



## DOWN PAYMENT ON YOUR DREAM

### (NEIGHBORHOOD STABILIZATION PROGRAM (NSP)/NEIGHBORHOOD CONSERVATION INITIATIVE (NCI)) CONTRACT ADDENDUM AND NOTICE TO SELLER

ADDENDUM# \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_, for the Property known as \_\_\_\_\_.

The following provisions are included in and supersede any conflicting language in the Contract.

The Down Payment on Your Dream (NSP/NCI) was established through the Housing and Economic Recovery Act of 2008 to assist home buyers in purchasing vacant foreclosed properties. The Buyer will be applying for the federal and state funded Down Payment on Your Dream (NSP/NCI) Program to provide down payment and closing cost assistance to purchase the Property in the amount of (select one below based on qualifying zip code):

- The lesser of 3.5% of the purchase price or \$15,000; OR*  
 *The lesser of 7.0% of purchase price or \$20,000 (Target Zip Codes or Workforce Housing)*

#### **Qualifying Zip Codes**

20607, 20608, 20705, 20710, 20715, **20716**, 20720, 20721, 20613, 20722, **20743**, 20623, 20735, 20740, **20747, 20744**, 20769, 20770, 20781, 20782, **20783**, 20784, **20785, 20706**, 20707, **20708**, 20712, 20745, 20737, **20746, 20748, 20772, 20774**.

Of the 33 zip codes above the following are considered Target Zip Codes:

**20716, 20743, 20747, 20744, 20783, 20785, 20706, 20708, 20746, 20748, 20772, 20774**

Buyer and Seller agree that Buyer's application for down payment and closing costs under the Down Payment on Your Dream (NSP/NCI) Program is subject to approval and compliance with federal, state and local requirements.

#### **1. Purchase Discount**

Federal Regulations for the NSP/NCI Program require that properties acquired with NSP/NCI funding be discounted a minimum of 1% from the current appraised value, as determined by an appraisal completed within 60 days of the initial contract offer. The Purchase Price offered in the Residential Contract of Sale reflects a 1% or more discount from what buyer believes to be the current fair market value of the Property.

#### **2. APPRAISAL CONTINGENCY**

The Contract is contingent upon Buyer's obtaining an appraisal of the Property. The appraisal will be at Buyer's expense and will be performed by a Maryland licensed appraiser and shall be completed within 60 days of Date of Contract Acceptance.

If the appraised value of the Property is not at least 1% higher than the Purchase Price as set forth in the Contract, Buyer shall notify Seller, in writing, of such fact within Five (5) days from receipt of the written appraisal and shall include a copy of the written appraisal. The written notice from Buyer to Seller shall state that Buyer requests Seller reduce the Purchase Price to an amount that is 1% below the appraised value.

Upon receipt of the written notice from Buyer of Buyer's request to reduce the Purchase Price to 1% below the appraised value, Seller, At Seller's election and upon written notice to Buyer not later than \_\_\_\_\_ (\_\_\_\_) days following receipt by Seller of the written notice from Buyer, may either:

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- A) Agree to reduce the Purchase Price to an amount 1% below the appraised value, in which event the Contract shall remain in full force and effect; **OR**
- B) Decline to reduce the Purchase Price to an amount 1% below the appraised value.

If Seller declines to reduce the Purchase Price to an amount at least 1% below the appraised value, or fails to respond within the time period above, Buyer shall have the unconditional right to terminate the Contract and Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise.

**3. Uniform Relocation Assistance and Real Property Acquisition Policies Act**

This is a Voluntary acquisition of a foreclosed property; the Buyer does not have the authority to acquire the Seller's Property by eminent domain, and will not acquire the Property if negotiations fail to result in an amicable agreement. Owner-occupants who move as a result of a Voluntary Acquisition are not eligible for relocation assistance. A lawful tenant-occupant who is displaced and moves as a result of a Voluntary Acquisition for a federally-assisted project may be eligible for relocation assistance. Seller cannot unlawfully evict a tenant, or fail to renew a lease in anticipation of federal assistance to purchase the Property.

_____ Signature of Seller	_____ Date	_____ Witness	_____ Date
_____ Signature of Seller	_____ Date	_____ Witness	_____ Date
_____ Signature of Buyer	_____ Date	_____ Witness	_____ Date
_____ Signature of Buyer	_____ Date	_____ Witness	_____ Date