



BC Offer

Contract of Purchase and Sale (the 'Offer') Agreement For Sale (AFS) Financing Schedule

Low equity, no equity – when you are buying for fixed cash plus amount equal to seller's mortgage

Schedule To: Real Estate Purchase Contract dated _____, 20____.

Between:

_____, as Seller(s),

and:

_____, as Buyer(s).

This Schedule forms part of the Real Estate Purchase Contract which contract is amended by this financing schedule.

The purchase price is composed of:

\$_____ Deposit

\$_____ Additional Deposit

\$_____ Balance Owning (subject to adjustments)

\$_____ Purchase Price

1. The balance owing to seller in the AFS is the sum of:

This clause refers to any mortgage/encumbrance already on the property. If they have a current Mortgage Statement, you can use those numbers.

- A. an amount equal to the existing Mortgage(s) Principal Amount:

\$_____

with a monthly (weekly/biweekly) payment of \$_____ with the same interest rate and calculated exactly the same as in the existing mortgage(s), (to be verified by Current Mortgage Statement), plus:

This version of Schedule is set up for a cash payment at no interest. There are endless variations of how an Unpaid Seller's Equity could be calculated and paid. Be careful. One size does not fit all.

- B. Cash portion of balance owing in the amount of \$_____

This cash portion is interest-free and is payable by one balloon payment at maturity. Seller is responsible for all existing mortgage payments up to and including Completion Date.



2. The purchase price may be modified by credits to buyer for any seller arrears as at the completion date, (NOTE: this amount may not be known until at or near the completion date), and/or by seller's negative equity, if any, which seller may have to provide funds for as part of closing this transaction.

3. The AFS matures: _____

↑ The maturity of the AFS often coincides with the maturity date of the existing mortgage

4. Buyer is to provide and maintain on an annual basis to the Seller, at Buyer's discretion, a series of post-dated cheques, an executed pre-authorized deposit form or new deposit-only bank account.
5. Prepayment: When not in default, the AFS may be prepaid at any time if Buyer pays Seller's permitted financial charge payout costs.

↑ Best for you to be able to pay out the agreement for sale without any pre-payment charges. The seller will most likely, at the minimum, want you to pay any prepayment charges on his underlying financing that he has to pay out.

6. Parties will use Buyer's form of AFS document.
7. Seller will execute full Power of Attorney to Buyer if balance owing less balance of seller's existing mortgage(s) is less than \$50,000.
8. Seller will provide all tenant documentation at the Completion Date. Commencing on the Completion Date, Buyer to pay realty taxes, repairs and maintenance, property insurance and utilities. Seller will not renew or renegotiate any change in seller's mortgage(s) without buyer's written consent
9. Other Terms (if any):

Witness to Buyer's Signature(s)

Buyer

Buyer

Witness to Seller's Signature(s)

Seller

Seller