

## For Sale By Owner (FSBO) Information Packet

ProTitle Services is a full service provider of title insurance and escrow services and is available to assist with your For Sale By Owner (FSBO) transaction.

It's important to us that you understand the services we will be providing and what we charge for our services before you work with us. Upon receipt of an executed purchase agreement, we will prepare a title commitment, identifying the legal ownership of the property, any liens currently affecting the property, as well as other potential title defects that need to be cured in order to transfer clean title to the property. As part of your transaction, we will assist in clearing any items preventing the passage of clean title, prepare and record all documents needed to transfer title, and take all other steps necessary to insure your ownership interest and provide you the peace of mind that your property rights have been protected.

While we are available to assist you throughout this process, please understand that ProTitle Services is not a law firm, and our employees are not permitted to answer legal questions or to give legal advice regarding the terms of the contract. If you would like to schedule an appointment to discuss your FSBO transaction with one of our staff members, give us a call at 269.330.9277.

We look forward to helping your transaction go as smoothly as possible!

*We encourage you to seek professional advice from a licensed real estate agent or an experienced real estate attorney to assist you, as the sale of your home involves a process that you may not be familiar with. ProTitle Services is a disinterested third party to the transaction.*

## Standard Costs Associated with a Real Estate Closing

**Title Insurance** – The title insurance premium is based on the purchase price. The cost of title insurance and endorsements are typically split between the buyer and the seller unless otherwise stated in the purchase agreement.

**Escrow Closing Fee** – The closing fee is \$400.00 and it too, is typically split between the buyer and seller unless otherwise stated in the purchase agreement. If the buyer is obtaining an FHA or VA loan the entire cost of the escrow closing fee is paid by the seller.

**Transfer Tax** – The tax is customarily paid by the seller. State Transfer Tax Rate is \$3.75 for every \$500 of value transferred and County Transfer Tax Rate is \$0.55 for every \$500 of value transferred

**WDI Inspection** – The cost of wood destroying insect (WDI) inspections range from \$50.00 to \$100.00 and are negotiable. The exception would be if the buyer obtains a VA loan the cost of a termite inspection must be paid by the seller.

**Well and Septic Inspection** – If you have a well and/or septic system, most buyers will want this inspection completed. The cost for that inspection can be around \$500.

**County Recording Fees** – Documents requiring recording are Deeds, Deeds of Trust, Assignments, Affidavits, releases and any other document a lender or title department may require. The cost of recording a document is \$30.00 - \$35.00 depending on the type of document. Buyers and Sellers are responsible for the recording costs of their documents.

**Deed Preparation** – At least one recorded deed is required for each sale. The cost to have that deed prepared is \$100 for the first deed. Each subsequent deed is \$75.

**Lender Closing Costs** – Lender costs are reported to the buyer on the Closing Disclosure provided by the lender. These costs would be paid by the buyer unless otherwise negotiated in the purchase agreement. These costs should include all previously listed costs.

### Upfront Costs

**Loan Application Fee** - The buyer (borrower) will most likely be required to pay an application fee at the time of loan application. This fee is usually between \$300.00 and \$600.00 depending on the type of loan and is nonrefundable. This fee is used to cover cost of a credit report and appraisal. These are costs the lender will incur regardless of whether or not the transaction is completed. The buyer will receive credit for this fee at the time of closing.







**Earnest Deposit** - The earnest deposit check is usually made payable to the escrow company. The check is cashed and the buyer's funds are then held in a trust account by the escrow company until closing. These funds are credited to the buyer at closing. The amount of the earnest deposit is agreed to in the purchase agreement

## Contract Checklist

- ✓ Earnest Deposit Check made payable to “ProTitle Services”
- ✓ Fully Executed Escrow Agreement
- ✓ Completed Closing Instructions
- ✓ Fully Executed Purchase Agreement
- ✓ Fully Executed Sellers Disclosure
- ✓ Fully Executed Lead Based Paint Form. This must be filled out if the home was built prior to 1978.
- ✓ Completed Payoff Authorization

All contracts must be signed by a buyer and all sellers. Documents can be submitted to ProTitle Services by email at [customerservice@protitlemi.com](mailto:customerservice@protitlemi.com) or by fax to 877.590.6161 or they can be dropped by the office Monday – Friday from 9a – 5p.

## Forms Attached

-  Purchase Agreement
-  Sellers Disclosure
-  Lead Based Paint
-  Escrow Agreement
-  Sample Closing Statement
-  Sample Payoff Authorization

Contact us for questions at [customerservice@protitlemi.com](mailto:customerservice@protitlemi.com) or 269.330.9277.

**REAL ESTATE  
PURCHASE AGREEMENT**

1. The undersigned, hereinafter described as Purchaser, hereby offers and agrees to purchase the following real estate on the terms and conditions hereinafter set forth.

\_\_\_\_\_ Michigan.

Tax ID Number:

Together with all improvements, appurtenances, if any, including all built-in equipment, all lighting fixtures, shades, attached carpeting, attached mirrors, TV antenna and rotor, storm doors, storm windows, screens, awnings, sump pump, mail boxes, all curtains, drapes and window dressings.

now in and on the premises and subject to building and use restrictions, zoning ordinances and easements, if any. Further, Purchaser is satisfied that property can be used in accordance with Purchaser's intentions.

**PURCHASE PRICE** \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars.

2.  **CASH SALE.** Purchase price to be paid in cash or by certified check.

**CASH SALE WITH NEW MORTGAGE.** Purchase price to be paid in cash or by certified check subject to purchaser obtaining a \_\_\_\_\_ % \_\_\_\_\_ mortgage. Purchaser agrees he will apply for the mortgage within \_\_\_\_\_ days from the acceptance of this offer. If financing is not obtained, the deposit shall be fully refunded.

**SALE TO EXISTING MORTGAGE OR LAND CONTRACT.** Purchase price to be paid in cash or by certified check, less the amount owing upon an existing mortgage or land contract of the approximate amount of \$ \_\_\_\_\_, payable in monthly payments of \$ \_\_\_\_\_, or more and including interest at \_\_\_\_\_ % which Purchaser agrees to assume and pay. The principal and interest payment is \$ \_\_\_\_\_ and escrow for taxes and insurance is \$ \_\_\_\_\_. Purchaser agrees to purchase escrow account, if any, at closing. It is agreed and understood lender may enforce the "Due on Sale" clause.

**SALE ON LAND CONTRACT.** \$ \_\_\_\_\_ in cash or certified check and the balance of \$ \_\_\_\_\_ in monthly payments for principal and interest of \$ \_\_\_\_\_ or more and including interest at \_\_\_\_\_ % and shall be paid in full within \_\_\_\_\_ years. The escrow payment for taxes and insurance is approximately \$ \_\_\_\_\_. An escrow advance of approximately \$ \_\_\_\_\_ shall be paid at closing. Purchaser to supply credit report and employment verification subject to acceptance by seller. A late charge of \_\_\_\_\_ % of installment payment shall be assessed on any installment received more than \_\_\_\_\_ days after due date.

3. **POSSESSION:** The seller shall deliver possession of the property within \_\_\_\_\_ days from the date of closing. Subject to the following tenants rights \_\_\_\_\_.

Use and Occupancy escrow held in the amount of \$ \_\_\_\_\_. (Possession) Rent of \$ \_\_\_\_\_ per day shall be charged from \_\_\_\_\_. Water escrow held in the amount of \$ \_\_\_\_\_.

4. **DEPOSIT:** The Broker is authorized to make this offer and the deposit of \$ \_\_\_\_\_ shall be held by it under Act 112 PA of 1960, Section 13 (j) and applied on the purchase price if the sale is consummated. If the offer is not accepted within \_\_\_\_\_ hours after the time hereof, the deposit shall be returned to the Purchaser.

5. **EVIDENCE OF TITLE:** As evidence of title, Seller agrees to furnish Purchaser as soon as possible, with a Commitment for Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance showing marketable title in the Seller in the condition required for performance of this Agreement.

6 **CLOSING:** This sale is to be consummated on or before \_\_\_\_\_, or earliest possible date as specified by lender.

7. **PRORATIONS:** All taxes due prior to date of closing shall be paid by Seller and prorated on date of

closing on a due date basis. All taxes will be prorated as though taxes are paid in advance. All rents shall be prorated on date of closing. Utilities and fuel bills shall be adjusted as of date of possession. Water bill will be adjusted as of date of (check one)  closing  possession. Taxes will be prorated, and provisions of this paragraph shall be interpreted and applied as if the amendments of law set forth in Public Acts 80 and 279 of 1994 did not exist.

8. **WATER & SEWR CONNECTIONS:** It is understood property has (check one)  well  city water and (check one)  septic  city sewer system. The Broker recommends purchaser have systems checked by licensed contractor or St. Clair County Health Department to insure in good working condition and no health hazard. The Broker makes no representations or warranties in reference to the above systems.

9. **SPECIAL ASSESSMENTS:** (check one)  All special assessments, if any, shall be paid in full by Seller;  All assessment payments due prior to and including date of closing shall be paid by seller. Purchaser shall assume the balance of the special assessments, in the approximate amount of \$\_\_\_\_\_. All other assessments, if any, shall be paid in full by seller. Tap in and connection charges to be paid in full by Seller.

10. **TITLE OBJECTIONS:** If the title is defective, Purchaser shall promptly give written notice to Seller and Seller shall have 30 days after delivery of such notice to remedy the title defects or obtain insurance specifically insuring against such defects. If Seller does not remedy such defects in the time specified, Purchaser may accept title as is or may cancel this agreement, in which case the deposit shall be immediately refunded to Purchaser.

11. **DEFAULT PURCHASER:** In the event of a default by the Purchaser of any terms herein, the Seller may, at his option, retain the deposit as liquidated damages or elect to enforce the terms thereof.

12. **DEFAULT SELLER:** If Seller defaults, Purchaser may, at his option elect to enforce the terms hereof, seek damages or receive an immediate refund of his entire deposit in full satisfaction of any claim he may have by reason of such default.

13. **PROPERTY INSPECTION:** Purchaser acknowledges that Broker has not made any representations or warranties about the property or its condition. In order to acknowledge the existence, accuracy and understanding of this fact, Purchaser has signed his initials hereto\_\_\_\_\_.

Broker recommends that Purchaser obtain an inspection of the electrical, structural, plumbing, heating, mechanical, roof, water and sewer systems, insect infestation, insulation. (Homes built prior to 1978 may have lead or lead solder present).

Purchaser waives residential inspection and acknowledges that he has fully inspected the property or has had the opportunity to do so. In either event, the Purchaser accepts the property in "AS IS" condition. The Seller agrees that the property shall be in substantially the same condition at delivery of possession as it is on the date hereof.

Purchaser requests the opportunity to conduct a residential inspection; such inspection shall be at Purchasers own cost and such inspection shall be completed within \_\_\_\_\_ days.

If no objection to the condition of the property is received by the Seller within such time, then Purchaser shall be deemed to have accepted the property in "AS IS" condition. Seller agrees that the property shall be in substantially the same condition at delivery of possession as it is on the date hereof.

14. **PURCHASER'S RECEIPT:** By the execution of this instrument, Purchaser hereby acknowledges the receipts of a copy of this contract.

15. **ENTIRE AGREEMENT:** We hereby acknowledge that this offer constitutes the entire agreement between the parties and that there are no representations or warranties, express or implied by the Broker or its independent contractors or the Seller upon which the Purchaser or Seller are relying, except those written herein.

16. **PROPERTY SURVEY:** The Parties acknowledge the recommendations of the Broker that the Purchaser have the property surveyed by a registered surveyor at his own expense.

Purchaser requests survey.  New.  Recertified.

Existing; to be provided by  Purchaser  Seller.

17. **ATTORNEY RECOMMENDED:** Purchaser and Seller hereby acknowledge the recommendations of the Broker that the Purchaser retain an attorney at his own expense, to pass on the marketability of the title of the property involved, and to ascertain that the required details in the sale thereof are strictly adhered to before the transaction is consummated.

Purchaser requests that attorney \_\_\_\_\_ review Real Estate Purchase Agreement and Closing Documents.

Purchaser waives attorney review.  Seller requests that attorney \_\_\_\_\_ prepare Warranty Deed or Land Contract or \_\_\_\_\_ and review closing documents.

18. **HEIRS AND SUCCESSORS:** This Real Estate Purchase Agreement binds the Purchaser, Seller, their personal representatives and heirs and anyone succeeding to their interest in the property. Purchaser shall not assign this Agreement without Seller's written permission.

19. **AT CLOSING:** Purchaser and Seller agree to acknowledge the provisions of paragraphs 8, 13, 15, 16, 17 of this agreement on a form to be provided as "Agreement A", made a part of this agreement.

20. **RADON.** Property **has/has not** (circle one) been tested for radon. Purchaser requests test at his cost.  
 Yes  No

21. **CLOSING FEE:** Purchaser to pay \$75.00 minimum closing fee, except where the payment thereof shall be prohibited by law, in which case the escrow/closing fee shall be paid by Seller.

21. **ENVIRONMENTAL AUDIT:** Purchaser may request environmental audit, at purchaser's expense. Any environmental issue or problem known to Broker or sub-agent to be presented herein; \_\_\_\_\_

\_\_\_\_\_  
Purchaser Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

23. **CONTINGENCY OFFER:** It is understood that the closing upon this Agreement of Sale is contingent upon the sale of the Purchaser's present home located at \_\_\_\_\_. If Purchaser is to finance this transaction, he will get pre-approval within 10 days from the acceptance of this offer and final approval within 25 days from the date of receiving a bonafide offer on his home. Date of closing to be within 2 days of the closing of the sale of the Purchaser's home.

It is further understood that Seller will continue to offer this home for sale and a second Agreement of Sale may be accepted by the Seller.

A.  The Seller upon receipt of another bonafide offer to purchase, acceptable to the Seller, shall give the Purchaser written notice to remove the contingency of the sale of Purchaser's home within \_\_\_\_\_ hours. If Purchaser fails to remove the contingency within \_\_\_\_\_ hours, this offer shall be null and void and the deposit fully refunded. If the contingency is removed the sale shall be closed within 30 days from the date of removal.

B.  Prior to the removal of this contingency, the Seller upon receipt of another bonafide offer to purchase, acceptable to the Seller, may elect to accept said offer, and in so doing, this offer shall become null and void and the deposit fully refunded.

In the event this contingency is not removed by \_\_\_\_\_, this agreement shall be null and void, neither party shall be further obligated, and the deposit shall be fully refunded.

Purchaser Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

24. **ARBITRATION.**

Any claim or demand of Seller or Purchaser arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS. This is a voluntary agreement between the Purchaser and the Seller. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations MCL 600.5001:MSA 27A.500 as amended, and the applicable court rules MCR 3.602, as amended. This agreement is enforceable as to all parties and broker/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

The parties do not wish to agree at this time to arbitrate any future disputes.

Purchaser Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

25. **AGENCY RELATIONSHIPS:** Purchaser and Seller understand the Real Estate Licensee Agency relationship and understand with regard to this transaction

The Listing Licensee is working as:

- Seller Agent
- Buyers Agent
- Dual Agent
- Transaction Coordinator

The Selling Licensee is working as a:

- Seller Agent
- Buyers Agent
- Dual Agent
- Transaction Coordinator

Buyer and Seller have reviewed the Disclosure regarding Real Estate Agency relationships. The Disclosure Form has been signed and added to this Agreement. The Seller Disclosure has also been signed and added to this Agreement.

Purchaser Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

26. **PERC TEST:** The Broker recommends Purchaser have a Perc test done prior to closing.  
\_\_\_\_\_Purchaser waives Perc test. \_\_\_\_\_Purchaser request Perc test to be done prior to closing at Purchaser's expense.

**27. VACANT LAND PURCHASE:**

The Grantor grants, but does not warrant, to the Grantees the right to make \_\_\_\_\_divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Purchaser should verify with the proper authorities that they can split the property in accordance with their intentions, prior to closing.

28. **LEAD-BASED PAINT DISCLOSURE:** The seller(s) hereby represent(s) that the property (check one):

is non-residential property or residential property built in or after 1978 and, therefore, the federally mandated lead-based paint disclosures do not apply to this property; or

is residential property built prior to 1978. If so please

A. Initial below:

\_\_\_\_\_ Seller acknowledges that he/she/it has received a copy of the form Responsibilities of Sellers Under the Residential Lead Based Paint Hazard Reduction Act, and has completed the Seller's Lead-Based Paint Disclosure form.

\_\_\_\_\_ Buyer has, prior to executing this Agreement, received a copy of the Seller's Lead-Based Paint Disclosure form completed by the Seller on \_\_\_\_\_, the terms of which are incorporated by reference. The Buyer also acknowledges the receipt of the pamphlet entitled Protect Your Family from Lead in Your Home.

B. Check One:

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

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

Dated \_\_\_\_\_ 20\_\_\_\_ Time \_\_\_\_\_ Purchaser X \_\_\_\_\_

\_\_\_\_\_ Purchaser X \_\_\_\_\_

Purchaser's Res \_\_\_\_\_ Address \_\_\_\_\_  
Telephones Work \_\_\_\_\_

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**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

Received from the above named Purchaser, the deposit money shown in Paragraph #4, in the form of ( CASH OR  CHECK)

\_\_\_\_\_, Broker By \_\_\_\_\_

This is a cooperative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

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**ACCEPTANCE OF OFFER**

We, the undersigned, the owners of the above described property hereby accept the foregoing offer in accordance with the terms stated and agree to sell and convey marketable fee simple title, and to pay THE BROKER a commission of \$ \_\_\_\_\_ ( \_\_\_\_\_% of the purchase price), which is due and payable at the consummation of this sale. In the event that the deposit is forfeited, we agree that THE BROKER shall retain 1/2 of the deposit, but not in amount in excess of the full commission, as full payment for services rendered.

The undersigned Seller acknowledges the receipt of an executed copy of this instrument and the deposit, and directs that the deposit be retained as provided or returned to the Purchaser as the case may be, in accordance with the terms of the agreement.

Dated \_\_\_\_\_ 20\_\_\_\_ Time \_\_\_\_\_ SELLER X \_\_\_\_\_

\_\_\_\_\_  
SELLER X \_\_\_\_\_

Seller's Res \_\_\_\_\_ Address \_\_\_\_\_  
Telephones Work \_\_\_\_\_

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**COUNTER-OFFER**

The following changes or conditions to the above agreement are hereby made by the Seller: \_\_\_\_\_

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Purchasers written acceptance of this counter-offer. Acceptance shall not be effective until personally received by the Seller.

EXPIRATION: This counter-offer shall expire unless a copy hereof with Purchasers written acceptance is delivered to Seller or his agent within \_\_\_\_\_ hours from date.

Dated: \_\_\_\_\_ Time: \_\_\_\_\_ Seller X \_\_\_\_\_

\_\_\_\_\_  
Seller X \_\_\_\_\_

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**PURCHASER'S ACCEPTANCE OF COUNTER OFFER**

We the undersigned, hereby agree to the foregoing offer in accordance with the terms stated.

Dated \_\_\_\_\_ Time \_\_\_\_\_ Purchaser X \_\_\_\_\_

\_\_\_\_\_  
Purchaser X \_\_\_\_\_

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**SELLER'S RECEIPT OF ACCEPTED COUNTER-OFFER**

The undersigned Seller hereby acknowledges receipt of the Purchaser's acceptance of the foregoing counter-offer.

Dated \_\_\_\_\_ Time \_\_\_\_\_ SELLER X \_\_\_\_\_

**DISCLAIMER** Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. ProTitle Services, LLC is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



# Seller's Disclosure Statement

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

Street

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 PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

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

	Yes	No	Unknown	Not Available
Range/oven				
Dishwasher				
Refrigerator				
Hood/fan				
Disposal				
TV antenna, TV rotor & controls				
Electrical system				
Garage door opener & remote control				
Alarm system				
Intercom				
Central vacuum				
Attic fan				
Pool heater, wall liner & equipment				
Microwave				
Trash compacter				
Ceiling fan				
Sauna/hot tub				

	Yes	No	Unknown	Not Available
Washer				
Dryer				
Lawn sprinkler system				
Water heater				
Plumbing system				
Water softener/conditioner				
Well & pump				
Septic Tank & drain field				
Sump pump				
City water system				
City sewer system				
Central air conditioning				
Central heating system				
Wall furnace				
Humidifier				
Electronic air filter				
Solar heating system				
Fireplace & chimney				
Wood burning system				

Explanation (attach additional sheets if necessary): \_\_\_\_\_

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

**Property conditions, improvements and additional information:**

1. **Basement/Crawlspace:** Has there been evidence of water? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_
2. **Insulation:** Describe, if known: \_\_\_\_\_  
Urea formaldehyde Foam Insulation (UFFI) is installed? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_
3. **Roof:** Leaks? yes \_\_\_\_\_ no \_\_\_\_\_  
Approximate age if known: \_\_\_\_\_
4. **Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, date of last report/results: \_\_\_\_\_
5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_
6. **Heating system:** Type/approximate age: \_\_\_\_\_
7. **Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_  
Any known problems? \_\_\_\_\_
8. **Electrical system:** Any known problems? \_\_\_\_\_
9. **History of infestation,** if any: (termites, carpenter ants, etc.) \_\_\_\_\_

\_\_\_\_\_ Seller's Initials

\_\_\_\_\_ Buyer's Initials

# Seller's Disclosure Statement

**Property Address:** \_\_\_\_\_ MICHIGAN  
Street City, Village or Township

10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.  
unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
- If yes, please explain: \_\_\_\_\_
11. Flood Insurance: Do you have flood insurance on the property? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
12. Mineral Rights: Do you own the mineral rights? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_

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

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
5. Settling, flooding, drainage, structural, or grading problems? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
6. Major damage to the property from fire, wind, floods, or landslides? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
7. Any underground storage tanks? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc. unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
10. Any outstanding municipal assessments or fees? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown\_\_\_\_\_ yes\_\_\_\_\_ no\_\_\_\_\_

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

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

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

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

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

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

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

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

Buyer has read and acknowledges receipt of this statement.

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

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

**Disclaimer:** This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation for for warranties made in connection with the form.



# LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



Street Address \_\_\_\_\_

City, Village, Township \_\_\_\_\_

State \_\_\_\_\_

## 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.

## I. Seller's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based and/or lead-based paint hazards are present in the housing (explain):

or \_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

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

or \_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based 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

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

\_\_\_\_\_  
Seller

## II. Agent's Acknowledgment (initial)

\_\_\_\_\_ 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.

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

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

\_\_\_\_\_  
Agent

## III. Purchaser's Acknowledgment (initial)

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or or inspection of the presence of lead-based paint or lead-based hazards;

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

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

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

\_\_\_\_\_  
Purchaser

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

\_\_\_\_\_  
Purchaser



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## EARNEST MONEY DEPOSIT AGREEMENT

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

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

DEPOSIT AMOUNT: \_\_\_\_\_ CHECK# \_\_\_\_\_

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

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

If the funds received were accepted as a personal check, **ProTitle Services, LLC** must wait for verification from our bank that the funds have cleared before closing or releasing funds.

**ProTitle Services, LLC** will pass on all cost incurred on any funds returned by our bank for insufficient funds or checks drawn on closed accounts.

**If Escrow Agent receives conflicting instructions or 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 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 any court in the State of Michigan having jurisdiction, naming all interested parties as 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.**

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 the Agreement. Escrow Agent's 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.

**Seller:**

**Buyer:**

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ProTitle Services, LLC acknowledges receipt of the earnest money deposit check for the above mentioned property.



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Steven Gerike, Authorized Signatory  
ProTitle Services, LLC  
200 S. Kalamazoo Ave, Paw Paw, MI 49079 |



## BUYER CLOSING STATEMENT SAMPLE

1234 Test, Plainwell, MI 49080

<b>Seller</b>	<b>Buyer</b>
Robin Stedwell	Brooke Sharrard

**Closing Date: October 20, 2019**

Description	Buyer	
	Debit	Credit
<b>Deposits, Credits, Debits</b>	<b>Debit</b>	<b>Credit</b>
Sale Price of Property	\$145,000.00	
Seller Concessions		\$5,000.00
Earnest Money Deposit		\$1,000.00
<b>Prorations</b>	<b>Debit</b>	<b>Credit</b>
City/Town Taxes 1/1/2019 to 10/20/2019 @ \$500.26/Year		\$400.21
County Taxes 1/1/2019 to 10/20/2019 @ \$236.00/Year		\$188.80
<b>Loan Items</b>	<b>Debit</b>	<b>Credit</b>
Loan Amount		\$145,000.00
<b>Title Charges</b>	<b>Debit</b>	<b>Credit</b>
Lender's Coverage	\$571.00	
<b>Government Recording and Transfer Charges</b>	<b>Debit</b>	<b>Credit</b>
Recording Fees: Mortgage	\$30.00	
Recording Fees: Warranty/Covenant Deed	\$35.00	
<b>Total</b>	<b>\$145,636.00</b>	<b>\$151,589.01</b>

**Balance Due to Buyer: \$5,953.01**

**Buyer:**

**Listing Broker:**

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Brooke Sharrard

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Lakes and Country Real Estate, Inc.



## SELLER CLOSING STATEMENT SAMPLE

1234 Test, Plainwell, MI 49080

**Seller**

**Buyer**

Robin Stedwell

Brooke Sharrard

**Closing Date: October 20, 2019**

Description	Seller	
	Debit	Credit
<b>Deposits, Credits, Debits</b>	<b>Debit</b>	<b>Credit</b>
Sale Price of Property		\$145,000.00
Seller Concessions	\$5,000.00	
Home Warranty to American Home Shield	\$500.00	
<b>Prorations</b>	<b>Debit</b>	<b>Credit</b>
City/Town Taxes 1/1/2019 to 10/20/2019 @ \$500.26/Year	\$400.21	
County Taxes 1/1/2019 to 10/20/2019 @ \$236.00/Year	\$188.80	
<b>Payoffs</b>	<b>Debit</b>	<b>Credit</b>
Payoff First Mortgage to Huntington Mortgage	\$123,650.56	
<b>Commissions</b>	<b>Debit</b>	<b>Credit</b>
Real Estate Commission to Lakes and Country Real Estate, Inc.	\$4,350.00	
Real Estate Commission to Lakes and Country Real Estate, Inc.	\$4,350.00	
<b>Title Charges</b>	<b>Debit</b>	<b>Credit</b>
Owner's Coverage	\$1,000.00	
<b>Government Recording and Transfer Charges</b>	<b>Debit</b>	<b>Credit</b>
County Deed Tax/Stamps	\$159.50	
State Deed Tax/Stamps	\$1,087.50	
<b>Total</b>	<b>\$140,686.57</b>	<b>\$145,000.00</b>

**Balance Due to Seller: \$4,313.43**

**Seller:**

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**Robin Stedwell**



**PAYOFF AUTHORIZATION REQUEST**

**1234 Test, Plainwell, MI 49080**

**Seller**

**Buyer**

**Robin Stedwell**

**Brooke Sharrard**

LENDER: \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

LOAN #: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_

BORROWER'S NAME(S):

PROPERTY ADDRESS: 1234 Test, Plainwell, MI 49080

**The above property has been sold:**

\_\_\_\_ On Land Contract

\_\_\_\_ Your mortgage will be paid off

\_\_\_\_ Your mortgage will be assumed. Please forward Assumption Application Package.

**You are hereby authorized to discuss and/or furnish any and all information regarding our loan account referenced above to ProTitle Services, LLC, and to provide the following information:**

\_\_\_\_ Payoff Figures as of \_\_\_\_\_ with a daily rate.

\_\_\_\_ Equity line payoff figures as of \_\_\_\_\_ with a daily rate. Please block the account once the payoff letter is sent. Checks/Cards have been destroyed.

\_\_\_\_ Other: \_\_\_\_\_

**Borrower's Signatures:**

\_\_\_\_\_

SS# \_\_\_\_\_

\_\_\_\_\_

SS# \_\_\_\_\_

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

**\*PLEASE EMAIL THE ABOVE INFORMATION BACK TO OUR OFFICE AT customerservice@protitlmi.com or Fax to (877) 592-6161, Thank you!\***