

REAL ESTATE BUY AND SELL AGREEMENT

Date: _____ Order No.: _____ and

Seller(s): _____
(Print full legal names of ALL Sellers and their marital status)

Purchaser(s): _____
(Print full legal names of ALL Purchasers and their marital status)
hereby offers and agrees to sell/purchase the following land:

Property Description: Situated in the: City, Township, or Village of _____ County, Michigan, described as:
(legal)

Street Address: _____, Parcel ID: _____, together with all improvements and appurtenances, including all lighting fixtures, attached water purification system, bulbs; all window treatments, blinds, shades & hardware; wall to wall and/or attached carpeting; fireplace screen(s), glass doors(s), gas logs, insert(s) & grate(s); ventilating fixtures, storm windows and storm doors, screens, awnings, garage door opener(s), including any transmitter(s); water softener (unless rented), built-in kitchen equipment, attached mirrors, all ceiling fans, all attached shelving and attached work benches, attached humidifiers, stationary laundry tubs, water pressure tank; TV antenna, rotors and controls, satellite dish & accessories; security systems (unless rented), mailboxes, all support equipment for pools, attached outdoor grill(s), detached buildings, all landscaping, fence(s), fuel in tanks(s), if any, gas conversion unit and permit, subsurface rights; plus any and all items and fixtures permanently affixed to the property and also including the following items:

Sales Price: For the sum of _____ dollars, (\$ _____) subject to all existing building and use restrictions, easements, right-of-way and zoning ordinances affecting the use of the property, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: All moneys must be paid in form of certified funds. The sale will be completed by the following method indicated as marked below (others do not apply): **Check one of 5 below, and fill in the applicable lines.**

Cash Sale: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in certified check.

Cash Sale with new Mortgage: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in certified check. This agreement is contingent upon the Purchaser(s) being able to secure a _____ mortgage for a term of _____ years in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash, unless otherwise stated. Purchaser agrees to make formal application for such mortgage at Purchaser's expense within _____ calendar days from Seller's acceptance of this offer. Purchaser agrees to promptly comply with lender's request for information required to process the loan application. Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender. If a firm commitment for such mortgage cannot be obtained within _____ calendar days from date of Seller's acceptance, this offer shall be declared null and void and the deposit shall be returned to the Purchaser unless time has been previously extended, in writing, by both the Purchaser and Seller, (A commitment subject to the sale or closing of Purchasers present home is not a firm mortgage commitment). F.H.A. Addendum is attached

Sale to Existing Mortgage: Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of purchase money is to be made in certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ Dollars, with interest at _____ per cent, upon which there is unpaid the sum of approximately \$ _____ Dollars on the _____ day of each and every month, which mortgage requires payments of \$ _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If Seller has any accumulated funds held in escrow for the payment for any prepaid items, the purchaser agrees to reimburse the Seller upon proper assignment of it. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.

Sale on Land Contract: Payment of the sum of \$ _____ Dollars in certified check, and the execution of a Land Contract upon the First Premier Title Agency form, acknowledging payment of the sum and calling for the payment of the purchase money within _____ years from the date of Contract in monthly payments of not less than \$ _____ Dollars each, which include interest payments at the rate of _____ per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.

Sale to Existing Land Contract: 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 and 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 it.

Purchaser initials _____ / _____

Seller initials _____ / _____

Evidence of Title: As evidence of title, Seller agrees to furnish Purchaser as soon as possible, without expense to Purchaser, a complete commitment for and Policy of Title Insurance with Eagle Protection added, issued by *First Premier Title Agency* in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement no later than _____ calendar days prior to closing.

Title Objections: If objection to the title is made, based upon a written opinion of Purchasers attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is 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 the 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 commitment for a title policy within the time specified, the Purchaser agrees to complete the sale within 10 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.

Time of Closing: If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on or about _____, but no later than _____ unless otherwise mutually agreed in writing. However, if the sale is to be consummated in accordance with a new mortgage, then the closing will be governed by the time specified for obtaining a mortgage. The closing of this sale shall take place at the office of *First Premier Title* unless otherwise specified by the Seller and Purchaser.

Default: In the event of default by the Purchaser, the Seller may elect to enforce the terms hereof, or demand forfeit of Purchaser earnest money deposit in full termination of this agreement. In the event of default by the Seller hereof, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of the entire earnest money deposit in full termination of this agreement upon execution of mutual release signed by the parties.

Possession: If the Seller occupies the property, it shall be vacated on or before _____ calendar days after closing, not later than 11:59 PM; from the date of the closing to the date of vacating property as agreed, SELLER SHALL PAY 1/30th of the Purchaser's principal & interest mortgage payment(s), taxes (1 year), and homeowners, flood, & mortgage insurance (1 year), or the sum of \$ _____ per day. The Escrow Agent shall retain from the amount due Seller at closing the sum of \$ _____ 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 Broker, Escrow Agent, or Purchaser. Seller and Purchaser agree to execute a Mutual Release of Rent Escrow Agreement. If tenants occupy the property, possession shall be granted at closing, unless otherwise agreed in writing. Broker or Escrow Agent has no obligation implied or otherwise to assure that the premises are vacated or for the condition of the property, and is only acting as an escrow agent.

Taxes and Prorated Items: The Seller(s) shall pay all taxes and assessments for which tax bills have been issued at date of this agreement. The current year taxes, if any, shall be prorated and adjusted indicated by "X" below. **Check one of 4 statements below**

- 365/366 Year Advance/Fiscal Year Proration:** Taxes are to be prorated as being paid in advance using the most current summer/city and winter/county property tax bill, from the day of closing to the next due and/or payable date. The tax amounts shall be prorated based on a 365-day year or 366-day year when the closing takes place in a leap year, and credited to the seller.
- 360 Year Advance/Fiscal Year Proration:** Taxes are to be prorated as being paid in advance using the most current summer/city and winter/county property tax bill, from the day of closing to the next due and/or payable date. The tax amounts shall be prorated based on a 360-day year, 30-day month, and credited to the seller.
- Calendar Year/Arrears Proration:** Taxes to be prorated on a calendar year basis as if paid in ARREARS with Seller charged from January 1 through date of closing. The amount to be estimated using the current millage rate and Taxable Value information at time of closing; no adjustment shall be made after closing between the parties. Credit will be given against the total prorated tax amount to the Seller, for July tax, if any, billed in the year of closing and paid prior to closing.
- No Tax Proration:** Subject to the foregoing prorations, delinquent real estate taxes and current installments of special assessments, except perpetual assessments, (i.e. garbage, lighting, fire protection.....), which are billed on or before the closing date shall be paid by Seller. Real Estate taxes billed after the date of closing shall be the responsibility of the Purchaser. Any unbilled public improvements/special assessment outstanding at the time of closing shall be the responsibility of the _____. Seller shall pay any current municipal charges for water and sewage to the date of possession.

Other Prorated Items: Interest, rents, association fees, heating fuel, if any, will be prorated to the date of closing using the actual number of days in the month of the closing.

Additional Items: _____

Purchaser initials _____ / _____

Seller initials _____ / _____

Special Assessments: The Seller(s) will pay all installments of any special assessments that have been billed prior to time of closing. Billing dates shall be deemed to be July 1st, and December 1st; or other _____ installments billed on or after the date of closing will be handled as follows: **Check one of 3 statements below**

Prorated and Assumed: The current installments will be prorated at closing as having been paid in advance. The Purchaser will assume future installments.

Paid in Full: The Seller will pay off all balances of any assessments that are a lien against the land/property at the time of closing.

Other: _____

Sewer and Water Escrow: The Seller agrees to pay for all sewer and water usage to the date the property is vacated.
 The Listing Broker shall retain from the amount due to the seller at closing, a minimum of \$200.00 for water/sewer charges.

Purchaser and Seller agree to waive the requirement to hold a sewer/water escrow and agree to pay charges outside of closing.

Earnest Money Deposit: Purchaser deposits \$ _____ dollars in the form of cash or check showing good faith. This money, which will be applied to the sales price, will be deposited with _____. If the conditions/contingencies in this contract cannot be met, Seller will refund the deposit or authorize *First Premier Title* to refund the deposit. The transaction is subject to an Escrow Agreement executed between the parties. Upon refund of the earnest money deposit, the parties agree that they will execute a Mutual Release of Buy & Sell Agreement, releasing each party from this contract and noting the amount and the party that the earnest money deposit is going to. The parties further agree that upon the return of the earnest money deposit, this agreement will be terminated and the Seller is free to market and sell the property to any other Purchaser.

Disclosure of Fees: Purchaser and Seller hereby acknowledge notice of the fact the Real Estate Broker may accept a commission, fee or consideration with regard to placement of an abstract, loan or mortgage, life, fire, flood, title or other casualty insurance arising from this transaction and expressly consent thereto as required by the provisions of the Michigan Real Estate License Law.

Joint Parties: If two or more persons execute this Agreement as Purchaser or Seller, their obligations hereunder shall be joint and several.

Parties to Contract: Purchaser and Seller recognize that the Real Estate Brokers, and Title Company involved in this transaction are agents of the Purchaser and/or Seller and are not parties to this contract. Purchaser and Seller agree that Real Estate Broker and Title Company are not responsible for the condition of property or for the performance of the contract by any or all of the parties. *First Premier Title* is not responsible for alterations or additions to this document, for any error regarding the terms of the transaction based upon information supplied by the parties, for misrepresentations made by any party, or for warranties made by any party in connection with the transaction.

Maintenance of Premises: Seller agrees to maintain the premises, including landscaping, in the same condition as existing at acceptance of this offer until possession is delivered to Purchaser. In the event the property has been winterized, it shall be the obligation and the expense of the Seller to de-winterize it and have the property and its systems in proper working order at least 48 hours prior to closing. Purchaser shall have the right to physically examine the premises during the last 48 hours before scheduled closing. Seller agrees to remove all personal property, and further, to leave the premises broom clean and free of debris upon vacating.

Time of the Essence: With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing.

Binding Effect: This Purchase Agreement shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

Closing Fees: Purchaser(s) and Seller(s) agree to pay closing fees as may be charged by the Broker or *First Premier Title* supervising the closing.

"AS IS": Purchaser clearly understand that they are purchasing a USED structure in "AS IS" condition. Purchaser acknowledges that: (a) they have examined the property; (b) they have had the opportunity to have additional inspections; (c) neither Seller nor any Broker or Agent involved in this transaction has made any representations or warranties of any kind concerning the property upon which the Purchaser have placed reliance, and (d) Seller's representations as contained in the "Sellers Disclosure Statement" are based upon Seller's knowledge and do not constitute a warranty concerning the condition of the property.

Attorney Review: It is recommended, and Purchaser and Seller are hereby advised that they may have this agreement reviewed by an attorney within 10 calendar days from date of Seller acceptance. If written notice of unsatisfactory review is not provided to the other party within 20 calendar days from date of Seller's acceptance, this paragraph will be considered void and satisfactory review assumed. If either party is provided written notice within 20 calendar days from date of Seller's acceptance that the other party's attorney is not satisfied with said agreement, this sale will be null and void and all earnest money deposit refunded to Purchaser.

Purchaser initials _____ / _____

Seller initials _____ / _____

Home Inspection: Purchaser is hereby advised that private inspector(s) of Purchaser's choice and at Purchaser's expense may inspect the property, within _____ calendar days from date of Seller's acceptance. It is recommended that Purchaser obtain a fully independent inspection including, but not limited to, general house inspection, infestation, radon, UFFI, lead based paint, and environmental hazards. Purchaser is aware that any reference to the square footage and room dimension of the real property or improvements thereon is approximate. If square footage and room dimension is a significant issue to the Purchaser, it must be verified during the inspection period. If Seller is not provided with written notice of Purchaser's dissatisfaction regarding said inspection within 24 hours from the date the final inspection took place, this contingency will be considered satisfied and this agreement without regard to said report.

IF PURCHASER ELECT TO WAIVE THEIR INSPECTION OPPORTUNITY, as stated above, they acknowledge that they are doing so against the advice of all parties involved in this transaction by placing their initials here: Purchaser initials _____ / _____

Well & Septic System: If the property is serviced by a well and/or septic system, Seller shall provide to Purchaser within _____ calendar days, at Seller's expense, and deliver to the Purchaser prior to closing, an inspection report by the county health department or other qualified inspector. Seller represents that the well water is potable and that the well and septic system, if any, are in good working order or as disclosed. Purchaser shall have the right to terminate this agreement if the inspection report is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

IF PURCHASER ELECT TO WAIVE THEIR WELL & SEPTIC INSPECTION OPPORTUNITY, as stated above, they acknowledge that they are doing so against the advice of all parties involved in this transaction by placing their initials here: Purchaser initials _____ / _____

City Certifications: If the municipality where the property is located requires an inspection prior to a sale, Seller will pay for the necessary inspection and any required repairs needed up to \$ _____ to obtain a written approval of the municipality required for the sale.

Warranty Plans: Purchaser and Seller are hereby notified of the benefits of having the property covered by a home warranty plan and are aware that the plan may be purchased by either of the parties. Seller Purchaser agrees to purchase, at their expense, a home warranty plan from *First American Home Purchasers Protection Corporation*. (See Home Warranty Application)

Facsimile Authority: It is agreed to by all parties herein that offers, acceptances and notices required hereunder can be delivered by facsimile (FAX) copy to the parties or their agents, provided it is readable and a hard copy (original signed copy) is 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.

Sellers Disclosure: Seller to have a "Sellers Disclosure Statement" as required by law of the State of Michigan personally delivered to Purchaser within 10 calendar days after this agreement becomes binding. Purchaser shall have the right to terminate this agreement if the "Sellers Disclosure Statement" is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

Lead-Base Paint: Seller to have a "Lead-Base Paint Disclosure" as required by law of the State of Michigan personally delivered to Purchaser within 10 calendar days after this agreement becomes binding. Purchaser shall have the right to terminate this agreement if the "Lead-Base Paint Disclosure" is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

Associations: See "Association Addendum to Sales Agreement" if property is subject to an association and/or annual fees such as a condominium or townhouse.

Signatures: All parties agree that facsimile signatures shall be treated as originals.

Offer: This offer is void if not accepted by _____ AM/PM on _____ and the deposit shall be returned to Purchaser(s).

Counter Offer: In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions, if supported with initials and signatures by Seller, shall constitute a counter offer by Seller to Purchaser which shall remain valid until _____ AM/PM on _____, unless earlier withdrawn in writing by Seller, and shall require acceptance by the Purchaser by initialing each change before such date and time.

Binding Arbitration: Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association, as an alternative to the judicial system.

Additional Conditions: _____

Purchaser initials _____ / _____

Seller initials _____ / _____

Acknowledgment: Purchaser and Seller further hereby acknowledge that they have read this entire agreement including all of the printed language on both sides of the agreement and that they understand it, agree to be bound by its terms, and that it is the complete and exclusive statement of their agreement which supersedes and takes the place of all prior representations, understandings and agreements, both oral and written, of the parties, their Brokers or other parties concerning the subject matter of this purchase agreement. (NO VERBAL AGREEMENT SHALL BE BINDING)

IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING BELOW.

PURCHASER(S) SIGNATURE(S) (AS NAMES ARE TO APPEAR ON TITLE). Purchaser has received a copy of this contract.

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____

SELLER(S) ACCEPTANCE: Seller accepts this contract (as written). OR Seller has signed below, but this agreement is subject to AN ADDENDUM TO THIS PURCHASE AGREEMENT, ATTACHED AND MADE A PART OF THIS AGREEMENT.

SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____

PURCHASER(S) ACCEPTANCE(S). Purchaser acknowledges Seller's acceptance of this contract.

Signature: _____ Signature: _____
Signature: _____ Signature: _____

Purchaser initials ____ / ____

Seller initials ____ / ____

LISTING BROKER SIGNATURE

Signature: _____ Date: _____

Print Name: _____ Company Name: _____

Work Phone: _____ Fax Phone: _____ Email: _____

Company Address: _____

SELLING BROKER SIGNATURE

Signature: _____ Date: _____

Print Name: _____ Company Name: _____

Work Phone: _____ Fax Phone: _____ Email: _____

Company Address: _____

Purchaser initials ____ / ____

Seller initials ____ / ____

ASSOCIATION ADDENDUM TO SALES AGREEMENT

Date: _____

Order No.: _____

The offer to purchase the real property commonly known as _____

made by _____

Agreement Dated _____

Property Address: _____

Parcel ID: _____

Association Name: _____

Contact Name: _____

Phone Number: _____

Address: _____

Association Approval: If the association documents require that the purchaser apply and be approved for membership in the Association, the Purchaser agrees to apply within 15 calendar days after receiving the necessary application forms. If, for any reason, the Association refuses to approve the Purchaser for membership, or withholds approval beyond the date of the next scheduled Association Board of Directors meeting after the Purchaser's application has been submitted, this agreement shall be cancelled and all earnest money shall be returned to the Purchaser.

Inspection of Master Deed: This offer is contingent upon the Purchaser's inspection and approval of the Master Deed, By-Laws, Amendments and most recent Financial Statements of the Association. Such inspection and approval shall be made within 5 calendar days after delivery, by the Seller of said documents to the Purchaser. Delivery shall be in care of the Purchaser within 10 calendar days after date of the Purchaser's receipt of the Seller's acceptance of this offer. Unless the Purchaser notifies the Seller in writing, within 5 calendar days, of the Purchaser's dissatisfaction with the provisions contained in these documents and return said documents to the Seller, this contingency shall be deemed waived. Upon proper notification in writing of the Purchaser's dissatisfaction, this agreement shall be VOID. All earnest money deposits shall be returned to the Purchaser upon the Purchaser and the Seller signing a mutual Release of Purchase Agreement.

Working Capital: It is mutually agreed that all Association Funds, variously described as: working capital deposit, initial operating capital deposit, reserve account, capital expenditure reserve, the Seller's equity in Association Funds, insurance reserve fund or prepaid insurance, or any funds other than monthly Association dues/fees shall be included within the purchase price and assigned to the Purchaser, excepting only where the Association documents of the association being purchased specifically calls for reimbursement of such funds to the Seller. Association dues/fees shall be prorated as paid in advance, 30 calendar days, Fiscal Year Proration.

Association Assessments: Association assessments, if any, confirmed prior to closing shall be paid by the Seller(s) at closing.

Association Dues: The Purchaser(s) understands the association fee is: \$ _____ monthly and includes: _____ and any additional items as covered in the Association Documents.

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale.

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



Property Address:

SELLER'S DISCLOSURE STATEMENT



Street

City, Village, Township

Michigan

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, architecture, engineering or any other specific area related to the construction or conditions 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 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 N/A (non-applicable). If you do not know the facts, check "UNKNOWN". FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE 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.)

Table with columns: Range/Oven, Dishwasher, Refrigerator, Hood/Fan, Disposal, TV antenna, TV rotor & Controls, Electrical System, Garage door opener & Remote control, Alarm system, Intercom, Central Vacuum, Attic fan, Pool heater, wall liner & equipment, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Washer. Rows: Lawn sprinkler system, Water heater, Plumbing system, Water softener/Conditioner, Well & pump, Septic tank & drain field, Sump pump, City water system, City sewer system, Central air conditioning, Central heating system, Furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system, Dryer.

Explanations (attach additional sheets, if necessary): UNLESS OTHERWISE AGREED ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

- 1. Basement/Crawlspace: Has there been evidence of water?
2. Insulation: Describe, if known.
3. Roof: Leaks?
4. Well: Type of well (depth / diameter), age and repair history, if known.
5. Septic tanks/drain fields: 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:** Substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel of chemical storage tanks and contaminated soil on the 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 adjoining landowners, such as walls, fences, roads, 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, which has any authority over the property?
 Unknown _____ Yes _____ No _____
4. Structural modification, alterations 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, floods, 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 items based on that information known to the Seller. If any changes occur in the structural/mechanical/appliance systems 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 Broker's agent.

Seller certifies that the information 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.

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 INFORMATION 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 _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS® and Cisló Title Company. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® and Cisló Title Company is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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.

Seller's Disclosure

- (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).

 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based 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).

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

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) 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; 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.

Agent's Acknowledgement (initial)

- (f) _____ 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.

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.

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ESCROW AGREEMENT

AGREEMENT between _____ (Buyer), and *First Premier Title* (Escrow Agent), _____ (Seller),

Simultaneously with the making of this Agreement, Seller and Buyer have entered into a contract (Contract) by which Seller will sell to Buyer the following property:

The closing will take place at the offices of *First Premier Title* or at such other place as Seller and Buyer may jointly designate in writing. Pursuant to the Contract, Buyer must deposit _____ as an earnest deposit to be held by Escrow Agent.

The _____ earnest money deposit referred to hereinabove has been paid by Buyer to Escrow Agent. Escrow Agent acknowledges receipt of _____ from Buyer by check, subject to collection.

Seller and Buyer understand that they will not be entitled to earn interest on earnest deposit.

If the closing takes place under the Contract, Escrow Agent at the time of closing shall pay the amount deposited with Agent to Seller or in accordance with Seller's written instructions. Escrow Agent shall simultaneous transfer of the said property to the Buyer.

If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent does not receive a proper written authorization from Seller and Buyer, or if an action or proceeding to determine Seller's and Buyer's rights is not begun or diligently prosecuted, Escrow Agent is under no obligation to bring an action or proceeding in court to disburse the sum held, but may at its discretion file an Interpleading action as provided by law, and have no further liability under this agreement.

Escrow Agent assumes no liability except that of a stakeholder. Escrow Agent's duties are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agent's duties. Therefore Seller and Buyer agree to reimburse Escrow Agent for any reasonable expenses incurred as a result of litigation.

Whereof the parties sign their names on this day: _____

Signed in the presence of:

Witness

Witness

Witness

Witness

FHA ADDENDUM TO SALES AGREEMENT

Date: _____ Order No.: _____

The offer to purchase the real property commonly known as _____

made by _____

Agreement Dated _____

Property Address: _____ Parcel ID: _____

The Contract is contingent upon Purchaser obtaining a mortgage insured by the Federal Housing Administration (FHA) and secured by the Property as follows:

Loan Details:

LOAN AMOUNT \$ _____

Check all applicable terms:

Fixed Rate Loan

Includes MIP Excludes MIP (no initial MIP required for condo)

Graduated Payment Loan

TERM OF LOAN _____ Years

Adjustable Rate Loan – qualify at initial rate

MAXIMUM OR INITIAL * _____

Buy down – qualify at initial rate

INTEREST RATE _____% (* if adjustable rate loan)

OTHER: _____

Purchaser agrees to pay to Lender loan origination/loan discount fees of _____% of the Loan Amount and Seller agrees to pay loan origination/loan discount fees of _____% of the Loan Amount. Purchaser shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Purchaser.

Under the "Settlement Costs" Paragraph of the Contract, a Purchaser obtaining FHA financing is prohibited from paying certain charges and the Seller hereby agrees to pay such charges not to exceed \$ 500.00 .

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, PURCHASER IS AGREEING TO ACCEPT THE CURRENT MARKET RATE AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL POINTS CHARGED. THE PURCHASER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

Monthly Payments: Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, flood insurance premium, where required, and FHA MIP payment.

Loan Processing: Purchaser and Seller understand that FHA regulations require Lender to reprocess Purchaser's loan application if, from the time Purchaser's loan application was approved to the time of settlement, there is an increase in the loan discount fees to be paid by Broker or an increase of more than one percent (1%) in the loan interest rate. To the extent such changes does not conflict with the conditions of the Contract, Purchaser agrees to sign a new loan application if reprocessing is required.

FHA Amendatory Clause: It is expressly agreed that notwithstanding any other provisions of the Contract, Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. Purchaser shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

NOTICE: The dollar amount to be inserted in the amendatory clause is the purchase price as stated in the Contract. If Purchaser and Seller agree to adjust the purchase price in response to an appraisal value that is less than the purchase price, a new amendatory clause is not required. However, the loan application package must include the original Contract with the same purchase price as shown in the amendatory clause, along with the revised or amended Contract.

Mortgage Insurance: Purchaser agrees to pay mortgage insurance premiums (MIP) as required by FHA regulations. If the Property is not a condominium, MIP must be paid at the time of settlement in cash or included in the loan amount; AND IN ADDITION, a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly thereafter. If the Property is a condominium, only a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly after settlement.

NOTE: If the initial premium at settlement is to be financed, the amount should be included in the loan amount.

Termite Inspection: The paragraph entitled "Termite Inspection" in the Contract is hereby amended to provide that the required inspection of the residence by a licensed pest control company must also include an inspection of all accessory structures on the Property, and, if infestation previously existed in the residence or in such accessory structures, it has been corrected and any damage due to such infestation has been corrected. Except as expressly provided to the contrary herein, the Paragraph entitled "Termite Inspection" shall remain in full force and effect, unmodified by this Addendum.

Required Repairs: In the event the FHA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ _____, ("Repair Amount"). **This cost shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

- A. Seller may elect to pay the total cost of the "Required Repairs," in which event the Contract shall remain in full force and effect.
- B. Seller may terminate the Contract by written notice to Purchaser which must include a written estimate of the cost of the required repairs. Said written notice shall be provided to Purchaser within five (5) days of Seller's receipt of written estimate.
- C. The Contract shall remain in full force and effect if, within five (5) days of Purchaser's receipt of Seller's notice of termination, Purchaser elects, in writing, to pay the cost of the Required Repairs which exceeds the Repair Amount.
- D. If neither Purchaser nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void and all monies on deposit shall be returned to Purchaser pursuant to the "Deposit" Paragraph of the Contract.

CERTIFICATION: Seller, Purchaser and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached is true to the best of their knowledge and belief. Any other agreement entered into between any of the parties with respect to the purchase and sale of the Property has been fully disclosed and is attached to the Contract.

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale.

Seller: _____ Purchaser: _____
Seller: _____ Purchaser: _____
Seller: _____ Purchaser: _____
Seller: _____ Purchaser: _____
Listing Agent: _____ Selling Agent: _____