

FOR SALE BY OWNER KIT

Thank you for choosing Modern Title Group to assist in the sale of your home. This kit is designed to help guide you through the process of selling your property without the services of a real estate agent or attorney.

Please note: While we are here to support you throughout the transaction, **Modern Title Group employees are not permitted to answer legal questions, provide legal advice, or offer guidance on how to complete the real estate forms included in this kit.** For legal advice or questions regarding the completion of these documents, we strongly recommend consulting with an attorney to ensure your interests are properly represented.

Additionally, while this kit supports a "For Sale By Owner" approach, we encourage you to consider working with a licensed real estate agent to help you achieve the best possible results.

This kit includes the following documents:

- Purchase Agreement
- Seller's Disclosure Statement (required under Michigan law)
- Lead-Based Paint Seller's Disclosure (required for residential dwellings built prior to 1978)
- Mortgage Payoff Authorization
- Closing Information and Instruction Sheet

*** The Warranty Deed will be Prepared by Modern Title Prior to Closing

Next Steps:

Once the **Purchase Agreement** has been completed and signed by both Buyer and Seller, please bring it to our office or email it to us at orders@moderntitlegroup.com.

After the title commitment is prepared, a member of our team will contact you to schedule a closing date. To allow adequate time for preparation, all completed documents included in this kit should be submitted to our **escrow department at least 4–5 days before your scheduled closing.**

Please note: If the Buyer is obtaining a new mortgage, the timeline for closing will likely depend on the lender's processing and approval, which may take longer than the preparation of the title commitment on our end.

We appreciate the opportunity to work with you and look forward to helping you through a smooth and successful closing.

Preparing Your Home For a Successful Sale

Potential buyers often form an impression of a home within just a few minutes of walking through the door. As you get ready to list your home, it's helpful to view it through the eyes of a prospective buyer. We've compiled the following tips to help you prepare your home and make the best possible first impression:

General Tips

- A fresh coat of paint is one of the quickest and most cost-effective ways to update your space. Consider repainting key areas like the kitchen, bathrooms, and bedrooms.
- Stick to a neutral color palette when decorating, as it appeals to a wider range of buyers.
- A tidy home feels more spacious—minimize clutter and keep everything clean.
- Limit personal items such as family photos to help buyers envision themselves in the space.
- Keep closets and shelving organized to showcase storage potential.

Kitchen

- Bright and welcoming kitchens sell homes—ensure yours is well-lit and attractive.
- Consider updating window treatments for a clean, modern look.
- Replace worn flooring and fix any loose or cracked tiles on counters and walls.
- Always keep the kitchen tidy—avoid leaving dirty dishes in the sink or on counters.

Bathroom

- Fix any dripping faucets and update outdated fixtures where possible.
- Keep bathrooms spotless—remove stains from toilets, sinks, tubs, and showers.
- Display fresh, neatly hung towels.
- Make sure all drains are running freely without clogs.

Living Areas & Bedrooms

- Repair wall imperfections such as cracks or nail holes.
- Clean windows thoroughly; replace any cracked glass or torn screens.
- Address ceiling stains and signs of past leaks.
- Update worn curtains or bedspreads for a fresh look.
- Clean the fireplace and add fresh logs if you have one.
- Replace any burned-out bulbs and ensure all switches are functioning.
- Vacuum carpets and keep floors clean and polished.

Garage

- Declutter the garage and dispose of anything you won't be moving.
- Make sure the garage door and opener are functioning properly.

Exterior

- First impressions matter—make sure the entry area is clean and inviting.
- Repaint or touch up the front door as needed.
- Keep the lawn mowed and shrubs trimmed.
- Thoughtful landscaping can greatly enhance curb appeal.
- Sweep walkways and driveways.
- Consider painting or refreshing the home's exterior.
- Check the roof and gutters for any needed maintenance.

SOLD! What Happens After a Contract is Accepted

Congratulations—you've found a home, or a buyer has found yours, and both parties have agreed on a price. So what happens between the handshake and the final transfer of ownership? We understand that the home-buying process can feel overwhelming, which is why we've put together this simple overview to help you understand what to expect once the "Sold" sign goes up.

Step One – Earnest Money

Earnest money is a deposit made by the buyer to demonstrate their serious intent to purchase the property. Once the signed agreement is received by the title company, along with the earnest money, the process officially begins. At this stage, the buyer also submits their mortgage application, which typically requires a credit check, appraisal, and sometimes a property survey.

Step Two – Tax Check

Next, the title company determines what property taxes are currently owed. To do this, we contact the appropriate local tax authorities to gather the necessary information.

Step Three – Title Search

The title company conducts a thorough search of public records to gather all documents related to the property. This includes deeds, liens, mortgages, assessments, and any legal matters such as probate, divorce, or bankruptcy that may affect ownership.

Step Four – Title Examination

Using the information gathered during the title search, the title company verifies the legal owner of the property and identifies any outstanding debts or claims that must be resolved before the sale can proceed.

Step Five – Document Preparation

At this stage, all necessary documents are prepared for the transfer of ownership and settlement. These include the deed, closing disclosures, and any other paperwork required to finalize the transaction.

Step Six – Settlement (Closing Day!)

An escrow officer oversees the closing process. The seller signs the deed, the buyer signs the mortgage documents, and the buyer's new loan is finalized. Existing loans are paid off, funds are distributed to the appropriate parties—including real estate agents, attorneys, surveyors, and the title company—and the transaction is officially complete. After closing, title insurance policies are issued to both the buyer and their lender for added peace of mind.

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 Purchaser's 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 receipt 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 _____

Witness

Purchaser's Res _____ Address _____

Telephones Work _____

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 _____

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 _____

Witness SELLER X _____

Seller's Res _____ Address _____

Telephones Work _____

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 _____

Witness Seller X _____

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 _____

Witness Purchaser X _____

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 This form is provided as a service of the Modern Title Group. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Modern Title Group 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: _____ MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

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

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

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____					
Disposal	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
TV antenna, TV rotor controls	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
					Septic tank & drainfield	_____	_____	_____	_____
Electric system	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Alarm System	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Pool heater, wall liner	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
& equipment	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____					
Ceiling fan	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

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:

- Basement/Crawlspace:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof:** Leaks? yes _____ no _____
Approximate age if known: _____
- 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: _____

BUYER'S INITIALS _____
SELLER'S INITIALS _____

Seller's Disclosure Statement

Property Address: _____

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

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

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

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28,732 IS AVAILABLE TO THE PUBLIC BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

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

Seller _____ Date: _____

Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time _____

Buyer _____ Date: _____ Time _____

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

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

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

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

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

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**SELLER'S ACKNOWLEDGMENT OF WAIVER OF
LEAD-BASED PAINT DISCLOSURE**

Seller(s) represent(s) and warrant(s) that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)

Date: _____



2350 Green Rd, Suite 100-B, Ann Arbor, MI 48105 | p: (734) 669-3100 | f: (877) 617-2499

PAYOFF AUTHORIZATION FORM

MORTGAGE SERVICER: _____
ACCOUNT NUMBER: _____
LENDER PHONE #: _____
BORROWER/OWNER(S): _____
PROPERTY ADDRESS: _____
GOOD THROUGH: _____

You are hereby authorized to furnish to Modern Title Group a mortgage payoff statement on the above captioned mortgage. You are also authorized to release additional information and update the mortgage payoff statement, if necessary.

If this is a line of credit account, please take this authorization as notice to close and freeze my account. All checks and/or credit cards affiliated with the account will be either destroyed or returned to you.

Please fax the mortgage payoff statement to Payoff Department of Modern Title Group at 877 617-2499.

Sincerely,

_____ Owner Signature	_____ Date	_____ Last 4 SSN
_____ Owner Signature	_____ Date	_____ Last 4 SSN

**Attached is a copy of a purchase agreement.*Property Address: _____
(Include City/Township if known)

1. Seller: _____

Seller's Address: _____
(Include City/Township, State and Zip code)

Phone Number: (____) _____ E-mail: _____

Social Security Numbers: _____
(Seller #1) (Seller #2)Marital Status: ☐ Married ☐ Single ☐ Divorced/Separated ☐ WidowedIs Seller: ☐ Trust ☐ Deceased ☐ Company/LLC ☐ Partnership

2. Buyer: _____

Buyer's Address: _____
(Include City/Township, State and Zip code)

Phone Number: (____) _____ E-mail: _____

Marital Status: ☐ Married ☐ SingleIs Buyer: ☐ Trust ☐ Company/LLC ☐ Partnership

3. Mortgage Sales only-

Lender: _____

Lender's Address: _____
(Include City/Township, State and Zip code)

Contact Person: _____ Phone Number: (____) _____

4. Earnest money deposit & commission information-

Buyer's Deposit: \$ _____ Held By: _____

Total commission (____%) \$ _____

Commission disbursement: _____% to _____
(Listing Real Estate Agency)_____ % to _____
(Selling Real Estate Agency)

Listing Agent: _____

(Listing Real Estate Agency Address) (____) _____
Phone Number

Selling Agent: _____

(Selling Real Estate Agency Address) (____) _____
Phone Number

5. Deliver Closing Packages to:

☐ Listing Broker☐ Selling Broker☐ Seller/Seller's Attorney☐ Purchaser/Purchaser's Attorney

Seller's Attorney: _____ Buyer's Attorney: _____

Address: _____ Address: _____

Phone: (____) _____ Phone: (____) _____

Other Instructions: _____

Applicant: _____

Signature: _____

Phone Number: (____) _____

Date: _____