



WELCOME!

FOR SALE
BY OWNER
Assistance Package
from Abstract Title Agency



**Benefits offered by
Abstract Title Agency to
Home Sellers Include:**

- FREE Attorney Review of Completed Documents for Legal Accuracy
- Attorney Available at Discounted Rate at Sellers Direction
- Qualified Sale Related Referrals Available
- Online Services Available 24-Hours-A-Day at www.abstracttitleagency.com

Abstract Title Agency

8200 Old 13 Mile Road
Suite 101

Warren, MI 48093

Phone: 586-751-4500

Fax: 586-751-4501

www.abstracttitleagency.com

****WELCOME****



8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
Phone (586) 751-4500
Fax (586) 751-4501

****For Sale By Owner****
****Assistance Package****

**These benefits are unmatched by any other title agency
or real estate transaction services provider:**

*** Qualified Mortgage and Appraisal Referrals Available**

8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
Phone (586) 751-4500
Fax (586) 751-4501

PURCHASE AGREEMENT

Date: _____

Seller: _____

(Print full legal names of all Sellers – indicate marital status i.e. husband and wife, a single man, a single woman, etc.)

Buyer: _____

(Print full legal names of all Buyers – indicate marital status i.e. husband and wife, a single man, a single woman, etc.)

PROPERTY DESCRIPTION: Buyer agrees to buy from Seller the property located at:

City/Township of _____, _____ County, Michigan, and also described as:

subject to all existing restrictions, easements, right-of-way and zoning laws affecting the use of the property. The property includes all buildings; subsurface rights owned by Seller; TV antenna, satellite dish and any accessories and complete rotor equipment; carpet, except area rugs; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screen and storm windows and doors; stationary laundry tubs; water pressure tank; built-in kitchen appliances including garbage disposal; fireplace doors, screens, grates and gas logs; mechanical door openers and controls; security systems; awnings, mail box, all plantings; pool equipment, storage shed(s), fence(s), and _____

SALES PRICE _____ Dollars (\$ _____)

METHOD OF PAYMENT: All moneys must be paid in form of certified funds. The sale will be completed by the following method indicated as marked below (others do not apply): **CHECK ONE BELOW THAT APPLIES TO THIS TRANSACTION & FILL IN WHERE APPLICABLE**

- () **CASH** Buyer will pay the sale price in cash upon Seller’s delivery of a warranty deed conveying marketable title at closing.
- () **NEW MORTGAGE** This contract is contingent on Buyer’s ability to obtain a _____ mortgage loan in the amount of \$ _____ (FILL IN MORTGAGE AMOUNT THAT BUYER INTENDS TO APPLY FOR). Buyer will apply for the loan within 5 days after Seller’s acceptance. If Buyer fails to deliver to Seller written evidence of unconditional mortgage approval meeting the terms set forth above on or before 5:00pm, _____ (USE DATE 3-3 ½ WEEKS FROM THE DATE OF THIS AGREEMENT), Seller, at Seller’s option, may terminate this Agreement. The sale will be completed upon Seller’s signing of a warranty deed conveying marketable title at closing. The bank appraisal must meet or exceed the sale price.
- () **LAND CONTRACT** Buyer will pay \$ _____ down and pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing. Taxes and Insurance (CHECK ONE OF THE FOLLOWING) _____ will be collected in the additional amount of \$ _____ with each monthly payment OR _____ will not be collected with the monthly – Buyer will be responsible for paying taxes and insurance directly and will provide proof of payment of same upon request from the Seller during the term of the land contract. A Late Fee of \$ _____ will be applied to the Buyer’s account if payment is more than 15 days late for any monthly payment.
- () **MORTGAGE ASSUMPTION OR LAND CONTRACT ASSIGNMENT** If the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$ _____ upon delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow for the payment of taxes and insurance.

DUE ON SALE (IF IT APPLIES) Seller understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

TITLE EVIDENCE AND OBJECTIONS: As evidence of marketable title, Seller will provide, without expense to Buyer, an **Abstract Title Agency** OWNERS POLICY of title insurance, including a policy commitment prior to closing, in the amount of the sales price. If closing is delayed by reasons of: (1) delays in title work, or (2) by title defects which can be readily corrected, THEN an extension of 30 days shall be allowed for closing to clear title problems, unless otherwise agreed in writing between Buyer and Seller. Buyer and Seller agree and acknowledge that **in signing this agreement, they are requesting the title insurance to be ordered from Abstract Title Agency.**

TAXES FOR PURPOSES OF THIS AGREEMENT: Real estate taxes shall be prorated as indicated by “X” below. (CHOOSE ONE METHOD)
_____ **ADVANCE/FISCAL YEAR PRORATION METHOD.** Taxes to be prorated and adjusted as of the date of closing, in accordance with the main fiscal date coverage (i.e. January 1 – December 31 or December 1 – November 30 or July 1 – June 30, etc. applied to the entire billing) basis of the municipality or taxing unit in which the property is located, on a 365 day basis, treating the taxes as paid in ADVANCE. Amount to be estimated using the most recent tax bill(s).
_____ **OTHER** _____

PRORATED ITEMS: Interest, rents, association fees, heating fuel, if any, will be prorated to the date of closing. Additional items: _____

SELLER DISCLOSURE STATEMENT:
_____ **Buyer(s) & Seller(s) have signed the Sellers disclosure statement and a copy is attached.**
_____ **Seller(s) to have a Sellers disclosure statement personally delivered to buyer within _____ days after this agreement becomes binding.** The Buyer shall have the right to terminate this agreement if the disclosure statement is not acceptable to the Buyer by giving Seller written notice within 72 hours thereafter.

CLOSING DATE: Buyer and Seller can close the sale within five (5) days after all necessary documents are ready but no later than _____ (INSERT DATE), 20____. All risks of loss with respect to the property shall remain with Seller until the closing, signing and delivery of deed to Buyer.

OCCUPANCY: Seller will give occupancy as follows:
() Immediately after closing.
() _____ days after closing by 11:59 p.m. From the date of closing to the date of vacating, Seller will pay Buyer \$ _____ per day as an occupancy charge. Seller is liable to Buyer for damage caused by seller to the property after closing and before vacating. Seller to pay all utilities until occupancy is made available to the Buyer. Seller to pay for insurance on personal contents after closing, but while still occupying, if desired.

Buyer initials _____/_____/_____
Seller initials _____/_____/_____

PURCHASE AGREEMENT

PROPERTY INSPECTION: Buyer acknowledges and agrees that: (check one)

_____ Buyer reserves the right to have the Property inspected. Buyer may contact a qualified inspector of Buyer's choice to obtain any inspections, including, but not limited to structural, mechanical, lead paint, or environmental inspections, which Buyer deems desirable. All inspections shall be made within _____ (Example: 10 days) days after acceptance of this contract days thereafter. Inspections are to be made at BUYER'S expense with inspectors selected by Buyer.

If buyer does not deliver a written statement specifying those items shown in the inspection report which are unacceptable to Buyer by 8:00 p.m. _____ (Suggestion: 11 days after the acceptance of this contract – write in actual date), the property shall be deemed to be acceptable to Buyer and the Buyer deemed to be buying the property in "AS IS" condition and this inspection is no longer a contingency of this contract.

_____ Buyers hereby waive all inspections, relies solely upon the buyer's examination of the property and releases seller from any and all liability relating to any defect or deficiency affecting the property and acknowledge they are buying the property in "AS IS" condition. This waiver shall survive the closing. Inspections required by FHA, VA or buyer's lender do not necessarily eliminate the need for other inspections.

Buyer further agrees that Buyer is not relying on any representation or statement made by Seller regarding any aspect of the premises of 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.

UTILITY BILLS: Seller is responsible for all water/sewage and other utility bills up to the date possession is surrendered.

DEPOSIT: Buyer deposits \$ _____ in the form of _____ showing good faith. This money, which will be applied to the sales price, will be deposited with _____ (the seller) OR _____ (*Abstract Title Agency*). If the conditions/contingencies in this contract cannot be met, Seller will refund the deposit or authorize Metropolitan to refund the deposit. The transaction is subject to an Escrow Agreement executed between the parties. Upon refund of the earnest money deposit, the parties agree that they will execute a Mutual Release of Buy & Sell Agreement, releasing each party from this contract and noting the amount and the party that the earnest money deposit is going to. The parties further agree that upon the return of the earnest money deposit, this agreement will be terminated and the Seller is free to market and sell the property to any other buyer.

BINDING AGREEMENT: Buyer and Seller agree that this offer when signed by both Buyer and Seller does constitute a legal binding agreement.

DEFAULT: If Buyer defaults, Seller may enforce this contract or may cancel the contract and keep the deposit. If Seller defaults, Buyer may enforce this contract or may demand and receive a refund of the deposit in full termination of this agreement.

HEIRS AND SUCCESSORS: This contract binds, Buyer, Seller, their personal representatives and heirs and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

STATE AND COUNTY REAL ESTATE TRANSFER TAX: The Seller will be charged at closing for the county real estate transfer tax/revenue stamps (\$1.10 per \$1,000.00 or increment thereof of Sale Price) and the state real estate transfer tax (\$7.50 per \$1,000.00 or increment thereof of Sale Price) at the time of closing (if any transfer taxes apply to this transaction) and in addition to any other closing costs.

OTHER CONDITIONS:

ENTIRE AGREEMENT: Time is of the essence. Buyer and Seller agree that this agreement constitutes the entire understanding and agreement between the parties and that there are no other agreements, written or oral and that they have reviewed it. This Agreement may be modified ONLY in writing signed by all parties. **IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE YOU SIGN BELOW.**

BUYER(S) SIGNATURE(S) (AS NAMES ARE TO APPEAR ON TITLE). Buyer has received a copy of this contract.

Signature: _____ Date: _____

Print Name: _____ Home Phone: _____ Work Phone: _____

Buyers Address: _____

Signature: _____ Date: _____

Print Name: _____ Home Phone: _____ Work Phone: _____

Buyers Address: _____

SELLER(S) ACCEPTANCE: _____ Seller accepts this contract (as written). OR _____ Seller's have signed below, but this agreement is subject to AN ADDENDUM TO THIS PURCHASE AGREEMENT, ATTACHED AND MADE A PART OF THIS AGREEMENT.

SELLER(S) SIGNATURE(S):

Signature: _____ Date: _____

Print Name: _____ Home Phone: _____ Work Phone: _____

Sellers Address: _____

Signature: _____ Date: _____

Print Name: _____ Home Phone: _____ Work Phone: _____

Sellers Address: _____

DISCLAIMER: This purchase agreement is provided as a service of *Abstract Title Agency*. All parties should review both the form and specific content to ensure that each section is correct and appropriate for the transaction. *Abstract Title Agency* is **not** responsible for alterations or additions to this document, for any error regarding the terms of the transaction based upon information supplied by the parties, for misrepresentations made by any party, or for warranties made by any party in connection with the transaction.

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

Property Address:

Street: _____

City / Village / 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 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 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	_____	_____	_____	_____

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

Trash compactor	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____
Washer	_____	_____	_____	_____
Dryer	_____	_____	_____	_____
Lawn sprinkler system	_____	_____	_____	_____
Water heater	_____	_____	_____	_____
Plumbing system	_____	_____	_____	_____
Water softener/ conditioner	_____	_____	_____	_____
Well & pump	_____	_____	_____	_____
Septic tank & drain field	_____	_____	_____	_____
Sump pump	_____	_____	_____	_____
City Water System	_____	_____	_____	_____
Central air conditioning	_____	_____	_____	_____
Central heating system	_____	_____	_____	_____
Wall furnace	_____	_____	_____	_____
Humidifier	_____	_____	_____	_____
Electronic air filter	_____	_____	_____	_____
Solar heating system	_____	_____	_____	_____
Fireplace & chimney	_____	_____	_____	_____
Wood burning system	_____	_____	_____	_____

Explanations (attach additional sheets if necessary):

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

Property conditions, improvements & additional information:

1. **Basement/crawl space:** Has there been evidence of water? yes ___ no ___ If yes, please explain:

2. **Insulation:** Describe, if known
Urea Formaldehyde Foam Insulation (UFFI) is installed?
unknown ___ yes ___ no ___
3. **Roof:** Leaks? yes ___ no ___
Approximate age if known _____

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

4. **Well:** Type of well (depth/diameter, age, and repair history, if known) _____
Has the water been tested? yes ___ no ___
If yes, date of last report/results: _____
5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating System:** Type/approximate age: _____
7. **Plumbing system:** Type: copper ___ galvanized ___ other ___ Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of infestation, if any:** (termites, carpenter ants, etc.) _____
10. **Environmental Problems:** Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel, or chemical storage tanks and contaminated soil on the property.
unknown ___ yes ___ no ___
If yes, please explain: _____
11. **Flood insurance:** Do you have flood insurance on the property?
unknown ___ yes ___ no ___
12. **Mineral rights:** Do you own the mineral rights?
unknown ___ yes ___ no ___

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with 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 ___

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

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 (insert date) ____/____/____ to (insert date) ____/____/____. The seller has owned the property since (insert 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.

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 THAT 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: _____

**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 (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 USC 4852d 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



8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
(586) 751-4500 Fax (586) 751-4501

Escrow Agreement

Deposited with Abstract Title Agency (the "Escrowee") herewith is a copy of a Purchase Agreement dated _____ between _____ (the "Purchase rs") and _____ (the "Sellers") for property at _____, and an earnest money deposit check in the amount of _____ (the "Deposit").

The Purchase Agreement is delivered for Escrowee's information, and the Deposit is being delivered to be held by Escrowee in escrow for delivery under the following terms and conditions:

1. Escrowee is authorized and directed to release the Deposit to the Sellers at the closing of the transaction contemplated under the Purchase Agreement;
2. Escrowee is also authorized and directed to release the Deposit in accordance with any written instructions signed by Sellers and Purchasers, it being understood and agreed that such written instruction shall clearly indicate the payee, method of delivery and amount; or
3. In the event of a dispute as to the disposition of the Deposit, Escrowee may refuse to deliver funds. Escrowee is also authorized and may file an interpleader action as provided by law. Upon depositing the Deposit with the court, Escrowee shall be released from any further liability under this Agreement. It is understood and agreed that should Escrowee file an interpleader action Escrowee may charge the Deposit money for attorney's fees and court costs.

Upon making such delivery, and performance of any other services included above, Escrowee will thereupon be released and acquitted from any further liability concerning the Deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this Deposit, Escrowee is in no way guaranteeing the sufficiency of the Deposit, and Escrowee shall incur no liability for the failure of any financial institution used by it as an escrow depository. Escrowee shall not be responsible for the payment of any interest on the escrowed funds unless directions to invest are accepted in writing by Escrowee.

In the event of an interpleader action or other litigation affecting its duties relating to this Deposit, Seller and Purchaser jointly and severally agree to reimburse Escrowee for any reasonable expenses incurred, including attorney fees.

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

PURCHASERS:

Date: _____

SELLERS:

Date: _____

Abstract Title Agency

By: _____

Its: _____



8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
(586) 751-4500 Fax (586) 751-4501

PAYOFF AUTHORIZATION

TO: Abstract Title Agency

FROM: SELLER (INSERT NAME): _____

DATE: _____

RE: AUTHORIZATION TO OBTAIN MORTGAGE PAYOFF INFORMATION

The purpose of this memorandum is to give Abstract Title Agency authorization to obtain mortgage payoff information on the property listed below. The reason that this mortgage is being paid in full is that the property is being sold.

Name of Current Mortgage Services: _____

Address of Mortgage Service:

Loan Number: _____

Subject Property: _____

Seller Signature: _____ Social Security No:* _____

Seller Signature: _____ Social Security No:* _____

Note: this memorandum is to be filled out by the Seller. This information will allow Abstract Title agency. To obtain accurate mortgage information to pay off the sellers' existing mortgage. If you have any questions please feel free to contact Abstract Title Agency. (586) 751-4500

** Social Security Numbers are used for the purpose of verifying the Seller identification as a way of protecting the security of mortgage information. These social security numbers will remain confidential and will not ever be released to outside parties.*



8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
(586) 751-4500 Fax (586) 751-4501

✓ HOME OWNERS CHECK LIST

Preparing Your Home For Sale!

LANDSCAPING

- _____ lawn in good condition
- _____ lawn free of weeds
- _____ walkway edged
- _____ trees and shrubs
(trimmed / leaves raked)
- _____ fences secure

EXTERIOR OF HOUSE

- _____ recently painted
- _____ gutters clean
- _____ exterior lights operating
- _____ doorbell working
- _____ driveway & walkway free of cracks
- _____ patio, deck & porch
- _____ roof/chimney in good shape
- _____ clean windows

GARAGE

- _____ excess items removed
- _____ floor swept & clean
- _____ tools stored neatly
- _____ oil spots removed
- _____ door(s) operating
- _____ windows
- _____ electric door opener working

ENTRY WAY

- _____ front door painted
- _____ hardware operating
- _____ floor cleaned/rugs clean
- _____ curtains/windows clean
- _____ closet clean
- _____ ceiling, wallpaper & walls
- _____ welcoming flowers or plant
- _____ fresh sent

LIVING ROOM

- _____ walls & ceiling
- _____ woodwork finished
- _____ windows washed
- _____ curtains or blinds
- _____ floor
- _____ carpet
- _____ furniture
- _____ lots of open space, no clutter

DINING ROOM

- _____ walls & ceiling
- _____ floor clean
- _____ woodwork
- _____ windows, blinds & curtains clean

KITCHEN

- _____ sink free of stains & cracks
- _____ dishes put away
- _____ faucets not dripping
- _____ pantry & cabinets neat
- _____ appliances clean & working

FAMILY ROOM

- _____ woodwork
- _____ walls
- _____ windows
- _____ curtains/blinds
- _____ floor
- _____ carpet
- _____ furniture

BEDROOMS

- _____ walls/ceiling
- _____ woodwork
- _____ windows
- _____ curtains/blinds
- _____ floors/carpets clean
- _____ beds made
- _____ toys picked up – closets neat

BATHROOM(S)

- _____ floor mopped/rugs clean
- _____ sink & counter clean
- _____ bathtub clean
- _____ faucets free of dripping
- _____ grout free of mold/mildew
- _____ mirror clean
- _____ empty garbage close lid
- _____ toilet seat and lid down

BASEMENT

- _____ floor
- _____ walls
- _____ no evidence of water
- _____ no musty odors
- _____ drains cleared
- _____ furnace clean – new filter
- _____ laundry area clear
- _____ no cobwebs
- _____ no mold

LAUNDRY ROOM

- _____ walls & ceiling
- _____ floor clean & swept
- _____ washer/dryer wiped down
- _____ laundry put away



8200 Old 13 Mile Rd., Suite 101
Warren, MI 48093
(586) 751-4500 Fax (586) 751-4501

Don't Forget The Utilities!

At the time of vacating the property after the closing, we would like to remind you that utility accounts must be transferred. We recommend that the Seller(s) call the gas and electric companies to request a final reading. Please specify that you do not want a shut-off. The purchasers should immediately contact the gas and electric companies to have the service put in their names.

Gas / Electric

Detroit Edison:

The number for Macomb, Oakland, St. Clair and Wayne Counties
1-800-477-4747

Consumers Energy

The number for Macomb, Oakland and Wayne Counties
1-800-477-5050

Michcon

The number for Macomb, Oakland and Wayne Counties
1-800-287-0600

Semco

The number for Macomb County
1-800-624-2019

Telephone

Ameritech-Customer Service
(Any area code) 221-4900

GTE of Michigan-Customer Service
1-800-343-5244

Water

It is the Seller's responsibility to obtain a final water bill from your local municipality at the time of vacating.

Mail Service

Notify the post office and all correspondents of your change of address. The post office can provide a change of address kit for you.

Door Locks

We recommend that the new owners change all the locks on all the outside doors.

Driver's License

You may wish to change the address on your drivers license by visiting a secretary of State office and obtain a new voter registration card also.

Tax Rolls

It is the Purchaser's responsibility to inform their new city or township within 45 days of a change of ownership. You may also be asked to bring a copy of the Warranty Deed to the Treasurer's office, so it is a good idea to call before you go.