



Bulk Sale Contract (All Cash)

U.S. Department of Housing
and Urban Development
Office of Housing
Property Disposition Program



OMB Approval No. 2502-0306

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1. The Secretary of Housing and Urban Development (Seller) agrees to sell and

(Buyer(s)) agree(s) to buy as is the properties described on the reverse hereof for the prices shown. The Buyer agrees to accept the properties subject to easements, restrictions and reservations of record.

2. The agreed total purchase price of said properties is \$ _____ (_____ dollars), to be paid as follows:
a. \$ _____ in cash as an earnest money deposit. (money order, certified, or cashier's check made payable to Department of Housing and Urban Development.
b. The balance in cash at the time of sales closing.

3. All real property taxes and like charges against the property, including any improvement assessment installments (with interest), sewer and water charges, garbage removal charges and ground rents, due and payable on or before the closing shall be paid by the Seller. The Buyer shall pay all real property taxes and closing expenses. Rentals, if any, shall be pro-rated as of the date of sales closing.

4. No representations are made by the Seller as to the physical condition of the property to be conveyed. Before sales closing, Seller assumes the risk of loss from damage to the property other than willful acts or neglect of the Buyer. In the event of such damage, Seller, in its sole discretion, may repair the property to correct the damage. If Seller is unwilling to repair the property, Seller may withdraw the property from the offering or may cancel this agreement of sale and return to the Buyer all moneys deposited by the Buyer. The return of such moneys shall release Seller from any and all claims. If property is withdrawn by Seller, Seller will adjust the total bid price by the amount bid on the individual property withdrawn.

5. The Seller shall give the Buyer a special warranty deed in the form customarily used in the jurisdiction in which the property is located. The Seller will defend title to the property against the lawful claims of all persons claiming by, from, through or under the grantor therein. Transfer of title shall become effective at the time of sales closing.

6. Since time is of the essence, the sales shall be closed within _____ days following signing of the contract by Seller or at such time and place as may be agreed on by the parties in writing. If the Buyer does not close sale within _____ days, for any reason, including the Buyer's failure to obtain financing, Seller will keep the earnest money deposit as full liquidated damage. Extensions of time to close the sale are entirely within Seller's discretion.

7. The Buyer must comply with Title VIII of the 1968 Civil Rights Act ("Fair Housing", Title VIII of Public Law 90-284) or Executive Order 11063, in the

rental or sale of all properties owned or managed by him and prominently display Form HUD-928.1 in his place of business. The execution of this contract by the Buyer or his designee signifies his agreement to comply with the above stated law.

8. No member of or a Delegate to Congress or Resident Commissioner, shall benefit from this contract except this provision shall not apply if the contract is made with a corporation for its general benefit.

9. None of the provisions of the Contract shall be merged or extinguished by reason of any deed transferring title to the properties from the Seller to the Buyer or any successor in interest.

10. The Buyer, for himself and his successors and assigns, waives, to the fullest extent permitted by law, all claims and defenses based upon extensions of time, indulgence, or modifications of the terms of Contract, or by virtue of having become a surety hereunder.

11. Buyer warrants that no person or agency has been employed to solicit or secure this contract for a fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Buyer for the purpose of securing business. For violation of this warranty, the Seller shall have the right to cancel this contract without liability or to require the Buyer to pay to the Seller, in addition to the Contract price or consideration, the full amount of such fee.

12. From the total purchase price stated in Item 2, Seller agrees to pay the broker identified below a finder's fee of \$ _____ (shall not exceed three (3) percent of the total purchase price). Said finder's fee is earned and payable upon sales closing.

13. Priority in the acceptance of sales offers is given to offers producing the greatest net return to Seller (total purchase price minus finder's fee, if any).

14. The undersigned certifies that in affixing his/hers/its signature to this contract, he/she/it understands all the contents thereof without protest.

15. If any of the properties identified on the reverse were constructed prior to 1978, Seller has inspected for defective paint surfaces. Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has removed or will remove such defective surfaces in a manner prescribed by HUD prior to closing. Buyer understands and agrees that Seller's inspection and/or removal is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from the properties. Buyer acknowledges that he has received a copy of a brochure which discusses the lead-based paint hazard.

16. The listing of properties on the reverse hereof are incorporated and made a part of this contract.

Buyer: (type or print name(s) & sign)	Buyer(s) Address	
X	Phone No.	Date Signed by Buyer:
	Date Signed by Seller:	
Seller: Secretary of Housing and Urban Development By: (type name & title & sign)	Date Signed by Seller:	
Broker: (type or print name & address & sign)	Broker's Social Security or Employer ID No. (include hyphens)	
	Broker's Phone No.	

Previous editions are obsolete

Form HUD-0644
ref. handbook 4310.5

APPENDIX 24

Listing of Properties	Bid Price :
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$
15.	\$
16.	\$
17.	\$
18.	\$
19.	\$
20.	\$
21.	\$
22.	\$
23.	\$
24.	\$
25.	\$
26.	\$
27.	\$
28.	\$
29.	\$
30.	\$
	Total: \$