

PURCHASE AGREEMENT

PROPERTY DESCRIPTION

The undersigned (herein "Buyer") hereby offers to purchase from the owner (herein "Seller") the real estate located at

Street Address _____

in the City/Township/Village of _____, County of _____,
State of Michigan, and legally described as: _____

The property includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, 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), venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, and: _____

PURCHASE PRICE

Buyer agrees to pay the sum of \$ _____ in consideration for which Seller will provide a Warranty Deed subject to all existing restrictions, easements, right-of-way and zoning laws affecting the use of the property.

CLOSING DATE

Closing to occur on or before _____, unless otherwise agreed upon in writing by Buyer(s) and Seller(s).
mm/dd/yy

METHOD OF PAYMENT: A, B, C

- A: CASH SALE:** The purchase price shall be paid in its entirety in cash at the time of closing the sale.
PAYMENTS ON CASH SALE TRANSACTIONS MUST BE MADE VIA WIRE TRANSFER
- B: CASH SALE WITH NEW MORTGAGE:** The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a first mortgage loan within _____ days after the acceptance of this offer by Seller in the amount of \$ _____, payable in not less than _____ monthly installments, including interest at a rate not to exceed _____% financing. If such financing cannot be obtained within the time specified above then either Purchaser or Seller may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.
- C: OTHER FINANCING:** _____

EARNEST MONEY DEPOSIT

As earnest money Buyer deposits \$ _____ with the Seller or Abstract Title Agency which shall be held in accordance with the laws of the State of Michigan and applied to the purchase price at the time of closing the sale. These funds shall be disbursed ONLY in accordance with either: (a) the terms hereof; (b) a fully executed mutual release; or (c) until a civil action has determined to whom the deposit must be paid. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Buyer.

POSSESSION OF THE PROPERTY

- Immediately after closing.
- Within _____ 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. Abstract Title Agency shall retain from the amount due to the Seller(s) at closing the sum of \$ _____ as security for said occupancy charge paying to the Buyer(s) the amount due him and returning to the Seller(s) the unused portion as determined by date property is vacated and keys surrendered to Buyer(s).

TITLE TO THE PROPERTY

As evidence of marketable title, Seller(s) will provide, without expense to Buyer(s), at the time of closing, an expanded or extended Owner’s Policy of Title Insurance such as the Eagle (First American)/Homeowner’s (Fidelity) Policy to give Buyer(s) additional protection and coverage, including a policy commitment prior to closing, in an amount not less than the purchase price. If closing is delayed by reasons of: (1) delays in title work, or (2) by title defects which can be corrected, then an extension of 30 days shall be allowed for closing to clear title problems, unless otherwise agreed in writing between Buyer(s) and Seller(s). **Buyer(s) and Seller(s) agree and acknowledge that in signing this agreement, they are requesting the title insurance to be ordered from Abstract Title Agency.**

SEWER AND WATER CHARGES

Seller agrees to pay for all sewer and water charges to date of closing. Abstract Title Agency shall retain from amount due to Seller at closing \$300.00, or more if needed for final water and sewer charges. If a water escrow is not held then a Water Escrow Waiver will signed at closing.

REAL ESTATE TAXES, ASSESSMENTS, AND ADJUSTMENTS

Seller will pay all prior years’ real estate taxes, special assessments and condominium/homeowners association assessments. The current year’s real estate taxes, assessments and dues shall be prorated through the date of closing the sale as though they are paid in advance based on the due dates of July 1st for Summer Taxes and December 1st for Winter Taxes. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser.

STATE AND COUNTY REAL ESTATE TRANSFER TAX

The Seller(s) 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 costs to convey title Buyer shall pay all costs for recording the Warranty Deed.

RISK OF LOSS

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser’s option and in the event Purchaser elects to void this agreement the earnest money deposited shall be promptly refunded.

GENERAL CONDITIONS

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. Buyer shall not assign this contract without Seller’s prior written permission. This agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

OTHER/SPECIAL CONDITIONS

SEE ATTACHED ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

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.

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.

This is a legal and binding document, and both the Buyer(s) and Seller(s) acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial advisor.

****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):
PLEASE PRINT AS NAMES ARE TO APPEAR ON TITLE

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Buyers Address: _____

Email: _____

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Buyers Address: _____

Email: _____

SELLER(S) ACCEPTANCE AND SIGNATURE(S):

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Current Address: _____

Email: _____

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Sellers Address: _____

Email: _____

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



Escrow Agreement

Deposited with Abstract Title Agency (the "Escrowee") herewith is a copy of a Purchase Agreement dated _____ between _____ (the "Purchasers") 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: _____



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.*