



REO Listing Acknowledgement

To:	President BOBBY MCINTOSH	From:	Martha Porretta
Property Id:	1792125	Due:	11/22/2023
Property Address:	190 FLETCHER ROAD, MANY, 74119	Task Id:	57840245

Listing Provided by Old Republic Servicing Solutions
Please print Listing Addendum for future reference.

Please sign and acknowledge that as an agent for Old Republic Servicing Solutions you have read and understand this to be an addendum to the listing agreement and that you understand your responsibilities

1. **SECURING:** The property must be secure at all times (doors and windows locked).

2. **UTILITIES:** Utilities should be turned on immediately and service placed in your name or your company's name. If, in your opinion, it is not safe or practical please consult the manner as Old Republic Servicing Solutions will not be responsible for late fees. Submit utility bills DIRECTLY to RESNET for payment.

3. **WINTERIZATION:** The plumbing system must be winterized during the Fall season. The listing agent assumes liability for any damage occurring to a property that is not winterized property or on time.

4. **REPAIRS:** Agent will arrange for and supervise all repairs, reconditioning and maintenance, and generally keep the property in good condition. Agent agrees to secure the Sellers approval prior to any expenditures, except recurring utility and maintenance charges. Repairs must be completed by licensed contractors.

5. **BILLING:** RESNET will make every effort to reimburse expenses in a timely manner. Please acknowledge that the normal turn-around time on reimbursables is 45-60 days from date of submission to Old Republic Servicing Solutions. Refer to the website for a detailed explanation of the procedure and a form for submission (#1005). All agents must communicate reimbursement timeframes to any vendors authorized to perform repairs and/or replacements. Be advised that all expenses will be paid directly by Old Republic Servicing Solutions, including utilities. Any bills/vendors requiring direct payment by Agent/Broker will require both invoices and payment check copies. All invoices must contain a Federal Tax ID# or payment will be denied.

6. **MONTHLY STATUS REPORTS (MSR):** MSRs on the property are required by the 1st of every month. A form is provided for your use on the website. Occasionally an updated BPO will be required by the client. The agent/broker agrees to provide required reports timely.

7. **ADVERTISING:** A "For Sale" sign must be placed on the property and the property advertised in local newspapers and magazines. The listing must be placed in the local Multiple Listing Service and copies of the MLS sheet must accompany your MSR.

8. **CLIENT TERMINATION:** In the event the client terminates the listing with Old Republic Servicing Solutions, this listing will automatically terminate with the agent/broker (bulk sale, mort insurance, etc).

9. **COMMISSION:** The normal commission rate is 5%; however, the Seller reserves the right to dictate the rate prior to execution of the listing contract. A commission will be deemed earned and payable from the Seller to the Listing Broker only after the consummation and closing of an offer to purchase and transfer of title.

10. **OFFERS TO PURCHASE:** Any verbal acceptance of an offer will not constitute a formal acceptance, as it is subject to review and approval of the written offer. All offers to purchase must be accompanied by Addenda A and B. Earnest money deposits must be held in the listing agent's trust account or Seller's choice of closer's trust account.

11. **FINAL BILLING:** The agent shall obtain a final reading on all utilities on the day of closing or upon notification that the client has terminated Old Republic Servicing Solutions listing. All final bills must be submitted to RESNET for payment within 21 days of closing. Old Republic Servicing Solutions will NOT be responsible for payment after this time.

12. **TITLE:** Title to the property will be conveyed to the new owner by a Special Warranty Deed.

13. **TERMINATION OF LISTING:** Seller reserves the right to terminate the listing agreement without prior notice for agent's failure to comply with the guidelines as stated herein. Additionally refer to item #8.

HAVING READ THE FOREGOING, I/we approve, accept, confirm and acknowledge the Listing Addendum to be a part of the listing agreement. Broker and agent responsible for marketing and management of this property shall sign in agreement. This addendum shall control typewritten provisions included in the listing agreement, which may be in conflict therewith.

Seller: Old Republic Servicing Solutions

Date:

President BOBBY MCINTOSH

Agent Signature

Printed Name

Broker Name

Date:

Tax I.D.# 72-1479778

I agree by typing my name as my electronic signature, it is acknowledged and understood that it constitutes an acceptance of all the terms and conditions contained in this agreement and is valid and enforceable in accordance with the "Electronic Signatures in Global and National Commerce Act"

I have read, understand, and agree to all the terms, disclosures, and conditions of this agreement.

By electronically signing this form I acknowledge that all the information provided by me in this form is true and correct and authorize RESNET to verify any and all information contained herein.

TYPE YOUR NAME AS YOUR ELECTRONIC SIGNATURE

Name: Bobby McIntosh

[Print Contract](#)

TaskStatus: Done

Task Status History

Date	Status Changed To	Assigned To	Updated By	Comments
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Exclusive Authorization and Right to Sell Agreement

To: President BOBBY MCINTOSH
Property Id: 1792125
Property Address: 190 FLETCHER ROAD, MANY, LA 74119
Previous Borrower: CHARLES TATUM

From: Martha Porretta
FC Date: 11/15/2023
Due: 02/03/2024
Task Id: 57926355

LOAN #: 0059028696
REO #: 1792125

Old Republic Servicing Solutions(Seller) hereby employs

President BOBBY MCINTOSH (Broker)

The exclusive right to sell commencing on 02/02/2024 and terminating at midnight on 05/02/2024 to sell the real property described as follows:

190 FLETCHER ROAD
Address

MANY, LA 74119
City, State, Zip

The list price at which the Property will be offered shall be \$ 246000 , subject to change at any time by Seller, and Seller retains the right to reject an offer for any reason.

THE BROKER AGREES :

Broker hereby represents that Broker is a participant in the local Multiple Listing Service (MLS). Listing information will be provided to the MLS to be published and distributed to its participants in accordance with its rules and regulations. Broker agrees to enter accurate information in the MLS servicing the geographic location of property within 24 hours of receiving the fully executed Agreement and to continue said MLS service throughout the duration of the Listing Period. **A copy of the MLS printout of the Property will be sent to Old Republic Servicing Solutions within 48 hours of the execution of the Agreement and prior to the submission of any offers on the Property or the Agreement will automatically terminate.**

Broker agrees to place a LOCK BOX (S) upon the Property that is in common usage among local real estate brokers for the purpose of accessing the Property. Lock box combination or access information shall not be included in advertising (i.e. flyer) or given to purchasers. Broker agrees to cooperate with other brokers and to show the Property on a MLS tour according to local custom.

Broker agrees to post "FOR SALE" sign(s) on the Property, advertise the Property, hold open houses (If condition permits) and prepare informational flyers highlighting the Property's features and available financing. Flyers will be placed on the Property.

Broker agrees to diligently perform all services customarily performed in the promotion and sale of the Property, and agrees to pay all costs incurred by Broker in performing customary services. All showing appointments and offers to purchase shall be made through the Broker, Broker agrees to promptly forward all serious offers directly to Old Republic Servicing Solutions.

Broker agrees to inspect the Property at least once a week. Broker agrees to immediately report to Seller any unfavorable conditions, which may affect the Property, including but not limited to, trash, debris, property damage, health/safety concerns, vandalism, drainage problems, plumbing/electrical problems and code violations.

Broker agrees to keep the Property clean and in presentable condition. Broker agrees to transfer all utilities into Broker's name until the Listing Period has been terminated or the Property closes. Broker agrees to pay all vendors, and then remit invoices, **including REO/Asset number**, with evidence of payment to **Old Republic Servicing Solutions** for reimbursement. Broker agrees that Broker will not be paid/reimbursed for any expenses on invoices submitted more than 30 days after closing. Further, Broker acknowledges that unpaid expenses will be the sole responsibility of Broker to pay.

Broker agrees to submit a Sales Activity and Property Condition Report to Seller 25 days after either the Listing Date or the date Seller and Broker agree to a reduction in price for the Property and provide a weekly update of the loan status and the purchaser's progress after the Seller has accepted an offer on the Property.

COMPENSATION TO THE BROKER

Seller agrees to pay Broker for its services pursuant to this Agreement 5 % (percent) of the Net Sales price of the Property or Minimum Commission as defined below:

Minimum Commissions based on Net Sales Price will apply if 5% total is less than \$2,000.

The compensation shall be earned and payable only upon the successful transfer of title to a purchaser procured by Broker. All Commissions will be based on Net Sale Price.

USDA Property Exception: Commission will not be paid on Sale Price greater than List Price.

Broker further agrees to offer 3 % (percent) of the Net sales price or \$ 1000 whichever is greater to the cooperating broker who procures the purchaser to who, title to the Property is successfully transferred. All compensation will be paid directly from final settlement proceeds. Notwithstanding anything stated within this Agreement to the contrary, Seller reserves the right to terminate this Agreement for any reason upon 24 hours of written notice.

AGENCY RELATIONSHIP

Broker shall act as the agent for Seller. It may be necessary for Broker to act as agent of both Seller and a potential purchaser of the Property. In such case, Broker shall disclose to **Old Republic Servicing Solutions** any election to act as dual agent representing both Seller and Purchaser.

Marketing

All offers for this property must be submitted by the buyers agent via the RES.NET Agent Portal. Listing Agent must ensure explicit instructions for offer submission are included in their MLS Listing. Please refer to your MLS Printout Task for the exact instructions you are to provide in your listing.

PROPERTY CONDITION

Broker acknowledges that Seller acquired the Property as a result of foreclosure, by a deed in lieu of foreclosure, or otherwise similar procedure or transaction. Seller is unaware of the condition of the Property. Seller makes no warranties, expressed or implied, as to the condition of the Property or the presence of any hazardous substances.

It is the intent of the Seller to sell the Property in its present "as-is" condition unless otherwise agreed to in writing. Seller shall not provide a survey, property condition inspection, homeowner's warranty, or Certificate of Occupancy, unless required by law or as otherwise negotiated at time of sale. Seller reserves the right to approve or reject any required repairs to the Property in Seller's sole and absolute discretion. **Old Republic Servicing Solutions** requires a standard Addendum 1 on all contracts at submission.

INDEMNIFICATION

Broker shall indemnify and hold Seller harmless from and against any and all damages including attorney's fees arising out of Broker's misrepresentation, errors or omissions constituting negligence, self dealing or bad faith on the part of the Broker or those under the Broker's control in performance of services under this Agreement. This provision shall survive any termination or expiration of this Agreement.

EQUAL HOUSING OPPORTUNITY

Broker agrees that it will fully comply with all federal, state and local laws, ordinances and regulations prohibiting discrimination on the basis of race, color, religion, ancestry, national origin, sex, marital status, family status, age, sexual orientation, physical handicap or disability.

ADDITIONAL TERMS

Broker represents that Broker is not the former owner, nor related by blood or by marriage to the former owner of the Property. Any previous associations to the Property or its owner(s) must be disclosed prior to Broker signing this agreement.

Broker is prohibited from purchasing the Property during the listing period.

All prior agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing.

Broker may not assign rights, duties or obligation under this Agreement, without prior written consent of Seller, which Seller may withhold, for any reason at its discretion. The listing agreement shall terminate automatically if a PMI Company insuring the defaulted loan exercises its options to purchase the Property in claim settlement, or if an underlying Investor transfers servicing of the defaulted loan. In such case, no brokerage commission will be paid. company reserves the right to cancel this Exclusive Authorization and Right to Sell Agreement at its sole discretion for any reason without payment of a brokerage commission.

In any action, proceeding or arbitration arising out of this Agreement, involving the Seller and/or Broker(s), the prevailing party shall be entitled to reasonable attorney's fees and costs.

Realty USA Inc.
Broker and License Number

President BOBBY MCINTOSH
Assigned Agent Name

02/02/24
Dated

224 Broadmoor Shopping Center
Address

Natchitoches, LA 71457
City, State, Zip

(318) 354-1200 or (318) 730-4889
Phone or Cell

(318) 354-1203
Fax

bobby@realty-usa.net
Email

Old Republic Servicing Solutions
PO Box 250
Orange, CA 92868

Martha Porretta
Old Republic Servicing Solutions Asset Manager

Asset Manager Signature

Date

(714)385-3500
Telephone

Fax

I agree by typing my name as my electronic signature, it is acknowledged and understood that it constitutes an acceptance of all the terms and conditions contained in this agreement and is valid and enforceable in accordance with the "Electronic Signatures in Global and National Commerce Act"

I have read, understand, and agree to all the terms, disclosures, and conditions of this agreement.

By electronically signing this form I acknowledge that all the information provided by me in this form is true and correct and authorize RESNET Services to verify any and all information contained herein.

TYPE YOUR NAME AS YOUR ELECTRONIC SIGNATURE

License: 23283

Signature: Bobby McIntosh

[Print Contract](#)

TaskStatus: Done

Task Status History

Date	Status Changed To	Assigned To	Updated By	Comments
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