

Alabama Foreclosure Addendum

This Addendum is incorporated into and made a part of the Auction Real Estate Sales Contract (the "Contract") entered into by _____ ("Purchaser") and _____ ("Seller") on the ____ day of _____, 2024. Should this Addendum conflict with any provision of the Contract, the terms of this Addendum shall control.

In the event the Seller acquired title by virtue of a judicial foreclosure sale or foreclosure sale conducted pursuant to powers contained in the security instrument, Purchaser shall accept title subject to the rights of any tenants or parties in possession. Further, in the event the Property is occupied, Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current occupant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing. Seller has not and will not authorize Purchaser to enter the Property prior to Closing. After Closing, Purchaser may only contact tenants and or occupants of the Property as allowed by applicable law.

Purchaser understands and acknowledges that the Property may be subject to redemption rights of the former mortgagor and other parties for the period of time set forth by applicable law ("Redemption Period"). Purchaser is advised to consult with an attorney regarding the Redemption Period and to fully understand the redemption rights and the impact thereof. Seller does not make any representation regarding the likelihood that the Property will be redeemed, and Buyer will have no claim against Seller or its agents or representatives in connection with the exercise of mortgagor or others of any rights afforded them during or after the Redemption Period. The right of any person to redeem the Property shall be an exception to any title insurance policy unless the Purchaser purchases a right of redemption bond at closing, the cost of which shall be borne solely by Purchaser.

Purchaser:

Seller:

By:
Its:

By:
Its: