



RIDER 7
ASSUMPTION OF EXISTING MORTGAGE
 This Contract is Intended to be a Binding Real Estate Contract
 Rev. 01/2012



1 This Assumption of Existing Mortgage Rider ("**Rider**") is made a part of and incorporated into that
 2 certain real estate contract between _____ ("**Buyer**")
 3 and _____ ("**Seller**") dated _____,
 4 20____ ("**Contract**") for the purchase and sale of the property commonly known as
 5 _____ ("**Property**").
 6 (address) (unit #) (city) (state) (zip)

7 **I.** Except as modified by this Rider, all of the terms and conditions contained in the Contract
 8 remain in full force and effect. In the event of any conflict between the terms and conditions of this
 9 Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall
 10 prevail. Capitalized terms used and not defined in this Rider shall have the meaning given to such
 11 terms in the Contract.

12 **II.** There is currently a mortgage (or trust deed) encumbering the Property ("**Mortgage**") for the
 13 benefit of ("**Mortgagee**") the amount of \$_____, which bears an interest rate of ____%
 14 per annum and is payable in monthly installments of \$_____ (excluding payments in escrow
 15 for taxes and insurance, if any).

16 **III.** Buyer agrees to assume payment of the indebtedness secured by the Mortgage, provided that
 17 (i) there is no default under the Mortgage as of the Closing Date and (ii) the Mortgagee agrees to the
 18 assumption, in writing, on or prior to _____, 20____ ("**Contingency Deadline**").
 19 Buyer covenants and agrees to cooperate with, and provide all information requested by, Mortgagee,
 20 prior to the Contingency Deadline.

21 **IV.** All costs and expenses charged by Mortgagee in connection with the assumption of the
 22 Mortgage by Buyer shall be paid by Buyer. If required by Mortgagee, Seller shall remain liable under
 23 the Mortgage and (i) Buyer hereby agrees to indemnify, defend and hold Seller harmless from and
 24 against any liability resulting from Buyer's assumption of the Mortgage or Buyer's failure to make the
 25 required payments; and (ii) Buyer may not transfer or sell the Property to any third-party after
 26 Closing without the Seller's prior written consent. At Closing, the unpaid balance of the Mortgage as
 27 of the Closing Date shall be subtracted from the Purchase Price.

28 **V.** If Mortgagee does not agree to the assumption in writing prior to the Contingency Deadline,
 29 **THE CONTRACT SHALL AUTOMATICALLY BECOME NULL AND VOID AND OF NO FURTHER**
 30 **FORCE AND EFFECT ON THE CONTINGENCY DEADLINE AND THE EARNEST MONEY,**
 31 **INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE RETURNED TO BUYER.**

32 _____
 33 Buyer's Signature Date Seller's Signature Date

34 _____
 35 Buyer's Signature Date Seller's Signature Date