Lakeshore
LAND & TITLE

FOR SALE BY OWNER PACKET

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Dear Homeowner,

On behalf of our team, congratulations are in order as you are selling your home! We recommend working with a *real estate professional.* However, if you are selling on your own Lakeshore Land & Title can be a resource for you on this transaction.

Our team members and offices are local and involved within the communities we serve, just like you! We believe the entire closing process should be handled professionally for you and the buyer.

Our Mission

To Lead
Our team strives to be a leader in providing real estate services in a professional and friendly manner.

To Engage
We keep the human element at the center of all our title services and community involvement.

To Protect
Peace of mind through our title products, best practices, and technology.

Whether you sell your home 'for sale by owner' or you choose to work with a *real estate professional*, remember that *YOU HAVE A CHOICE* when it comes to your title company. Be sure to choose Lakeshore Land & Title.

Lakeshore Land & Title
220 E. Ludington Avenue
Ludington, MI 49431
(231) 845-6946
LUclosing@LLandT.net

To view resources or learn more about us please visit us online:
www.LLandT.net

www.llandt.net
(231)845-6946

ESCROW AGREEMENT – EARNEST MONEY

File No. _____ Date: _____

_____, ("Buyer")

and _____, ("Seller")

are parties to a contract for the purchase and sale of the property situated at:

_____.
(street address, city, zip)

Buyer and Seller request LAKESHORE LAND & TITLE. ("Escrow Agent") to act as Escrow Agent to hold the earnest money in the sum of _____ ("Deposit") being delivered to Escrow Agent herewith. Upon written acceptance by Escrow Agent of these Instructions and the Deposit delivered herewith, the Escrow Agent shall hold and deliver the Deposit to or at the direction of the parties in accordance with these instructions.

Escrow Agent shall hold the deposit until _____ unless prior to 8:00 AM on that date, the deposit is applied as part of the purchase price for the purchase of the above described real property, or join written instructions of Buyer and Seller are received by Escrow Agent extending the date.

In the event the deposit is not applied to the purchase price for the real property, or joint written instructions are not received during the term of this escrow as that term may be extended by joint written instructions from Buyer and Seller, the Escrow Agent may deliver the Deposit to or may, at its discretion, continue holding the Deposit.

Escrow Agent shall deposit the Escrow Deposit in its general escrow trust account in a federally insured financial institution.

If Escrow Agent receives conflicting instructions of claims to the funds held in escrow, then it may take any one or more of the following actions:

1. It may hold all or any portion of the funds, securities or documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final order of a court of competent jurisdiction; or
2. It may initiate an interpleader action in a court of competent jurisdiction, naming all interested parties and depositing all or any portion of the funds affected by the adverse claims with the clerk of the court in full acquittance of its responsibilities under these instructions.

Additional Provisions: Upon delivering or applying all funds deposited with it hereunder in accordance with these instructions, Escrow Agent shall be released from any further liability under these instructions, it being expressly understood that liability is limited by the terms and provisions set forth in these instructions. By acceptance of these instructions, Escrow Agent acknowledges that it is acting in the capacity of a depository only. Escrow Agent shall not be responsible for the failure of any bank used as a depository for funds received pursuant to this Agreement. Escrow Agents' liability hereunder shall in all events be limited to return to the party or parties entitled thereto, the funds retained in escrow less any reasonable expenses which Escrow Agent may incur in the administration of the funds or otherwise hereunder, including, without limitation, attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of the escrow, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Buyer(s): Seller(s):

_____ _____

_____ _____

Accepted by: LAKESHORE LAND & TITLE _____

Application for Title Insurance

Today's Date: _____
Need by Date: _____

Purchase Price:$_____ Loan Amount: $_____

Buyer: _____
Marital Status: _____
Phone Number: _____
Mailing Address: _____
_____
Email Address: _____

Seller: _____
Phone Number: _____
Mailing Address: _____
_____
Email Address: _____

Property Address: _____
_____
Property Township: _____
Property County: _____
Legal Description: _____
_____
_____
Parcel Number: _____

Property Type (check one): ☐ Vacant Land ☐ Residential ☐ Commercial

Buyer Lender: _____
Phone number: _____
Email Address: _____

Please check any of the following that may apply to seller:

☐Death Certificate ☐Judgment of Divorce ☐Trust ☐LLC
☐Corporation ☐Bankruptcy ☐Closing out of town
☐Other: _____
_____

PURCHASE AGREEMENT

(MICHIGAN)

NOTE: If any of the items mentioned in this agreement do not apply, please indicate so by writing/typing "does not apply", "n/a", or "waived".

1. The undersigned Buyer and Seller each acknowledge that they have read and signed the seller's disclosure statement.
2. **Lead-Based Paint Addendum**. Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
3. **Property Description**. Buyer hereby offers to buy the property located in the: ☐ City ☐ Village ☐ Township of _____, County of _____, Michigan, commonly known as _____
(Street address, City, Zip code)
Parcel # _____
The following paragraph applies only if the Premises include unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller does not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.
4. **Price**. Buyer offers to buy the property for the sum of $_____ U.S. Dollars.
5. **Terms** (check one). SOURCE OF FUNDS TO CLOSE: Buyer states that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.
☐ **CASH**. The full purchase price upon execution and delivery of Warranty Deed.
☐ **NEW MORTGAGE**. The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the sale price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair the Buyers' credit after the date hereof, and to accept such loan if offered. Should any part of the new mortgage be FHA/VA insured, (check one) Seller _____ Buyer, will agree to pay an amount not to exceed $_____, representing repairs required as a condition of financing. Exceptions: _____
☐ **SELLER FINANCING** (check one).
☐ Land Contract ☐ Purchase Money Mortgage
In the case of seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.
$ _____ upon execution and delivery of _____ form, a copy of which is attached, wherein the balance of $ _____ will be payable in monthly installments of $ _____ or more including interest at _____ % annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.
Exceptions: _____
☐ **OTHER**. _____
6. **Contingencies**. The Buyer's obligation to consummate this transaction (check one):
☐ IS NOT CONTINGENT: is not contingent upon the sale or exchange of any other property by Buyer.
☐ IS CONTINGENT UPON CLOSING: is contingent upon closing of a sale or exchange of Buyer's property located at: _____, on or before _____. A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.
☐ IS CONTINGENT UPON THE SALE AND CLOSING: is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at: _____, on or before _____. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate, and in such event this Agreement will automatically terminate and Buyer's deposit will be refunded. Exceptions: _____

7. **Fixtures & Improvements**. All improvements and appurtenances are included in the purchase price including, if now in or on the property the following: all buildings; landscaping; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible in ground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property; *and also includes***:**

but does not include:

8. **Heating and Cooking Fuels.** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking fuels at an operational level and shall note permit fuels to fall below 10% in the tank(s) at the time of possession except that the tank(s) may be empty only if now empty. Further, the seller is precluded from removing fuel from tank(s) other than what is expended through normal use.
Exceptions: _____

9. **Assessments** (choose one). If the property is subject to any assessments:
☐ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing.
☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

10. **Property Taxes**. Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.
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.
☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer _____ (year); ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);
☐ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.
☐ Fiscal Year Proration. Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

11. **Well/Septic**. Within ten (10) days after this Agreement is fully executed, the Seller will arrange and pay for an inspection and written report by the county health department or by a qualified inspector (as defined by the county health department, if applicable) of the primary well used for human consumption (including water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request the corrective action. If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. Buyer agrees that the contingency provided by this paragraph shall be deemed to have been waived if (1) Buyer fails to provide written notice of a condition deemed unacceptable within five (5) days after Buyer has received the applicable report(s); or (2) Buyer fails to terminate this Agreement in writing as provided above. If these contingencies are waived or if Buyer elects to close this transaction, Buyer shall be deemed to have accepted the well and/or septic in its "as is" condition as of the date of closing.
Exceptions: _____

12. **Inspections & Insurability**. By signing this Agreement, Buyer is representing that the Buyer has the right to inspect the buildings, premises, and building components and systems, or have the buildings, premises, and building components and systems inspected by experts selected by the Buyer.
☐ The Buyer has waived his/her right to inspections.
☐ The Buyer has elected to arrange and pay for any inspections including, but not limited to Plumbing; Heating, Ventilating & Air Conditioning; Electrical; Telephone (hard-wired landline); Structural, including roof; Termites and other wood destroying insects; Radon, Air Quality and/or Mold; Water Test for Lead and Nitrites (required if FHA or VA financing). Any damage, misuse, abuse, or neglect of any portion of the property or premises as a result of inspections will be Buyer's responsibility and expense.
It is the Buyer's responsibility to investigate (i) whether the property complies with applicable codes and local ordinances and whether the property is zoned for Buyer's intended use; and (ii) whether the Buyer can obtain a homeowner's insurance policy for the property at price and terms acceptable to Buyer. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects. All inspections and investigations will be completed within **ten (10) days** after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, the Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If the Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the results of the inspection reports and investigations without repairs or corrections and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of the Seller to respond or to arrive at a mutually agreeable resolution within **three** (3) **days** after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.
Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, if Buyer chooses no inspections, fails to complete inspections, or submits no written proposals, Buyer agrees to accept the premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence.
Exceptions: _____

13. **Municipal Compliances**. The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

14. **Title Insurance**. Seller agrees to convey marketable title to the property ordered through Lakeshore Land & Title subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.
If Buyer objects to any conditions, Buyer may, within **three** (3) **days** from the aforementioned ten (10) day period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the conditions and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of Seller to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.
Exceptions: _____

15. **Property Survey.** ☐ Buyer ☐ Seller (check one) shall obtain and pay for:
☐ A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey.
☐ A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements.
☐ No survey.
When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon. Exceptions: _____

16. **Home Protection Plan**. Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
Exceptions: _____

17. **Prorations**. Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

18. **Possession.** Seller will maintain the property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any:
☐ At the completion of the closing of the sale.
☐ At _____ ☐a.m. ☐p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.
If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the property.
If Seller occupies the property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the property will be Seller's responsibility and expense. On the agreed delivery date, Seller shall deliver the property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer.
Exceptions: _____

19. **Closing**. If agreeable to both parties, the sale will be closed with Lakeshore Land & Title as soon as closing documents are ready, but not later than _____ . An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee.
Exceptions: _____

20. **Good-Faith Deposit**. Buyer deposits $ _____, to be held by (insert name of seller, title company, other in the following space) _____ to apply toward the purchase price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer.

21. **Other Provisions**. _____
_____
_____

22. **Mergers and Integrations**. This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.

23. **Fax or Electric Distribution**. The parties agree that any signed copy of the Agreement transmitted by facsimile or other electronic means shall be deemed one in the same as an original copy.

24. **Buyer's Acknowledgment**. Buyer hereby acknowledges receipt of a copy of this Agreement.

_____	_____
Date	Signature
_____	_____
Phone number	Print name as it is to appear on all closing documents
_____	_____
Date	Signature
_____	_____
Phone number	Print name as it is to appear on all closing documents

_____
Email address

25. **Seller's Acceptance**. The Above Offer is Hereby Accepted: ☐ As written. ☐ As written except:

26. **Certification of Previous Disclosure Statement**. Seller certifies to Buyer that the property is currently in the same condition as Seller previously disclosed in Seller's Disclosure Statement dated _____. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

27. **Notice to Seller**. Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

28. **Seller's Acknowledgment**. Seller has read this Agreement and acknowledges receipt of a copy.

_____ _____
Date Signature

_____ _____
Phone number Print name

_____ _____
Date Signature

_____ _____
Phone number Print name

_____
Email address

29. **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.

_____ _____
Date Signature

_____ _____
Date Signature

30. **Seller's Receipt**. Seller acknowledges receipt of Buyer's acceptance of counter offer.

_____ _____
Date Signature

_____ _____
Date Signature

Seller's Disclosure Statement

Property Address: _____

City, Village or Township of _____, County of _____, Michigan

1. **Purpose of Statement:** This statement is 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 Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the construction or condition of the improvements on 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.
2. **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. The following are representations made solely by the Seller. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.
3. **Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check N/A. If you do not know the fact, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT. SELLER will grant to BUYER the right to make _____ division (s) under section 108 of the Land Division Act No.288 of the Public Acts of 1967.
4. **Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of property only if the purchase agreement so provides)

	Yes	No	Unknown	N/A		Yes	No	Unknown	N/A
Range/Oven	___	___	_____	____	Electrical System	___	___	_____	____
Lawn Sprinkler	___	___	_____	____	Sump Pump	___	___	_____	____
Dishwasher	___	___	_____	____	Garage door opener	___	___	_____	____
Water Heater	___	___	_____	____	City Water System	___	___	_____	____
Refrigerator	___	___	_____	____	Alarm system	___	___	_____	____
Plumbing	___	___	_____	____	City sewer system	___	___	_____	____
Hood/Fan	___	___	_____	____	Pool	___	___	_____	____
Water Softener	___	___	_____	____	Pool Heater	___	___	_____	____
Disposal	___	___	_____	____	Pool Liner	___	___	_____	____
Conditioner	___	___	_____	____	Pool Equipment	___	___	_____	____
TV antenna	___	___	_____	____	Central air	___	___	_____	____
TV rotor	___	___	_____	____	Microwave	___	___	_____	____
Well & Pump	___	___	_____	____	Central heating	___	___	_____	____
Septic tank	___	___	_____	____	Trash compactor	___	___	_____	____
Drain fields	___	___	_____	____	Wall furnace	___	___	_____	____
Ceiling fan	___	___	_____	____	Humidifier	___	___	_____	____
Sauna/hot tub	___	___	_____	____	Electronic air filter	___	___	_____	____
Washer	___	___	_____	____	Dryer	___	___	_____	____
Solar heating	___	___	_____	____					

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.

5. Property conditions, Improvements & additional information:

A. Basement/Crawl space: Has there been evidence of water? Yes _____ No _____

If yes please explain: _____

B. Insulation: Describe, if known:_____

C. Urea Formaldehyde Foam Insulation (UFF) is installed? Unknown ____ Yes ____ No ____

D. Roof: Leaks? Yes ____ No ____ Approximate age if known: _____

E. Well: Type of well (depth/diameter, age & repair history, if known): _____

Has water been tested? Yes _____ No _____

If yes, date of last report and results: _____

F. Septic tanks/drain fields: Condition, if known: _____

G. Heating System: Type/ approximate age: _____

H. Plumbing system: Type: copper ____ galvanized ____ other ____ Any known problems? _____

I. Electrical system: Any known problems ? _____

J. History of infestation, if any (termites, carpenter ants, etc.)? Unknown____ Yes ____ No____

 Buyers Initials _____ Sellers Initials _____

Seller's Disclosure Statement (con't)

Property Address: _____

City, Village or Township of _____, County of _____, Michigan

6. **Environmental problems:** Are you aware of any substances, material 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: _____
7. **Flood insurance:** Do you have flood insurance on the property? Unknown _____ Yes _____ No _____
8. **Mineral Rights:** Do you own 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 homeowners association that has any authority over the property? Unknown _____ Yes _____ No _____
4. Structural modifications, alterations, or repairs made without necessary or licensed contractor? 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 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 condition of all the items based on information known to 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. Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

Buyer should obtain professional advice and inspections of the property to more fully determine the condition of the property

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT. 1994 PA 295, MCL 28,271 TO 28,272 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENECY OR SHERIFFS DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY. HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____

Buyer _____ Date _____

 Buyers Initials _____ Sellers Initials _____

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 (1) or (2) below:

1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing.
   Please explain:

2. _____ 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 (1) or (2) below:

1. _____ 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).

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

Purchaser's Disclosure:

(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 (1) or (2) below:

1. _____ 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
2. _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____

Seller signature Date

_____

Seller signature Date

_____

Buyer signature Date

_____

Buyer signature Date

Lakeshore
LAND & TITLE

PAYOFF AUTHORIZATION

The undersigned do hereby authorize you to release information about my loan to Lakeshore Land & Title, including but not limited to a payoff statement.

Borrower: _____

Social Security Number: _____

Co-Borrower: _____

Social Security Number: _____

Property Address: _____

Lender: _____

Phone: _____

Loan No.: _____

Interest Good Through: _____

Lender: _____

Phone: _____

Loan No.: _____

Interest Good Through: _____

***PLEASE INCLUDE THE DAILY INTEREST RATE IN THE PAYOFF STATEMENT.**

****PLEASE FURNISH TO US A STATEMENT OF THE AMOUNT NECESSARY TO PAY IN FULL INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. IF THE BORROWER ENTERED INTO A FOREBEARANCE AGREEMENT AND Y OU ARE NOT THE ENTITY SERVICING ANY DEFERRED AMOUNTS, PLEASE PROVIDE THE CONTACT INFORMATION FOR THE ENTITY WHO IS SERVICING THE DEFERRED AMOUNTS.**

*****IF LOAN IS A LINE OF CREDIT OR FUTURE ADVANCE MORTGAGE, BORROWER IS REQUESTING IMMEDITAE SUSPENSION OF SAID LOAN SUCH THAT THERE SHALL BE NO FUTHER DISBURSEMNT OF FUNDS FOR OR ON ACCOUNT OF BORROWER(S).**

Please fax payoff to Lakeshore Land & Title at _____.
If you have any questions or need anything further please call Lakeshore Land & Title at _____.

_____ _____
Borrower Signature Date

_____ _____
Co-Borrower Signature Date

Borrower Authorization to Request Payoff Quote

The undersigned has engaged CERTIFID, INC. (fbo Lighthouse Title Group) to provide payoff quote services for the referenced account (the "Loan") and hereby authorizes and approves the release of any and all information and the performance of any and all actions requested by CERTIFID, INC. relating to the Loan, including but not limited to providing any outstanding balance, payoff statement, and/or satisfaction/release status.

I/We hereby accept, acknowledge, and authorize the collection of any fees and/or charges necessary to generate, deliver, and expedite the payoff request.

PRIMARY BORROWER

Borrower Name: _____

Borrower SSN: _____

Signature: _____

Date: _____

BORROWER 2 *(if applicable)*

Borrower Name: _____

Borrower SSN: _____

Signature: _____

Date: _____

Loan Details

Lender: _____

Loan Number: _____

Property Address: _____

City / State: _____

Zip Code: _____

Lighthouse TITLE GROUP