



FOR SALE BY OWNER PACKET

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Dear Homeowner,

River West Title is a locally owned company with a network of offices located throughout Michigan and Wisconsin. Experience, skill, and innovative practices have been combined to provide you with the highest level of service you can expect. We have successfully managed thousands of real estate transactions in the area. We would like the opportunity to serve you.

Real Estate Sales Professionals are always your “best bet” for securing an accurate market price for your home. In addition, their expertise in coordinating the sale of your property can be invaluable. However, if you have already made the decision to sell on your own, allow River West Title to make the challenge a little easier for you.

The enclosed documentation will get you started and is for informational purposes only. Any other documents that you may need may be provided at your request, or we can help you find them. This information is not meant to serve as legal, financial, or real estate advice; River West Title recommends consulting with a licensed professional in those fields of service for such advice.

Please be sure to check with your local and county taxing units as they may require certain items upon the sale of your property. i.e. change of ownership forms, fees, inspections, and things of that nature. Some units may charge fines or penalties if you do not meet their requirements prior to or at the time of sale. Additionally, not having completed their requirements may cause a delay in the closing.

- We will provide you with a Commitment for Title Insurance.
- We will prepare closing documents needed to complete your transaction at one of our offices.
- Our settlement department is experienced in mortgage, cash, new construction, and land contract closings.
- You have your choice of national underwriters that are partnered with Lighthouse, and peace of mind with their reputation.

To locate an office near you please visit our web page at www.RiverWestTitle.com. You can also scan the code below and it will take you directly our website.

We look forward to working with you.

Sincerely,

River West Title Agency
rwclosing@riverwesttitle.com
(616) 226-4700
4301 Canal Ave
Grandville, MI 49418





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 River West 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 River West 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 ____

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 AGENCY 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 _____

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



River West Title Agency, LLC

www.RiverWestTitle.com

(616) 226-4700

ESCROW AGREEMENT – EARNEST MONEY

File No. _____

_____, ("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 River West 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 joint 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: River West Title. _____



PAYOFF AUTHORIZATION

The undersigned do hereby authorize you to release information about my loan to River West 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 YOU 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 IMMEDIATE SUSPENSION OF SAID LOAN SUCH THAT THERE SHALL BE NO FURTHER DISBURSEMENT OF FUNDS FOR OR ON ACCOUNT OF BORROWER(S).**

Please fax payoff to River West Title at _____.
If you have any questions or need anything further please call River West Title at _____.

Borrower Signature

Date

Co-Borrower Signature

Date