

ADDENDUM FOR INTEGRATED DISCLOSURE RULE APPLICABLE TO MORTGAGE LOANS

(To Offer to Purchase Real Estate / Purchase and Sale Agreement)

Consumers obtaining mortgage loans in order to purchase a home have typically been entitled to receive two different disclosure forms. The first, required by the Truth in Lending Act, provided financial information regarding the terms of the loan while the second, required by the Real Estate Settlement Procedures Act and commonly referred to as the “Settlement Statement” or “HUD-1”, itemized various transaction costs and adjustments like prorated real estate taxes, utility charges, recording fees and the like. Pursuant to the so-called “Integrated Disclosure Rule” issued by the Federal Consumer Financial Protection Bureau, the borrower’s forms have been consolidated into a single Closing Disclosure which is now required in the case of any loan applied for on or after October 3, 2015. The borrower’s Closing Disclosure must be received by the borrower three business days prior to the consummation of the sale, customarily known as the closing or time for performance (the “Closing”), when the deed is delivered and the balance of the purchase price is paid. In order to facilitate compliance with this Rule, the parties agree as follows:

1. The BUYER shall obtain and promptly disclose to the SELLER the name of the attorney engaged to represent the BUYER’s mortgage lender (“Closing Attorney”).
2. The SELLER and the BUYER shall furnish to Closing Attorney as soon as possible and in any event at least ten days in advance of the scheduled Closing all data known or available to or otherwise obtainable by such party and required in order to calculate the adjustments provided for in any applicable clauses of the Purchase and Sale Agreement or requested by Closing Attorney in order to prepare the borrower’s Closing Disclosure.
3. At the request of Closing Attorney, the Closing will be extended for up to six business days or such other time as the parties may agree in order to assure full compliance with the Integrated Disclosure Rule. Time still remains of the essence.
4. Neither party shall have any claim against the other for any loss or damage resulting from the extension of the Closing pursuant to the preceding Paragraph 3 except to the extent that such extension is made necessary by a breach of the provisions of this Addendum.
5. This Addendum could affect the timing of the Closing. If not understood, consult an attorney.

Seller

Buyer

Seller

Buyer

Date

Date