Select Title Company
Email: close@selecttitleagency.com

Main Office
6870 Grand River
Brighton, MI 48814
Phone: 810-220-1370

Fenton Office
3295 Silver Lake Road
Fenton, MI 48430
Phone: 810-741-4703

Ann Arbor Office
325 W Eisenhower
Ann Arbor, MI 48103
Phone: 810-360-2651

Grand Blanc Office
11817 S Saginaw St.
Grand Blanc, MI 48439
Phone: 810-360-2652

For Sale By Owner Information Sheet

Property Address_____**City**_____**Zip**_____

Lot/Unit#_____**Sub/Condo**_____**Tax #**_____

Township_____**County**_____

Seller Information:

Seller #1 Legal Name _____**Marital Status**_____**US Citizen?**_____

Seller #2 Legal Name _____**Marital Status**_____**US Citizen?**_____

Current Address_____**City**_____**Zip**_____

Contact Phone # (Cell/Home)_____

Seller's Email Address:_____

Attorney Name and Phone_____

Purchaser Information:

Purchaser #1 Legal Name _____**Marital Status**_____

Purchaser #2 Legal Name _____**Marital Status**_____

Current Address_____**City**_____**Zip**_____

Contact Phone # (Cell/Home)_____

Purchaser's Email Address:_____

Attorney Name and Phone_____

Please COMPLETE and/or CHECK all relevant information that may apply.

Purchaser's Mortgage Lender

Lender/Broker's Name_____

Contact Name:_____

Phone_____**Fax**_____

Email_____

Other Information

☐ **Sellers Divorced (Provide copy of Divorce Judgment)**

☐ **Seller Deceased (Provide copy of Death Certificate)**

☐ **Trust or Estate**

Legal Name of Trust or Estate:_____

☐ **Seller in Bankruptcy**

Bankruptcy Attorney Contact:_____

☐ **Short Sale**

Is there more than one Lien Holder? ☐ **No** ☐ **Yes**

Lender Contact Info:

Lender Name:_____

Contact:_____

Address_____

City_____**State**_____**Zip**_____

Phone :_____**Fax**_____

Email:_____

☐ **Foreclosure**

☐ **Association**

Association Name:_____

Contact:_____ **Association Dues Amount $**_____

Address:_____ **Billing Frequency of Dues:**_____

City:_____**State**_____**Zip**_____

Phone:_____**Fax**_____

Email_____

☐ **Well/Septic** ☐ **City Water** ☐ **Special Assessments**

PURCHASE AGREEMENT

PURCHASER (legal name)_____ (Marital Status) _____

PURCHASER (legal name) _____ (Marital Status)_____

PURCHASER'S Current Address _____

SELLER (legal name)_____ (Marital Status) _____

SELLER(legal name) _____ (Marital Status)_____

SELLER'S Current Address _____

1. THE UNDERSIGNED hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following

property in the ☐ City ☐ Village ☐ Township of _____ , County of _____ ☐ Livingston

☐ _____, Michigan described as follows: ☐ See attached legal ☐ Lot# _____ or ☐ Unit # _____

of _____

also known as:_____. Tax I.D. # _____ together with all fixtures and appurtenances in or on the premises (unless specifically exempted herein), including if any, lighting fixtures, shades, blinds, drapery & curtain hardware, attached mirrors, screens, storm doors and windows, garage door openers (including transmitter(s)), water softener (rental units excepted), built in appliances, heating unit (including wood stove and fireplace gas logs), attached fireplace screens and doors, attached humidifier, all TV antennae (including rotor equipment and satellite dishes and controls), landscaping, wall to wall carpet, mailboxes as well as the following personal property for which a bill of sale shall be given, including:

_____

_____

_____

Exclusions:

_____

_____

_____

and to pay therefore, the sum of _____ DOLLARS ($).

☐ ☐ Buyer Initials

☐ ☐ Seller Initials

2. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED:

a) ☐ CASH SALE Delivery of the statutory Warranty Deed conveying a marketable title. Payment of purchase money to be made by cashier's check or money order.

b) ☐ CASH SALE WITH NEW MORTGAGE Delivery of the statutory Warranty Deed conveying a marketable title. This agreement is contingent upon the Purchaser being able to secure a ☐ Conv ☐ FHA ☐ VA ☐ OTHER mortgage in the amount of $_____ for a term of _____ years and pay $ _____ down, plus mortgage costs, prepaid items, and adjustments in cash. Purchaser further agrees to apply for such mortgage within _____ calendar days from acceptance of this offer at his own expense and shall comply with all requirements of said lending institution in a timely manner. If a commitment from the lending institution cannot be obtained at no fault of the Purchaser within _____ calendar days from the date of acceptance, this offer can be declared void by the Seller and deposit shall be returned to Purchaser. Receipt of a non-contingent commitment from lending institution within time limit will eliminate this contingency.

c) ☐ SALE TO EXISTING MORTGAGE - SIMPLE ASSUMPTION (See Attached Addendum).

d) ☐ SALE TO EXISTING MORTGAGE - REQUALIFICATION REQUIRED (See Attached Addendum).

e) ☐ SALE ON LAND CONTRACT, PURCHASE MONEY MORTGAGE OR ASSUMPTION OF EXISTING LAND CONTRACT (Land Contract Addendum attached)

f) ☐ CASH SALE WITH NEW BRIDGE/EQUITY LOAN

g) ☐ OTHER (See Additional Conditions on page 5 section 15)

3.. **EARNEST MONEY** _____Dollars as indicated ☐ CASH ☐ Check # _____ or ☐ Promissory Note/Other _____ ,
to be held by the SELLER OR SELECT TITLE COMPANY under the rules promulgated under the Michigan Real Estate License Law and the terms herein set forth.

If the sale is not consummated, any release of the BUYER'S deposit will require a Mutual Release of the Buy & Sell signed by all parties.

4. POSSESSION

☐ At close _____ or

☐ To be given on or before _____ days after closing subject to the rights of tenants, if any. From the day after closing through the day of vacating the property as agreed, Seller shall pay $ _____ per day. The Title Company shall retain from the amount due Seller at closing the amount equal to _____ days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered to ☐)seller OR ☐)title company
. The parties acknowledge that the "Company" has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If occupancy money is to be released in 30 day increments, all parties initial here _____ .

☐ ☐ Buyer Initials

☐ ☐ Seller Initials

5. ADDITIONAL CONDITIONS (Mark if Applicable)

a) ☐ Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.

b) ☐ Title Company shall retain a minimum of $300.00 from the Seller at closing for water/sewer charges to date of occupancy. When the final bill is paid, any unused portion shall be returned to Seller.

c) ☐ Rents ☐ Interest ☐ Association Dues ☐ Condominium Fees ☐ Other _____ shall be prorated and adjusted to date of closing.

d) ☐ The closing of this sale shall take place as provided in the general conditions after removal of all financing contingencies, but in no event later than _____ .

e) ☐ FHA or VA financing addendum required (Buyer to request from Lender) .

f) ☐ Seller's Disclosure form received prior to execution of this Purchase Agreement.

g) ☐ Attorney package required.

h) ☐ Propane or Fuel in tank(s) ☐ is included in sale price ☐ is not included in sale price and fuel shall be prorated at time of closing.

i) ☐ This offer is void if not accepted by _____ .

j) ☐ This Offer is contingent on the closing of the sale of Purchaser(s)' home

k) ☐ Splits – Seller shall convey at closing all divisions available under Section 1089 of the Land Division Act, Act No. 288 of Public Acts of 1967.

l) ☐ This offer is contingent upon the house appraising for the purchase price. In the event the house does not appraise for the purchase price, purchaser may at his option declare the purchase agreement null and void.

m) ☐ SHORT SALE Approval Required
n) ☐ Other Addendum(s) attached.

6. PROPERTY INSPECTION(s) Purchaser shall have the option for _____ calendar days after acceptance of this agreement to have the property inspected and tested by licensed inspector(s) of the Purchaser's choice and at the Purchaser's expense. The inspection(s) and test(s) may include, but are not limited to, building structure, mechanical systems, environmental items, water, septic and pest. If not satisfied with the condition of the property the Purchaser shall notify the Seller in writing with a copy of the inspection report(s) specifying any defective or unsatisfactory condition(s) no later than _____ calendar days after each test result is received or inspection is completed. If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Purchaser shall accept the property "as is". In the event of a timely and valid notice of substantial defect (substantial defect shall be any defect with a value of more than $500.00) or unsatisfactory test result, the Purchaser shall have the option to request Seller to correct the defect up to applicable building code or health and environmental standards, or terminate this agreement with full refund of the Earnest Money Deposit to the Purchaser. In the event Purchaser requests a correction of the defect, Seller has option to correct the defect as outlined above or return Purchaser's Earnest Money Deposit in full termination of this agreement.

☐ ☐ Buyer Initials
☐ ☐ Seller Initials

7. LEAD BASED PAINT DISCLOSURE Purchaser acknowledges that prior to signing this Purchase Agreement, Purchaser has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller, terms of which are incorporated herein by reference. Check one of the following:

☐ Purchaser shall have _____ day(s) opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Purchaser is not satisfied with the results of this inspection, upon notice from Purchaser to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Purchaser.

☐ Purchaser hereby waives his opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

8. DEFAULT Purchaser agrees to close within 10 days after all contingencies are removed and title commitment has been issued, unless otherwise agreed in writing by all parties hereto. Failure to close within 10 days after removal of all contingencies, unless otherwise agreed in writing by all parties, shall be deemed an event of default. In the event of default by Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof, or demand and be entitled to an immediate refund of Purchaser's entire deposit as liquidated damages. In the event of default by the Purchaser hereunder the Seller may at his option elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

9. TITLE INSURANCE As evidence of title, Seller agrees to furnish to Purchaser as soon as possible a title insurance commitment ☐ with ☐ without standard exceptions ☐ "Extended Coverage Policy" or other similar title insurance product from a title company of Seller's choice in an amount not less than the purchase price, bearing a date later than the acceptance hereof. Purchaser shall provide a mortgage report survey for issuance of the owner's policy without exception or the "Extended Coverage Policy" policy. If a staked survey is required, ☐ Seller Pays ☐ Purchaser Pays. Purchaser agrees to close with and have a loan policy issued by Select Title Company. If written objection to the title is made to Seller, based upon a written opinion of the Purchaser's 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) Purchaser may elect to proceed with the sale accepting such title as Seller is able to convey, or (3) refund earnest money deposit in full termination of this agreement if unable to remedy the title. After delivery of the reissued title insurance commitment, the Purchaser agrees to complete the sale in accordance with the terms of this agreement. Purchaser to pay a closing fee, to the title company at closing, in the event the title insurance company prepares mortgage closing documents and/or closes the sale.

10. PRORATED ITEMS All taxes and assessments which have become a lien upon the land as of the date of this Agreement and are now due and payable, whether recorded or not recorded, shall be paid by the Seller. All assessments which have become a lien upon the land as of the date of this Agreement and are now due and payable, whether recorded or not recorded, ☐ shall be paid by Seller(s) ☐ shall be assumed by the Purchaser(s). At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Unless otherwise agreed, interest, rents, insurance, condominium or association dues, fees and other items to be prorated shall be prorated and adjusted in a like manner. Seller agrees to pay for any prorated fees where applicable to the date vacating. Any deficiency in the amount withheld shall be paid by the Seller.

11. CONDITION Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, well, septic, plumbing, electrical system and other equipment in normal working order, to keep the roof watertight and maintain the grounds. Seller further agrees to keep all utility services operating until the date of closing. In the event the property herein has been winterized, it shall be the obligation and expense of the Seller to dewinterize the property prior to closing. The Purchaser has a right to a walk-through inspection of the premises within 72 hours prior to closing. This walk-through will provide Purchaser with an opportunity to confirm that this paragraph has been complied with and shall not be deemed an opportunity to renegotiate the terms and conditions of this agreement.

12. Parties Bound The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

13. Closing Costs Unless otherwise provided in this agreement, it is agreed that seller shall pay a closing/document preparation fee to Select Title Company and all State and county transfer taxes and costs required to convey clear title. Unless otherwise provided in this agreement, Purchaser shall pay the cost of recording the deed and/or security interest and all mortgage closing costs required by mortgagee.

14. <u>Fax and Emails</u> The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax and/or email and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statue of Frauds or non-enforceability or invalidity of the contract because of fax copies and/or emails being used, and both parties specifically waive and relinquish any such defense.

15. Additional Conditions.

_____

_____

_____

_____

_____

TIME IS OF THE ESSENCE

THIS IS A LEGALLY BINDING CONTRACT AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE AN ATTORNEY REVIEW THE TRANSACTION ON THEIR BEHALF. PURCHASER HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN ADVISED TO HAVE A CONTRACTOR(S) INSPECTION IF THERE ARE ANY QUESTIONS RELATING TO THE CONDITION OF THE PROPERTY.

☐ ☐ Buyer Initials

☐ ☐ Seller Initials

WITNESS

X_____

Date _____

PURCHASER

X _____
Legal Signature

_____
Print Name

X _____
Legal Signature

_____
Print Name

WITNESS

X_____

Date _____

SELLER

X _____
Legal Signature

_____
Print Name

X _____
Legal Signature

_____
Print Name

Home Address _____

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES THIS RECEIPT OF THE SELLER'S SIGNED ACCEPTANCE OF THE FOREGOING PURCHASE AGREEMENT.

DATED _____

X _____
PURCHASER Legal Signature

X _____
PURCHASER Legal Signature

LAND CONTRACT ADDENDUM (if applicable)

This addendum is attached to and made part of a certain Purchase Agreement dated _____ between _____ as Purchaser and _____ as Seller and covering the property located at _____.

The Purchaser and Seller mutually agree that any marked clauses below are considered incorporated into and become part of the above referenced Purchase Agreement and succeeding Land Contract. "Days" used herein, as well as in the referenced Purchase Agreement shall mean all days in the week, Monday through Sunday, inclusive.

CHECK THE APPLICABE CLAUSES

☐ **SALE ON LAND CONTRACT**
Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract upon standard Land Contract form acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each of which includes interest at the rate of _____ % per annum.

☐ **SALE ON PURCHASE MONEY MORTGAGE**
Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Mortgage and Note upon standard mortgage and note form acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each of which includes interest at the rate of _____ % per annum.

REAL ESTATE TAXES

☐ Purchaser agrees to pay to the taxing authority all taxes and special assessments when due and submit proof of payment thereof to Seller.

OR

☐ Purchaser agrees to pay an additional monthly amount of $_____ which is an estimate of 1/12 of the annual cost of taxes and special assessments. Seller shall pay said taxes and assessments when due and submit proof of payment thereof to Purchaser. Seller to assume responsibility for any late fees and for penalties. This additional monthly amount may be adjusted periodically to approximate the total sum required annually for taxes and assessments.

OR

☐ Seller agrees to pay all taxes and special assessments when due and will add same to the Land Contract/Mortgage balance on the due date. (Be certain that monthly payments will cover interest, principle and taxes)

INSURANCE

☐ Purchaser will pay Fire and Extended Coverage Insurance and evidence of payment shall be provided to Seller.

FIRST PAYMENT DUE AND TAX PRORATION

☐ Purchaser's first monthly payment is due 30 days from the date of closing. Taxes will be prorated to the closing date.

OR

☐ If payments are to be due on the first of the month, Purchaser will pay interest at closing for the period from the closing date to the first of the following month and the first payment will be due 30 days later. Taxes will be prorated to the closing date.

OTHER

☐ 1. Purchaser shall submit to Seller, within fourteen (14) days of Seller's conditional acceptance of this purchase agreement, a written current credit report, purchaser's financial statement, and employment letter(s). Within two (2) days of receipt of said information, Seller shall declare his acceptance thereof and proceed with the sale, or reject it and terminate the purchase agreement.

☐ 2. In the event monthly payments are not received within fifteen (15) days from the due date, a late fee of $_____ per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election of remedies under the contract and Seller may pursue other remedies

available in law or equity. **(NOTE – this paragraph, when applicable, is to be copied verbatim in the additional conditions of the land contract document).**

☐ 3. Seller agrees to execute a Warranty Deed at closing to be placed in Escrow with the insuring title agency. Purchaser agrees to pay an Escrow fee.

☐ 4. Purchaser shall not transfer the property without the written approval by Seller of the credit worthiness of any new Purchaser or Assignee. Approval shall not be unreasonably withheld.

☐ 5. Seller shall provide within ten (10) days from acceptance, approval of transfer of interest in subject realty from mortgagee and/or land contract vendor and without changes in the terms and conditions recited in such previously prescribed to instruments.

☐ 6. Purchaser and Seller understand that the regular monthly payments called for by the terms of the Land Contract will not pay the Land Contract balance owing in full by the end of the term of the contract. There will be a substantial lump sum payment due from Purchaser to Seller to pay off the Land Contract balance**. (NOTE – this paragraph, when applicable, is to be copied verbatim in the additional conditions of the land contract document).**

(MANDATORY)

7. Purchaser understands that Seller is under no obligation to extend this contract beyond the agreed upon termination date or to refinance the principle balance beyond said termination date and acceptance of payments beyond the termination date does not constitute an election of remedies.

8. Neither Salesperson, Brokers, nor Sellers have represented to Purchaser that at the time required to pay off this obligation, there will be satisfactory mortgage financing available or that such financing will be at rates currently available or lower.

9. Purchaser and Seller hereby acknowledge that the current mortgage(s) recorded against the subject property may contain clauses relating to "due on sale". Seller is advised to notify and seek Lenders consent and approval to sell the property on Land Contract terms. Seller and Purchaser hereby hold harmless and release Brokers, Salespersons, and Title Company from any liability to the contract or the performance thereof and are fully aware of the legal responsibility pertaining to the sale of subject property and have sought legal counsel for any consequences that may arise from the "due on sale" clause.

10. ALL PARTIES ARE ADVISED TO SEEK COUNSEL OF AN ATTORNEY AND AN ACCOUNTANT TO PROTECT THEIR INTEREST IN THIS TRANSACTION. BROKERS AND SALESPERSONS ARE NEITHER TRAINED NOR EMPLOYED TO PROVIDE LEGAL AND FINANCIAL COUNSEL AND THE PARTIES HERETO ACKNOWLEDGE THAT THEY **HAVE NOT** RELIED ON ANY SUCH ADVICE, IF GIVEN.

The parties have reviewed and understand each of the applicable paragraphs.

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

AUTHORIZATION TO RELEASE INFORMATION

Property Address: _____

Lender: _____

☐ 1st Mortgage Loan #_____ Phone _____

☐ 2nd Mortgage or
(☐) Equity Line Loan # _____ Phone _____

_____ _____
Seller Signature: Seller Signature:

Last 4 digits Social Security #_____ Last 4 digits Social Security #_____

This property has been sold and at closing the ☐ mortgage you hold will be:
☐ land contract collected by you will be:

☐ PAID IN FULL – please provide payoff figures with daily rate

☐ Letter as to balance and current status ONLY is required

Please calculate interest thru _____/_____/_____ and provide per diem.

Please release the information requested above as soon as possible by Email or Fax to:

Select Title Company
Phone: 810-220-1370
Fax: 810-220-2094
Email: close@selecttitleagency.com

NOTE TO LENDER:
IF THIS LOAN IS A FUTURE ADVANCE, PLEASE SEND YOUR FORM FOR CLOSING AND DISCHARGING MORTGAGE UPON RECEIPT OF PAYOFF FUNDS.

Seller's Disclosure Statement

Property Address _____ MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, 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 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 NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

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

	Yes	No	Unknown	Not Available
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 compacter				
Ceiling fan				
Sauna/hot tub				

	Yes	No	Unknown	Not Available
Washer				
Dryer				
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				
Wall furnace				
Humidifier				
Electronic air filter				
Solar heating system				
Fireplace & chimney				
Wood burning system				

Explanation (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 and additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes_____no _____
   If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
   Urea formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes_____no _____
3. **Roof:** Leaks? yes_____no _____
   Approximate age if known: _____
4. **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: _____
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.) _____

Seller's Disclosure Statement

Property Address: _____ MICHIGAN
Street City, Village or Township

10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property. unknown_____ yes_____ no_____
    If yes, please explain: _____
11. Flood Insurance: Do you have flood insurance on the property? unknown_____ yes_____ no_____
12. Mineral Rights: Do you own the mineral rights? unknown_____ yes_____ no_____

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

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown_____ yes_____ no_____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown_____ yes_____ no_____
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown_____ yes_____ no_____
4. Structural modifications, 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 right to convey the property? unknown_____ yes_____ no_____

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

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____(date).
The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance 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 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. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS 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, PRINCIPAL RESIDENCE 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®. 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® is not responsible for use or misuse of the form for misrepresentation for 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 paint hazards in the housing.

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

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

_____

(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 Acknowledgment (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	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date