



**STERLING
TITLE AGENCY**

Buyer and Seller Information Package

At Sterling Title Agency we're sensitive to the needs of home buyers and sellers. Our Staff is trained to answer any questions that may arise during your transaction. It is our goal to make your deal run smoothly. You can be sure that Sterling Title Agency has your best interest in mind. Our Customer Service and Escrow staff is very knowledgeable and can assist you in whatever capacity you need.

**13442 Canal Road
Sterling Heights, MI 48313
PH: 586.323.8025
FX: 586.323.8026
Sterling-title.com**

Congratulations!

You are about to become one of the rapidly growing number of homeowners who have just sold their home. This buyer/seller information package was prepared by Sterling Title Agency to help you understand what is about to happen.

The Contents of this package is a simulated closing package for your review. The figures or layout of the papers will change to fit the details of your particular transaction.

- Order Form information we need to get started
- Purchase Agreement
- Seller's Disclosure Statement
- Lead Paint Disclosure
- Payoff Authorization Letter
- Buyer Settlement Defined
- Seller Settlement Defined
- Sample Buyer Settlement Statement
- Sample Seller Settlement Statement
- Sample Warranty Deed
- Sample Water Escrow
- Sample Occupancy Escrow Agreement
- Sample Bill of Sale

*****NOTE***** Sterling Title Agency advises you to consult a licensed real estate broker to make sure you are properly marketing and preparing your home for sale.

Sterling Title Agency also advises you to consult an attorney to review and advise you about these documents.

Sellers are **REQUIRED BY LAW** to provide prospective purchasers a **SELLER'S DISCLOSURE STATEMENT** and **LEAD-BASED PAINT DISCLOSURE** before signing a purchase agreement.

Sterling Title Agency

Real Estate Closing Instructions

(Seller)

Property Address: _____

Sellers:

Name(s): _____

Address: _____

Phone: _____

Marital Status: Married Single

Divorced

Buyers:

Name(s): _____

Address: _____

Phone: _____

Marital Status: Married Single

Divorced

=====

Sales Price: \$ _____

Mortgage Amount: \$ _____

Lender Name: _____

Contact Name: _____ Phone Number: _____

Please Find Enclosed:

- Purchase Agreement
- Addendums
- Mortgage Payoff Letter
- Mortgage Payoff Authorization
- Tax Bills
- Association Information
- Power of Attorney (if applicable)
- Death Certification (if applicable)
- Divorce/Property Settlement (if applicable)
- Real Estate Related Bills

Contact Name: _____ **Phone Number:** _____

Other Information enclosed:

Good Faith Deposit: Amount: \$ _____ Held By: _____

Tax Proration Method: 360 or 365 day basis

The undersigned authorizes Sterling Title Agency to complete the necessary documents to close the above described transaction, states that the information in the completion of said documents:

SELLERS ACKNOWLEDGEMENT: that they have been made aware that Sterling Title Agency cannot give them any legal advice and they should seek the advice of a reputable attorney with real estate experience. The Service being provided includes the completion of common forms such as: Buyer/Seller Statements, Bill of Sale, Rent and/or Water Escrow Agreements, if necessary, Seller's Title Affidavit, etc., or such other documents which may be necessary, depending on the details of the transaction, such as Warranty Deeds, Land Contracts, ect., but does not include any specialty documents such as Quit Claim Deeds to cure title problems.

The undersigned acknowledges and agrees to pay Sterling Title Agency a fee for secretarial services in the amount of \$500.00, and by signing below acknowledges that signor(s) have read this document in its entirety.

Sellers:

Signature Date

Sellers:

Signature Date

BUY & SELL AGREEMENT

Listing Broker _____ Selling Broker _____
Listing Salesperson _____ Selling Sales Person _____
Phone Number _____ Phone Number _____

Property Description & Price: The undersigned purchaser hereby offers and agrees to purchase the property located in the _____ (city, township or village) of _____ County of: _____, Michigan described as:

also being commonly known as: _____
Street Address

The property described above shall include all fixtures, improvements and appurtenances including if now in or on the property, all built-in equipment, shelving, cabinets, all lighting fixtures and their shades, attached carpeting, curtain and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish and any accessories and compete rotor equipment, storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener (if not rented), attached humidifier, and all landscaping and _____, and to pay therefore the sum of _____ Dollars (\$ _____), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

Method of Payment: All money (except earnest money) must be paid by cash or cashier's check. The sale shall be completed by the following method: (Mark one box, all unmarked paragraphs do not apply).

- A. CASH SALE.** Delivery of a Warranty Deed conveying a marketable title.
- B. CASH SALE WITH NEW MORTGAGE:** Delivery of a Warranty Deed conveying a marketable title. This agreement is contingent upon the purchaser being able to secure a _____ Mortgage in the amount of \$ _____ and pay \$ _____ down plus mortgage costs, prepaid items, and adjustments in the cash. Purchaser agrees to apply for such mortgage within _____ calendar days from Seller's acceptance of this agreement at his own expense. Purchaser further agrees that in connection with said application to lender, he will promptly comply with lender's request for necessary information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within _____ calendar days from Sellers acceptance, at Seller's option, this agreement can be declared null and void and the deposit shall be returned.

Applicable to FHA or VA Sales only: It is expressly agreed that, notwithstanding any other provisions of this agreement, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of any earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting for the appraised value of the property (excluding closing costs) of not less than \$ _____ which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgage. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the agreement without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at the determine of the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the property. The purchaser shall satisfy himself/herself that the price and condition of the property are acceptable. It is further understood between purchaser and seller that the additional personal property listed herein as no value. Seller agrees to pay required mortgage discount, commonly called "points", at the time of closing, not to exceed _____ points. The seller agrees to pay for any repairs required by FHA/VA, not to exceed \$ _____. See attached Lead Paint Addendum made a part hereof.

- C Sale to existing mortgage:** See attached "Addendum for Sale to Existing Mortgage" made a part hereof.
 - D Sale on Land Contract.** See attached "Land Contract Sale Addendum" made a part hereof.
 - EARNEST MONEY:** the Broker is hereby authorized to make this offer and the deposit of _____ dollars (\$ _____) in the form of **CASH** or **CHECK** (CIRCLE ONE) shall be held by Broker in accordance with the rules and regulations of
-

BUY & SELL AGREEMENT

(Continued)

the Michigan Department of Commerce and applied to the purchase price if the sale is consummated.

CLOSING: If this agreement is accepted by the seller and if the title can be conveyed in the condition required herein, the seller and purchaser agree to consummate the sale on or before _____.

POSSESSION: The seller shall deliver and the purchaser shall accept possession of said property, subject to the rights of present tenants, if any. If the seller occupies the property it shall be vacated on or before _____ days after closing. From the date of closing to the date of vacating the property as agreed,

SELLER SHALL PAY the sum of \$_____ per day. **THE BROKER SHALL RETAIN** from the amount due seller at closing the sum of \$_____ as security for said occupancy charge, paying the purchaser the amount due and returning to the seller the unused portion as determined by date property is vacated and keys surrendered to Broker. (Broker has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is only acting as an escrow agent for holding the occupancy deposit.)

GENERAL CONTITIONS: Purchaser acknowledges that they have read and understand all provisions of this agreement, including the additional terms and conditions which appear in paragraphs 12 through 36. Purchaser also acknowledges receipt of a copy of this agreement.

ADDITIONAL CONDITIONS: (if any)

PURCHASER'S SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT:

Purchaser acknowledge the receipt of a copy of **this Buy & Sell Agreement.**

In the Presence of:

Witness

Purchaser

Date

Purchaser

BROKER'S ACKNOWLEDGEMENT OF DEPOSIT: Received from the above named purchaser the deposit money above mentioned, which will be applied as indicated in paragraph 3 above, or will be returned forthwith if the foregoing offer is declined by seller.

Broker's Name

By

ACCEPTANCE OF AGREEMENT OF SALE: The above terms of purchase are accepted and seller acknowledges receipt of a copy hereof. Seller further agrees that the Listing Broker and Selling Broker listed at the top of this page have procured said offer and have brought about this sale. Seller further agrees to pay Broker(s) for service rendered a commission as set forth in the Listing Agreement for the sale of the property. If the sale is not consummated for any reason not attributable to Broker(s) and the deposit of forfeited, Broker(s) may retain one-half thereof (not to exceed the full commission) in full payment for services rendered. Sellers hereby direct that no further offers be presented after acknowledgement of this offer.

Witness

Seller

Date

Seller

PURCHASER ACKNOWLEDGEMENT OF RECEIPT: The undersigned purchaser hereby acknowledges the receipt of the seller's signed acceptance of the foregoing Buy & Sell Agreement.

Date

Purchaser

Purchaser

GENERAL CONDITIONS

RECEIPT OF SELLER'S DISCLOSURE STATEMENT: Purchaser has received the Seller's Disclosure Statement required by Michigan law. Purchaser has reviewed and accepts the condition of the property as is set forth in the Seller's Disclosure Statement, subject to any additional inspections or contingencies set forth in this agreement.

TITLE EVIDENCE: Seller agrees to furnish purchaser a Commitment of Title insurance prior to closing, and after closing, a Policy of Title Insurance in the amount of the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement.

TITLE OBLIGATIONS: If objection to the title is made, based upon a written opinion of purchaser's attorney that the title is not in the condition required for performance hereunder, the seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full terminations of this agreement if unable to remedy the title or obtain title insurance. If the seller remedies the title or shall obtain such title insurance within the time specified, the purchaser agrees to complete the sale within 10 calendar days of written notification thereof. If the seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

DEFAULT: In the event of default by the seller, the purchaser may elect to enforce the terms hereof or demand and be entitled to, a refund of the entire deposit in full termination of this agreement. In the event of default by purchaser, the seller may elect to enforce the terms hereof or declare a forfeiture and retain the deposit as liquidated damages.

PROPERTY TAXES: All taxes on the land which are due and payable on or before date of closing shall be paid by seller. Current taxes shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located.

SPECIAL ASSESSMENT: Special Assessments for public improvements which have been confirmed by public authority prior to the date of closing shall be paid by the seller.

CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS: Any assessments, such as condominium, homeowners association or other such assessments which have been confirmed by the property authority prior to closing shall be paid by seller at closing.

OTHER PRORATIONS: Interest and rents shall be prorated and adjusted as of the date of closing

SEWER AND WATER CHARGES: Seller agrees to pay for all sewer and water usage to date of closing. Listing Broker shall retain from the amount due seller at closing minimum of **\$200.00** for water charges. When the final water bill or reading is received the unused portion shall be returned to the seller.

WELL AND SEPTIC INSPECTION: If the property is serviced by a well and/or septic system, seller shall provide at seller's expense, to the purchaser and inspection reported by the county health department. Seller represents that the well water is potable and that the well and septic system are in good working order or as disclosed.

MUNICIPALITY INSPECTIONS: if the municipality where property is located requires an inspection prior to a sale, seller will pay for necessary inspections and required repairs, if any, to obtain written approval of municipality.

PROPERTY INSPECTION OPTION OF PURCHASER: Purchaser is hereby advised that they may have the property inspected at their expense. If purchaser does not notify Selling Broker in writing within _____ Calendar days from the date of acceptance of this agreement by seller that purchaser is dissatisfied with the inspections, this agreement shall be binding without regard to said inspections. If purchaser notifies Selling Broker in writing that in their sole judgment they are dissatisfied with the condition of the property within the above specified time, the purchaser may declare this agreement null and void and any deposit shall be returned.

Purchaser Does _____
Initials

Does Not _____ desire to have a home inspection
Initials

AVAILABILITY OF HOME PROTECTION PLANS: Purchaser and seller are hereby notified of the benefits of having the premises covered by a Home Protection Plan and are aware that the plan may be purchased mutually or separately by either party

FINAL INSPECTION PRIOR TO CLOSING: Purchaser reserves the right to walk through the property within 48 hours prior to closing

LOCATION OF CLOSING: The closing of this sale shall take place at the office of the Listing Broker, Title Company, or lending institution.

MAINTENANCE OF THE PROPERTY UNTIL POSSESSION BY PURCHASER: Until possession is delivered, seller agrees to keep the property in substantially the same condition as the date of this agreement and agrees to maintain heating, sewer, well, Septic, plumbing, electrical systems and any appliances and equipment in normal working order, to keep the roof and basement watertight and maintain the grounds, except for any conditions as may have been disclosed in the Seller's Disclosure Statement, or conditions that may have been discovered by the purchaser as a part of any inspections made by or on behalf of the purchaser where purchaser accepted the property in its AS IS condition. Seller further agrees to keep all utility services (electric, gas, and water) operating until date of possession. In the event the property herein has been winterized is shall be the obligation and expense of seller to de-winterize the property prior to closing. Seller agrees to leave the premises broom-clean and free of debris.

SELLER'S REPRESENTATIONS: Unless otherwise noted, seller represents that the foundation, foundation walls, and basement are watertight and free of any leakage or seepage as of the date of this agreement and that the property is not in violation of any building and/or zoning restrictions and/or requirements or in violation of any law or ordinance.

DISCLAIMER OF BROKER(S): The Brokers and salespersons specifically disclaim any responsibility for the condition of the property or for the performance of this Buy & Sell Agreement by the parties. It is further understood and agreed that neither LISTING BROKER nor SELLING BROKER warrant the condition of the property nor do they assume any responsibility for the representations made by the Seller pertaining to the condition of the property.

Purchaser's Initials

PROVISION FOR AS IS CONDITION: By the execution of this agreement the purchaser acknowledges THAT THEY HAVE EXAMINED THE ABOVE described property and are satisfied with the physical condition of structures thereon and purchase said property in an "AS IS CONDITION," subject only to the right of a property inspections as provided for herein. Purchaser recognizes

GENERAL CONDITIONS

(Continued)

that the seller has provided the required Seller's Disclosure Statement, the purchaser has been afforded the right to an independent inspection of the property and the purchaser affirms that the property is being purchased AS IS and hereby knowingly waives, releases and relinquishes any and all claim or causes of action against the Real Estate Brokers, their officers, directors, employees and independent salespersons.

Purchaser's Initials

POSSIBLE ADDITIONAL COMPENSATION OF BROKER(S): Purchaser and seller hereby acknowledge notice of the fact that the Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321(1) and 321(2) promulgated under the Michigan Real Estate License Law.

COUNTER OFFER PROVISION: In the event seller makes any written change in any of the terms and conditions of the "Buy & Sell Agreement" presented by purchaser, such changed terms and conditions shall constitute a counter offer by seller to purchase which shall remain valid until _____ at _____ and shall require acceptance by the purchaser by initialing of each such change before such date and time. The Counter offer is to be delivered to the Listing Broker's office by the time stipulated above.

INVALIDITY OF VERBAL AGREEMENTS: It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. (NO VERBAL AGREEMENTS WILL BE BINDING.)

BINDING TO THE HEIRS, etc.: The agreements herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

RECOMMENDATION FOR LEGAL COUNSEL: Broker(s) Recommend(s) that all parties to this Buy and Sell Agreement retain and attorney to protect their interests.

ACKNOWLEDGEMENT OF THE PARTIES: The parties hereto have read both sides of this agreement and have affixed their initials hereto.

Purchaser

Seller

Purchaser

Seller

DISCLAIMER: This form is provided as a service. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. **Sterling Title Agency** is **NOT** responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

SELLER'S DISCLOSURE STATEMENT

Property Address: _____ **MICHIGAN**
 Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the Condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by 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.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attached 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 PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.**

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

	Yes	No	Unknown	N/A		Yes	No	Unknown	N/A
Range/Oven					Lawn Sprinkler system				
Dishwasher					Water Heater				
Refrigerator					Plumbing system				
Hood/Fan					Water softener/conditioner				
Disposal					Well & Pump				
TV Antenna, TV Rotor & Controls					Septic Tank & Drain field				
Electrical System					Sump Pump				
Garage Door Opener & remote Control					City water system				
Alarm System					City sewer system				
Intercom					Central air conditioning				
Central Vacuum					Central heating system				
Attic Fan					Wall Furnace				
Pool heater, wall liner & equipment					Humidifier				
Microwave					Electronic air filter				
Trash Compactor					Solar heating system				
Ceiling fan					Fireplace & Chimney				
Washer					Wood burning system				
Sauna/ hot tub					Dryer				

Explanations (attach additional sheets, if necessary):

Unless otherwise agreed, all household appliances are sold in working order except as noted, without warranty beyond date of closing.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** 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.)

SELLER'S DISCLOSURE STATEMENT

(Continued)

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 adjoining landowners, such as walls, fences, roads, 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 which has any authority over the property? [] unknown [] yes [] No
4. Structural Modification, 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 for 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:

Property Address: _____ Michigan
Street City, Village, Township

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 items based on that 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 the buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

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

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

Buyer is advised that certain information compiled pursuant to the sex offenders registration act, 1994 PA 295, MCL 28.721 to 28.732 is available to the public. Buyers seeking such information should contact the appropriate local law enforcement agency or Sherriff's Department directly.

Buyer is also advised that the state equalized value of the property, homestead exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that buyer's future tax bills on the property will be the same as the seller's present tax bills. Under Michigan Law, real property tax obligations can change significantly when property is transferred.

Seller: _____ **Date** _____

Seller: _____ **Date** _____

Buyer has read and acknowledges receipt of this statement.

Buyer: _____ **Date** _____ **Time:** _____

Buyer: _____ **Date** _____ **Time:** _____

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

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES.

PROPERTY ADDRESS: _____

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all sellers of residential housing. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d).

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real estate on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead for 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 purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser 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

1. The residence at the property address set forth above was constructed before 1978:
(Seller must initial one)

Yes _____ No _____ Unknown _____

(If "No" is initialed, omit 2, and 3. Below, otherwise, seller must complete the rest of this disclosure and sign below.)

2. Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):
 - o (a) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - o (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards are in the housing.
3. Records and reports available to the seller (check (a) or (b) below):
 - o (a) 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).
 - o (b) Seller has no records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the seller's statement above are true and accurate.

Date: _____ Seller(s) _____

PRUCHASER'S ACKNOWLEDGEMENT

1. Purchaser has received copies of all information listed above.
2. Purchaser has received the federally approved pamphlet Protect Your Family From Lead in Your Home.
3. Purchaser has (checked (a) or (b) below):
 - o (a) 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;
 - o (b) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
4. Purchaser has received a fully executed copy of this Disclosure.
5. If seller has initialed "No" in 1, only 4 of this section applies to Purchaser(s)

Date: _____ Purchaser(s) _____

STERLING TITLE AGENCY
MORTGAGE PAYOFF AUTHORIZATION

Re: Mortgage Loan Number: _____

Lender Name: _____

Lender Address: _____

Lender Phone/Fax Number: _____

Property Located At: _____

Mortgagor(s) Name(s): _____

Social Security Number: _____

The above described property has been sold and.....

{ } **Our loan will be paid off in full**
Please forward a payoff letter with interest calculated through _____

{ } **Our loan has been paid in full**
Please forward a copy of the discharge or a paid in full letter

Forward your letter as requested above to the following address:

To: _____
Sterling Title Agency
13442 Canal Road
Sterling Heights, MI 48313
Phone: 586.323.8025
Fax: 586.323.8026

Signature of Mortgagor

Signature of Mortgagor

BUYER'S SETTLEMENT STATEMENT DEFINED

The Buyer's Settlement Statement is an outline of the credits and charges to the buyer.

BUYER CHARGES

1. Sales Price
The buyer is charged for the purchase price according to the Purchase Agreement and any addendums.
2. The buyer is charged for the summer and winter tax prorations. These prorations are computed based on the terms of the Purchase Agreement. Typically, prorations are done on a due-date basis. On the due date basis, taxes are treated as if paid for the year in advance. For example, when summer taxes are due in July, the tax bill is actually for the period beginning July 1 and ending June 30 of the following year. The buyer is charged that portion of the current year's taxes that remain unused by the seller and are the responsibility of the buyer.

BUYER CREDITS

1. Earnest Money Deposit
The amount of the Earnest Money Deposit given to the seller in advance is credited to the total amount due from the buyer to close.
2. New Mortgage Credit
The buyer is credited the amount of the new mortgage.

WATER/SEWER ESCROW AGREEMENT

This agreement describes the terms and conditions under which the water/sewer will be held and disbursed.

USE AND OCCUPANCY ESCROW AGREEMENT

This agreement describes the terms and conditions under which the occupancy escrow funds will be held and disbursed.

PURCHASE AGREEMENT

The Purchase Agreement is a binding contract between the buyer and seller. It provides a blueprint of the transaction with regard to the major terms and provisions of the sale.

THE SELLER AND BUYER MUST WORK TOGETHER TO ARRIVE AT THE TERMS OF THE PURCHASE AGREEMENT.

These terms often include:

- ❖ Purchase Price
 - ❖ Type of Sale (Sale with New Mortgage, Cash Sale, Land Contract, Etc.)
 - ❖ Earnest Money Deposit
 - ❖ Occupancy Terms
 - ❖ Personal Property included in the Sale Price (stove, refrigerator, etc)
-

SELLER'S SETTLEMENT STATEMENT DEFINED

Seller's Settlement Statement is an outline of the credits and charges to the seller.

SELLER CREDITS

1. Sale price
The seller is given a credit for the purchase price according to the Purchase Agreement and any addendums.
2. Tax Prorations
The seller is credited for the summer and winter tax prorations. These prorations are computed based on the terms of the Purchase Agreement. Typically, prorations are done on a due-date basis. On the due-date basis, taxes are treated as if paid for the year in advance. For example, when summer taxes are due in July, the tax bill is actually for the period beginning July 1 and ending June 30 of the following year. The seller is credited that portion of the current year's taxes that remain unused because the seller is no longer the owner of the home.

SELLER CHARGES

1. Water/Sewer Escrow
In order to account for the seller's final unpaid water bill, we will hold an amount (minimum \$200) from the seller's proceeds for payment. Sterling Title Agency will hold this money in escrow at no charge for up to 6 Months
2. Occupancy Escrow
If the buyer and seller have agreed in the Purchase Agreement that the buyer is entitled to rent the property to the seller from the date after closing until the seller vacates the property, a Use and Occupancy Escrow will be held by Sterling Title Agency based on the amount negotiated. There is no charge to the parties for this service up to 6 months.
3. Earnest Money Deposit
The amount of the Earnest Money Deposit previously received from the buyer, and held by the seller is deducted from the seller's proceeds.
4. Owner's Policy Premium
This charge to the seller is payment for the Title Policy which provides a buyer with ownership coverage subject to the terms of the Title Policy. The price of the Policy is determined by the sales price. The seller may be entitled to a discount on the cost of the new policy, **IF** a copy of the Title Policy they received when they bought the home is provided to Sterling Title Agency. The State of Michigan requires that all insurance rates be filed with the Insurance Bureau. We are required to charge our filed rates.
5. County and State Transfer Taxes
Commonly referred to as "stamps" or "revenue stamps". The transfer tax is calculated on the sales price of the home. The state transfer tax is \$7.50 per \$1,000.00 and the county transfer tax is \$1.10 per \$1,000.00 of the sales price.
6. Mortgage Payoffs
This charge is to pay off the existing mortgage(s) owed by the seller. Interest will be calculated from the date of the last payment to 3 business days after closing date.
7. Overnight Delivery Fee
Sterling Title Agency uses overnight delivery services to transport mortgage payoffs in order to insure timely delivery and to track the date of receipt in case of a discrepancy with the mortgage company.
8. Secretarial Services
Sterling Title Agency charges a fee for providing the necessary Statements, Agreements and Conveyances (i.e. Warranty Deed) as shown in the examples.

STERLING TITLE AGENCY
13442 Canal Road
Sterling Heights, MI 48313

Buyer's Settlement Statement:

Order Number: 123456STA

Property: 123456 Make Believe Blvd
 Somewhereville, MI 65432

Purchaser: Joshua Harris
 Kristen Harris

Date of Closing: 04/15/10
 Place of Closing: Sterling Title Agency
 13442 Canal Road
 Sterling Heights, MI 48313

	Charges	Credits
CREDITS		
Mortgage To		
Michigan National Bank		98,000.00
Earnest Money Held By Seller		3,000.00
CHARGES		
Purchase Price.....	125,000.00	
City/School Taxes of \$1,567.00 paid in advance from 04/15/10 to 07/01/10.....	330.57	
County Taxes of 987.00 paid in advance from 04/15/10 to 12/01/10.....	621.95	
230 Days at 2.704110 per Day		
Sub-Totals	125,952.52	101,000.00
Balance Due From Purchaser		24,952.52
TOTAL	125,952.52	125,952.52

The Undersigned acknowledge that they have examined, approved and received a copy of this statement. We hereby authorize disbursement as required to complete this transaction

 Joshua Harris

 Kristen Harris

STERLING TITLE AGENCY
13442 Canal Road
Sterling Heights, MI 48313

Seller's Settlement Statement:

Order Number: 123456STA

Property: 123456 Make Believe Blvd
 Somewhereville, MI 65432

Seller: Brad Womack
 Krista Womack

Date of Closing: 04/15/10
 Place of Closing: Sterling Title Agency
 13442 Canal Road
 Sterling Heights, MI 48313

	Charges	Credits
CREDITS		
Mortgage To		
Purchase Price		125,000.00
City/School Taxes of \$1,567.00 paid in advance from 04/15/10 to 07/01/10.....		330.57
County Taxes of 987.00 paid in advance from 04/15/10 to 12/01/10.....		621.95
230 days at 2.704110 per day		
CHARGES		
Payoff of First Mortgage to American Mortgage	67,976.98	
Principal Balance	67,890.00	
Interest from 01/01/10 to 02/18/10		
@ 7.0000%		
Daily Rate 13.020000		
Total Interest Amount	624.96	
Escrow Balance	537.98	
Revenue Stamps (State)	937.50	
Revenue Stamps (City/County)	137.50	
Title Insurance Premium to Sterling Title Agency	518.50	
Rent Escrow to Sterling Title Agency	1350.00	
Water Escrow to Sterling Title Agency	200.00	
2011 County Taxes due to City Treasurer	1567.00	
Federal Express overnight Mortgage payoff	25.00	
Earnest Money Held by Seller	3,000.00	
 Sub-Totals	 75,712.48	 125,952.00
Balance Due To Seller	50,240.04	
TOTAL	125,952.52	125,952.52

The Undersigned acknowledge that they have examined, approved and received a copy of this statement. We hereby authorize disbursement as required to complete this transaction

 Brad Womack

 Krista Womack

WARRANTY DEED

Sterling Title Agency

The Grantor(s) Brad Womack and Krista Womack, husband and wife

whose address is: 123456 Make Believe Blvd, Somewhereville, MI 65432

convey(s) and warrant(s) to Joshua Harris and Kristen Harris, husband and wife

whose address is: 65432 Hickory Lane, Anywhere, MI 48111

the following described premises:

Land situated in the City of Somewhereville, County of Oakland, State of Michigan

Unit 25, SOMEWHEREVILLE Condominium, according to the Master Deed recorded in Liber 3, pages 1 through 3, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

also known as Property Address: 123456 Make Believe Blvd, Somewhereville, MI 65432
Sidwell No. 1408427047

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

for the sum of \$125,000.00 EXEMPT BY REASON OF MCL 207.505(A) AND MCL 207.526(A)

subject to existing building and use restrictions and easements and rights of way of record

When Recorded Return To &
Drafted By Joshua and Kristen
Harris
123456 Make Believe Blvd
Somewhereville, MI 65432

File No:

Dated this 15th Day of April 2010

Signed by:

Brad Womack

Krista Womack

State of Michigan.

County of _____

The foregoing instrument was acknowledged before me this 15th Day of April 2001 by Brad Womack and Krista Womack, husband and wife

Notary Public, _____ County,

Michigan

My commission expires: _____

Acting in the County of _____

Notary public

STERLING TITLE AGENCY

WATER ESCROW

File No: blank

Buyers: Joshua Harris and Kristen Harris, husband and wife

Sellers: Brad Womack and Krista Womack, husband and wife

Property Address: 123456 Make Believe Blvd, Somewhereville, MI 65432

Closing Date: April 15, 2010

Escrow Amount: \$200.00

Seller has sold the property to Buyer and Escrow Agent will hold the ESCROW AMOUNT noted above in escrow for anticipated WATER EXPENSES.

Seller will submit a Final Bill for actual water usage through the date of CLOSING/POSSESSION (circle one). Escrow Agent will pay the amount due and return the unused portion to the Seller.

Unless written instructions to disburse are furnished to Escrowee on or before six (6) months from the day of closing, then Escrowee will be entitled to a \$25.00 administrative fee to be deducted from the escrow proceeds every 30 days.

In the event that the billing period extends beyond the date of closing or possession (whichever is circled above), the Escrow Agent will prorate the amount due as of the date of closing. Escrow Agent will mail the Water Bill and amount due from the Seller (payable to the municipality) to the Buyer to forward with their check for the balance due. The unused portion, if any, of the escrow will be returned to the Seller.

If the escrow amount is not sufficient to pay the amount due, Seller will IMMEDIATELY pay the additional amount to Escrow Agent and Escrow Agent will pay the amount due.

It is understood that Escrow Agent is acting as a depository of funds and has NO responsibility, implied or otherwise, for obtaining a Final Bill.

All funds received in this escrow, and any other funds received by Sterling Title Agency in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to this escrow for the value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitations, credits allowed by such bank loans to Escrow Agent or its parent company, and any credits on accounting, reporting or other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency or suspension.

Sellers Forwarding Address: _____

Escrow Agents Acceptance:

By:

STERLING TITLE AGENCY

USE & OCCUPANCY ESCROW

File No: blank
Buyers: Joshua Harris and Kristen Harris
Sellers: Brad Womack and Krista Womack
Property Address: 123456 Make Believe Blvd, Somewhereville, MI 65432
Closing Date: April 15, 2010

Daily Rate: 30 days at \$ 45 Per day
Escrow Amount \$1,350.00

Seller has sold the property to the Buyer and agrees to vacate on or before POSSESSION DATE. The Escrow Agent will hold the ECROW AMOUNT in escrow for anticipated USE AND OCCUPANCY.

Unless written instructions to disburse are furnished to Escrowee on or before 6 months from the date of closing, Escrowee will be entitled to a \$25.00 administrative fee to be deducted from the escrow proceeds every 30 days.

Beginning at 8:00 a.m. on the day OF/AFTER (circle one) closing, Seller will pay Buyer the daily amount for each day, or part thereof, that Seller remains in possession of the property. Escrow Agent will pay Buyer the amount due and return the unused portion to Seller when the Escrow Agent is notified in writing by all parties that the property has been vacated.

It is understood that Escrow Agent is acting only as a depository of funds and has no responsibility, implied or otherwise, for Buyer obtaining possession of the property by the date specified or for the condition of the property when possession is obtained.

All funds received in this escrow, and any other funds received by Sterling Title Agency in connection with the subject real estate transaction, shall be deposited with other funds in one or more non-interest bearing escrow accounts of the Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to this escrow for the value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank loans to Escrow Agent or its parent company, and any credits on accounting, reporting or other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency or suspension.

Brad Womack

Krista Womack

Joshua Harris

Kristen Harris

Escrow Agents Acceptance:

By:

STERLING TITLE AGENCY

13442 Canal Road
Sterling Heights, MI 48313
(586) 323-8025
Fax (586) 323-8026

USE & OCCUPANCY RELEASE FORM

File No: blank

Buyers: Joshua Harris and Kristen Harris

Sellers: Brad Womack and Krista Womack

Property Address: 123456 Make Believe Blvd, Somewhereville, MI 65432

Closing Date: April 15, 2010

Keys were surrendered on:

Send Buyers check to: _____

Send Sellers check to:

STERLING TITLE AGENCY
13442 Canal Road
Sterling Heights, MI 48313

BILL OF SALE

File No: blank

Buyers: Joshua Harris and Kristen Harris

Sellers: Brad Womack and Krista Womack

Property Address: 123456 Make Believe Blvd. Somewhereville, MI 65432

Date of Closing: April 15, 2010

The Seller has sold to the Purchaser certain real estate described as follows:

Land situated in the City of Somewhereville, County of Oakland, State of Michigan

Unit 25, SOMEWHEREVILLE Condominium, according to the Master Deed recorded in Liber 3, pages 1 through 3, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Commonly known as: 123456 Make Believe Blvd. Somewhereville, MI 65432

For the sum of One Dollar (\$1.00) and other goods and valuable consideration paid to Seller by Purchaser, Seller has bargained and sold and by these presents does grant and convey unto Purchaser, all of the following goods and chattels which are owned by and in the possession of Seller at the subject property:

Seller agrees to warrant and defend the sale of said goods and chattels against any and all person or persons whomsoever.

Seller acknowledges that the consideration for the sale of said goods and chattels was actual and adequate and that said sale was in good faith for the purposes herein set forth and not for the purpose of security or for defrauding creditors.

Witness: