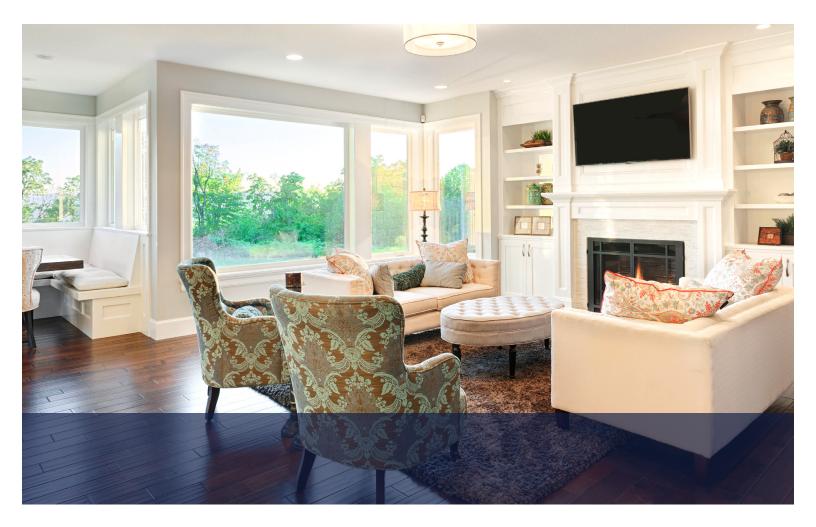
FOR SALE BY OWNER

- INFORMATION AND FORMS GUIDE -





A division of Fidelity National Title Company, LLC

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 pain 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 possibly 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).

(il) ______ 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)

(e) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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 that they provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date
Seller			Buyer



OFFER TO PURCHASE REAL ESTATE

1. The undersigned hereby offers and agrees to purchase the following land situated in the City/Township/ Village of _______, County, ________ described as follows:

Commonly known as _____ together with all improvements and appurtenances, including all lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm doors, screens, awnings, TV antenna, _____

if any, now on the premises and to pay therefore the sum of _____

dollars subject to the existing building and use restrictions, easements and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMATED BY: (Fill in one of the five following paragraphs, and strike out the remainder)

A. CASH SALE. Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be wired.

B. CASH SALE WITH NEW MORTGAGE. Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be made in certified check. Purchaser agrees that he will apply for a ______ mortgage in the amount of \$______ within ______ days and pay \$______ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution and, if applicable, final inspection of the property approved by the Veterans Administration or F.H.A. Failure to obtain mortgage approval within ______ days shall cause this agreement to be null and void at the option of either party and all deposits will be returned.

C. SALE TO EXISTING MORTGAGE. Delivery of the usual warranty deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by

sum of approximately _		_ dollars with interest at percent, which mortgage requires payments of
	dollars on the	day of each month, which payments (DO) (DO NOT)

include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.

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

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2. EVIDENCE OF TITLE. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance issued by Fidelity National Title Insurance Company in an amount not less than the purchase price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser, or in lieu thereof, a complete Abstract of Title and Tax History prepared by the same Company certified to a date later than the acceptance hereof.

3. TIME OF CLOSING. Time is of the essence for this agreement. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within ______ days after delivery of the commitment of title insurance or abstract; however, if the sale is to be consummated in accordance with Paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.

4. PURCHASER'S DEFAULT. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare forfeiture hereunder and retain the deposit as liquidated damages in fulfillment of any claims for damage.

5. SELLER'S DEFAULT. In the event of default by the Seller hereunder, the Purchaser, may, at his option, elect to enforce the terms hereof or demand, and be entitled to an immediate refund of his entire deposit in full termination of this agreement.

6. TITLE OBJECTIONS. If objection to the title is made in the Commitment for Title Insurance or based upon a written opinion of Purchaser's attorney after examination of the Abstract 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 fulfill the requirements in said commitment or to remedy the title defects set forth in said attorney's opinion or (2) to refund the deposit in full termination of this agreement if unable to furnish satisfactory title. If the Seller is able to comply with such requirements or remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within 10 days of receipt thereof or upon the closing date set by the lending institution. If the Seller is unable to furnish satisfactory title within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

7. POSSESSION. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: If the Seller occupies the property, it shall be vacated on or before _______. From the date of closing to the date of vacating property as agreed, Seller shall pay the sum of \$_______ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Purchaser.

8. TAXES AND PRORATED ITEMS. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with due date basis of the municipality or taxing unit in which the property is located. Interest and rents shall be prorated and adjusted as of the date of closing. Parks Title shall retain from the amount due Seller at closing a minimum of \$300.00 for water charges. Seller shall obtain a final (an actual inside water read by the city/ township/ village) water bill upon vacating; all water adjustments shall be made as of that date.

9. INSPECTION. For 15 days after the effective date of this agreement, Purchaser shall have the right to inspect the premises at reasonable times and without interfering with Seller's ongoing business on the property. The inspection shall be conducted at Purchaser's sole expense, and any entry and inspection shall be made at the sole risk of Purchaser. If Purchaser is not satisfied with the results of the inspection, Purchaser may give written notice to Seller of its dissatisfaction within the 15-day period and elect to terminate this agreement.



Applicable to F.H.A. sales only

10. It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$______ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. It is further understood between the Purchaser and Seller that the additional personal property listed herein has a value of \$______.

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. By execution of this instrument the Purchaser acknowledges that he has examined the abovedescribed premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. The closing of this sale shall take place at the office of ______.

If, however, a new mortgage is being applied for, Purchaser will execute it at such place as may be designated by the mortgagee.

12. ADDITIONAL CONDITIONS:

In the presence of:	
Date:	Purchaser(s)
Witness:	
Phone:	Address:
received from the above named Pur	ER: ted and the Seller agrees to sell said premises upon the term stated. The Seller has rchaser the earnest money deposit in the amount of \$ in money deposit will be applied on the purchase price if the sale is consummated.
Date:	Seller(s)
Witness:	
Phone:	Address:
PURCHASER'S ACCEPTANCE OF A	
	s the receipt of the Seller's signed acceptance of the foregoing offer to purchase.
Date: Seller(s):	Purchaser(s)
Witness:	Witness Phone:



SELLER'S DISCLOSURE STATEMENT

Property Address:

Street Address

City, Village, or Township

Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or 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 A 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 below are included in the sale of the property only if the purchase agreement so provides):

	Yes	No	Unknown	NA		Yes	No	Unknown	NA
Range/Oven					Lawn Sprinkler System				
Dishwasher					Water Heater				
Refrigerator					Plumbing System				
Water Softener/Conditioner					Hood/Fan				
Disposal					Well and Pump				
TV Antenna, TV Rotor and Controls					Septic Tank and Drain Field				
Electrical System					Sump Pump				
Garage Door Opener and Remote					City Water System				
Alarm System					City Sewer System				
Intercom					Central Air Conditioning				
Central Vacuum					Central Heating System				
Attic Fan					Wall Furnace				
Pool Heater, Wall Liner, and Equipment					Humidifier				
Microwave					Electronic Air Filter				
Trash Compactor					Solar Heating System				
Ceiling Fan					Fireplace and Chimney				
Sauna/Hot Tub					Wood Burning System				
Washer					Dryer				

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/crawl space: 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.)

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 the property. unknown ____ yes ____ no ____ If yes, please explain:

11. Flood insurance: Do you have flood insurance on the property? unknown ____ yes ___ no ____ **12. Mineral rights:** Do you own the mineral rights? unknown ____ yes ____ no ____

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

1. Features of the property shared in common with 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.

BUYERS ARE 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 THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS 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:					

Revised Version - Effective April 1, 2006



Transaction Form

PROPERTY INFO

Property Address				
City				Zip
Property Type	Residential	Condo	Vacant Land	Commercial
Homerowners Assoc.	Yes	No C	Contact Number (HOA	A)
		Any section	on marked with an * are	required
LIST	TING AGEN	r		SELLING AGENT
Name			Name	
Office			Office	
Address			Addres	s
Phone			Phone	
Email			Email	
SELLER	S INFORMA	TION		BUYERS INFORMATION
Seller #1*			Seller #	<i>t</i> 1*
Address*			Addres	s*
Phone *			Phone	*
Email*			Email*	
Seller #2*			Seller #	‡2*
Address*			Addres	S*
Phone*			Phone*	
Email*			Email*	
		۸	DDITIONAL INF	0
				✓

Sales Price			Loan Amount	Lender	Lender			
Listing Agent Comm	ission _		RE Fee	Lender Email				
Selling Agent Comm	ission _		RE Fee	Lender Phone				
Home Warranty	Yes	No	Home Warranty Co		_ Paid By	S	В	

This order form is not be constucted as a purchase agreement and is only vailid for title orders through Parks Title

____ Seller