

**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract if not understood seek advice from an attorney*

**ASSUMPTION OF LOAN**

This financing supplement is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate and relates to the following described real estate:

**Buyer acknowledges that all explanations, representations and disclosures relating to the terms and conditions of the loan(s) below are the responsibility of the Lender and not the Seller or Listing and Selling Brokers and their associated licensees. This financing supplement is made an integral part of the Contract. All provisions of the Contract shall remain in full force and effect.**

The Loan to be assumed is a: (check one)

Fixed Rate Mortgage       VA  FHA  Other \_\_\_\_\_

Adjustable Rate Mortgage       VA  FHA  Other \_\_\_\_\_

**1. LOAN.** This Contract is contingent upon the Buyer qualifying for (if required by Lender), and receiving consent to assume Seller's first mortgage loan ("Mortgage"), with an approximate balance of \$ \_\_\_\_\_ in favor of \_\_\_\_\_ which bears interest at the rate of no more than \_\_\_\_\_% at the time of acceptance of this Contract. The Mortgage payments, including escrow deposits, must be current and the Mortgage in good standing at the time of the Closing. If the Mortgage balance to be assumed as shown on the assumption statement from the Lender deviates more than 1.5% from balance shown above, then either party may cancel and terminate this Contract, or proceed to close as provided in paragraph 3 below. If the Buyer is unable to assume Mortgage and provides written notice to Seller, or Seller's Broker, if applicable, within the time period provided in the Closing, Funding and Possession paragraph of the Contract, the earnest money shall be refunded to Buyer subject to appropriate written authorization from all parties to the Contract.

**2. APPLICATION AND APPROVAL.**

- A. Within \_\_\_\_\_ days (5 days if left blank) from the Time Reference Date, Buyer shall make application and proceed diligently to assume the existing Mortgage and pay any initial fees required by Lender, VA, or FHA, including credit report fees, at the earliest time permitted by federal regulation.
- B. If within \_\_\_\_\_ days (30 days if left blank) from the Time Reference Date, or such longer period as Seller shall grant in writing, a statement of loan approval is not delivered to Seller, Seller may provide Buyer written notice of intent to cancel and terminate the Contract. Upon Seller providing notice to Buyer of Seller's intent to cancel, the Contract shall become null and void upon the fourth day following delivery of notice. However, if Buyer delivers to Seller a statement of loan approval before the end of the fourth day, the Contract shall remain in full force and effect. All notices provided for in this paragraph may be delivered to the parties through their Broker, if applicable.

**3. TYPE OF ASSUMPTION AND ADJUSTMENT:**

(Check one)

**FIXED EQUITY WITH ADJUSTED PURCHASE PRICE:** Buyer shall pay exactly \$ \_\_\_\_\_ for the equity and the purchase price shall be the loan balance at the time of Closing plus the exact equity as stated above.

**OR**

**FIXED SALES PRICE WITH ADJUSTED EQUITY:** The equity shall be adjusted at the time of Closing to reflect an exact sales price of \$ \_\_\_\_\_.

