

RELEASE AND HOLD HARMLESS AGREEMENT

SELLER: ☐ Federal Home Loan Mortgage Corporation d/b/a HomeSteps
☐ Federal Home Loan Mortgage Corporation, as Trustee for

BROKER / VENDOR: _____

ASSET NO.: _____ DATE: _____

PROPERTY ADDRESS: _____

The undersigned acknowledges that:

1. This Agreement shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of any of the parties.
2. The Seller has disclosed to the undersigned and that the property presents a risk of personal injury or death;
3. The Seller has disclosed to the undersigned the condition of the property that the property may have the following possible health/safety risk(s):
 - ☐ Illegal or industrial chemicals and substances and associated environmental conditions
 - ☐ Mold, mildew or fungus
 - ☐ High-sulfur content building materials (defective drywall)
 - ☐ Existing petroleum surface storage tank or underground storage tank
 - ☐ Other: _____
4. The undersigned desires and intends to enter the property for the purpose of viewing, inspecting, or purchasing said property;

Therefore, having been appraised of the possible health risks, and having conducted independent inquiries with appropriate professionals, if desired, the undersigned elects to enter into the subject property.

The undersigned, having read this Release and Hold Harmless Agreement (“Agreement”), in consideration of being granted access to the subject property and other good and valuable consideration received from or on behalf of Seller, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to release and hold harmless Seller, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind, financial or otherwise, sustained or arising from the undersigned’s entry onto, physical inspection of the subject property.

The undersigned agrees that this Agreement shall be binding upon him/her/them, his/her/their heirs, representatives, executors, administrators, assigns, and insurance carrier, and shall inure to the benefit of Seller, its agents, employees, servants, successors and assigns.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT:

Dated this ____ day of _____ 20____ _____
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Asset #: 1303165
Property Address: 802 N 38TH ST
TERRE HAUTE, IN 47803

PROPERTY CONDITION ADDENDUM AND RELEASE

For purpose of this addendum (Addendum) the Seller is:

- ☒ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

This Property Condition Addendum and Release (“Addendum”) is made a part of the contract of purchase and sale (“Contract”) dated _____, 20____, between Seller and _____ (“Buyer”) for the property located at:

802 N 38TH ST, TERRE HAUTE, IN, 47803

(“Property”), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller’s agents, contractors or representatives, have provided Buyer the following reports or other documents (“Reports”) containing information regarding the condition of the Property:

INITIALS	INSPECTION TYPE /DISCLOSURE INFORMATION	DATE	DATE COMMUNICATED TO BUYER
	Lead Based Paint Addendum	8/8/25	
	Mold, Crawlspace, No Reports	8/8/25	
	Mold, Large Bedroom, No Reports	8/20/25	
	Plumbing Damaged/Leaking, No Reports	9/3/25	
	Roof Damaged/Leaking, No Reports	9/3/25	
	Evidence of Rot/Structural Damage, No Reports	9/3/25	
	Tarped roof, no reports	10/14/25	

[illegible]

Buyer acknowledges and agrees that the Reports and the disclosures provided herein have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; (iii) the qualifications or competence of the persons making the Reports; or (iv) that the Seller took any steps to remediate the condition(s) or the sufficiency of any such remediation.

Mold, mildew or fungus: If one or more of the Reports noted herein identify mold, mildew or fungus as a potential condition, Seller discloses and Buyer acknowledges, by executing this document, that one or more of the Reports may indicate that one or more species of mold, mildew or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

High-sulfur content building materials (Contaminated Drywall): If one or more of the Reports noted herein identify contaminated drywall as a potential condition, Seller discloses and Buyer acknowledges, by executing this document, that contaminated drywall may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

Illegal or industrial chemicals and substances associated with environmental conditions (Methamphetamines, Asbestos, etc.): If one or more of the Reports noted herein identify illegal or industrial chemicals as a potential condition, Seller discloses and Buyer acknowledges, by executing this document, that illegal or industrial chemicals may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

The condition(s) noted above may pose health/safety risks and by executing this document, Buyer represents that he/she/they are aware that the Property may contain the condition(s) listed above. Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the potential condition(s) disclosed herein and the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with this Addendum or one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum.

The further inspection and cancellation period shall apply with respect only to the subject matter of the condition specified in this Addendum or the Reports, as applicable, provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in this Addendum or the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property or, if applicable, Seller's, Seller's agent's, representative's, employee's or contractor's attempted remediation of the condition(s).

Seller's Agent Attestation:

Seller's agent (s) acknowledges that they have provided the Seller all documents which would constitute a Report including but not limited to, Inspection Reports, and all disclosures required by applicable law to be signed by the Seller. Seller's agent(s) acknowledges all known Reports and Disclosures are provided herein.

****Seller's Agent(s):**

By: _____

Date: _____

****Seller's Agent: Listing Broker or Listing agent representing HomeSteps, Freddie Mac as the seller.**

SELLER:

Federal Home Loan Mortgage Corporation

BUYER(S):

By: _____

By: _____

Title: _____

By: _____

Date: _____

Date: _____

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Risk Assessment or Inspection Contingency

For purpose of this addendum (Addendum,) the Seller is:

- ☒ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
☐ Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for
_____ (Insert Name of Trust and Trust Number)

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20____
between Seller and _____ (Purchaser),
for the property located at 802 N 38TH ST TERRE HAUTE, VIGO IN, 47803.

**IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH
THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL
CONTROL.**

1. Lead Warning Statement.

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's Disclosure. The seller discloses the following (check applicable boxes):

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

_____ ☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

BA ☒ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check (i) or (ii) below):

_____ ☐ (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

BA ☒ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. **Purchaser's Acknowledgement.** Purchaser acknowledges the following – **Purchaser must initial all three spaces:**

_____ Purchaser has received copies of all information listed above.

_____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

_____ Purchaser has (check (i) or (ii) below):

☐ (i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards, as stated in Section 5 on the following page; or

☐ (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent has informed the Seller of the Seller's obligations under 42.U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent's Acknowledgement (initial): _____ Listing Broker

5. **Risk Assessment or Inspection Contingency.**

The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired.

THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT.

The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

6. **Certification of Accuracy.**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

SELLER:

☒ Federal Home Loan Mortgage Corporation
☐ Federal Home Loan Mortgage Corporation as
Trustee for _____

By Radian Real Estate Management, as Power of Attorney



Bri Andrews

Print Name and Title

Date: 10/24/2025

PURCHASER(s): Sign legal name as shown on the contract:

Print Name

Date: _____

Print Name

Date: _____

**Both real estate agents must sign.
LISTING REAL ESTATE AGENT:**

Print Name and Title

Date: _____

SELLING REAL ESTATE AGENT:

Print Name and Title

Date: _____