

**ADDENDUM TO PURCHASE AGREEMENT:  
ASSUMPTION FINANCING**

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1. Date \_\_\_\_\_
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3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. pertaining to the purchase and sale of the Property at \_\_\_\_\_

5. \_\_\_\_\_  
6. Buyer assumes and agrees to pay according to the terms and conditions the following:

7. That certain mortgage in an approximate principal amount of \_\_\_\_\_ \$  
8. in favor of \_\_\_\_\_

9. with a current interest rate not to exceed \_\_\_\_\_ percent (%).

10. That certain contract(s) in an approximate principal amount of \_\_\_\_\_ \$

11. with a current interest rate not to exceed \_\_\_\_\_ percent (%).

12. The total amount of the financing assumed is \_\_\_\_\_ \$

13. The exact unpaid balance of the mortgage(s) and/or contract(s) for deed will be determined as of the date of closing and  
14. any difference between the actual mortgage(s) and/or contract(s) for deed amount and the amount stated in this  
15. agreement shall be adjusted in CASH at closing so the total purchase price will remain the same. If at closing the  
16. actual mortgage(s) and/or contract(s) for deed balance is less than 98% of the approximate amount of financing  
17. stated in this Purchase Agreement, Buyer may, at Buyer's option, declare this Purchase Agreement cancelled by written  
18. notice to Seller or licensee representing or assisting Seller, in which case this Purchase Agreement is cancelled. If  
19. Buyer cancels the Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
20. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer, less any costs incurred  
21. as a result of the assumption application. However, Buyer may, at Buyer's option, proceed with this Purchase Agreement  
22. regardless of the actual mortgage(s) and/or contract(s) for deed amount.

23. In the event the mortgagee or vendor requires approval of Buyer as a condition for allowing the assumption, Buyer  
24. agrees to make application for said assumption within five (5) Business Days of Final Acceptance Date of this Purchase  
25. Agreement. If Buyer does not qualify for the assumption of the mortgage(s) and/or contract(s) for deed, or if the interest rate  
26. is changed to a rate greater than the rate set forth herein, this Purchase Agreement is cancelled. Buyer and Seller  
27. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
28. money paid here to be refunded to Buyer, less any costs incurred as a result of the assumption application.

29. Buyer agrees to pay an assumption fee, if required, not to exceed \$ \_\_\_\_\_.

30. ☐ BUYER AGREES TO REIMBURSE SELLER ☐ SELLER AGREES TO TRANSFER TO BUYER any portion of  
\_\_\_\_\_ (Check one.)

31. unused and reimbursed escrows at time of closing. Seller certifies escrow deposits will be current, as required  
32. by lender, as of date of closing.

33. Seller warrants that the present financing is:

34. Type of Loan

35. (Check all that apply.)

36. ☐ DVA

37. ☐ FHA

38. ☐ CONVENTIONAL

39. ☐ PURCHASE MONEY MORTGAGE(S)

40. ☐ CONTRACT(S) FOR DEED

41. The present financing ☐ IS ☐ IS NOT negatively amortized.

----- (Check one.) -----

Type of Interest Rate/Payment Schedule

(Check all that apply.)

☐ FIXED RATE

☐ ADJUSTABLE RATE

☐ GRADUATED PAYMENT

☐ BALLOON

☐ OTHER \_\_\_\_\_

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43. Property located at \_\_\_\_\_.

44. **NOTE:** On DVA assumption Seller's entitlement shall remain with the Property unless the assuming Buyer  
45. is a veteran and is approved by DVA to substitute Buyer's entitlement or the loan is paid in full.

46. **NOTE:** On any mortgage assumption Seller shall remain liable for the mortgage obligation unless released  
47. from liability by DVA, FHA, and/or lender.

48. **NOTE:** For any FHA mortgage dated on or after December 1, 1986, or DVA mortgage dated on or after  
49. March 1, 1988, check with mortgage lender(s) for assumption requirements.

50. **OTHER:** \_\_\_\_\_

51. \_\_\_\_\_

52. \_\_\_\_\_

53. \_\_\_\_\_

54. \_\_\_\_\_

55. \_\_\_\_\_

56. \_\_\_\_\_

57. \_\_\_\_\_

58. \_\_\_\_\_

59. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

60. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

61. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
62. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**