 Trustee to file a motion with the Bankruptcy Court for approval of the sale to the prospective Buyer free and clear of all liens and encumbrances, at which time of hearing in open court the Bankruptcy Court will solicit high and/or better offers.

C. **Hand Money:** Except as set forth below, hand money paid by Buyer shall be paid to the Trustee and is non-refundable. Hand money will be used by the Chapter 7 Trustee to pay for advertising and other costs associated with the sale of the property. Hand money shall be returned to Buyer only in the event that a higher and better offer is made and the property sold to someone other than Buyer.

D. **Terms of Addendum as Controlling Language**: The terms of this Addendum shall control and any language in the main body of the Agreement which is inconsistent or conflicts with the language of this Addendum shall be null and void.

Witness	Date	Buyer	Date
Witness	Date	Buyer	Date
Witness	Date	Chapter 7 Trustee, Seller	Date
Witness	Date	Listing Broker	Date
Witness	Date	Selling Broker	Date