*Minnesota Title Agency*

|  |  |  |  |
| --- | --- | --- | --- |
| Main Office |  |  | Allen Park Office |
| 32500 Schoolcraft Road | (734) | 421-4000 | (313) | 381-6313 |
| Livonia, MI 48150-4399 | Fax (734) | 421-0047 | Fax (313) | 381-7901 |



**--ATTENTION --**

**For Sale By Owners!!**

CONGRATULATIONS!

You are about to become one of the rapidly growing number of home owners who have sold their own home.

Home owners are taking charge! Working with Minnesota Title Agency, they found out just how simple the process can be.

We at Minnesota Title Agency would like the opportunity to service you.

If you have any questions about the services we provide, please contact our closing coordinator.

Minnesota Title Agency, would like to let you know we now have e-mail capability. Seeing your documents made easy, from us to you.

\*Minnesota Title Agency realizes that selling your own home is not always a simple task. Often the services of a real estate professional will help you greatly in successfully facilitating the sale of your home. We can offer you names of realtors and/or attorneys in your area.

**FOR SALE BY OWNER**

**SAMPLE PACKAGE**

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NOTE:

\*Please take the time to read all this information thoroughly. After you have gone through this package, we would be happy to help you with any questions.

Please contact one of our convenient locations near you.

MINNESOTA TITLE AGENCY

Closing Coordinator

Livonia: 734-421-4000

Allen Park: 313-381-6313

*Minnesota Title Agency*

**FOR SALE BY OWNER ORDER FORM**

In order to better serve you, please fill out this form completely.

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Property Address**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number Street City/Town/Village County

**Legal Description** (If known): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller(s)**:

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Last Name | First | Middle | Marital Status | Social Security # |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Last Name | First | Middle | Marital Status | Social Security # |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Mailing Address (If different from property address) |  |  |  | Phone # |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | E-mail Address |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Current Mortgage Company |  | Phone |  | Loan # |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Home Equity Line of Credit (If applicable) | Phone |  | Loan # |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Attorney Name (If applicable) |  | Phone |  | Fax # |  |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | E-mail Address |  |
| **Buyer(s)**: |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Last Name | First | Middle | Marital Status | Social Security # |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Last Name | First | Middle | Marital Status | Social Security # |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address |  |  |  |  | Phone # |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | E-mail Address |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Attorney Name (If applicable) |  |  | Phone |  | Fax # |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | E-mail Address |  |
| **New Mortgage**: |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Name |  |  | Mortgage Amount |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Address |  |  | Phone |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Loan Officer or Contact Person |  |  | Fax |  |  |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | E-mail Address |  |
| Sales Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Anticipated Closing Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Deposit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Held By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Home Warranty Co:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Premium Amount: \_\_\_\_\_\_\_ Paid By: \_\_\_\_\_ |

Are there Mandatory Homeowners / Condominium Association dues: Yes \_\_\_ No \_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Association / Management Company Name

Phone #

Contact Name

Attachments:

( ) Purchase Agreement ( ) Mortgage Payoff Authorization Letter(s)

( ) Prior Title Insurance Policy ( ) Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1

**PURCHASE AGREEMENT**

1. **PROPERTY** Buyer agrees to buy from seller the property located at : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Michigan \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city, township, village) (zip code)

Legally described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Together with all buildings; gas, oil, and mineral rights owned by seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutter, window blinds and curtain/drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_but does not include

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The property is purchased subject to easements, restrictions and zoning ordinances of record.

1. **SALES PRICE** The sales price is: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Dollars)

1. **DEPOSIT** Buyer deposits $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ showing good faith. Deposit to be held by (Seller/Attorney/MinnesotaTitle). Deposit will be applied to sales price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision (refer to paragraph 16).
2. **METHOD OF PAYMENT (Check One)**

**\_\_\_\_\_\_\_CASH** Buyer will pay the sales price by certified check upon Seller's delivery of a warranty deed conveying marketable title.

**\_\_\_\_\_\_\_NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mortgage loan in

(VA, FHA, Conventional)

amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Buyer will apply for the loan within \_\_\_\_\_\_ days after Seller's acceptance. If Buyer fails to

deliver to Seller evidence of the loan approval within \_\_\_\_\_\_\_ days, Seller may cancel this contract and deposit will be refunded to

Buyer in full. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

**\_\_\_\_\_\_\_LAND CONTRACT** Buyer will pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_down payment upon Buyer and Seller signing a Land Contract

calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or more, including

annual interest of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_percent and which DO/DO NOT include prepaid taxes and insurance. Buyer will pay the entire

balance, which may require a lump-sum payment, within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_years after closing.

**\_\_\_\_\_\_\_MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT** If the holder of the mortgage or land contract

agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

1. **CLOSING DATE** Buyer and Seller will close the sale within \_\_\_\_\_ days after all necessary documents are ready, but in no eventlater than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **OCCUPANCY** Seller will give occupancy within \_\_\_\_\_\_ days of closing. Seller will pay Buyer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per day, fromthe day following closing to the day Seller vacates and surrenders the keys to Buyer. At closing, Minnesota Title Agency will retain from the amount due Seller $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to hold in escrow for the occupancy charge. Upon Seller vacating property and surrendering keys to buyer, Minnesota Title Agency will pay buyer the amount due and return to Seller any unused portion. Seller is liable for any damage to property after closing and before vacating.

**GENERAL CONDITIONS of sale printed on reverse side are incorporated and made a part of this agreement.**

**BUYER(S) SIGNATURE(S)** **Buyer's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER(S) SIGNATURE(S)** **Seller's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES** Buyer has received Seller's acceptance of this contract. If theacceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2

**GENERAL CONDITIONS**

**THIS IS A LEGAL DOCUMENT, BOTH BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY**

1. **TITLE INSURANCE** Seller will provide and pay for an owner's policy of title insurance without standard exceptions fromMinnesota Title Agency insuring Buyer's marketable title in the amount of the Sales Price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within \_\_\_\_\_\_\_ days of the date of this contract. Upon receipt of the commitment, Buyer will have \_\_\_\_\_\_ days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated and any deposit refunded to buyer.
2. **CLOSING COSTS** Unless agreed otherwise, Seller will pay all State transfer taxes and costs required to convey marketable title.Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs.
3. **TAXES/FEES PRORATIONS** Seller will pay in full all taxes which are due and payable at time of closing. Current taxes will beprorated and adjusted as of the date of closing as though they are paid in advance on the due date. Condominium and/or association fees, interest and rents will be adjusted in a like manner.
4. **SPECIAL ASSESSMENTS** Seller will pay in full all public authority charges (including, but not limited to, special assessments,paving charges, water or sewer contracts, weed cutting and lighting charges) which are a lien as of the date of this contract. Condominium association assessments will be paid in a like manner.
5. **WATER/SEWER ESCROW** Seller will pay in full all water and/or sewer usage change through the day of possession. Atclosing, Seller will give Minnesota Title Agency a minimum of $200.00 for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.
6. **SELLER'S DISCLOSURE (Check One)**

\_\_\_\_\_\_Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

\_\_\_\_\_\_Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993,

Buyer will have 72 hours after hand-delivery of the disclosure 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.

**13. PROPERTY INSPECTION (Check One)**

\_\_\_\_\_This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, no later than five (5) business days

after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate and any deposit refunded to Buyer.

\_\_\_\_\_Buyer does not desire to obtain an inspection of the property.

1. **CONDITION OF PROPERTY** Buyer has personally inspected the property and accepts it in its AS IS present condition (subjectto Buyer's right to have a property inspection, if any). Seller will obtain certification of occupancy from municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property broom clean upon vacating.
2. **WALK THROUGH** Buyer reserves the right to walk through the property within 24 hours prior to closing.
3. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legalremedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
4. **HEIRS AND SUCCESSORS** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeedingto their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
5. **OFFER / COUNTER OFFER** It is understood that this offer is irrevocable for five (5) days from its date, and if not accepted bythe Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by \_\_\_\_\_\_\_\_\_\_\_\_ (a.m.) (p.m.) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or the offer will be null and void and the deposit returned to Buyer.
6. **ENTIRE AGREEMENT** This contract constitutes the entire agreement between Buyer and Seller. This Contract supersedes allprior understanding and agreements, written or oral.
7. **ADDITIONAL CONDITIONS (if any)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer and Seller have read the GENERAL CONDITIONS.

Buyer initials \_\_\_\_\_\_\_\_\_\_\_\_\_ Seller initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3

*Minnesota Title Agency*

**EARNEST MONEY DEPOSIT AGREEMENT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deposit Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Check # \_\_\_\_\_\_\_\_\_

All parties agree that Minnesota Title Agency will hold the earnest money deposit for the above mentioned property in a non-interest bearing account, to be applied to the purchase price at closing pursuant to the Purchase Agreement.

In the event the transaction does not close, Minnesota Title Agency will require a written and fully executed "Mutual Release of Purchase Agreement" signed by all parties before funds may be released.

If the funds received were accepted as a personal check, Minnesota Title Agency must wait for verification from our bank that the funds have cleared before closing or releasing said funds.

Minnesota Title Agency will pass on all charges incurred on any funds returned by our bank for insufficient funds or check drawn on closed accounts.

Sellers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sellers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchasers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchasers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minnesota Title Agency acknowledges receipt of earnest money deposit check for the amount mentioned above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minnesota Title Agency, Representative

4

SELLER DISCLOSURE STATEMENT

**Property Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street

MICHIGAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, Village, Township

**Purpose of Statement:** (1) This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act, effective January 8,1994. (2) 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 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 makesthe 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 representative 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 ifadditional 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. EFFECTIVE JANUARY 8, 1994, 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:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | 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 antenna, TV rotor & controls | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Septic tank & drain field | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Electrical System | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Sump pump | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Garage door opener & remote control | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | City water system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Alarm system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | City sewer system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Intercom | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Central air conditioning | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Central vacuum | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Central heating system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Attic fan | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Furnace | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Pool heater, wall liner & equipment | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Humidifier | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Microwave | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Electronic air filter | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Trash compacter | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Solar heating system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Ceiling fan | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Fireplace & chimney | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| Sauna/hot tub | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ | Wood burning system | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_\_\_\_ | \_\_\_\_ |
| 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. |  |  |  |  |  |  |  |
| **Property conditions, Improvements & additional Information:** |  |  |  |  |  |  |
| **1. Basement:** Has there been evidence of water? |  |  |  |  |  |  | Yes \_\_\_\_\_ No \_\_\_\_\_ |

If yes, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Insulation:** Describe, if known: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Urea Formaldehyde foam insulation (UFFI) is installed? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No\_\_\_\_\_ **Roof:** Leaks? Yes \_\_\_\_\_ No\_\_\_\_\_ **3.**

Approximate age, if known: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Well:** Type of well (depth/diameter), age and repair history, if known: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Has the water been tested? Yes \_\_\_\_\_ No\_\_\_\_\_

If yes, date of last report/results: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **Heating system:** Type/approximate age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any known problems? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Electrical system:** Any known problems? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **History of Infestation**, if any: (termites, carpenter ants, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10. Environmental problems:** Substances, materials or products which 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 the property. | Unknown \_\_\_\_\_ | Yes \_\_\_\_\_ No\_\_\_\_\_ |
|  | If yes, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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. | Any area environmental concerns (i.e., proximity to a landfill, airport, shooting ranges, etc.)? | Unknown \_\_\_\_\_ | Yes \_\_\_\_\_ No\_\_\_\_\_ |

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The most recent State Equalized Valuation of the property provided by the local taxing unit to the Seller was **$**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

The Seller has lived in the residence on the property from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date). The Seller has owned the property since

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) and makes representation only since that date. The Seller has indicated above the history and 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 form 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 mad 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.

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5

**LEAD-BASED PAINT AND LEAD-BASED HAZARDS**

**DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES**

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all Sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d), which went into effect in 1996.

PROPERTY ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The residence at this address was constructed after January 1, 1978 (*Seller must initial one.*)

\_\_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_ Unknown

**(If Yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Seller's portion and sign below.)**

**LEAD WARNING STATEMENT**

Every Purchaser of any interest in residential real estate 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** *(Initial)*

|  |  |
| --- | --- |
| \_\_\_\_\_ **1**. | **Presence of lead-based paint and/or lead-based paint hazards (*check a or b below*):** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (Seller must | (a) \_\_\_ | Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). |
| Initial) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (b) \_\_\_ | Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. |
| \_\_\_\_\_\_ **2.** | **Records and reports available to the Seller (*Check a or b below)*:** |
| (Seller must |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Initial) | (a) \_\_\_ 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). |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (b) \_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the |
|  | housing. |
| \_\_\_\_\_\_\_ **3.** | **Seller acknowledges that Agents have informed Seller of Seller's obligation under 42. U.S.C 4852d, as** |
| (Seller must | **on the back of this form.** |
| Initial) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **PURCHASER'S ACKNOWLEDGEMENT** *(Initial)* |
|  |  |  |  |  |  |
| **\_\_\_\_\_\_\_ 4.** | **Purchaser has received copies of all information listed above and the attached \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** |
| (purchaser must |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Initial) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **\_\_\_\_\_\_\_\_ 5.** | **Purchaser has received the pamphlet *Protect Your Family from Lead in You Home.*** |
| (purchaser must |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Initial) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **\_\_\_\_\_\_\_\_ 6.** | **As set forth in the Offer to Purchase, Purchaser has *(check a or b below)*:** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

(a) \_\_\_\_ 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

(b) \_\_\_\_ 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 and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Date Time Purchaser Date Time

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Date Time Purchaser Date Time

6

*Minnesota Title Agency*

**

**PAYOFF AUTHORIZATION**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LENDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LENDERS ADDRESS: PHONE NUMBER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY ADDRESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Street Address | City | State | Zip |
| OWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PLEASE PRINT) |
| LOAN #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| THE ABOVE PROPERTY HAS BEEN SOLD, |  |  |
| ( | ) | On Land Contract |  |  |  |
| ( | ) | Purchaser will assume your Mortgage |  |  |
| ( | ) | Your Mortgage will be paid off |  |  |

YOU ARE HEREBY AUTHORIZED TO RELEASE THE FOLLOWING INFORMATION:

|  |  |  |
| --- | --- | --- |
| ( | ) | Pay-off Figures as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a daily rate |
| ( | ) | Assumption figures, monthly payment, break-down of monthly payment interest rate, |
|  |  | Re-Payment Penalty |
| ( | ) | Complete Insurance Information |
| ( | ) | Amount of 20\_\_\_\_\_ City Tax |
| ( | ) | Amount of 20\_\_\_\_\_\_ County Tax |
| ( | ) | If Mortgage is an Equity Line, Please close or freeze our account |

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLEASE MAIL OR FAX INFORMATION TO:

MINNESOTA TITLE AGENCY OR MINNESOTA TITLE AGENCY

32500 SCHOOLCRAFT 7326 ALLEN ROAD

LIVONIA, MI 48150 ALLEN PARK, MI 48101

PHONE # 734-421-0888 PHONE # 313-381-6313

FAX # 734-421-2834 FAX # 313-381-7901

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**SELLER'S SETTLEMENT STATEMENT -** See sample on Page

The Seller's Settlement Statement is an outline of the credits and charges from a Seller's perspective.

**Seller Credits**

1. **Sales Price**

The Seller is given a credit for the purchase price according to the Purchase Agreement and any addendums.

1. **Tax Prorations**

The Seller is credited for the summer and winter tax prorations. These prorations are computed based on the terms of the Purchase Agreement. Typically, prorations are done on a tax "due-date" basis. On a due-date basis, taxes are paid for the year in advance. For example, when summer taxes are due in July, the tax bill is actually for July 1st through June 30th of the following year. The Seller is credited the taxes for the portion of the upcoming and/or current year that he/she is no longer the owner of the home.

**Seller Charges**

1. **Water/Sewer Escrow**

In order to account for the Seller's final unpaid water bill, we will hold an amount, usually $200.00 to $300.00, from the Seller's proceeds for payment. See also Water Escrow part of the Closing Agreement on Page \_\_.

1. **Occupancy Escrow**

If the Purchase Agreement allows, the Buyer is entitled to rent the property to the Seller from the date of Closing until the Seller vacates the property. The amount held for occupancy escrow is typically 1/30th of the Buyer's mortgage payment plus taxes and insurance, per day of occupancy. If there is no mortgage, it is a mutually agreed upon price. See Occupancy Escrow part of the Closing Agreement on Page \_\_.

1. **Earnest Money Deposit**

The Seller is charged for the amount of the earnest money deposit they have previously received from the Buyer if that deposit is held in the Seller's personal account. Minnesota Title Agency may also hold the deposit and will transfer the funds to the closing table. See also Earnest Money Deposit Agreement on Page \_\_.

1. **Owner's Policy**

This charge to the Seller is for payment of the Title Insurance Policy which provides the Buyer with insured Proof of ownership. The price of the Policy is determined by the sale price. The seller may be entitled to a Discount on the cost of the new policy, if a copy of the title policy they received when they bought the home is provided to the title company. Title insurance rates are regulated by the State of Michigan.

1. **County and State Transfer Taxes**

Commonly referred to as "stamps" or "revenue stamps", the transfer tax is calculated based on the sales price of the home.

1. **First Mortgage Payoff**

This charge is to payoff the existing mortgage held by Seller.

1. **Overnight Delivery Fee**

Minnesota Title Agency uses overnight delivery services to transport mortgage payoffs, in order to insure timely delivery and to track the date of receipt in case of a discrepancy with the mortgage company.

1. **Document Preparation Fee**

Minnesota Title Agency charges a fee for preparing the various statements shown in this sample package.

**8**

**BUYER'S SETTLEMENT STATEMENT** - See sample on Page

The Buyer's Settlement Statement is an outline of the charges and credits from a buyer's perspective.

**Buyer Charges**

1. **Sales Price**

The Buyer is charged for the purchase price according to the Purchase Agreement and any addendums.

1. **Tax Prorations**

The Buyer is charged for the Summer and Winter tax prorations. These prorations are computed based on the terms of the Purchase Agreement. Typically, prorations are down on a tax "due-date" basis. On a due-date basis, taxes are paid for the year in advance. For example, when summer taxes are due in July, the tax bill is actually for July 1st through June 30th of the following year. The Buyer is charged the taxes for the portion of the upcoming and/or current year that he/she will be the owner of the home.

**Buyer Credits**

1. **Earnest Money Deposit**

The Buyer is credited for the amount of the deposit previously paid.

1. **First Loan Credit**

The Buyer is credited the amount of the new mortgage.

**CLOSING AGREEMENT -** See sample on Page

This is a combination document. It will contain the Bill of Sale, "As Is" agreement, Buy and Sell Resolution, Water Escrow, Occupancy Escrow and the Seller's Affidavit.

1. **Bill of Sale**

The Bill of Sale will list any personal property that may be included or excluded from the sale of the home. Examples are the stove, refrigerator, dishwasher, etc.

1. **Accepting Property "As Is"**

The "As Is" portion if just a brief statement that they Buyer understands that they are purchasing the property in "AS IS" condition and that the Seller give no warranty to the land and structure.

1. **Buy and Sell Resolution**

The Buy and Sell Resolution portion is an agreement that both Buyer's and Seller's agree that all contingencies that may be listed on the Purchase Agreement or any addendums have been resolved and removed.

1. **Water Escrow**

The Water Escrow portion describes the terms and conditions under which the water/sewer escrow will be held and disbursed.

1. **Occupancy Escrow**

The Occupancy Escrow portion describes the terms and conditions under which the occupancy funds will be held and disbursed.

1. **Seller's Affidavit**

The Seller's Affidavit portion will be a Seller's verification and acknowledgement that he/she has no knowledge of anyone will be or has placed a lien on said property or that any work has been done that would cause a lien to be placed on the property. Also, that all taxes, special assessments, water bills, utility bill, etcetera are paid at the time of closing.

**9**

**SAMPLE PURCHASE AGREEMENT -** See sample on Pages \_\_ and \_\_

The Purchase Agreement is a binding contract between the Buyer and the Seller. It provides a blueprint of the transaction with regard to the major terms and provisions of the state.

**The Seller and Buyer must work together to arrive at the terms of the Purchase agreement.**

**These terms often include:**

-purchase price

-type of sale (sale with new mortgage, cash sale, land contract, etc.)

-earnest money deposit

-occupancy terms

-personal property included with the sale (washer, dryer, etc.)

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*Minnesota Title Agency*

***"SAMPLE"***

SELLER STATEMENT

Prepared for Closing Date 04/20/2005

MTA File #:

Seller:

Purchaser:

Property Address:

Sam P. Sellers and Sarah Sellers, husband and wife

456 Our Court

Allen Park, MI 48101

Bob B. Buyers and Brenda Buyers, husband and wife

123 My Street

Livonia, MI 48150

456 Our Court

Allen Park, MI 48101

Debits Credits

Contract Sales Price

City property taxes 4/20/2005 thru 6/30/2005

Total Tax: $1,610.00 Days: 72 Daily Rate: $4.41096

County property taxes 4/20/2005 thru 11/30/2005

Total Tax: $965.00 Days: 225 Daily Rate: $2.64384

Earnest money held by seller

Payoff of first mortgage loan to Abn Amro Mortgage Group Inc. Occupancy Escrow 30 days @ 48.00 to Minnesota Title Agency Water Escrow to Minnesota Title Agency

Doc. Processing Service to Minnesota Title Agency Overnight Service Fee to Minnesota Title Agency Title insurance to Minnesota Title Agency City/county tax/stamps to Minnesota Title Agency State tax/stamps to Minnesota Title Agency

$150,000.00

$317.59

$594.86

$1,000.00

$115,400.00

$1,440.00

$300.00

$425.00

$15.00

$765.00

$165.00

$1,125.00

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Sub-totals | $120,585.00 | $150,912.45 |
| Balance Due To Seller |  | **$30,327.45** |

The Seller(s) hereby agree that if they were to benefit from any inaccuracy, that upon proper proof of error or errors, they shall reimburse the affected party or parties.

By: I/We hereby acknowledge receipt of this statement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Broker \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sam P. Sellers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sarah Sellers

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*Minnesota Title Agency*

***"SAMPLE"***

PURCHASER STATEMENT

Prepared for Closing Date 04/20/2005

MTA File #:

|  |  |
| --- | --- |
| Purchaser: | Bob B. Buyers and Brenda Buyers, husband and wife |
|  |
|  | 123 My Street |
|  | Livonia, MI 48150 |
| Seller: | Sam P. Sellers and Sarah Sellers, husband and wife |
|  |
|  | 456 Our Court |
|  | Allen Park, MI 48101 |
| Property Address: | 456 Our Court |
|  |
|  | Allen Park, MI 48101 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | Debits | Credits |
| Deposit or earnest money |  |  |  | $1,000.00 |
| Principal amount of new loan(s) |  |  |  |
| from Standard Federal Bank |  |  | $110,000.00 |
| Contract Sales Price |  |  | $150,000.00 |  |
| City property taxes 4/20/2005 thru 6/30/2005 |  |  |
| Total Tax: $1,610.00 | Days: 72 | Daily Rate: $4.41096 | $317.59 |  |
| County property taxes 4/20/2005 thru 11/30/2005 |  |  |
| Total Tax: $965.00 | Days: 225 | Daily Rate: $2.64384 | $594.86 |  |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Sub-totals |  |  | $150,912.45 | $111,000.00 |
| Balance Due From Purchaser |  |  | **$39,912.45** |

The Purchaser(s) hereby agree that if they were to benefit from any inaccuracy, that upon proof of error or errors, they shall reimburse the effected party or parties.

By:

I/We hereby acknowledge receipt of this statement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Broker

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bob B. Buyers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brenda Buyers

**PLEASE PROVIDE A CASHIER’S CHECK PAYABLE TO YOURSELF**.

**REMINDER: THIS STATEMENT DOES NOT INCLUDE MORTGAGE CLOSING COSTS**

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***"SAMPLE"***

CLOSING AGREEMENT

RE: **456 Our Court, Allen Park, MI 48101**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that I/we, as Seller(s), for valuable consideration, receipt of which is acknowledged, have bargained and sold, and do grant and convey to the Buyer(s) in an AS IS condition with no warranty, either expressed or implied, the following goods and chattels:

**Stove, Refrigerator, Window Treatments and Washer**

**ACCEPTING PROPERTY "AS IS"**

Buyer(s) understand and acknowledge that he/she(they) are buying the property in an "AS IS" condition and that neither the Seller nor Realtor make any warranties as to the land and structure purchased or the condition thereof.

**BUY AND SELL RESOLUTION**

It is agreed, between the Buyer(s) and Seller(s) of this property that all contingencies and addendums to the Offer to Purchase thereto, dated, have been met or are hereby resolved or removed to the satisfaction of the parties concerned.

**WATER ESCROW**

It is understood and agreed that **Minnesota Title Agency** is withholding from the Seller's proceeds that **$300.00** to be held in escrow until the final water bill is paid. The current balance is **$25.71**.

**OCCUPANCY ESCROW**

It is understood and agreed that **Minnesota Title Agency** is withholding from the Seller's proceeds **$1440.00** for occupancy charges. Payment will be made at the rate of **$48.00** per day for **30** days. Payment commencing on **4/21/2005** the date after closing, to and including **May 20, 2005** or the day the keys are turned into .

**SELLER'S AFFIDAVIT**

The undersigned Seller'(s) represent and warrant to the Buyer(s) and that I/we have no knowledge on any proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. That we have no knowledge of any delinquent taxes, special assessments, water bills, utility bills, or Homeowner's Association fees covering subject property, except as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller(s) further agrees that in the event it is determined there are unpaid fees for any of the above specified items for amount due and payable prior to and including the date of closing, and which are the responsibility and obligation of Seller(s), that Seller(s) shall pay any and all amount as so charged as their obligation and responsibility during the time they owned said property, and shall provide proof of payment of same to , MINNESOTA TITLE AGENCY and Buyer(s) of said property.

Seller(s) have not undertaken, within the past four(4) months, to have any work performed or materials furnished to the premises, which would give rise to any claim of a mechanic's lien against these premises.

The foregoing closing agreements are hereby accepted and approved.

DATE: **4/20/2005**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bob B. Buyers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brenda Buyers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sam P. Sellers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sarah Seller

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***"SAMPLE"***

**PURCHASE AGREEMENT**

|  |  |
| --- | --- |
| **1. PROPERTY** Buyer agrees to buy from seller the property located at : | 456 Our Court, \_\_\_\_\_\_\_\_\_\_ |
|  | (address) |  |

\_\_\_Allen Park\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ Wayne\_\_\_\_\_\_\_\_\_\_\_ County, Michigan \_48101\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city, township, village) (zip code)

Legally described as \_\_\_\_\_\_Lot 33, Your Subdivision, as recorded in Liber 88, Page 45 of Plats, Wayne County Records.\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Together with all buildings; gas, oil, and mineral rights owned by seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutter, window blinds and curtain/drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and \_\_Stove, Refrigerator, Window Treatments, Washer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_but does not include

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The property is purchased subject to easements, restrictions and zoning ordinances of record.

1. **SALES PRICE** The sales price is: $\_\_\_\_150,000.00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One Hundred Fifty Thousand and 00/100\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Dollars)

1. **DEPOSIT** Buyer deposits $\_1,000.00\_\_\_\_ showing good faith. Deposit to be held by (Seller/Attorney/Minnesota Title). Depositwill be applied to sales price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision (refer to paragraph 16).
2. **METHOD OF PAYMENT (Check One)**

**\_\_\_\_\_\_\_CASH** Buyer will pay the sales price by certified check upon Seller's delivery of a warranty deed conveying marketable title.

**\_\_\_X\_\_NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a \_\_\_\_Conv.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mortgage loan in

(VA, FHA, Conventional)

amount of $\_\_110,000.00\_\_\_\_\_\_\_. Buyer will apply for the loan within \_\_\_5\_\_ days after Seller's acceptance. If Buyer fails to

deliver to Seller evidence of the loan approval within \_\_\_45\_\_ days, Seller may cancel this contract and deposit will be refunded to Buyer in full. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

**\_\_\_\_\_\_\_LAND CONTRACT** Buyer will pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_down payment upon Buyer and Seller signing a Land Contract

calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or more, including

annual interest of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_percent and which DO/DO NOT include prepaid taxes and insurance. Buyer will pay the entire

balance, which may require a lump-sum payment, within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_years after closing.

**\_\_\_\_\_\_\_MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT** If the holder of the mortgage or land contract

agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_upon Seller's delivery of a warranty

deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

1. **CLOSING DATE** Buyer and Seller will close the sale within \_5\_\_\_ days after all necessary documents are ready, but in no eventlater than \_\_\_April 20, 2005\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **OCCUPANCY** Seller will give occupancy within \_30\_\_\_ days of closing. Seller will pay Buyer $\_\_\_48.00\_\_\_\_\_\_\_\_per day, fromthe day following closing to the day Seller vacates and surrenders the keys to Buyer. At closing, Minnesota Title Agency will retain from the amount due Seller $\_1,440.00\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to hold in escrow for the occupancy charge. Upon Seller vacating property and surrendering keys to buyer, Minnesota Title Agency will pay buyer the amount due and return to Seller any unused portion. Seller is liable for any damage to property after closing and before vacating.

**GENERAL CONDITIONS of sale printed on reverse side are incorporated and made a part of this agreement.**

|  |  |
| --- | --- |
| **BUYER(S) SIGNATURE(S)** | **Buyer's Address: \_\_**123 My St., Livonia, MI 48150**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |  |
| **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **E-mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **SELLER(S) SIGNATURE(S)** | **Seller's Address: \_\_**456 My Court, Allen Park, MI 48101**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |  |
| **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **E-mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES** Buyer has received Seller's acceptance of this contract. If theacceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**GENERAL CONDITIONS**

**THIS IS A LEGAL DOCUMENT, BOTH BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY**

1. **TITLE INSURANCE** Seller will provide and pay for an owner's policy of title insurance without standard exceptions fromMinnesota Title Agency insuring Buyer's marketable title in the amount of the Sales Price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within \_\_5\_\_\_\_\_ days of the date of this contract. Upon receipt of the commitment, Buyer will have \_\_10\_\_\_\_ days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated and any deposit refunded to buyer.
2. **CLOSING COSTS** Unless agreed otherwise, Seller will pay all State transfer taxes and costs required to convey marketable title.Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs.
3. **TAXES/FEES PRORATIONS** Seller will pay in full all taxes which are due and payable at time of closing. Current taxes will beprorated and adjusted as of the date of closing as though they are paid in advance on the due date. Condominium and/or association fees, interest and rents will be adjusted in a like manner.
4. **SPECIAL ASSESSMENTS** Seller will pay in full all public authority charges (including, but not limited to, special assessments,paving charges, water or sewer contracts, weed cutting and lighting charges) which are a lien as of the date of this contract. Condominium association assessments will be paid in a like manner.
5. **WATER/SEWER ESCROW** Seller will pay in full all water and/or sewer usage change through the day of possession. Atclosing, Seller will give Minnesota Title Agency a minimum of $200.00 for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.
6. **SELLER'S DISCLOSURE (Check One)**

\_X\_\_\_Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

\_\_\_\_\_\_Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993,

Buyer will have 72 hours after hand-delivery of the disclosure 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.

**13. PROPERTY INSPECTION (Check One)**

\_X\_\_This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, no later than five (5) business days after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate and any deposit refunded to Buyer.

\_\_\_\_\_Buyer does not desire to obtain an inspection of the property.

1. **CONDITION OF PROPERTY** Buyer has personally inspected the property and accepts it in its AS IS present condition (subjectto Buyer's right to have a property inspection, if any). Seller will obtain certification of occupancy from municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property broom clean upon vacating.
2. **WALK THROUGH** Buyer reserves the right to walk through the property within 24 hours prior to closing.
3. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legalremedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
4. **HEIRS AND SUCCESSORS** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeedingto their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
5. **OFFER / COUNTER OFFER** It is understood that this offer is irrevocable for five (5) days from its date, and if not accepted bythe Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by \_\_\_\_\_\_\_\_\_\_\_\_ (a.m.) (p.m.) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or the offer will be null and void and the deposit returned to Buyer.
6. **ENTIRE AGREEMENT** This contract constitutes the entire agreement between Buyer and Seller. This Contract supersedes allprior understanding and agreements, written or oral.
7. **ADDITIONAL CONDITIONS (if any)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Buyer and Seller have read the GENERAL CONDITIONS.

Buyer initials \_\_\_\_\_\_\_\_\_\_\_\_\_ Seller initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Minnesota Title Agency*

**JUST A REMINDER……**

**UTILITIES:** At the time of vacating the property after closing, we would like to remind you that utility accounts must be transferred.

We recommend that the Sellers call the gas and electric companies to request a final reading. Please specify that you **do not** want a shut-off. The Purchasers should immediately contact the gas and electric companies to have the service put in their names.

Following are the numbers you need to contact:

**DTE:**

The Number for Macomb, Oakland, St. Clair and Wayne Counties is (800) 477-4747.

**CONSUMERS ENERGY:**

Oakland County: (248) 858-2500 North

Oakland County: (248) 549-7700 South

Macomb County: (800) 477-5050

**COMCAST CABLE**:

(800) COMCAST

|  |  |
| --- | --- |
| **WATER:** | It is the Seller's responsibility to obtain a FINAL water bill or |
|  |  |  |  |  |  | current actual reading at the time of vacating or immediately after |
|  |  |  |  |  |  | closing (See Water Escrow portion of the Closing Agreement) |
| **TELEPHONE:** | SBC - Customer Service | (313) 221-4900 |
|  |  |  |  |  |  | GTE of Michigan - Customer Service | (800) 343-5244 |
| **MAIL SERVICE:** | Notify the post office and all correspondents of your change of |
|  |  |  |  |  |  | address. The post office can provide a change of address kit for |
|  |  |  |  |  |  | you. |  |  |
| **DOOR LOCKS:** | We recommend that the new owners change the locks on all |
|  |  |  |  |  |  | outside doors. |  |  |
| **DRIVER'S** |  |  |  |
| **LICENSE:** |  | You may wish to change the address on your driver's license by |
|  |  |  |  |  |  | visiting the Secretary of State's office; at the same time, don't |
|  |  |  |  |  |  | forget to obtain a new voter registration card. |
| **TAX ROLLS:** | **It is the Purchaser's responsibility to inform the municipality** |
|  |  |  |  |  |  | **of a change in Ownership in order to establish a homestead tax** |
|  |  |  |  |  |  | **basis.** You may be asked to bring in a copy of the Warranty Deed |
|  |  |  |  |  |  | to the Treasurer's office, so it's a good idea to call before you go. |

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