



## FOR SALE BY OWNER KIT

The purpose of this package is to assist you in the sale of your own home without the services of an attorney or a realtor. Please understand that the employees of Modern Title Group are not permitted to answer legal questions, give legal advice or answer questions on how to fill out the real property forms included in this kit. We at Modern Title Group recommend that you obtain the advice of an attorney to represent your interest. We at Modern Title Group also recommend that you use the services of a realtor to obtain the highest price possible for your property.

Included in this package are the following:

- Purchase Agreement
- Warranty Deed
- Seller's Disclosure Statement required under Michigan Law
- Mortgage Information
- Mortgage Payoff Authorization
- Closing Information and Instruction Sheet

After you have completed the Purchase Agreement and both the Buyer and Seller executed it, you will want to bring it in to our office, or contact us at [orders@moderntitlegroup.com](mailto:orders@moderntitlegroup.com).

Once the title commitment is completed we will call you so that you may schedule a closing date. The escrow department will need each of the above described documents included in this kit completely filled out and delivered to the escrow department at least 4 to 5 days before a closing to prepare the closing documentation. However, if the Buyer is obtaining a new mortgage the time for closing will in all likelihood be determined by the Buyer's Lender. It will probably take them longer to approve the mortgage than it will take Modern Title Group to prepare the commitment for title insurance.

We look forward to doing business with you,

Modern Title Group



## Tips for selling your home

Potential buyers usually decide within minutes whether or not a home is right for them. As you prepare your home to go on the market, try to view it through the eyes of a buyer. We have provided some tips below to assist you in preparing to sell your home.

### General

- A fresh coat of paint is fast, easy and affordable – consider repainting the kitchen, bathrooms, bedrooms and other areas
- Use a neutral color scheme when making any decorating choices
- Neatness makes a home look bigger; avoid clutter
- Avoid too many personal items, such as family photos
- Cleanliness counts
- Make sure all closets and shelving units are straightened

### Kitchen

- Make sure it is bright and attractive
- Consider new window treatments
- If the flooring is badly worn, replace it
- Replace any loose or cracked tiles on counters and walls
- Avoid leaving dirty dishes in the kitchen's sink or on the counters
- Clean and uncluttered counters add a sense of spaciousness

### Bathroom

- Repair any dripping faucets
- Always hang fresh, clean towels in the bathrooms
- Remove any stains from toilets, sinks, bathtubs and showers
- Clean this room every morning
- Updating old fixtures can make a big difference
- Unclog sinks, bathtubs or showers that drain slowly

### Living Areas/Bedroom

- Make sure wall surfaces are in good shape – repair all cracks and nail holes
- Make sure the windows are in good condition; replace cracked or broken glass/torn screens and wash the windows
- Also, make sure windows open and close smoothly
- Check ceilings for leak stains
- Replace faded curtains or bedspreads
- If you have a fireplace, clean it out and put in fresh logs
- Replace burned-out light bulbs and make sure light switches work
- Clean floors and vacuum rugs and carpeting
- Fix any doors or sliding glass doors that stick
- Keep toys inside children's rooms in orderly fashion

Tips for selling your home continued

Garage

- Clean out your garage
- Dispose of anything you are not going to move
- Make sure the garage door opener is in good working condition

Contact us for more information on the home selling process and to learn more about our company.

Email: [orders@moderntitlegroup.com](mailto:orders@moderntitlegroup.com)

Phone: (734) 669-3100

Outside

- Make sure the front door and entry area are clean
- Repaint the front door if necessary
- Keep the lawn and shrubs trimmed and neat looking
- The proper landscaping can add an attractive and inviting touch
- Sweep walkways and driveways
- Consider painting or touching up your house
- Check the roof and gutters



## Sold – What happens after a contract is accepted

You've found a house or a buyer has found yours and everyone has agreed on a price. So what happens between now and the time it becomes legally owned by you or another party? We understand the home-buying process can be a little confusing. So we've put together this information to help you better understand what happens after the sold sign is posted.

### Step One – Earnest Money

Earnest money is a deposit made by the purchaser as a sign of good intent to purchase the property. An agreement to convey (or transfer the title) starts the process once it is received at the title company along with the earnest money. Loan application is made by the buyer, and approval is usually subject to a credit check, an appraisal and, sometimes, a survey of the property.

### Step Two – Tax Check

The title company then determines what taxes are owed on the property. The various assessor-collectors are contacted by the title company.

### Step Three – Title Search

Copies of documents are gathered from various public records: deeds, deeds of trust, various assessments and matters of probate, heirship, divorce, and bankruptcy are addressed.

### Step Four – Examination

The title company now verifies the legal owner and the debts owed by the owner.

### Step Five – Document Preparation

Appropriate forms are prepared for the transfer of title and settlement, or the formal transfer of ownership (commonly referred to as the closing).

### Step Six – Settlement

An escrow officer oversees the closing of the transaction: the seller signs the deed, the buyer signs a new mortgage, the old loan is paid off and the new loan established. The seller, real estate professionals, attorneys, surveyors, title company and others performing services for the buyer and seller are paid. Additionally, title insurance policies will then be issued to you and your lender.

Contact us for more information on the home-buying process and to learn more about our company.

Email: [orders@moderntitlegroup.com](mailto:orders@moderntitlegroup.com)

Phone: (734) 669-3100

# REAL ESTATE PURCHASE AGREEMENT

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

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

Tax ID Number:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Purchaser requests survey. ☐ New. ☐ Recertified.

☐ Existing; to be provided by ☐ Purchaser ☐ Seller.

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

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

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

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

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

20. **RADON.** Property **has/has not** (circle one) been tested for radon. Purchaser requests test at his cost.

☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

24. **ARBITRATION.**

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

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

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

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

The Listing Licensee is working as:

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

The Selling Licensee is working as a:

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

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

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

26. **PERC TEST:** The Broker recommends Purchaser have a Perc test done prior to closing.

\_\_\_\_\_Purchaser waives Perc test. \_\_\_\_\_Purchaser request Perc test to be done prior to closing at Purchaser's expense.

**27. VACANT LAND PURCHASE:**

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

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

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

☐ is residential property built prior to 1978. If so please

A. Initial below:

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

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

B. Check One:

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

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

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

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

Witness

Purchaser's Res \_\_\_\_\_ Address \_\_\_\_\_

Telephones Work \_\_\_\_\_

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**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

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

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

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**ACCEPTANCE OF OFFER**

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



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

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

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

Seller's Res \_\_\_\_\_ Address \_\_\_\_\_

Telephones Work \_\_\_\_\_

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### COUNTER-OFFER

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

OTHER TERMS: All other terms to remain the same.

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

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

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

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

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### PURCHASER'S ACCEPTANCE OF COUNTER OFFER

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

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

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

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

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

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

**DISCLAIMER** This form is provided as a service of the Modern Title Group. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Modern Title Group is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

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

1. Seller: \_\_\_\_\_

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

Phone Number: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

2. Buyer: \_\_\_\_\_

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

Phone Number: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

3. Mortgage Sales only-

Lender: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

4. Earnest money deposit &amp; commission information-

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

Total commission (\_\_\_\_%) \$ \_\_\_\_\_

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

Listing Agent: \_\_\_\_\_

\_\_\_\_\_  
(Listing Real Estate Agency Address) (\_\_\_\_) \_\_\_\_\_  
Phone Number

Selling Agent: \_\_\_\_\_

\_\_\_\_\_  
(Selling Real Estate Agency Address) (\_\_\_\_) \_\_\_\_\_  
Phone Number

5. Deliver Closing Packages to:

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

Seller's Attorney: \_\_\_\_\_ Buyer's Attorney: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

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

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

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

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That on

For the sum of

Whose address is:

CONVEY AND WARRANT TO

Whose address is:

The following described premises situated in the County, Michigan, to wit:

Commonly know as:

Tax ID number of:

Subject to

Together with all and singular tenements, hereaditaments, and appurtenances thereto belonging or in  
anywise appertaining.

SIGNED BY:

\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF MICHIGAN }  
COUNTY of }ss.  
}

The forgoing instrument was acknowledged before me this  
By

\_\_\_\_\_

MODERN  TITLE

Notary Public for , Michigan  
Acting in , Michigan  
My Commission Expires:

734 • 669 • 3100 orders@moderntitlegroup.com  
114 Rayson Street Suite 1A • Northville, MI 48167

Tax Code No. \_\_\_\_\_  
Michigan Transfer Tax \$ \_\_\_\_\_  
DRAFTED BY:

This is to certify that there are no liens or titles on the  
property and that the taxes are paid for FIVE YEARS  
previous to this instrument. This certification does not  
include taxes, if any, now in the process of collection by  
the City, Village or Township Treasurer.  
COUNTY TRESURER

WHEN RECORDED RETURN TO:

By: \_\_\_\_\_

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

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction, and is not a 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          | _____ | _____ | _____   | _____         |
| 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          |  |  |  |  |
| City Sewer 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):

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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 \_\_\_\_\_

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 \_\_\_

If the answer to any of these questions is yes, please explain.

Attach additional sheets, if necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The seller has lived in the residence on the property from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The seller has owned the property since \_\_\_\_\_ (date). The seller has indicated above the condition of all the items based on information known to the seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the broker liable for any representations not directly made by the broker or broker's agent.

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

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

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, 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 \_\_\_\_\_  
Seller \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_  
Buyer \_\_\_\_\_

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



## Mortgage Payoff Request

Mortgage Payoff Department

RE:

Borrower's Name:

Lenders Loan Number:

We have entered into a Sales Agreement and are scheduled to close the sale of our home at Modern Title Group. I/We hereby request that you provide Modern Title Group with all of the necessary payoff information for our mortgage with your institution.

\_\_\_\_\_  
(Borrower's Signature)

\_\_\_\_\_  
(Borrower Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Social Security Number)