



31800 Northwestern Hwy.  
Ste. 130  
Farmington Hills, Mi 48334  
248-702-0901

## Primary Title Agency, LLC.

Congratulations! You have chosen to sell your home, By Owner. It is our hope that your transaction will be as smooth as possible. To help you with this endeavor, **we are providing you with this booklet that contains all the necessary papers you will need to get your sale process started. Follow the check list we have enclosed to guide your way to a successful offer on your home.**

The staff at Primary Title Agency has the knowledge and experience that can produce a stress free sale process. Our goal is to empower you and your buyer with the information and tools you need to feel comfortable with the process which will result in a smooth, hassle free closing.

Here are some highlights of the services Primary Title provides to the “For Sale By Owner”

- We will examine the county records for the property to determine title, mortgages and taxes or assessment and issue a commitment for title insurance;
- We will expedite the commitment and assist with information the purchaser’s mortgage company may need for a fast approval
- We can assist in ordering up-to-date mortgage payoffs, tax statements, and association liens if any
- We will check in with the Purchaser’s Mortgage Company from time to time to determine how the mortgage approval is progressing
- We will coordinate the closing at a convenient time and place for all parties.
- We will assist in preparing documents of the sale of the home that are needed
- After closing we will disburse all funds to pay off items in accordance with the terms of the closing
- We will issue a title insurance policy to the buyer

Knowledge is the power you need to sell and stay in charge of the sale process of your home. Start today by reviewing the information contained in this booklet. Any questions you may have can be answered immediately by calling us, or by visiting our website at [www.primarytitle.net](http://www.primarytitle.net).

# Check List for a Successful Offer

Attached you will find the documents that you will need when you get an offer. Simply fill them out and return this packet to Primary Title. Stop by anytime, and we will make complete copies for you and your buyer. If you need a place to meet with your buyers to get these papers signed, just call us and set an appointment to use our meeting rooms.



## **Purchase Agreements**

The Purchase Agreement is a legal and binding contract between the Seller and the Buyer. Typically, the purchaser presents and Offer to Purchase to the seller. However the seller may need to provide the purchaser with this form. Every part of the agreement made between yourself and your buyer needs to be put into this contract. Be sure to fill in every blank, along with anything out of the ordinary in the additional conditions section. Primary Title will strictly adhere to the conditions in this purchase agreement when closing this transaction.



## **Earnest Money Deposit Escrow Agreement**

An Earnest Money Deposit is not required; however, it is normal business practice in our area. An Earnest Money Deposit from the Buyer to the Seller shows the buyer's seriousness about honoring the Purchase Agreement contract after it is signed. It also may make you more comfortable accepting the offer and taking your home off the market. In this area an Earnest Money Deposit of 3% to 6% of the purchase price is normal.



## **Property Inspection Addendum**

If the purchaser requires an inspection of the home this addendum to the purchase agreement should be used.



## **Purchase Agreement Addendum**

If at any time during this process, you and your buyer reach a new agreement or change and agreement already in the purchase Agreement, use this Addendum to make the changes. Send in a copy to Primary.



## **Seller's Disclosure**

By law the Seller must provide this Disclosure to the Buyer prior to the finalization of the Purchase Agreement. This document will list the existence and conditions of items in and on the property to the best of the Seller's knowledge.



## **Lead Paint Disclosure**

The Seller is required by Federal law to provide this Disclosure to the Buyer prior to the finalization of the Purchase Agreement.



## **Pay Off Authorization**

Primary Title will be glad to obtain a payoff statement on your mortgage for you. Just fill out this authorization completely, and return it with the rest of the package. A payoff statement from your mortgage company will be necessary for the completion of your closing statement.



## **Association Letter Authorization**

If your property is a condominium, or your property is part of a homeowners association, it will be necessary to obtain a letter from the association which provides the specifics of the dues and/or assessments, if any. Primary Title will be glad to obtain this document for you. Just fill out this authorization completely, and return it with the rest of the package.



## **Order Form**

From the start, we want to assist you with any information you may need. Our success will depend on the information you provide on this form. Please fill it out as completely as possible.



## **Owners Policy for Credit.**

By turning in the policy you received at the purchase of this home, we will be able to provide a credit on the premium charged for your buyer's policy.

**We hope the enclosed information is helpful to you. Please contact us for further clarification regarding the sale process. When you have accepted an offer and these documents have been signed, simply turn in copies of all of them with an original purchase agreement and we will get started with our process in getting your home sold. We hope to hear from you soon. We wish you good luck and look forward to hearing from you in the near future!**

**Please know that Primary Title does not have attorneys on staff. As with any legal transaction or execution of any legal document, obtaining legal advice before signing is suggested.**



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## Purchase Agreement

PURCHASER(S): \_\_\_\_\_  
Print full names

SELLER(S): \_\_\_\_\_  
Print full names

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the

**City/Township/Village of** \_\_\_\_\_, **County of** \_\_\_\_\_ County, Michigan,

**Legal Description:** \_\_\_\_\_

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

2. **Price:** Buyer offers to buy the property for the sum of \$ \_\_\_\_\_ subject to all existing building and use restrictions, easements, right of way(s), and zoning ordinances affecting use of property, if any. Purchase Price includes all improvements and appurtenances, including all lighting fixtures, attached water purification system, all window treatments, shades & hardware, wall to wall and/or attached carpeting, fireplace screen(s), glass doors(s), gas logs, insert(s) & grate(s), ventilating fixtures, Venetian blinds, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, garage door opener(s), including any transmitter(s); water softener (unless rented), built-in kitchen equipment, attached mirrors, all ceiling fans, all attached shelving and attached work benches, attached humidifiers, stationary laundry tubs, water pressure tank, TV Antenna, security systems (unless rented), mailboxes, attached outdoor grill(s); detached buildings, all landscaping, fence(s), fuel in tanks(s), if any, gas conversion unit and permit, plus any and all items and fixtures permanently affixed to the property and also including the following items:

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

### THE SALE TO BE CONSUMMATED BY: (CHOOSE PARAGRAPH A, B, C OR D)

A. [  ] **CASH SALE.** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check

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 cash or certified check. This agreement is contingent upon the Purchaser(s) being able to secure a \_\_\_\_\_ mortgage in the amount of \$ \_\_\_\_\_ for a term of \_\_\_\_\_ years and pay \$ \_\_\_\_\_ down plus mortgage cost prepaid items and adjustments in cash. Purchaser agrees to apply for such mortgage within \_\_\_\_\_ days from acceptance of this offer at his own expense and to execute the mortgage as soon as the mortgage application is approved upon the date obtained from the lending institution. If a commitment for such mortgage cannot be obtained within \_\_\_\_\_ days from date of acceptance, at the Seller's option, this offer can be declared null and void and deposit shall 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 \_\_\_\_\_ upon which there is unpaid the sum of approximately \$ \_\_\_\_\_ Dollars with interest at \_\_\_\_\_ per cent which mortgage requires payments of \$ \_\_\_\_\_ Dollars on the \_\_\_\_\_ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment of 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.

D. [  ] **SALE OF LAND CONTRACT.** Payment of the sum of \$ \_\_\_\_\_ Dollars, in cash or certified check and the execution of a Land Contract upon Fidelity National Title Company 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 which include interest payments at the rate of \_\_\_\_\_ % per annum, and which DO, DO NOT include prepaid taxes and insurance. If the Seller's title to said land is evidenced by an existing Land Contract with unperformed terms and conditions substantially as above 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 sentence. 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 proper assignment of same.

**3. Possession:** The Seller shall deliver and the Purchaser shall accept possession of said property, subject to the rights of the tenants: If the seller occupies the property it shall be vacated on or before \_\_\_\_\_ days after closing. From the day after closing through the day of vacating the property as agreed, SELLER SHALL PAY the sum of \_\_\_\_\_ per day. PRIMARY TITLE SHALL RETAIN from the amount due Seller at closing the sum of \$ \_\_\_\_\_ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker, Escrow Agency, or Purchaser. Escrow Agent has no obligation implied or otherwise to assure that the premises are vacated or for the condition of the property, and is only acting as an escrow agent.

**4. [ ] Deposit.** A deposit of \$ \_\_\_\_\_ is hereby acknowledged by Seller and Purchaser to be held by: \_\_\_\_\_ To be applied towards the sales price at closing.

**5. APPLICATION TO V.A. OR F.H.A. SALES ONLY:** 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 Veterans Administration or 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 Veterans Administration or Federal Housing Commissioner. It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_

#### GENERAL CONDITIONS

**6. Title Evidence and Survey:** Seller agrees to furnish Purchaser a Commitment of Title Insurance issued by Primary Title Agency, LLC., prior to closing, and after closing, a Policy of Title Insurance without standard exceptions with extended protection added in the amount of the purchase price, bearing a date later than acceptance hereof and guaranteeing title in the condition required for performance of this Agreement. The title commitment shall be marked up at closing through the date of closing. Purchaser agrees to obtain and pay for a survey by a register land surveyor. If Purchaser does not obtain a survey, the Policy of Title Insurance will be issued with standard exceptions.

**7. Title Objection:** After the title insurance commitment is delivered to Purchaser, any objections, based upon a written opinion of Purchaser's attorney, that title is not in the condition required for performance hereunder, shall be made in writing and delivered to Seller within three days of Purchaser's receipt of Commitment of Title Insurance. Purchaser is responsible for obtaining a copy of said title insurance commitment. Seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, to either (1) remedy the title, (2) obtain title insurance as required above or (3) refund earnest money deposit in full termination of this Agreement. If seller remedies title or obtains such title insurance within the time specified, Purchaser agrees to complete the sale within ten calendar days of written notification thereof. If seller is unable to remedy title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

**8. Default.** Willful failure to perform by Seller or Purchaser shall be an event of default under the Agreement. 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 upon execution of mutual release signed by the parties. In the event of Default by Purchaser hereunder, Seller may declare forfeiture and be entitled to the deposit as liquidated damages as his sole remedy.

**9. Closing Fees:** Unless otherwise provided in this agreement, it is agreed that Seller shall pay all State and county transfer taxes, costs required to convey clear title and any customary processing fee charged by the title insurance company which supervises the closing. Unless otherwise provided in this agreement Purchaser shall pay the cost of recording the deed and/or security interest, all mortgage closing costs required by mortgagee and any customary closing fee charged by the title insurance company which supervises the closing.

**10. Property Taxes, Assessments, Water:** All taxes that have or will become due and payable on or before the date of closing, and special assessments that have become a lien upon the land, whether recorded or not recorded, at the date of closing, shall be paid by Seller. Any assessments, recorded or not recorded which have been confirmed by the proper authority prior to closing shall be paid by the Seller at closing. Current taxes, if any, shall be prorated and adjusted between Seller and Purchaser as of the closing date on a due date basis, without regard to lien date, as if paid in advance (e.g. taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 will be treated as if paid for the period December 1 through the following November 30) Seller hereby agrees to pay for all sewer and water usage to date of possession. A minimum of \$200.00 may be held from Seller at closing for water charges. It is the obligation of Seller to furnish final water meter reading to Primary Title Agency, LLC., who shall pay said billing to the proper authority and return the unused portion to seller.

**11. Other Prorated Items:** Interest, rents, association fees, heating fuel, if any shall be prorated to the date of closing using the actual number of months of the closing.

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

**13. Warranty Plans:** Purchase and Seller are hereby notified of the benefits of having the property covered by a home warranty plan and are aware that the plan may be purchased by either of the parties. Seller / Purchaser (circle one) agree to purchase, at their expense, a home warranty plan not to exceed \$ \_\_\_\_\_ of their choice.

**14. The covenants** herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

**15. The closing** of this sale shall take place on or about \_\_\_\_\_ but no later than \_\_\_\_\_ unless mutually agreed in writing. The closing of this sale shall take place at Primary Title Agency, LLC unless specified by the Seller and Purchaser.

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

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

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

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

**20. Professional Advice:** Both Purchaser and Seller are aware to seek legal, tax, environmental and other appropriate advice relating to this transaction from a professional. Purchaser and Seller are further aware that an attorney be retained to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Seller and Buyer hereby acknowledge that they are not relying on any representations or statement made by each other, any other individual or any employee of Primary Title Agency, LLC., regarding any aspect of the property or this sale transaction.

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

**22. This agreement supersedes** any and all understanding and agreements and constitutes the entire agreement between the parties hereto, and agree to be bound by its terms, and this it is the complete and exclusive statement of their agreement, and no oral representations or statements shall be considered a part hereof. Purchaser understands and acknowledges he is purchasing a used home 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. Purchaser acknowledges that he has inspected the premises covered hereby and that he is satisfied with its condition. Purchaser also acknowledges the receipt of a copy of this offer. The Purchaser acknowledges the Seller's representations as contained in the "Sellers Disclosure Statement" are based upon Seller's knowledge and do not constitute a warranty concerning the conditions of the property.

ADDITIONAL CONDITIONS (If Any):

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

**Purchaser's Acknowledgement:**

IN PRESENCE OF:

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

Signed:

\_\_\_\_\_  
Purchaser - Print Name:

\_\_\_\_\_  
Purchaser - Print Name:

Dated \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

**Seller's Acceptance: The above Offer is hereby accepted [ ] As Written [ ] As Written Except:**

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

IN PRESENCE OF:

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

Signed:

\_\_\_\_\_  
Seller - Print Name:

\_\_\_\_\_  
Seller - Print Name:

Dated \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

Buyer's Receipt/Acceptance: Receipt is hereby acknowledged by Buyer of Seller's Acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

IN PRESENCE OF:

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

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

Signed:

\_\_\_\_\_  
Purchaser- Print Name:

\_\_\_\_\_  
Purchaser - Print Name:

Seller's Receipt: Seller acknowledge receipt of Buyer's acceptance of counter offer.

Seller's Acknowledgement:

IN PRESENCE OF:

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

Address \_\_\_\_\_

Dated \_\_\_\_\_

Phone \_\_\_\_\_

Signed:

\_\_\_\_\_  
Seller - Print Name:

\_\_\_\_\_  
Seller - Print Name:





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## Earnest Money Deposit Escrow Agreement

*Property:* \_\_\_\_\_  
*Purchaser:* \_\_\_\_\_  
*Seller:* \_\_\_\_\_

It is hereby agreed between Purchaser and Seller to deposit with Primary Title Agency, LLC. a check in the amount of \$ \_\_\_\_\_, to be deposited into its non-interest bearing escrow account and to be held in escrow for delivery under the following terms and conditions:

1. To be applied toward the purchase price upon written direction of Seller and Purchaser or upon closing of sale with Primary Title Agency, LLC.; pursuant to the Purchase Agreement dated \_\_\_\_\_;
2. To be paid to Seller or Purchaser upon written direction of both parties clearly directing release of escrow monies and signed by both Seller(s) and Purchaser(s);
3. This escrow shall terminate on or before \_\_\_\_\_, or escrow agent shall, at its option, return the deposit to the Purchaser;
4. Pursuant to court order directing release; or
5. This escrow agreement shall be deemed null and void if the check deposited hereunder is not honored.

Upon making such delivery, and performance of any other services included above, Primary Title Agency, LLC. Will thereupon be released and acquitted from any further liabilities concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this deposit, Primary Title Agency, LLC. Is in no way assuming responsibilities for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting Primary Title Agency's duties relating to this deposit; any fees expended shall be deducted first from the funds held, Purchaser and Seller agree to reimburse Primary Title Agency, LLC. For any reasonable expenses incurred, including attorney fees in excess of the escrow funds held.

Any changes in the terms or conditions hereof may be made only in writing and signed by all parties or their duly authorized representatives.

Dated:

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

By: \_\_\_\_\_  
Primary Title Agency, LLC., Authorized Signature

\_\_\_\_\_  
Date





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## Property Inspection Addendum

**Property:** \_\_\_\_\_  
**Purchaser** \_\_\_\_\_  
**Seller:** \_\_\_\_\_

This Addendum shall be part of and incorporated thereto in the attached Offer to Purchaser Real Estate dated \_\_\_\_\_.

The following agreement between Purchaser and Seller is to be considered part of the above-mentioned Offer to Purchaser Real Estate.

**PROPERTY INSPECTION OPTION OF PURCHASER:** Purchaser shall have the right to inspect the property at Purchaser's sole expense. The following clause shall govern the inspection:

Seller shall permit inspector of Purchaser's choice to have access to the property for the purposes of inspecting and reporting upon the general physical condition of the property, including its plumbing, heating and electrical systems.

The inspection shall be concluded within \_\_\_\_\_ days after acceptance of this offer. If the inspection discloses any defects in the property which results in the Purchaser having substantial causes to be dissatisfied with the current physical condition of the property and its systems, Purchaser shall notify the Seller In writing within \_\_\_\_\_ Days.

Failure to notify Seller of such defects within this time period shall constitute a waiver of this paragraph by the Purchaser. If Seller is notified of defects, Seller shall have \_\_\_\_\_ Days to:

- a. repair or provide for repair to eliminate the objection stated on the inspection report, or
- b. Declare Seller's unwillingness to repair, stated in writing to Buyer, in which case this Contract to Purchaser shall be null and void, and Purchaser's deposit shall be returned.

**Purchaser DOES desire to have a home inspection.**

**Purchaser DOES NOT desire to have a home inspection.**

Dated:

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser





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## Addendum to the Purchase Agreement

*Property:*

\_\_\_\_\_

*Purchaser:*

\_\_\_\_\_

*Seller:*

\_\_\_\_\_

It is hereby agreed between Purchaser and Seller to add or amend the following conditions, and make them part of the original Agreement dated \_\_\_\_\_ as follows:

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

All other items in the original Purchase Agreement shall remain the same and are not conflict with the above-conditions unless specifically noted.

**Dated:**

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser



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## Seller's Disclosure Statement

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

City, Village, Township

Zip

**Purpose of Statement:** (1) This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. (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 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 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 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 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	_____	_____	_____	_____	Dryer	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
TV antenna, TV rotor & controls	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
Electrical System	_____	_____	_____	_____	Septic tank & drain field	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Wall Furnace	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Trash compacter	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Washer	_____	_____	_____	_____	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/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 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 that has any authority over The property? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 4. Structural modification, alterations or repairs made without necessary permits or licensed contractors? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 5. Settling, flooding, drainage, structural or grading problems? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 6. Major damage to the property from fire, wind, floods or landslides? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 7. Any underground storage tanks? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 10. Any outstanding municipal assessments or fees? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 11. Any pending litigation that could affect the property or the seller's rights to convey the property? Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

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

The Seller has lived in the residence on the property from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The Seller has owned the property since \_\_\_\_\_ (date). The Seller has indicated above the 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 from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

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

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSTRUCTIONS 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, MILDOEW AND BACTERIA. BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEC 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 AGENT OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZATION 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 OBLIGATION CAN CHANGE SIGNIFICATLY WHEN PROPERTY IS TRANSFERRED.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_





Lead-Based Paint and Lead-Based Paint Hazards Disclosure of Information for Residential Sales

31800 Northwestern Hwy. Ste. 130 Farmington Hills, Mi 48334 248-702-0901

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

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all sellers of residential housing. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d).

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 woman. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

1. The residence at the Property Address set forth above was constructed before 1978: (Seller must initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ (If "No" is initialed, omit Section 2 and Section 3. below, otherwise, Seller must complete the rest of this Disclosure and sign below.)

2. Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):

\_\_\_\_\_ (a) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_ (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

3. Records and reports available to the seller (check (a) or (b) ):

\_\_\_\_\_ (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 pertaining to lead-based paint and/or paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statement above are true and accurate.

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

Seller: \_\_\_\_\_

PURCHASER'S ACKNOWLEDGMENT

- 1. Purchaser has received copies of all information listed above.
2. Purchaser has received the federally approved pamphlet Protect Your Family from Lead in Your Home.
3. 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.

- 4. Purchaser has received a fully executed copy of this Disclosure.
5. If Seller has initialed "No" in 1., only 4. of this section applies to Purchaser(s)

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

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_



31800 Northwestern Hwy.  
Ste. 130  
Farmington Hills, Mi 48334  
248-702-0901

## Payoff Authorization and Request for Payoff Statement

**Mortgage Company Information:  
Complete Information Is Required**

**Mortgage Company:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

**LOAN NUMBER:** \_\_\_\_\_

***The property located at:***

\_\_\_\_\_  
\_\_\_\_\_  
  
(Complete Property Address)

***has been listed/sold***

***Your Mortgage will be paid off***

**You are hereby authorized to release and forward the following information to Primary Title Agency, LLC, it's successors and/or assigns:**

Payoff figures as of \_\_\_\_\_ with daily rate.

Amount of current year taxes, County & City.

Current escrow balance.

**\*\*Please retain this authorization in the mortgage file so Primary Title Agency, LLC can continue to receive information on this mortgage.\*\***

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

Owner Social Security Number: \_\_\_\_\_

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

Owner Social Security Number: \_\_\_\_\_

**PLEASE NOTE: Your mortgage company will not give us any payoff information without your social security number.**







31800 Northwestern Hwy.  
Ste. 130  
Farmington Hills, Mi 48334  
248-702-0901

*Authorization and Request for Association Letter*

**Association Information**

Complete Information Is Required

Association Name: \_\_\_\_\_

Management Company Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

*The property located at:*

\_\_\_\_\_

\_\_\_\_\_

(Complete Property Address)

*has been listed/sold*

**You are hereby authorized to release and forward  
an Association Letter.**

**Please provide the following information:**

- \* **Are dues paid monthly or annually?**
- \* **Amount of Dues**
- \* **Date Dues are paid through**
- \* **Any delinquent dues that currently owing**
- \* **Special Assessments**
- \* **Property Transfer Fee and requirements**
- \* **Miscellaneous Fees**

Owner Signature \_\_\_\_\_

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

Owners Signature \_\_\_\_\_

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



# For Sale By Owner Order Form

31800 Northwestern Hwy.  
Ste. 130  
Farmington Hills, Mi 48334  
248-702-0901

In order to serve you better, please fill in this form as completely as possible

**#1**

## Property Information:

Address \_\_\_\_\_

Legal Description: \_\_\_\_\_

Tax Parcel I.D. \_\_\_\_\_

**#2**

## Buyers:

Names \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**#3**

## Sellers:

Names \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**#4**

## Buyer's Mortgage

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Loan Officer: \_\_\_\_\_

Estimated Mortgage Amount \_\_\_\_\_

**#5**

## Special Instructions:

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

Is an Attorney's Package required? \_\_\_\_\_  
(if yes, please include mailing address(es) for delivery)

Desired Closing Date \_\_\_\_\_