



1650 W. Big Beaver
Troy, MI 48084
P 248 502 3100 F 248 502 3101
www.etitleagency.com

Dear Homeowner,

Congratulations on the decision to sell your property!

Selling your home is not always an easy undertaking. However, if you have already found a ready, willing and able buyer; eTitle has the available resources to assist you in completing your transaction.

At eTitle our role is to coordinate the interest of all parties in a real estate transaction including the attorneys, the buyer, the seller, and the lender to ensure that all requirements for closing are fully satisfied.

Regardless of whether you sell on your own or engage a realtor, you will need the services of a good title company to complete the transaction; this is where eTitle can be of invaluable assistance.

Our experienced and professional staff will initially provide you with a complete package of the necessary forms for your transaction including a Purchase Agreement, Sellers Disclosures, among others.

We will conduct a title search of the subject property which allows us to prepare a title commitment for your closing. The final title policy, at the completion of closing, guarantees that a particular property is free and clear of any liens and defects to title; guaranteeing the buyer will be the true owner of the property without concern for future loss. The title search examination, conducted in advance, gives your property a selling advantage with potential buyers as it gives them peace of mind that what they are actually purchasing has been insured. This is one of the advantages of working with eTitle during the sale of your property.

What does assistance from eTitle cost? Initially, there are no up-front costs for our services as the title insurance premium is paid at the time of closing. We have found that our involvement in real estate transactions from the start results in a simplified process for the seller and buyer alike, which translates to ease and speed of closing. Our friendly, experienced professionals can lead you through what can otherwise seem a complex process. This is just one of the reasons we receive more referrals than any other title company.

Should you have any questions regarding your "For Sale By Owner" forms or you have questions regarding submitting your order for processing; please contact us by phone (248) 502-3100, or e-mail cs@etitleagency.com, and one of our qualified professionals will be happy to assist you.

Thank you,

eTitle Agency, Inc.



Buyer's Closing Info

Please have the buyer fill out the information below.
You can return this form with your documentation, or the buyer can return it to eTitle Agency, Inc. via fax at 248-502-3101 or email to cs@etitleagency.com

Subject Property

Purchase Property Address: _____

Buyer's Information

Name: _____ Name: _____

Last 4 digits of SS#: _____ Last 4 digits of SS#: _____

Marital Status: _____ Marital Status: _____

Current Address: _____

Day Telephone: _____ Evening Telephone: _____

Are Buyer and Seller related?: _____ Relationship: _____

Buyer's Mortgage Information

Mortgage Company/ Lender: _____

Telephone: _____ Contact Person: _____

Mortgage Amount: \$ _____ Is there an attorney involved? _____

Attorney Name: _____

Telephone: _____ Fax #: _____



Seller Info Sheet/ Request for FSBO Closing

Subject Property

Address: _____ City: _____ State: _____ Zip: _____

Legal Description: _____

Seller's Information

Name: _____ Name: _____

Marital Status: _____ Marital Status: _____

Current Address: _____

Telephone: _____ Cell Phone: _____

Email Address: _____

Are Buyer and Seller related? (Y / N) Relationship: _____

Mortgage and Association Information

Outstanding Mortgage: _____ (y/n; if yes, fill out and return payoff authorization)

Do you have Home Owners or Condo Association Dues? _____ Association Dues \$ _____

How are Dues Paid: monthly / quarterly / semi-annually / annually

Association Name: _____ Telephone: _____

Additional Information

Do you require an attorney's package? (Y / N)

Attorney Name: _____

Email: _____ Telephone: _____ Fax: _____

Does Seller occupy home? (Y / N) If not, does Buyer occupy home? (Y / N)

If buyer occupied, who pays water bill? (Buyer / Seller)

If neither seller nor buyer occupied, are there tenants? (Y / N) Is there a rental contract? (Y / N)
(if yes, please furnish copy)

Are there any unrecorded or recently recorded deeds? (Y / N)

Does anyone else have an interest in this property that you know of? (Y / N)

(i.e. lease, land contract, private mortgage, liens, State or Federal Tax Liens, Unpaid Contractors)

If yes, please specify: _____

Is there a trust, probate, bankruptcy or court order? (Y / N)

If yes, please specify _____

Has there been a death, marriage, divorce, or name change since you purchased the property? (Y / N)

If yes, please specify _____

Have any additional lots been purchased or sold? (Y / N)

Will all parties on title be at closing? (Y / N)

If no, name that will be designated to sign on your behalf _____

Estimated closing date: _____

****Please provide existing Title Policy for credit****



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MORTGAGE PAYOFF REQUEST AND AUTHORIZATION

Date: _____

Lender _____

Lender Phone: _____

Lender Fax: _____

Re: Borrower Name(s): _____

Property Address: _____

Mortgage Info: _____

(Mortgage date and recording information)

Loan Number: _____

SSN: _____

Last 4 digits

SSN: _____

Last 4 digits

Dear Sir or Madam:

I/We wish to pay off the referenced loan in connection with a pending transaction affecting the property.

I/We authorize and direct you to furnish **eTitle Agency, Inc.** with your payoff statement or demand stating the total payoff amount that will be due to you on _____ with the daily per diem amount that may become due if payoff does not occur until a later date; as well as penalties and/or late fees. Please deliver statement to cs@etitleagency.com

IMPORTANT INSTRUCTIONS TO EQUITY LINE OR FUTURE ADVANCE LENDERS

I/We the undersigned instruct and direct you as follows:

1. If the above loan permits or directs you to make future advances, immediately, upon receipt of this letter or a fax or Email copy hereof, you are to freeze the above loan account, making no further advances and I/We direct you not to make or permit to be made any further disbursements or advances that will increase the amount owed on the above-referenced loan.
2. If you require me/us to execute a specific document(s) to freeze or close the loan account secured by the above mortgage you are to provide the payoff statement and specific documentation to freeze/close the account to eTitle for my/our signatures.
3. You are to record a discharge of the mortgage upon receipt of the payoff amount required by the payoff statement.

eTitle Agency, its title insurance underwriter and the proposed insured(s) on the title insurance commitment issued in anticipation of the above mentioned transaction will rely on your freezing the above loan account as of the date you provide the payoff statement to it and that you will discharge the mortgage within 90 days after you have received the payment of the amount required in your payoff statement.

X _____
Borrower Authorization

X _____
Borrower Authorization

PURCHASE AGREEMENT

1. PROPERTY DESCRIPTION AND PRICE: The undersigned Purchaser hereby offers and agrees to purchase the property located in the (City, Township or Village) _____ of _____, County of _____, Michigan, described as:

also being known as: _____ (street address).
 The property described above shall include all fixtures, improvements and appurtenances including if now in or on the property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans and their shades, attached carpeting, curtain and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish and any accessories and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener, and security systems (if not rented), mailbox, fences, fireplace inserts, doors, screens, gas logs, grate(s), gas attachments & equipment, attached humidifier, all landscaping, fuel in tank(s) at the time of possession and

And to pay therefore the sum of _____ DOLLARS (\$ _____)

The following appliances are included in this agreement: (Circle all that apply) stove / refrigerator / washer / dryer / dishwasher / microwave / NONE

The following items are excluded from this agreement: _____

2. METHOD OF PAYMENT: All money (except earnest money) must be paid in U.S. funds by cash or cashier's check. The sale shall be completed by the following method: (mark all that apply, all unmarked paragraphs do not apply).

A. CASH SALE: The full purchase price upon delivery of a Warranty Deed conveying a marketable title.

B. CASH SALE WITH NEW MORTGAGE: The full purchase price upon the execution and delivery of a warranty deed. This agreement is contingent upon the Purchaser being able to secure a _____ mortgage in the amount of \$ _____ and pay \$ _____ down plus mortgage costs, prepaid items and flood insurance if required by mortgage lender. Purchaser agrees to apply for such mortgage within _____ calendar days from Seller's acceptance of this agreement at his/her own expense. Purchaser further agrees that in connection with said application to lender, he/she will promptly comply with lender's request for true and accurate information required to process the loan application. If a firm commitment for mortgage cannot be obtained within _____ calendar days from date of Seller's acceptance, at the Seller's option (upon written notice), this agreement can be declared null and void and the deposit shall be returned. If Purchaser is rejected for the mortgage, Purchaser shall furnish the Seller with the Lender's written verification of mortgage denial. Upon Seller's receipt of such denial, this agreement shall become null and void and the deposit shall be returned to the Purchaser, in accordance with paragraph #4.

C. APPLICABLE TO FHA OR VA SALES ONLY: See attached "FHA/VA ADDENDUM" made a part hereof.

D. SALE TO EXISTING MORTGAGE: See attached "ADDENDUM FOR SALE TO EXISTING MORTGAGE" made a part hereof.

E. SALE ON LAND CONTRACT: See attached "LAND CONTRACT SALE ADDENDUM" made a part hereof.

3. EARNEST MONEY: Purchaser is depositing \$ _____ in the form of cash **or** check (check one). An additional \$ _____ will be deposited as earnest money with Seller/Escrow agent within _____ calendar days after delivery to the Buyer of an accepted copy of this offer, making a total deposit of \$ _____. Buyer authorizes copy of check to be given to Broker and/or Lender. The balance of purchase money is to be paid upon close of sale and delivery of Warranty Deed.

Earnest monies shall be disbursed ONLY In accordance with either: (a.) the terms hereof; (b.) a fully executed mutual release; or (c.) upon order of appropriate authority. If the offer made is not acceptable to the Seller, the earnest money shall be refunded to the Purchaser.

4. CLOSING: Purchaser(s) and Seller(s) will close the sale within _____ days after all necessary documents are ready, but no later than _____. It is agreed that Seller shall pay all state and county transfer taxes and other costs required to convey clear title. The location of the closing shall be determined by the Seller, their agents and assigns or lending institution, if applicable.

5. SELLER CONCESSIONS: Seller agrees to pay \$ _____ at the closing to be used towards any of the following: Purchaser's closing costs, down payment, discount points, pre-pays, Purchaser's commission or adjustments. Purchaser reserves the right to use any portion of these funds to reduce the purchase price.

6. ADDITIONAL CONDITIONS: _____

7. POSSESSION: If Seller occupies the property it shall be vacated on or before _____ days after closing. From the date of closing to the day of vacating the property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. Keys must be surrendered to Purchaser by 5:00 p.m. on the date of vacating. THE TITLE COMPANY SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Purchaser. If the Seller fails to give possession to Purchaser as provided and Seller retains the property beyond the agreed time, Seller may be liable for the cost of eviction proceedings, attorneys' fees, damages and other costs incurred by Purchaser in obtaining possession and collecting the amount due.

A. If tenants occupy the property, then: (check one) () Seller will have the tenants vacate the property prior to closing. () Purchaser will be assigned all Landlord rights and security deposit(s) and rents prorated to date of closing, with Purchaser assuming Landlord rights and obligations after date of closing. Seller shall have tenant verify the amount of tenant's security deposit held by Seller, in writing, prior to closing.

B. Escrow Agent shall retain from the amount due Seller(s) at closing the sum of \$ _____, as security against damages to property prior to possession. Unless Escrow Agent receives written notice within 2 business days from Purchaser(s) after possession, this deposit shall be forwarded to Seller(s).

8. ESCROW: It is agreed and understood by all parties to this contract that if there has been any amount of money escrowed for a specific purpose, said escrowed money shall only be used for that purpose. The Brokers named herein shall not be liable for any amount of money in excess of that which they have escrowed

9. ADDITIONAL DOCUMENTS ATTACHED: The following are attached hereto and are made a part hereof: (check all that apply)
 Seller's Disclosure Statement Lead-Based Paint Disclosure Condominium Addendum
 Land Contract Sale Addendum Addendum for (FIRPTA)

10. SELLER'S DISCLOSURE STATEMENT:

Purchaser(s) Initials _____/_____ _____/_____	Seller(s) Initials _____/_____ _____/_____	A.
		B.

WITH DISCLOSURE
 Purchaser has received the Seller's Disclosure required by Michigan law. Purchaser has reviewed and accepts the condition of the property as set forth in the Seller's Disclosure Statement, subject to any additional inspections set forth in this Agreement and subject to paragraph 12D below.

WITHOUT DISCLOSURE
 All parties understand that the Seller's Disclosure Statement was not available at the time this offer was written. Seller shall provide Purchaser with a Seller's Disclosure with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Purchaser will have 72 hours after hand-delivery of the statement (or 120 hours after delivery by Registered Mail) to terminate this contract by delivery of a written notice to Seller or Seller's Agent.

Purchaser's Initials: _____ **Seller's Initials:** _____

____/____/____ C. **WITHOUT DISCLOSURE (EXEMPT)**
Purchaser(s) acknowledge that a Seller's Disclosure Statement setting forth conditions and information concerning the property has not been provided because property is exempt under Section of Public Act 92 of 1993 (Seller's Disclosure Act). Purchaser(s) agree to purchase the property "AS IS" without a Seller's Disclosure Statement.

D. In the event Purchaser/Selling Broker receives an *incomplete* Seller's Disclosure Statement, Seller agrees to complete **EVERY** unanswered question on the Seller's Disclosure Statement upon acceptance of offer. The following questions have been noted as unanswered: _____

If Purchaser is dissatisfied with Seller's modifications to said Seller's Disclosure Statement, Purchaser will have 48 hours after receipt of modifications to terminate this contract by delivery of a written notice to Seller or Seller's Agent and deposit returned as per paragraph 4.

11. TITLE EVIDENCE AND SURVEY: Seller agrees to order title insurance within seven (7) business days of final acceptance of this offer and to furnish Purchaser a Commitment of Title Insurance prior to closing (upon receipt). After closing, a Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this Agreement. It is recommended that Purchaser obtain and pay for a survey by a registered land surveyor. If, for any reason, Purchaser **does not** obtain a survey, the Policy of Title Insurance will be issued **with** standard exceptions and Purchaser agrees to hold Broker(s) harmless. The title commitment shall be updated through the date of closing.

12. TITLE OBJECTIONS: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title insurance within the time specified, the Purchaser agrees to complete the sale within 10 calendar days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

13. DEFAULT: Failure to perform by either party as determined by a court or arbitration shall constitute as a breach of this Agreement. The wronged party may elect to enforce the terms hereof, declare this agreement null and void and retain the deposit, or seek any legal or equitable remedies available against the party at fault. See paragraph 3 regarding earnest money deposits.

14. PROPERTY TAXES: All taxes on the land which are due and payable on or before date of closing shall be paid by the Seller. Current taxes shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located. Broker recommends that Purchaser contact local municipality for current SEV and taxable values and possible future changes in assessments. Purchaser acknowledges current taxes are subject to change and may increase significantly upon the sale of the property. Taxes shall be prorated as though they are paid in **Advance**.

15. SPECIAL ASSESSMENTS: Special Assessments for public improvements which have been confirmed by public authority prior to the date of closing shall be paid by the Seller.

16. GAS OIL & MINERAL RIGHTS: Seller represents that all mineral rights, if owned by Seller **Will** pass with the conveyance at closing.

17. PRIVATE ROADS: If the property is located on a private road, Seller shall provide Purchaser with a separate document providing notice that the private road is not required to be maintained by the County Board of Road Commissioners. (per M.C.L.A. 560.261 [P.A. 1967 No. 2887])

18. CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS: Any condominiums, homeowners association, assessments/liens shall be paid by Seller at closing. Any and all assessments coming due after closing will be paid by Purchaser. Any association dues/fees shall be prorated on a due date basis. If condominium sale, see "**Condominium Addendum**" made a part hereof.

19. ASSOCIATIONS/MEMBERSHIPS: Broker recommends Purchaser research if property is subject to mandatory membership in an owners' association and its assessments and requirements.

20. OTHER PRORATIONS: Interest and rents shall be prorated and adjusted as of the date of closing.

21. SEWER AND WATER CHARGES: Seller agrees to pay for all sewer and water usage to date of possession. Listing Broker or title company shall retain from the amount due Seller at closing a minimum of \$200.00 for water charges. When the final water bill or reading is received the unused portion shall be returned to the Seller.

22. WELL AND SEPTIC INSPECTION: If the property is serviced by a well and/or septic system, see attached "**Well & Septic Inspection Addendum**" made a part hereof.

23. MUNICIPALITY INSPECTIONS: If a municipal inspection and/or certification of the premises are required by local ordinance, state or federal law, or Purchaser's lending institution, the Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by the municipality, providing the repairs not exceed \$_____.

24. PROPERTY INSPECTION OPTION OF PURCHASER: Purchaser(s) acknowledges that they have been advised to have the property and improvements inspected by qualified persons in order to satisfy Purchaser's concerns, if any. These may include but are not limited to any inspection(s) or research deemed necessary by Purchaser(s), including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and infestation by wood destroying insects. It is also recommended that the Purchaser research the applicability of any building and use restrictions, easements of record and ordinances and/or regulations enacted by government entities to ensure the intended use of the premises. This paragraph does not pertain to any additional inspections, which may be specifically called for in other paragraphs of this and/or other addendums or the Buy & Sell Agreement itself. Purchaser is aware that any reference to the square footage of the real property is approximate. If square footage is a material matter to the Purchaser, it must be verified by the Purchaser to his/her satisfaction during the inspection period. The Purchaser(s), by initialing below, makes the following a contingency of this Buy & Sell Agreement.

Purchaser's Initials: _____ / _____ Seller's Initials: _____ / _____

____/____ **WITH PROPERTY INSPECTION** Purchaser(s) hereby elects to conduct a property inspection. If Purchaser(s) do not notify Seller in writing within _____ calendar days from the date of acceptance of this agreement by Seller that Purchaser(s) are dissatisfied with the inspection, this Agreement shall be binding without regard to said inspection.

____/____ **WITHOUT PROPERTY INSPECTION** Purchaser(s) hereby waive their opportunity to conduct a property inspection and acknowledge that they are doing so against the customary advice. Purchaser(s) further hold Seller, and its agents harmless from any problems that could occur with the home after the closing.

25. TERMITE AND PEST INSPECTION: It is recommended Purchaser obtain an independent inspection to determine the presence of wood-destroying insects and/or infestation.

26. RADON INSPECTION: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Michigan. It is recommended Purchaser completes a radon test and obtains additional information regarding radon from County Health Department.

27. LEAD-BASED PAINT DISCLOSURE INSPECTION: (For residential housing built prior to 1978.) Purchaser acknowledges that prior to signing the Buy & Sell Agreement, Purchaser received and reviewed a copy of the Lead Based Paint Seller's Disclosure Form completed by the Seller on _____, the terms of which are incorporated herein by reference. See "**Lead-Based Paint & Lead-Based Paint Hazards Disclosure**."

28. NOTIFICATION: If Purchaser **fails** to obtain any inspection(s) or **fails** to notify Seller or Seller's Agent in writing, within the time specified, that Purchaser is dissatisfied with any inspection(s), and/or research and discovery of the above items, this agreement shall be binding without regard to said inspection(s). If Purchaser notifies Seller or Seller's Agent in writing that in their sole judgment they are dissatisfied with the inspection(s) of the property within the above-specified time, the Purchaser may declare this Agreement null and void and any deposit shall be returned in accordance with paragraph #3.

29. LIABILITY OF PURCHASER FOR DAMAGE: Purchaser shall be solely responsible for any and all damage to the property as a result of any and all inspection(s) of the property authorized by or conducted by the Purchaser. Purchaser shall pay for any and all necessary repairs to restore the property to its condition prior to the inspection(s) or shall reimburse the Seller for the actual cost of such restoration.

30. PURCHASER'S ACCEPTANCE OF CONDITION: If Purchaser elects to close notwithstanding the reported conditions of any inspection report, Purchaser shall be deemed to have accepted the property in its "AS IS" condition as of the date of closing and holds the Seller(s) and the Broker(s) involved in this transaction harmless for any future problems.

31. INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): If the sales price of residence exceeds \$300,000.00 parties to this Agreement to be bound by (FIRPTA) requirements and must complete "Addendum for (FIRPTA)".

32. FLOOD INSURANCE: Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender.

Purchaser's Initials: _____ Seller's Initials: _____

33. WALK THROUGH: Purchaser reserves the right to walk through the property within 24 hours prior to possession and/or closing and Seller agrees and warrants to leave the property in a like condition as when purchased until possession is delivered to Purchaser. Seller agrees to leave the property broom-clean and the attic, outbuildings, yard and garage free of debris and any personal property upon vacating same.

34. MAINTENANCE OF THE PROPERTY UNTIL POSSESSION BY PURCHASER: Before closing, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating/air conditioning, sewer, well, septic, plumbing, electrical systems and any appliances and equipment in normal working order, to keep the roof and basement watertight and maintain the grounds, except for any conditions as may have been disclosed in the Seller's Disclosure Statement, or conditions that may have been discovered by the Purchaser as a part of any inspections made by or on behalf of the Purchaser where Purchaser accepted the property in its "AS IS" condition. Seller further agrees to keep all utility services (electric, gas and water) operating until date of possession by Purchaser. In the event the property herein has been winterized it shall be the obligation and expense of the Seller to de-winterize the property prior to closing.

After closing, the Purchaser or Seller is responsible to repair or replace any breakdown of above-mentioned systems, roof leaks or foundation leaks during the possession period. However, the Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery and the responsible party agrees to remedy the defect in a timely manner. Purchaser agrees to acquire utility service (electric, gas, heating fuel, etc.) upon taking possession.

35. RISK OF LOSS: If there is any loss or damage to the property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or natural causes, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing date, this Buy & Sell Agreement shall become null and void, at Purchaser's option, and earnest money shall be refunded to the Purchaser. Purchaser and Seller shall immediately sign a cancellation of Buy & Sell Agreement.

36. SELLER'S REPRESENTATIONS: Unless otherwise noted, Seller represents that the foundation, foundation walls and basement are watertight and free of any leakage or seepage as of the date of this agreement and that the property is not in violation of any building and/or zoning restrictions and/or requirements or in violation of any law or ordinance.

37. PROVISION FOR "AS IS" CONDITION: By the execution of this agreement, the Purchaser(s) acknowledge THAT THEY HAVE EXAMINED THE ABOVE described property and are satisfied with the current physical condition of structures thereon and purchase said property in an "AS IS CONDITION", (unless contract states otherwise), subject only to the right of a property inspection as provided for herein. Purchaser recognizes that the Seller (unless exempt) has provided the required Seller's Disclosure Statement, the Purchaser has been afforded the right to an independent inspection of the property and the Purchaser affirms that the property is being purchased "AS IS" subject to any inspections or contingencies set forth herein.

Purchaser's Initials: _____ Seller's Initials: _____

38. AVAILABILITY OF HOME PROTECTION PLANS: Buyer and Seller acknowledge having been advised of availability of home protection plans

39. PURCHASER'S OFFER PROVISION: Purchaser makes this written offer valid until **Seller acceptance**, unless withdrawn prior to Seller's acceptance **or** written offer is valid until _____ (date), _____ (time) .

40. COUNTER OFFER PROVISION: In the event Seller makes any written change in any of the terms and conditions of the "Buy & Sell Agreement" presented by Purchaser, such changed terms and conditions, if supported with initial(s) and/or signature(s) by Seller(s), shall constitute a counter offer by Seller to Purchaser which shall remain valid until _____ at _____ (date / time) and shall require acceptance by the Purchaser by initialing of each such change before such date and time. The counter offer is to be delivered to the Listing Broker's office by the time stipulated above, unless earlier withdrawn in writing by Seller.

41. SUCCESSORS AND ASSIGNS (BINDING TO THE HEIRS): The agreements herein shall bind to the executors, administrators, successors and assigns of the respective parties.

42. AMENDMENT: The parties agree that this Agreement may not be altered, amended, modified or otherwise changed, except by a duly executed written agreement between the parties.

43. FACSIMILE AUTHORITY: The parties agree that the offer, any counter offer and/or acceptance of any offer or counter offer may be delivered by use of fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if original signatures. A hard copy (originally signed copy) shall be mailed or delivered in a timely manner and the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice.

44. MICHIGAN PRINCIPLE RESIDENCE EXEMPTION: Purchaser and Seller are aware that they must rescind their principle residence exemption on their present home (when applicable) and file for the exemption on their new home. Seller has not and will not rescind their exemption prior to closing. When purchasing a non-homestead or new construction home, Purchaser must own, occupy and file necessary forms with the local assessor's office prior to May 1st in order to claim the exemption for the following year. Broker recommends Purchaser and Seller obtain specific information from the Municipality's Assessor. Purchaser and Seller assume all responsibility and liability for filing of affidavits as to principle residence exemptions and agree to release and hold Broker harmless from all such liability.

45. TRANSFER TAX: Seller shall pay applicable State and County transfer taxes at closing.

46. BILL OF SALE AND AFFIDAVIT OF LIENS: Seller shall furnish to Purchaser a Bill of Sale for all personal property as referenced in this contract and an Affidavit of Liens, at time of closing.

47. TIME IS OF THE ESSENCE: **At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.**

48. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Purchaser and Seller and shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns and third parties claiming under the contract between Purchaser and Seller, or by virtue of contract between Purchaser and Seller. All discussions, correspondence, proposals, negotiations and representations prior to the execution of Agreement shall be considered merged herein and of no further effect.

49. PURCHASER'S SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Purchaser acknowledges that they have read and understand all provisions of this Agreement. Purchaser also acknowledges the receipt of a copy of this Buy & Sell Agreement. Purchaser further agrees to pay Broker(s) for services rendered as set forth in the Exclusive Right to Represent Agreement. In the presence of:

Witness

PURCHASER

Date

PURCHASER

50. ACCEPTANCE OF AGREEMENT OF SALE: The above terms of purchase are accepted and Seller acknowledges receipt of a copy hereof.

Witness

SELLER

Date

SELLER

51. PURCHASER ACKNOWLEDGEMENT OF DEPOSIT: The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Buy & Sell Agreement.

Date

PURCHASER

Date

PURCHASER

DISCLAIMER: This form is provided as a service of eTitle Agency, Inc. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. eTitle Agency, Inc. is not responsible for the use or misuse of this form, misrepresentation, or warranties made in connection with this form.

Seller's Disclosure Statement

Property Address: _____, Michigan

Street

City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the Seller, does not possess any expertise in construction, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the seller or by any agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's agent(s), if any. **This information is a disclosure only and is not intended to be part of any contract between the Buyer and Seller.**

Instructions to the seller: (1) Answer ALL questions (2) Report known conditions affecting the property (3) Attach additional pages with your signature if additional space is required (4) Complete this form yourself (5) If some items do not apply to your property, check "Not Available". If you do not know the facts check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides)

	YES	NO	UNKNOWN	N/A		YES	NO	UNKNOWN	N/A
Range/Oven	_____	_____	_____	_____	Lawn Sprinkler System	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water Heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/Fan	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
TV Antennae, TV rotor and controls	_____	_____	_____	_____	Septic Tank and drain field	_____	_____	_____	_____
Electrical System	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Garage door opener and control	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Alarm System	_____	_____	_____	_____	Central A/C	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central heating	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Electric air filter	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Trash Compactor	_____	_____	_____	_____	Fireplace and chimney	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Sauna/Hot tub	_____	_____	_____	_____	Dryer	_____	_____	_____	_____
Washer	_____	_____	_____	_____					

Explanations (attach additional sheet if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements and additional information:

1. Basement/Crawlspace: Has there been evidence of water? Yes _____ No _____

If Yes, please explain: _____

2. Insulation: Describe if known: _____ Unknown _____ Yes _____ No _____

Urea Formaldehyde Foam Insulation (UFFI) is installed Unknown _____ Yes _____ No _____

3. Roof: Leaks? _____ Unknown _____ Yes _____ No _____

Approximate age if known: _____

4. Well: Type of well (depth/diameter, age and repair history, if known): _____ Yes _____ No _____

Has water been tested? _____

If Yes, date of last report/results? _____

5. Septic tanks/Drain field: Condition if known _____

6. Heating system: Type/approximate age: _____

7. Plumbing system: Type: copper _____ galvanized _____ other _____

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation: If any (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property? Unknown _____ Yes _____ No _____

If Yes, please explain: _____

11. Flood insurance: Do you have flood insurance on the property? Unknown _____ Yes _____ No _____

12. Mineral rights: Do you own the mineral rights? Unknown _____ Yes _____ No _____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways or other features whose use or responsibility for maintenance may have an effect on the property? Unknown _____ Yes _____ No _____

2. Any encroachments, easements, zoning violations or nonconforming uses? Unknown _____ Yes _____ No _____

3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners' association that has any authority over the property? Unknown _____ Yes _____ No _____

4. Structural modifications, alteration, or repairs made without necessary permits or licensed contractors Unknown _____ Yes _____ No _____

5. Settling, flooding, drainage, structural or grading problems? Unknown _____ Yes _____ No _____

6. Major damage to the property from fire, wind, flood or landslides? Unknown _____ Yes _____ No _____

7. Any underground storage tanks? Unknown _____ Yes _____ No _____

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? Unknown _____ Yes _____ No _____

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? Unknown _____ Yes _____ No _____

10. Any outstanding municipal assessments or fees? Unknown _____ Yes _____ No _____

11. Any pending litigation that could affect the property or the Seller's rights to convey the property? Unknown _____ Yes _____ No _____

If the answer to any of these questions is yes, please explain, attach additional sheets if necessary: _____

The seller has lived in the residence on the property from _____ (date) to _____ (date).

The seller has owned the property since _____ (date).

The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance system of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the broker or the broker's agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of the Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITRION OF THE PROPERTY

BUYER IS ALSO ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMTAION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

SELLER _____ DATE _____

SELLER _____ DATE _____

Buyer has read and acknowledges receipt of this statement.

BUYER _____ DATE _____ TIME _____

BUYER _____ DATE _____ TIME _____

Lead-Based Paint and Lead-Based Paint Hazards Disclosure

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 point hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based point hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure is in regard to a residential dwelling commonly known as: _____
(STREET ADDRESS)

Seller's Disclosure (initial all paragraphs which apply)

Seller represents that the housing on the above described property was constructed after 12/31/77 and thereby is exempt under 42 U.S.C. 4582(d) (the lead paint disclosure regulations).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Seller has no records or reports of lead-based paint and/or lead-based paint hazards in the housing.

Known lead-based paint and/or lead-based paint hazards are present in the housing. (Explain)

Seller has the following records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing which seller shall provide to Purchaser upon receipt of an acceptable "Buy & Sell Agreement" (list documents below)

Seller's Agent's Acknowledgment (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment (initial all paragraphs which apply)

Purchaser has received copies of all information listed above, if any.

Purchaser has received the pamphlet "**Protect Your Family from Lead in Your Home**"

PURCHASER HAS (initial only one below):

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;

OR

Has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Purchaser

Date

Seller

Date

Purchaser

Date

Seller

Date

Selling Sales Person

Date

Seller's Agent

Date

Lead-Based Paint Inspection Addendum

This Addendum is attached to an made a part of a certain Buy & Sell Agreement between the undersigned parties dated _____, 20__ covering the property being commonly known as _____
(STREET ADDRESS)

Lead-Based Paint and Lead Paint Risk Assessment: (initial one paragraph)

--	--

Purchaser hereby waives purchaser's right to have a lead-based paint inspection or lead-based paint assessment in regard to this property

OR

--	--

This "Buy & Sell Agreement" is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards acceptable to Purchaser, at the Purchaser's expense.

This contingency shall terminate after _____ calendar days from the date of final acceptance by all parties to this agreement (EPA/HUD requires 10 calendar days unless otherwise agreed to by both parties)

If Purchaser finds any condition unacceptable to Purchaser, Purchaser may, within the specified time, declare this entire agreement null and void and all earnest money shall be returned to the Purchaser.

PURCHASER AGREES THAT THE CONTINGENCY PROVIDED BY THIS PARAGRAPH SHALL BE BEEMED TO HAVE BEEN WAIVED, IF THE PURCHASER FAILS TO PROVIDE A WRITTEN STATEMENT TO THE SELLER OR SELLER'S AGENT WITHIN THE TIME CALLED FOR ABOVE.

IF THIS CONTINGENCY IS WAIVED OR IF PURCHASER ELECTS TO CLOSE NOTWITHSTANDING THE REPORTED UNACCEPTABLE CONDITIONS, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS 'AS IS' CONDITION AS OF THE DATE OF CLOSING.

The Purchaser may remove this entire contingency at any time without cause.

Signatures:

Witness

Purchaser

Date

Purchaser

Date

Witness

Seller

Date

Seller

Date

Land Contract Sale Addendum

This addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated _____ covering property commonly known as: _____

ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT

Sale on Land Contract Down payment of the sum of \$ _____ and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money with _____ years from the date of the Contract at a rate of _____ percent per annum.

If the Seller's title to said land is evidenced by an existing Land Contract with unperformed terms and conditions substantially as above set forth the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance the purchaser agrees to reimburse the Seller upon the proper assignment of same.

Purchaser(s)	Seller(s)	The undersigned parties further agree that any initialed clauses below are to be incorporated into and become a part of the land contract
Initials	Initials	
____/____	____/____	Land Contract principal and interest payment of \$ _____
____/____	____/____	Land Contract Payment will be an interest only payment of \$ _____

REAL ESTATE TAXES & INSURANCE

____/____	____/____	Purchaser agrees to pay all taxes, and special assessments, when due, and submit proof of payment to Seller with in _____ () days from the due date.
____/____	____/____	Purchaser agrees to pay an additional monthly amount of \$ _____ which is an estimate of 1/12 of the annual costs of (taxes), (special assessments), (and insurance). This shall be credited by the Seller to the unpaid principal balance of the land contract. Seller shall pay said (taxes), (special assessments), (and insurance) before any penalty attaches and add amounts so paid to the principal balance of the contract on their due date. This amount may be adjusted periodically to approximate the total for (taxes), (special assessments), (and insurance).
____/____	____/____	Purchaser agrees to insure said property with a hazard insurance policy, in an amount satisfactory to Seller and financial institution, if there is an underlying mortgage, or vendor. The vendor must be added as an additional insured to the extent of the interest during the term of this contract.

1ST PAYMENT DUE AND TAX PRORATION

____/____	____/____	Purchaser(s) first monthly payment is due 30 days from the date of closing. Taxes will be prorated as of the closing date. Interest will begin to run from the closing date. If Seller occupies the property after closing, Seller will pay use and occupancy in accordance with paragraph 7 of the Purchase Agreement. In addition, if payments are to be due on the first of the month place an 'X' here _____. In this case, purchaser will pay interest at closing for the period from the closing date to the first of the following month and the first payment will be due at the beginning of the subsequent month.
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OTHERS

____/____	____/____	If there is a present mortgage and/or land contract on this property, the parties agree that the holder of said mortgage and/or land contract shall be contacted prior to closing to determine if there are any provisions or requirements if the property is sold on a land contract and shall notify the Purchaser thereof upon receipt of such requirements, if any.
____/____	____/____	At any time during the term of this land contract Purchaser may assume the existing mortgage. Sellers agree not to reduce the principal balance of the mortgage other than by the normal required monthly payments.
____/____	____/____	Purchaser is to deliver, at their expense, to Seller a current __Credit Report, __ Employment Letter and/or __ Financial Statement within seven (7) business days of Seller's acceptance. If Said information is not satisfactory to Seller or is not timely delivered, Seller may, within two (2) days of receipt of the information, declare this sale null and void and all deposit monies will be returned.
____/____	____/____	In the event payments are not received within _____ Business days from due date, a late payment charge of \$ _____ per payment shall be added to the payment. This is a late payment charge and not interest. Purchaser further agrees and understands that enforcement of the late payment charge doe not constitute an election under the contract and that the seller may pursue any other remedies available in law or equity.
____/____	____/____	Seller agrees to execute a good and sufficient Warranty Deed at closing to be placed in Escrow with eTitle Agency, Inc. Purchaser agrees to pay all costs of Escrow Agent.
____/____	____/____	In addition to the required monthly payments, Purchaser shall pay to Seller \$ _____ on or before _____ said amount to be applied against the principal balance of the land contract.
____/____	____/____	Purchaser and Seller understand that the regular monthly payments called for by the terms of the land contract will not pay the land contract amount owing in full by the end of the term of the contract. There will be a lump sum payment due from Purchaser to Seller at that time.
____/____	____/____	MANDATORY: Neither Salespersons, Brokers, nor Seller have represented to Purchaser that at the time required for pay-off of this obligation there will be satisfactory mortgage financing available or that such financing will be at rates currently available or lower.
____/____	____/____	MANDATORY: This agreement constitutes the entire agreement between the parties and no other oral or written agreement shall be considered to be apart hereof.
____/____	____/____	MANDATORY: All parties agree and affirm that they have reviewed each initialed clause of this addendum, and they further understand the meaning of and importance of each initialed clause. All parties to this transaction are recommended to seek the counsel of an attorney and an accountant to protect their interest.

ADDITIONAL CONDITIONS

____/____	____/____	_____
____/____	____/____	_____
____/____	____/____	_____

SIGNATURES

Witness: _____	Purchaser: _____
Date: _____	Purchaser: _____
Witness: _____	Seller: _____
Date: _____	Seller: _____

Seller's Disclosure Statement for Vacant Land Only

Note: This Disclosure Statement is for vacant land only. Sellers of residential property must use the form required under the Seller Disclosure Act, MCL 565.951: MSA 26.1286(51) (MAR Form H).

SIZE AND LOCATION OF PROPERTY: _____

PURPOSE OF STATEMENT: This disclosure statement contains information concerning the Property known by Seller. Unless otherwise advised, the Seller does not possess any expertise concerning soil conditions, zoning and other land use regulations, environmental conditions or related matters. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THE TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

SELLER'S DISCLOSURE: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller hereby specifically makes the following representation based on the Seller's knowledge at the time of signing this document. The Seller authorizes its agent to provide a copy of this statement to any prospective buyer in connection with the Property. The following representations are made solely by the Seller and are not the representation of the Seller's agent.

INSTRUCTION TO THE SELLER: (1) complete this form yourself; (2) fill in all blank; (3) report known conditions affecting the Property; (4) if some items do not apply to your Property, write N/A (not applicable); (5) if you don't know the answer to a particular question, check unknown; and (6) attach additional pages with your signature if additional space is required.

- | | | | |
|---|------------------|---------|--|
| 1. Has the Property been surveyed? | Yes | No | |
| If yes; is a copy available? | Yes | No | |
| 2. Is seller aware of any prior property divisions or splits involving this Property Since March 31, 1997? | Yes | No | |
| 3. Zoning Classification of Property: | Known (Complete) | Unknown | |
| 4. Is Seller aware of any encroachments, easements, zoning violations or non-conforming uses? | Yes | No | |
| 5. Is Seller aware of any mineral rights in the property held by any person or entity other than the Seller? | Yes | No | |
| 6. Is Seller aware of any flooding, drainage or grading problems? | Yes | No | |
| 7. Has Property ever had a 'PERC TEST'? | Yes | No | |
| 8. Is Seller aware of any underground storage tanks either presently on the Property or which have been previously removed from the property? | Yes | No | |
| 9. Is Seller aware of any ground water contamination? | Yes | No | |
| 10. Is Seller aware of any other environmental contamination on the Property? | Yes | No | |
| 11. Has Seller received notice of any environmental regulation or environmental condition (such as a wetland determination) which would prohibit or restrict use of the property? | Yes | No | |

If the answer to any of the above questions is yes, or if there is any other material information that the Buyer should be aware of, please explain: _____

Seller certifies that the information contained in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

Buyer should obtain professional advice and inspections of the Property to more fully determine the condition of the Property.

The Seller has owned the property since _____ (date) and makes representation only since that date. If prior to closing, the Seller becomes aware that any of the information contained in this disclosure form is incorrect, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker or the Broker's Agent liable for any representations not directly made by the Broker or Broker's Agent.

SELLER

DATE

SELLER

DATE

Buyer has read and acknowledges receipt of this statement.

BUYER

DATE

BUYER

DATE