



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

Thank you for choosing Midstate Title Agency of Southern Michigan, LLC to satisfy your title needs and to provide an exceptional closing experience. We appreciate your business.

Date: \_\_\_\_\_ Sales Associates: \_\_\_\_\_

Anticipated Closing Date: \_\_\_\_\_

☐ PURCHASE

☐ REFINANCE

☐ SEARCH ONLY

BUYER INFORMATION: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Social Security Number: XXX - \_\_\_\_ - \_\_\_\_ (Just last 6 numbers required)

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

SELLER INFORMATION: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Social Security Number: XXX - \_\_\_\_ - \_\_\_\_ (Just last 6 numbers required)

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

LENDER: \_\_\_\_\_

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

Loan Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

RETURN COMMITMENT TO: Send Via: (Check one) ☐ Fax ☐ Email

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



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## PURCHASE AGREEMENT

**1. PROPERTY DESCRIPTION AND PRICE:** The undersigned Purchaser hereby offers and agrees to purchase the property located in the city/township/village of \_\_\_\_\_, County of \_\_\_\_\_, Michigan, legally described as \_\_\_\_\_

and has a parcel ID number/tax ID number of \_\_\_\_\_  
also being commonly known as \_\_\_\_\_

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 complete rotor equipment, storm doors, storm windows, screens, awning, garage door opener(s) and transmitters, water softener (if not rented), attached humidifier, 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:

**2. 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 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 the 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 date of Seller's acceptance, at the 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 mortgage has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$\_\_\_\_\_ which statement the mortgage 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 to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should 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 has 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.



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## PURCHASE AGREEMENT (continued)

**3. EARNEST MONEY:** The deposit of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_) in the form of ☐ CASH or ☐ CHECK (check one) shall be held by one of the following  
and applied to the purchase price if the sale is consummated:

Choose one of the following:

- ☐ Seller  
☐ Midstate Title Agency of Southern Michigan, LLC—pursuant to a separate Earnest Money Deposit Escrow Agreement attached hereto  
☐ Other: \_\_\_\_\_

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

**5. 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 and including the date of closing through the date of vacating the property as agreed, SELLER SHALL PAY the sum of \$  
\_\_\_\_\_ per day.

**6. GENERAL CONDITIONS:** Purchaser acknowledges that they have read and understand all provisions of this agreement  
including the additional terms and conditions which appear in paragraphs 12 thru 34. Purchaser also acknowledges receipt of  
a copy of this agreement.

**7. ADDITIONAL CONDITIONS** (if any):

**8. PURCHASER'S SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT:** Purchaser acknowledges the receipt of a copy of this  
Purchase Agreement.

In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PURCHASER



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## PURCHASE AGREEMENT (continued)

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

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

**10. ACCEPTANCE OF AGREEMENT OF SALE:** The above terms of purchase are accepted and seller acknowledges receipt of a copy hereof.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

**11. PURCHASER ACKNOWLEDGEMENT OF RECEIPT:** The undersigned purchaser hereby acknowledges the receipt of the seller's signed acceptance of the forgoing Purchase Agreement.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PURCHASER



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## GENERAL CONDITIONS

**12. 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 set forth in the Seller's Disclosure Statement, subject to any additional inspections or contingencies set forth in this agreement.

**13. 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.

**14. TITLE OBJECTIONS:** 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 infill termination 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.

**15. 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 the purchaser, the seller may elect to enforce the terms hereof or declare a forfeiture and retain the deposit as liquidated damages.

**16. 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 \_\_\_\_\_ basis of the municipality or taxing unit in which the property is located.

**17. SPECIAL ASSESSMENTS:** Special assessments for public improvements which have been confirmed by public authority prior to the date of closing shall be paid by the seller.

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

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



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## GENERAL CONDITIONS (continued)

**20. SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water usage to date of closing. One of the following shall retain from the amount due seller at closing a minimum of \$200.00 for water charges, or more as agreed to by the parties upon presentation of the most recent water meter read amount. When the final water bill or reading is received, the unused portion shall be returned to the seller.

Choose one of the following:

☐ Midstate Title Agency of Southern Michigan, LLC -pursuant to a separate Escrow Agreement, if applicable

☐ Other: \_\_\_\_\_

**21. 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 an inspection report 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.

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

**23. PROPERTY INSPECTION OPTION OF PURCHASER:** Purchaser is hereby advised that they may have the property inspected at their expense. If Purchaser does not notify Seller in writing within \_\_\_\_\_Calendar days from the date of acceptance of this agreement by Seller that Purchaser is dissatisfied with the inspection, this agreement shall be binding without regard to said inspection. If Purchaser notifies Seller 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 deposit shall be returned.

Purchaser Does \_\_\_\_\_ Purchaser Does Not \_\_\_\_\_ desire to have a home inspection

INITIALS

INITIALS

**24. 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.

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



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## GENERAL CONDITIONS (continued)

**26. LOCATION OF THE CLOSING:** The closing of this sale shall take place at the office of the title company.

**27. MAINTENANCE OF THE PROPERTY UNTIL POSSESSION BY PURCHASER:** Until possession is delivered, seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, sewer, well, septic, plumbing, electrical systems and 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 it 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.

**28. 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.

**29. 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 inspection as provided for the herein. Purchaser recognizes 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 purchase AS IS.

\_\_\_\_\_  
PURCHASER'S INITIALS

**30. COUNTER OFFER PROVISION:** In the event seller makes any written change in any of the terms and conditions of the Purchase Agreement presented by purchaser, such changed terms and conditions shall constitute a counter offer by seller to purchaser which shall remain valid until \_\_\_\_\_ (DATE), at \_\_\_\_\_ (TIME) and shall require acceptance by the purchaser by initialing of each such change before such date and time.

**31. 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).



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## GENERAL CONDITIONS (continued)

**32. 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.

**33. RECOMMENDATION FOR LEGAL COUNSEL:** IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTERESTS.

**34.SETTLEMENT EXPENSES:** The parties agree that the following costs must be paid at closing, if applicable:

(1) Seller costs (Seller's):

Deed Preparation, transfer tax, closing fee, applicable escrow fees

(2) Buyer costs (Buyer's)

Closing fee, recording fees, applicable escrow fees

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

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER





# MIDSTATE TITLE AGENCY

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## SALE ON LAND CONTRACT ADDENDUM

**FOR THE PROPERTY KNOWN AS:** \_\_\_\_\_

**SALE ON LAND CONTRACT.** Payment of the sum of \_\_\_\_\_ Dollars, by cashier's check or certified check (no personal checks), and the execution of a universally accepted title company form acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within \_\_\_\_ years from the date of the contract in monthly payments of not less than \_\_\_\_\_

Dollars each, which include interest payments at the rate of \_\_\_\_\_ % per annum and which ☐ DO ☐ DO NOT (check one) include prepaid taxes and insurance.

**PLEASE INITIAL APPROPRIATE BOXES BELOW:**

### PAYMENT

1. Land Contract Principal and Interest payment \$ \_\_\_\_\_ ☐ APPLIES ☐ DOES NOT APPLY

### REAL ESTATE TAXES

2. Purchaser agrees to pay all taxes and special assessments when due and submit proof of payment to Seller before any penalty for non - payment attaches thereto. Payment to be made the taxing authority. ☐ APPLIES ☐ DOES NOT APPLY

3. Purchaser agrees to pay an additional monthly amount of \$ \_\_\_\_\_ which is an estimate of 1/12 of the annual cost of taxes and special assessments, which shall be credited by the Seller to the principal balance. Seller shall pay said taxes and assessments before any penalty attaches and add amounts so paid to the principal balance of the contract. This amount maybe adjusted periodically to approximate the total sum required annually for taxes and assessments. ☐ APPLIES ☐ DOES NOT APPLY

OR

4. Seller agrees to pay all taxes and special assessments when due and will add same to the Land Contract balance on the due date. (Be certain that monthly payments will cover interest, principal, and taxes.) ☐ APPLIES ☐ DOES NOT APPLY

### INSURANCE

5. Insurance will be paid in accordance with the method outlined in paragraph ☐ 2, ☐ 3, or ☐ 4 above (check one). (If paragraph 3 is selected, the monthly amount is \$ \_\_\_\_\_). ☐ APPLIES ☐ DOES NOT APPLY



# MIDSTATE TITLE AGENCY

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## SALE ON LAND CONTRACT ADDENDUM (continued)

### FIRST PAYMENT DUE AND TAX PRORATION

6. Purchaser's first monthly payment is due 30 days from the date of closing unless otherwise agreed in writing. Taxes will be prorated to the closing date. Interest will begin to run from the closing date. If Seller occupies the property after closing Seller will pay an occupancy charge in accordance with paragraph# \_\_\_\_\_ of the Contract to Purchase. In addition, if payments are to be due on the first of the month place an "X" here \_\_\_\_\_. In this case, Purchaser will pay Interest at closing for the period from the closing date to the first of the following month and first payment will be due 30 days later. ☐ APPLIES ☐ DOES NOT APPLY

### OTHER

7. Purchaser is to supply, at his expense, to Seller a current credit report, employment letter(s) and financial statement not later than \_\_\_\_\_. If said information is not satisfactory to Seller or is not timely delivered, Seller may, within (2) days of receipt of the information, declare this sale null and void and all deposit monies will be returned. ☐ APPLIES ☐ DOES NOT APPLY

8. In the event of payments are not received within 15 days from due date, a late fee of \$ \_\_\_\_\_ per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election under the contract and the Seller may pursue any other remedies available in law or equity. (Note: This paragraph when applicable is to be copied verbatim in the additional conditions of the Land Contract document.) ☐ APPLIES ☐ DOES NOT APPLY

9. Seller agrees to execute a Warranty Deed at closing to be placed in Escrow with title company providing settlement services. Purchaser agrees to pay the Deed Escrow Fee. ☐ APPLIES ☐ DOES NOT APPLY

10. The property shall not be transferred by Purchaser without the written approval by Seller of the creditworthiness of any new Purchaser or Assignee. Approval will not be unreasonably withheld. ☐ APPLIES ☐ DOES NOT APPLY

11. The Parties herein agree that Purchaser will assume the existing mortgage when the sum owing on the Land Contract is reduced to the amount owing upon such mortgage. At that time, a Warranty Deed shall be executed by Seller subject to Purchaser's agreement to assume and pay the existing mortgage. Seller agrees not to reduce the principal balance of the mortgage other than by payment of the regularly scheduled monthly payments. Seller further agrees to terminate his present credit life insurance on said mortgage as of the date of the assumption and shall not obtain additional credit life insurance for said mortgage during the life of this Land Contract. (Note: This paragraph when applicable is to be copied verbatim in the additional conditions of the Land Contract document.) ☐ APPLIES ☐ DOES NOT APPLY

12. Purchaser and Seller understand that the regular monthly payments called for by the terms of the Land Contract will not pay the Land Contract amount owing in full by the end of the term of contract. There will be a substantial lump sum payment due from the Purchaser to Seller at that time. The amount of the lump sum payment shall be approximately \$ \_\_\_\_\_. ☐ APPLIES ☐ DOES NOT APPLY



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## SALE ON LAND CONTRACT ADDENDUM (continued)

13. Purchaser understand that the Seller is under no obligation to extend this contract beyond the agreed upon termination date or to refinance the principal balance beyond said termination date, and the acceptance of payments beyond the termination date does not constitute an election of remedies. ☐ APPLIES ☐ DOES NOT APPLY

14. The Contract to Purchase is contingent upon Purchaser obtaining and approving a land survey of the property with \_\_\_\_\_ days of Seller's acceptance of offer, said survey to be made of Purchaser's expense. ☐ APPLIES ☐ DOES NOT APPLY

15. There shall be no prepayment penalty to be assessed to Purchaser. Purchaser has the right to make lump sum payments to be applied to principal during the term of the contract. ☐ APPLIES ☐ DOES NOT APPLY

16 .Additional Conditions:

Seller has not represented to Purchaser that at the time required for payoff of this obligation there will be satisfactory mortgage financing available or that such financing will be at the rates currently available or lower.

ALL PARTIES SHOULD SEEK THE COUNSEL OF AN ATTORNEY AND AN ACCOUNTANT TO PROTECT THEIR INTEREST IN THIS TRANSACTION.

If there is an underlying mortgage on this property, the financial institution shall be contacted by the Seller prior to closing to determine if there are any special provisions or requirements if the property is sold on a Land Contract basis. Seller shall provide status of mortgage to Purchaser showing payments made are current each year, if requested.

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller



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## Addendum to Purchase Agreement / Sales Contract

**Dated:** \_\_\_\_\_

This addendum is attached to and made a part of a certain agreement/contract between the undersigned parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, covering property located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_

Commonly known as \_\_\_\_\_

\*\*\*\*\*

It is agreed and understood that any additions or changes shown below supersede the original agreement/contract. All other terms and conditions remain the same.

Purchaser:

Seller:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Seller's Disclosure Statement

Property Address \_\_\_\_\_

**Purchase 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 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.



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## Seller's Disclosure Statement (continued)

**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	Not Available		Yes	No	Unknown	Not Available
Range/Oven .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Softener/Conditioner .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV Antenna/TV rotor & controls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central Vacuum .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

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.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## Seller's Disclosure Statement (continued)

### 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: \_\_\_\_\_

BUYERS INITIALS \_\_\_\_\_

SELLERS INITIALS \_\_\_\_\_

**Property Address** \_\_\_\_\_

**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.) \_\_\_\_\_



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## 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 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 homeowner's 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 ☐





# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## Seller's Disclosure Statement (continued)

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.

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. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGIES INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## **Seller's Disclosure Statement (continued)**

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 SUCH 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 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 \_\_\_\_\_



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

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

**PURPOSE OF THIS STATEMENT:** The information provided in this statement is required to be provided by all Sellers or residential housing built before 1978. This statement is required by the Residential Lead-based hazard reduction Act of 1992 (42 U.S.C 4852d), which went into effect in 1996.

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

The residence at this address was constructed after January 1, 1978 (Seller must initial one.)

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

(If yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Seller's portion and sign below.)

### 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-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 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 (Initial)

\_\_\_\_\_  
Seller must initial

#### 1. Presence of lead-based paint and/or lead-based paint hazards (*check a or b below*):

(a) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(b) ☐ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES (continued)

\_\_\_\_\_  
Seller must initial

### 2. Records and reports available to the Seller (*check a or b below*):

(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).

\_\_\_\_\_  
(b) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_  
Seller must initial

### 3. Seller acknowledges that Agents have informed Seller of Seller's obligation under 42 U.S.C 4852d, as printed on the back of this form.

## PURCHASER'S ACKNOWLEDGEMENT (Initial)

\_\_\_\_\_  
Purchaser must initial

4. Purchaser has received copies of all information listed above the attached \_\_\_\_\_

\_\_\_\_\_  
Purchaser must initial

5. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.....*

\_\_\_\_\_  
Purchaser must initial

### 6. As set forth in the Offer to Purchase, Purchaser has (*check a or b below*):

(a) ☐ Received a 10-day opportunity (or mutually agrees upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and-or lead-based paint hazards.

**OR**

(b) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES (continued)

### AGENT'S ACKNOWLEDGEMENT (Initial)

\_\_\_\_\_

Agent must initial

**7. Agent has informed the Seller of the Seller's obligation under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.**

### CERTIFICATION OF ACCURACY

These following parties have reviewed the information and certify, to the best of their knowledge, that the information provided by the signatory is true to accurate.

\_\_\_\_\_

Seller

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

\_\_\_\_\_

Seller

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

\_\_\_\_\_

Agent

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

\_\_\_\_\_

Purchaser

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

\_\_\_\_\_

Purchaser

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

\_\_\_\_\_

Agent

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



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Federal law now imposes the requirements listed below on Sellers of residential housing **built prior to 1978**.

**1.** Sellers must disclose the presence of any lead-based paint hazards actually known to the Seller. This disclosure must be made prior to the Seller's acceptance of the Purchaser's offer. An offer may not be accepted until after the disclosure requirements are satisfied and the Purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

**a.** If the Sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following.

**I.** The Sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist.

**II.** The location of the lead-based paint and/or lead-based paint hazards; and

**III.** The condition of the painted surfaces.

**b.** If a lead-based paint hazard is not known to the Seller, the disclosure must include a statement disclaiming such knowledge.

**c.** The Sellers must provide a list of any records and reports available to the Sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the Purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

**d.** The disclosure must include the government-mandated Lead Warning Statement, found on the front side of this form.

**2.** Sellers must provide Purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. A copy of this pamphlet is available from your Sales Associate.

**3.** Sellers must permit a Purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the Purchasers become obligated under the Purchase Agreement.

A civil fine of \$10,000 may be levied against any Seller or real estate Agent who fails to live up to the obligations imposed by this law.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## MORTGAGE / ASSOCIATION INFORMATION REQUEST & RELEASE

Midstate Title Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

RETURN BY FAX TO: \_\_\_\_\_ Attn: \_\_\_\_\_

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

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

Mortgagor: \_\_\_\_\_

FIRST Mortgage Lender: \_\_\_\_\_ Equity Line of Credit? ☐ Yes ☐ No

Loan Number: \_\_\_\_\_ Lender Phone: \_\_\_\_\_

SECOND Mortgage Lender: \_\_\_\_\_ Equity Line of Credit? ☐ Yes ☐ No

Loan Number: \_\_\_\_\_ Lender Phone: \_\_\_\_\_

Please be advised of the following:

\_\_\_\_\_ **Subject Property Sold:** Mortgage will be paid in full

\_\_\_\_\_ **Mortgage Assumption:** Purchaser will assume current Mortgage

\_\_\_\_\_ **Land Contract Sale:** Property sold on Land Contract and Mortgage will not be paid in full

Lender is hereby authorized and directed to furnish Midstate Title Agency of Southern Michigan, LLC at the fax listed above, the following information:

\_\_\_\_\_ **Payoff Letter:** As of the last payment received and posted, including daily interest through \_\_\_\_\_

\_\_\_\_\_ **Assumption Letter:** Status of account, including monthly payment, interest rate, prepayment and escrow balance

\_\_\_\_\_ **Land Contract Status & Approval:** Status of account and approval of sale

By signing this form, Mortgagor authorizes fees associated with ordering the payoff letter to be applied to their account (fax fee/payoff fee).

If either Mortgage is an equity line of credit, by signing this form, Mortgagor authorizes the lender to freeze account from further advances, close account and provide confirmation of the same.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## MORTGAGE / ASSOCIATION INFORMATION REQUEST & RELEASE (continued)

### Association Information Release:

Association and/or Management Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone and/or Email: \_\_\_\_\_

Association or Management Company is hereby authorized and directed to furnish Midstate Title Agency of Southern Michigan, LLC at the fax listed above, a status of account.

\*Please note that this information will be required to assess association fees and calculate proration credits at closing\*

\*If there are fees required by the Association for generating an Association Status Letter, payment prior to closing may be required from Seller or fees may be collected on the Settlement Statement at closing.\*

SIGNED:

\_\_\_\_\_  
Seller/Mortgagor

\_\_\_\_\_  
Last 6 of SSN

\_\_\_\_\_  
Seller/Mortgagor

\_\_\_\_\_  
Last 6 of SSN

\_\_\_\_\_  
Processor Name:

\_\_\_\_\_  
Phone:





# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

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

Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_

File No.: \_\_\_\_\_

Property: \_\_\_\_\_

## **Earnest Money Deposit Escrow Agreement**

Subject matter deposited with Midstate Title Agency of Southern Michigan, LLC (hereinafter referred to as Escrow Agent) is the following:

\$ \_\_\_\_\_

### **PURPOSE**

This deposit is being held by Escrow Agent for the following purpose(s):

The Purchaser and Seller (collectively "Parties") request that Escrow Agent hold an Earnest Money Deposit ("EMD") pursuant to the purchase of the above property with a Purchase Agreement dated \_\_\_\_\_, Escrow Agent is not a party to said Purchase Agreement nor bound by any terms contained therein.

### **CONDITIONS**

The earnest money deposit is to be held for release and delivery at such time as the following terms and conditions have been met:

Escrow Agent is, authorized and directed to release the deposited earnest money to the SELLER when Escrow Agent is in receipt of a signed closing statement and in possession of an instrument, in recordable form, signed by the SELLER, conveying the captioned property to the PURCHASER.

In the alternative, Escrow Agent is authorized and directed to release the earnest money deposit in accordance with any written instructions signed by SELLER and PURCHASER. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery and amount, if necessary.



# MIDSTATE TITLE AGENCY

A DIVISION OF ATTORNEYS TITLE AGENCY

## **Earnest Money Deposit Escrow Agreement (continued)**

The undersigned parties agree that absent joint written and signed instructions by both parties, and in its sole discretion, Escrow Agent may release the Earnest Money Deposit back to the depositing party and upon making such delivery, and performance of any other services included above, Escrow Agent will thereupon be released and acquitted from any further liabilities 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 agency, Escrow Agent is in no way assuming responsibilities for the validity or authenticity of the subject matter of the deposit.

In the event of noncompliance with the terms above or failure by the parties to provide Escrow Agent with a single set of written instructions, signed by both parties to this escrow agreement regarding disposition of the subject matter, Escrow Agent may, in its absolute and sole discretion, at any time initiate an interpleader action in any appropriate court in the State of Michigan naming all parties to this agreement and all other claimants and interested parties as parties to the action and deposit all funds or other security in escrow with the clerk of such court in full acquittance of its responsibilities under this Agreement. Any costs, expenses and fees incurred by Escrow Agent in initiating an interpleader action shall be automatically deducted from any funds being held under this Agreement. If no funds or funds insufficient to commence an interpleader action are being held, the parties agree to jointly and severally be responsible to reimburse Escrow Agent, upon demand by Escrow Agent, for any costs, expenses and fees incurred in initiating an interpleader action.

**IN THE EVENT OF ANY DISPUTE RELATIVE TO ANY OF THE OBLIGATIONS OF ESCROW AGENT, HEREIN, ALL THE UNDERSIGNED PARTIES, JOINTLY AND SEVERALLY, HEREBY INDEMNIFY AND HOLD HARMLESS ESCROW AGENT FROM AND AGAINST ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO ANY ATTORNEY FEES AND COSTS, WHICH ESCROW AGENT MAY SUSTAIN AS A RESULT OF ACTING AS ESCROW AGENT UNDER THIS AGREEMENT.**

## **DEPOSIT OF FUNDS**

All funds received in this Escrow, and any other funds received by Escrow Agent 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 Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligations to account in any manner to the parties to this escrow for the value or 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 on loans to Escrow Agent or its affiliates and subsidiaries, and credits on accounting, reporting, and other services and products of such

**Earnest Money Deposit Escrow Agreement (continued)**

bank. Any such benefits shall be deemed additional compensation of the Escrow Agent for its services and products of such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency or suspension.

**ADDITIONAL PROVISIONS**

This Escrow Agreement and the instructions contained herein are governed by and are to be construed under the laws of the State of Michigan. This Escrow Agreement, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

Any changes in the terms or conditions of this Agreement may be made only in writing signed by all parties or their duly authorized representatives.

Any funds left on balance in this escrow and not claimed within 90 days, from the closing date as set forth in a separate purchase agreement between Seller and Purchaser may be subject to a monthly administrative fee of \$50.00 deducted from the balance of the funds held. In the event that the Escrow Agent, through the action or inaction of Seller or Buyer, is required to continue this escrow beyond the date on which this escrow would have otherwise terminated and have been fulfilled, the aforementioned monthly administrative fee may be deducted for every month, or part thereof, that this escrow remains open. Said deduction shall commence on the first day of the month following the month in which the Escrow Agreement would have by its own terms been fulfilled and terminated.

The parties agree that the electronic signature of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document (including this Escrow Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

This escrow deposit is subject to such fees as are incurred by the Escrow Agent in obtaining invoices, documentation, etc. necessary to fulfill its obligations. Any such fees will be automatically deducted from any amount held by Escrow Agent. For services rendered, Escrow Agent shall receive the sum of \$\_\_\_\_\_.

**Earnest Money Deposit Escrow Agreement (continued)**

We, the undersigned, hereby accept the above-provided terms and conditions.

Buyer:

Seller:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

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

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

We hereby agree to accept the above-described escrow deposit under the terms and conditions herein set forth.

Midstate Title Agency of Southern Michigan, LLC

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

Its: Escrow Officer