



# A Step-By-Step Guide to Selling a Home



For Sale By  
Owner  
Information  
& Forms  
Packet

[suntitle.com](https://www.suntitle.com)

# Table of Contents

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## Getting Started

- 3 | Introduction
- 4 | Seller Roadmap

## Step One: Prep & List Home

- 6 | Preparing Your Home for Sale
- 7 | Tips for a Timely & Enjoyable Experience
- 9 | Key Professionals in a Real Estate Transaction
- 10 | When to Consider a REALTOR®
- 11 | Receive Offers
- 12 | Frequently Asked Questions

## Step Two: Agreements, Disclosures, and Due Diligence

- 14 | Agreements, Disclosures, and Due Diligence
- 15 | Sample Purchase Agreement
- 22 | Common Inspections Explained
- 23 | Financing and Safe Money Transfers
- 24 | Frequently Asked Questions

## Step Three: Closing, Moving, and Final Steps

- 26 | Getting Ready To Close
- 28 | The Importance of Title Insurance
- 29 | Determining Title Insurance Premiums
- 30 | Closing Fee Estimate
- 31 | Preparing for Closing
- 33 | Seller Closing & Move-Out Checklist
- 35 | Frequently Asked Questions

## Appendix: Key Documents

- 38 | Real Estate Purchase Agreement
- 45 | Earnest Money Deposit
- 47 | Seller's Disclosure Statement
- 52 | Lead-Based Paint Disclosure
- 53 | Sun Title Offices for Closing Locations
- 54 | Your Fair Housing Rights
- 55 | Mortgage Lending Discrimination

**Sun Title will assist you every step of the way by:** Answering questions as they arise, coordinating all parties involved in the transaction, assisting with title clearance and closing preparation, obtaining payoffs and lien releases, preparing the closing documents and sending to the parties in advance of the closing date, assisting the lender with documentation to close, closing the transaction and coordinating the receipt and disbursement of funds, recording relevant documents and issuing a final title policy.

# Let's Get Started.

## FOR SALE BY OWNER PACKET\*

Buying or selling property is exciting, but proper documentation is key. We've helped thousands of individuals and investment companies across Michigan and can assist with your transaction. This packet includes documentation once both parties agree on terms. If you haven't found a buyer, contact a licensed real estate agent for help marketing your property.

\*Sun Title cannot guarantee that the information contained in this packet is accurate, reliable, or complete. Sun Title is not acting as your advisor, attorney or agent and nothing contained in this document constitutes investment, legal, tax or other advice. You should not rely solely on this packet in making a decision relating to the purchase or sale of real estate. You should independently investigate each property and obtain legal and other professional advice before making any purchase or sale decision.

# For Sale By Owner

## Step-By-Step Guide to Selling a Home



PREPARE & LIST HOME



SHOWING HOME



RECEIVE OFFERS



PURCHASE AGREEMENT

Enter into binding purchase agreement.

DAYS  
1-10

01

02

03

04

Buyer hires professionals to perform inspections and survey the property and seller provides access.



INSPECTIONS



TITLE SEARCH

A title company is engaged to provide title insurance and escrow services.



PROVIDE DISCLOSURES

DAYS  
10-30

07

06

05



MORTGAGE LENDER

If buyer is obtaining financing, the lender should be selected and fully engaged in the underwriting process.



DUE DILIGENCE COMPLETE

08

09

DAY 30 -  
CLOSING



SET CLOSING DATE

The title company finalizes and shares all closing documents and closing statements with buyer and seller.



CLOSING DOCUMENTS

CLOSING DATE

11

10



CLOSING COMPLETE

Sun Title uses Certifid to securely verify wire instructions and help protect transactions from fraud. **Never trust emailed wire instructions that don't come through Certifid**



PACK & MOVING



JOURNEY COMPLETE

13

14

DAYS

1-10

### 01 PREPARE & LIST HOME

Seller prepares the home for sale and lists it online or through FSBO platforms.

### 02 SHOWING HOME

Seller coordinates showings and prepares the home for buyers.

### 03 RECEIVE OFFERS

Seller reviews an offer submitted by buyer to purchase the property.

### 04 PURCHASE AGREEMENT

Seller and buyer agree on terms and enter into a binding purchase agreement.

DAYS

10-30

### 05 PROVIDE DISCLOSURES

Seller provides the required Seller's Disclosure Statement and Lead-Based Paint Addendum to buyer.

### 06 TITLE SEARCH

Buyer or seller requests Sun Title to begin the title search and prepare the title insurance commitment.

### 07 INSPECTIONS

Seller accommodates buyer's inspection process, then responds to requests by completing repairs or offering a repair allowance.

### 08 MORTGAGE LENDER

Buyer engages lender if one is being used for the purchase financing.

### 09 DUE DILIGENCE COMPLETE

All inspections and surveys are complete and buyer and seller agree to close.

DAYS

30-CLOSING

### 10 CLOSING DOCUMENTS

The closing documents are prepared by Sun Title and sent to the parties in advance of the closing date. Lender approves the mortgage loan and issues a "clear to close" to move forward with the transaction closing.

### 11 SET CLOSING DATE

Following a review of all closing documents, buyer and seller schedule a closing time and location.

### 12 CLOSING COMPLETE

Seller and buyer attend the closing, title and possession transfers, and funds are paid to the respective parties.

### 13 PACK & MOVING

Seller and buyer finalize packing and moving logistics for a smooth transition.

### 14 JOURNEY COMPLETE

Sun Title processes all payoffs and sends the original documents to County Register of Deeds for recording.

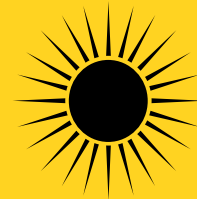
STEP ONE

# Prep & List Home

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Selling your home is an exciting journey, and it all starts with preparation.

In this first step, you will get your home ready for the market, gather key details, and choose how you want to list it. The goal is to make your property shine and set up a smooth path for everything that follows.



**What this stage typically includes:**  
Declutter, clean, and complete small repairs

Gather property details and utility information

Take great photos and craft your listing

Identify professionals who may assist (title, photography, staging, and more)

# Preparing Your Home for Sale

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Getting your home ready before listing helps create a smooth start to the buying and selling process. This section outlines general preparation steps that many sellers complete as they get ready for showings and buyer interest.

## Preparing and Cleaning

- Many sellers begin by completing basic cleaning and simple repairs that improve the presentation of the home.
- Small maintenance tasks can help reduce the chance of issues appearing during inspections.
- Keeping high-traffic areas and frequently used spaces clean can help buyers view the home clearly.

## Curb Appeal

- Straightforward exterior improvements, such as basic lawn care or tidying entry areas, can help create a positive first impression.
- Exterior conditions that may appear in inspections, such as worn surfaces or debris near the home, are often addressed early in the process.

## Helpful Home Information to Gather

- Utility averages and contact information for service providers.
- General age and condition of major systems or appliances, if known.
- A list of recent repairs or upgrades.
- Relevant HOA rules or fee information, if the property is part of an association.
- Basic well or septic details if applicable and known to the seller.

## Photos and Listing Materials

- Sellers often take clear, well-lit photos of key rooms and exterior areas to help buyers understand the layout of the home.
- It can be helpful to capture wide angles where possible and include images of important features.
- Items that identify individuals or sensitive information should be removed from photos.
- Many FSBO listings are shared on widely used real estate platforms or social media.

## Showing Preparation

- Before showings, sellers commonly perform a quick tidy and secure valuables.
- Safety steps, such as ensuring doors and windows are locked after showings, are encouraged.
- Scheduling showings at convenient times and preparing the home so buyers can walk through easily helps create a smooth experience.

# Tips for a Timely & Enjoyable Experience

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Selling a home can be a rewarding experience, but there may be delays in the closing due to situations that could have been avoided. Having an understanding of what may be required at closing and preparing accordingly will help your settlement process go smoothly.

## Access and Easement Questions

If there are shared driveways, private roads, easements, or access agreements affecting the property, make Sun Title aware early in the process. Documentation related to access can be important for preparing the title commitment and resolving any questions that arise.

## Buyer Funds and Settlement Timing

Buyers using financing must follow their lender's requirements before closing. For cash closings, wired funds must clear prior to disbursement. Sun Title will advise on acceptable forms of payment and any timing considerations that affect the settlement date.

## Estates, Trusts, and Death of an Owner

If a property owner has passed away or the property is held in a trust or estate, Sun Title will need copies of the relevant documents. These may include a death certificate, trust certificate, or estate authority paperwork. Providing these as early as possible helps prevent delays during document preparation.

## Foreign Investment in Real Property Tax Act of 1980 (FIRPTA)

If you are a foreign person for U.S. tax purposes, federal law may require the buyer to withhold and remit to the IRS an amount generally equal to 15% of the amount realized from the sale. Certain exemptions and exceptions may apply. Please consult your tax advisor and notify the closing agent as early as possible if you believe FIRPTA may apply to your transaction.

## Home Warranty

If a home warranty product is being provided and shown on contract, advise Sun Title of the amount to be collected for the plan.

## Internal Revenue Service (IRS)

Sun Title is required to report the sale of the property to the IRS. Please provide your social security number(s), Employer Identification Number (EIN) or Individual Taxpayer Identification Number (ITIN) and forwarding address at closing so that an IRS Form 1099S may be provided at closing.

## Judgment Search

Any judgments, tax liens, etc., filed against you which attach to the property, must be paid at closing. Those amounts will be deducted from your net proceeds and will be paid as part of the closing.

## Liens and Other Encumbrances

Tax liens, judgments, or other encumbrances that attach to the property must be addressed before closing. Sun Title will review the title search and let you know if documentation or payoffs are required so these items can be resolved as part of the transaction.

## Maintenance Contracts

If there are service contracts on equipment or appliances that the purchaser wants to assume, provide Sun Title with a copy of the service contract. If any service contract is required to be paid upon the transfer of the property or equipment, Sun Title will need to pay that at closing or obtain proof that buyer is assuming the contract.

## Marital Status

If property is a married couple's homestead, both spouses must sign the mortgage to validly encumber the property, even if only one spouse holds legal title, because Michigan law protects a spouse's homestead interest.

## Marriage, Divorce, and Name Changes

If there has been a marriage, divorce, or legal name change since the last time title was recorded, Sun Title may need documentation to verify ownership and prepare closing documents correctly. These items help ensure signatures and vesting information match the public record.

## Mortgages on the Property

All mortgages and lines of credit on the property must be paid at the time of closing. Sun Title will request detailed information regarding these mortgages including loan number and payment address, for all mortgages on the property. Home Equity lines, even if they have a zero balance, will also require detailed mortgage information in order to fully close the original loan requirements.

## Out of Area Closing Options

If you are unable to attend the closing in person, Sun Title will schedule for a licensed notary public to meet with you and sign the documents needed to complete the closing.

Sun Title may also conduct the closing via a remote online notarization platform where you will be asked to join a secure online closing session. This will require an internet connection and an electronic device with a camera and keyboard.

## Possession and Move-Out Planning

If possession does not occur at the time of closing, the parties may have a written agreement that outlines dates, keys, and any rent or holdover terms. Make Sun Title aware of the possession arrangements so the appropriate documents can be prepared for closing.

## Power of Attorney

The use of a power of attorney must be approved in advance of closing by Sun Title. If you are planning to use a power of attorney, inform Sun Title as soon as possible to allow time to properly review the document.

## Title Issues or Prior Matters

If you are aware of any past title issues, such as boundary questions, unreleased mortgages, or recorded restrictions, please let Sun Title know. Prior matters may require additional documentation so that the title can be cleared for closing.

# Key Professionals in a Real Estate Transaction

Sun Title has knowledgeable, customer-focused professionals available to answer your title and settlement questions. Throughout the home buying and selling process, buyers and sellers may also encounter the following industry specialists who are able to professionally answer questions in their area of expertise:

## Appraiser

An appraiser works on behalf of a lender and provides a market analysis of the subject property. An appraiser's finding is subjective and combined with market findings of sold properties within the surrounding neighborhood.

## Buyer's Agent/Broker

A buyer's agent, or broker, works with the buyer to locate a suitable property and negotiate a successful home purchase. The buyer's agent must enter into an agreement with the buyer that outlines how the buyer's agent will be paid for his or her services.

## Escrow/Closing Officer

An escrow or closing officer is a non-biased third party who works with all participants to facilitate a successful closing of a real estate transaction. At closing, the closing officer will collect the purchase money funds from the buyer and lender as well as the settlement costs from each party. They disburse the funds in accordance with the Closing Disclosure and Settlement Statement and record the necessary documents to transfer ownership of the property.

## Home Inspector

A home inspector objectively and independently provides a comprehensive analysis of a home's major systems and components.

## Insurance Agent

An insurance agent helps a home buyer determine the homeowner's protection coverage needed and then finds the right insurance policy to fit those needs.

## Listing Agent/Broker

A listing agent, or broker, forms a legal relationship with the homeowner to sell the property.

## Loan Officer

A loan officer is a representative of a bank or other financial institution. They help customers identify their borrowing options and help them understand the terms of their loan.

## Real Estate Attorney

A real estate attorney can give advice on all legal aspects of the real estate transaction. Additionally, they are able to draft and review contracts, help decide how to take title and assist with the closing process. In some states, real estate closings can only be conducted by attorneys.

## REALTOR®

A REALTOR® is a licensed real estate agent and a member of the National Association of REALTORS®. They also belong to their state and local Association of REALTORS®. When looking for a REALTOR®, the best place to start is by asking friends and neighbors for referrals. Another resource is the Find a REALTOR® search feature on the National Association of REALTORS® (NAR) website.

## Title Company

Sun Title's thorough title searches, title clearance and title insurance policies help to produce clear property titles, ensure ownership, and enable the efficient transfer of real estate.

# When To Consider A REALTOR®

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While selling your home on your own can seem like a quick way to save cash, oftentimes a REALTOR® can earn you a much higher sale that's more than enough to cover the cost of commission. When deciding whether or not to use a REALTOR®, you should consider the following:

## Knowledge of the Market

**Staging and Improvements:** An outside perspective and expertise in the field allows REALTORS® to know what repairs and adjustments are needed to draw in more buyers. A REALTOR® can pinpoint what features need attention in order to be more attractive on the market.

**Proper Exposure:** It's difficult to gain momentum on your own. While websites offer the ability to showcase homes for sale, REALTORS® have access to the multiple listing service (MLS) and a network of home buyers that may be interested in your property. In addition to showcasing your home to a broader audience, a REALTOR® has knowledge of current trends and competing homes in order to market your property to its full potential.

**Seasonal Knowledge:** The housing market isn't consistent throughout the year. REALTORS® know the market not just for your home, but for all the homes in your neighborhood. Experience in your hometown throughout the years increases the chance of receiving the highest value for your property.

## Scheduling

**Showing:** Selling without a REALTOR® sounds less expensive, but you should consider the time taken off work in order to show homes in addition to the process of scheduling with potential buyers. Do you have the time available to schedule and show your home?

**Open Houses:** According to REALTOR.com, buyers feel uncomfortable touring a home when the seller is present. In addition to having the time, sellers need to determine whether they're comfortable hosting these events.

## Pricing

**Asking Price:** Not all homes on the same block have the same price. REALTORS® can properly assess the value of your home and make comparisons around the market to ensure your home is priced competitively to sell at top dollar.

**Counter Offers & Negotiations:** A buyer's offer goes much deeper than the price. What factors a buyer is or isn't willing to negotiate can make or break a deal. A REALTOR® can help construct the right counter offer to create the best deal for you and your buyer.

## Coordination

**Inspection and Appraisal Coordination:** A REALTOR® can assist in scheduling these key steps and helping the seller respond to findings or issues.

**Title and Lending Liaison:** Communicating with title companies, lenders, and attorneys to keep the transaction on track is also a function that can be managed by an experienced REALTOR®.

**Problem Solving:** Managing unexpected issues such as repair negotiations, appraisal discrepancies, or buyer financing changes may be one of the most critical ways in which a REALTOR® can add value to the transaction when it is needed the most.

# Receive Offers

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When a buyer is ready to move forward, they will present an offer for the property. Sellers review the terms provided by the buyer and confirm that all required details are included before proceeding.

## Information Sellers Commonly Review

- The full legal names and contact information for all buyers
- The property address, parcel number, and county
- The purchase price offered by the buyer
- Whether the buyer intends to pay cash or obtain a new mortgage
- Any fixtures or personal property the buyer has requested to include
- When possession will transfer from seller to buyer
- Any other specific terms included by the parties in the purchase agreement

## What Happens After You Receive an Offer

- The seller reviews the offer and either confirms the terms or provides a counteroffer to buyer
- Once both parties agree, the next step is completing a written purchase agreement
- A purchase agreement must be signed by both buyer and seller to be binding in Michigan
- Each party should receive a fully signed copy for their records

## What to Do After the Purchase Agreement is Complete

- Notify Sun Title of the accepted offer
- Make sure the buyer receives and signs the Seller's Disclosure Statement and Lead-Based Paint Disclosure (if applicable)
- Confirm the buyer submits their Earnest Money Deposit as listed in the purchase agreement

## If Real Estate Agents Are Involved

- If any party has a real estate agent, Sun Title and the other parties should be notified
- Commission information will be added to the closing statements as needed

# Frequently Asked Questions

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## **Have I gathered all necessary documents?**

Most transactions require items such as the deed, past title policies, mortgage information, and recent property tax records. Having these available early helps the title team begin their review. If additional documents are needed during the process, Sun Title will let you know.

## **Am I aware of any liens or outstanding obligations?**

Items such as taxes, assessments, judgments, or other recorded obligations may need to be addressed at closing. Identifying these early helps avoid delays. Sun Title will review the items noted in the title search and request any documentation needed for closing.

## **Have I made required disclosures?**

Michigan sellers provide a Seller's Disclosure Statement and, when applicable, a Lead-Based Paint Disclosure. These documents help communicate known property information to buyer. Providing complete disclosures early helps keep the transaction moving smoothly.

## **Have I prepared the home for showings and inspection?**

Simple cleaning, decluttering, and general upkeep can make it easier for buyers to understand the property. Many sellers address small maintenance items ahead of time to minimize questions during inspection. Presenting the home well often contributes to a smoother experience.

## **Do I understand my closing responsibilities?**

Closing typically includes reviewing and signing the required documents, transferring ownership, and settling any agreed upon amounts. Sun Title will provide the documents needed for signing and will let you know if anything additional is required. Buyers and sellers each complete their respective items to move the transaction toward settlement.

## **Do I have a plan for the move-out timeline?**

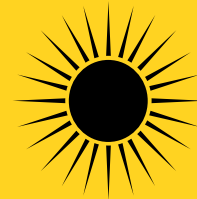
Possession terms vary by agreement and may be tied to the closing date or follow a scheduled occupancy period. Planning your move according to the agreed timeline helps avoid last-minute coordination issues. Be sure to confirm keys, access instructions, and related details ahead of closing.

## **Where Can I Obtain the Documents for the Transaction?**

All standard documents referenced in this packet are included in the Sun Title FSBO Packet. If you need another copy or have questions about locating a specific form, email [FSBO@suntitle.com](mailto:FSBO@suntitle.com). The team can provide replacement materials as needed.

STEP TWO

# Agreements, Disclosures, and Due Diligence



What this stage typically includes:

Complete and sign the purchase agreement

Provide required disclosures

Coordinate inspections

Respond to lender or buyer requests

Stay aware of deadlines for inspections, financing, and due diligence

# Agreements, Disclosures, and Due Diligence

Once you accept an offer, the sale moves into a more structured phase. During this stage, the purchase agreement is finalized, required disclosures are provided, inspections begin, and the buyer's lender starts reviewing the file. Title work is also initiated so that any items affecting the property can be identified early.

This section outlines the typical steps that follow an accepted offer. It explains the documents commonly used in Michigan transactions, how disclosures fit into the process, and what activity occurs as the buyer completes inspections and financing. The goal is to help you stay aware of the typical sequence of events so you understand how the transaction moves toward closing.

## The documents needed to start the process:

### Purchase Agreement

You must have a written and signed purchase agreement to sell property in Michigan - oral contracts for real estate are not enforceable. We've included our Sample purchase agreement on pages 15-21 which includes an explanation of most of the terms and conditions. Please review this before preparing the purchase agreement for your transaction.

Fill out the provided purchase agreement in the appendix and include the terms and conditions you've agreed upon. A seller and buyer can agree to change any of the terms.

Both seller and buyer should receive a copy of the fully signed purchase agreement.

### Seller's Disclosures

Michigan law requires seller to promptly provide buyer with a fully completed Seller's Disclosure Statement, a copy of which is included in the appendix. The seller must complete this form by signing, dating and sending to buyer.

If the house was built prior to 1978, seller must provide a Lead-Based Paint Disclosure to buyer. A copy of the disclosure is included in the appendix which must be completed and sent to the buyer.

### Earnest Money Deposit

If the purchase agreement requires buyer to deposit earnest money, buyer may make the earnest money deposit via check payable to "Sun Title" and include the property address in the memo line of the check or through a secure electronic transfer of funds directly into the Sun Title escrow account. Sun Title will hold the earnest money in our escrow account associated with the property.

### Title Insurance Commitment

To get started, Sun Title requires a non-refundable search fee to be paid so that we can begin our search of the public records and prepare the title insurance commitment. This fee is credited back to the party who paid the fee upon closing.

# Sample Purchase Agreement

**REAL ESTATE PURCHASE AGREEMENT**  
THIS IS A LEGALLY BINDING CONTRACT. BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING.

**PARTIES**

**Buyer(s):** \_\_\_\_\_  
\_\_\_\_\_

**Seller(s):** \_\_\_\_\_  
\_\_\_\_\_

**1. Property.**  
Buyer agrees to purchase from Seller the property located at:  
Street Address: \_\_\_\_\_  
City/Township/Village: \_\_\_\_\_ County: \_\_\_\_\_ State: Michigan  
Legal Description: \_\_\_\_\_  
\_\_\_\_\_

Tax ID (Parcel Number): \_\_\_\_\_ Part of larger parcel?  Yes  No

The Property includes all buildings, improvements, and appurtenances, together with gas, oil, and mineral rights owned by Seller (unless rented), and all fixtures permanently affixed thereto, including but not limited to: plumbing, heating, and electrical fixtures; lighting fixtures, shades, and bulbs; window shades, blinds, drapery and curtain hardware; attached floor coverings and wall-to-wall carpeting; attached mirrors; built-in kitchen appliances; heating and air conditioning equipment (excluding window units) and add-on heating stoves; liquid heating and cooking fuel tanks; water softeners; humidifiers; water pumps, sump pumps, and pressure tanks; underground sprinkling systems; fireplace inserts, grates, screens, and attached doors; television antennas and mounting brackets; smart home devices; satellite dishes and related equipment; security systems; shelving; workbenches; garage door openers and controls; screens, storm windows, and storm doors; awnings; fencing, including invisible/inground fencing; mailbox; landscaping and plantings; storage sheds and outbuildings.

**Also included:** \_\_\_\_\_  
\_\_\_\_\_

**Excluded from sale:** \_\_\_\_\_  
\_\_\_\_\_

The Property is purchased subject to easements, restrictions, and zoning ordinances of record.

**2. Sales Price.**  
The total Sales Price is: \$ \_\_\_\_\_ (Dollars).

**3. Earnest Money Deposit.**  
Buyer deposits \$ \_\_\_\_\_ as earnest money, to be held by **Sun Title Agency of Michigan, LLC**, demonstrating Buyer's good faith. This deposit will be applied toward the Sales Price at closing. If this offer is not accepted, or if the sale fails to close due to an unsatisfied contingency (other than Buyer's default), the earnest money deposit shall be refunded in full to Buyer.

**Buyer(s) Initials:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 1 of 7

Include the full name, address, phone and email of all parties.

Include street address of the property and County where the property is located.

Include the Parcel Number

Any special items you would like to include? Specifically reference them in the blank spaces provided here.

State the full purchase price.

Buyers may, but are not required to, submit an earnest money deposit that would be paid to seller if buyer backs out of the deal. Sun Title will hold the earnest deposit and credit it back to buyer on the closing statement.



#### 4. Method of Payment.

Select one of the following:

**CASH.**

Buyer will pay the full Sales Price by certified or cashier's check upon Seller's delivery of a warranty deed conveying marketable title.

**NEW MORTGAGE.**

This contract is contingent upon Buyer obtaining a  Conventional  FHA  VA  Other: \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_. Buyer will apply for the loan within \_\_\_\_\_ days of the Contract Date. If Buyer fails to deliver written evidence of loan approval within \_\_\_\_\_ days of the Contract Date, Seller may cancel this contract and the earnest money deposit shall be refunded to Buyer. Closing will occur upon Seller's delivery of a warranty deed conveying marketable title. This contract is also contingent upon the Property appraising at or above the Sales Price. If an appraisal obtained by Buyer or Buyer's lender is less than the Sales Price, Buyer shall, within three (3) days after receipt of the appraisal, elect to (i) renegotiate the Sales Price with Seller, (ii) terminate this contract and receive a refund of the earnest money deposit, or (iii) proceed to close at the agreed Sales Price.

**LAND CONTRACT.**

Buyer will pay \$ \_\_\_\_\_ as a down payment, with the remaining balance governed by a Land Contract. Monthly installments of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_%, which  Does  Does Not include prepaid taxes and insurance. Buyer will pay the entire balance within \_\_\_\_\_ years after closing.

**MORTGAGE ASSUMPTION / LAND CONTRACT ASSIGNMENT.**

Subject to holder's approval, Buyer will assume and pay the existing mortgage or land contract per its terms. Buyer will pay the difference between the Sales Price and the existing balance of approximately \$ \_\_\_\_\_ upon Seller's delivery of a warranty deed or land contract assignment. Buyer will reimburse Seller at closing for any escrowed funds.

#### 5. Closing Date.

The closing shall occur no later than \_\_\_\_\_. An additional fifteen (15) calendar days will be allowed to accommodate correction of title defects, survey issues, or lender-required inspections and repairs. During this extension, closing shall occur within five (5) days after all parties are notified that all necessary documents are prepared.

Exceptions: \_\_\_\_\_

#### 6. Title Insurance.

Seller will provide and pay for an Owner's Policy of Title Insurance from **Sun Title Agency of Michigan, LLC**, insuring Buyer's marketable title in the amount of the Sales Price, issued:

- With standard exceptions
- Without standard exceptions (requires a survey at Buyer's expense)

Buyer will apply for a title commitment within \_\_\_\_\_ days of the Contract Date and provide Seller with written notice of any title objections. Seller will then have thirty (30) days after receiving written notice to remedy any claimed defects. If Seller is unable to remedy the defects within thirty (30) days, this contract will terminate and any earnest money deposit will be refunded to Buyer.

#### 7. Transfer Taxes.

Seller will pay all State and County transfer taxes and recording costs required to convey marketable title at closing.

#### 8. Closing Service Fee for FSBO Transactions.

Sun Title Agency of Michigan, LLC charges a For Sale By Owner closing service fee, which is separate from and does not apply toward any other closing fees or title charges. This fee will be paid by:

- Seller
- Buyer
- Shared equally between Buyer and Seller

NOTE: For VA transactions, Seller is required to pay the entire FSBO closing fee and any required termite inspection cost.

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 2 of 7

Are you paying cash? Check the "CASH" box and move to the next Paragraph. Are you getting a mortgage? You need to check the "NEW MORTGAGE" box and specify the type of loan, length of loan, loan to value and interest rate – your lender can help with these terms.

If the buyer is obtaining a new mortgage, the lender will typically order the appraisal. If the buyer is paying cash, the buyer will need to order the appraisal.

The closing date is an important term in the agreement. If buyer is paying cash, insert a date that is at least 30 days out. If buyer is obtaining a mortgage, allow for at least 45 days.

Seller must pay for an expanded owner's title insurance policy to buyer. Seller must provide a title commitment to buyer within 10 days. If the commitment raises concerns, buyer has until expiration of the 30 day due diligence period to ask seller to fix the concern or terminate the agreement.

Pest inspections are not required, but often a good idea. They are different than a "home inspection". They are also required for VA loans.

**9. Taxes and Fee Prorations.**

Seller will pay in full all taxes due and payable at the time of closing. Current year real property taxes and condominium/association fees will be prorated on a calendar year basis (all taxes billed or to be billed in the year of the closing) as of the closing date with Seller paying January 1 through the day before closing.

**Exceptions:** \_\_\_\_\_

**10. Special Assessments.**

Seller will pay in full all public authority charges that are a lien as of the Contract Date, including but not limited to special assessments, paving charges, water or sewer contracts, weed cutting, and lighting charges. Condominium Association assessments will be treated in like manner.

**Exception:**  Buyer will assume any special assessments included with the regular tax bill. Note: Buyer's lender may require these to be paid in full prior to closing.

**11. Water and Sewer.**

Seller will pay in full all water and/or sewer usage charges through the date of possession. Seller will obtain a final bill or meter reading covering usage through the day of possession.

**12. Seller's Disclosures.**

**Seller's Disclosure Statement (select one):**

- Buyer acknowledges receipt of the Seller's Disclosure Statement prior to signing this offer.
- Seller will provide the Seller's Disclosure Statement upon acceptance of this offer. Pursuant to Michigan Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivering written notice to Seller.

**Lead-Based Paint Disclosure:** For properties built prior to 1978, federal law requires Seller to provide a written Lead-Based Paint Disclosure. Seller will provide this disclosure to Buyer upon acceptance of this offer.

**Radon Disclosure:** Michigan requires Sellers to disclose any known radon hazard. Seller represents:

- No known radon issue
- See attached radon disclosure.

**Homestead Status:** Seller represents that the property is currently classified as:  Principal Residence (Homestead)

Non-Homestead for Michigan property tax purposes. Buyer acknowledges this classification may affect tax rates and is advised to verify with the local assessor.

**13. Property Inspection.**

Select one:

- INSPECTION CONTINGENCY:** This offer is contingent upon a satisfactory inspection of the Property, at Buyer's expense, to be completed no later than ten (10) business days after the Contract Date. If Buyer is not satisfied with the inspection results, Buyer must deliver written notice to Seller within two (2) business days of the inspection, upon which this contract will terminate and the earnest money deposit will be refunded to Buyer.
- WAIVER:** Buyer elects not to obtain an inspection and accepts the Property in its AS IS condition as described in Section 16.

**14. Well and Septic.**

The Property (select one):

- Does NOT have a well and/or septic system.
- DOES have a well and/or septic system.

If required by the county or municipality: Seller will order a well and/or septic inspection within ten (10) days of the Contract Date and provide Buyer with all evaluation reports and approvals.

If not required by the county or municipality (select one):

- This offer is contingent upon a satisfactory well and/or septic inspection at the expense of:  Seller  Buyer, by a qualified inspector. If Buyer is not satisfied with the inspection results, Buyer must provide written notice within two (2) business days of receipt of all reports, upon which this contract will terminate and the earnest money deposit will be refunded.
- Buyer waives well and septic inspections.

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 3 of 7

Property taxes will be prorated on a calendar year basis. An "Explanation of Tax Prorations" guide can be found on our website. Seller pays any special assessments that are due as of the closing date.

Seller must provide a Seller's Disclosure Statement within 72 hours. A blank copy is included in the packet.

General inspections should always be performed. Unless the buyer has special knowledge or experience, the buyer should hire a good home inspector to perform a thorough inspection and provide a written report.

Well and septic inspections are important and often required by the County. Seller and buyer should coordinate these inspections with the local health department.



**15. Survey.**

Select one:

- SURVEY CONTINGENCY: This offer is contingent upon a satisfactory survey, at Buyer's expense, ordered no later than ten (10) days after the Contract Date. Buyer will have three (3) days after receipt of the survey to notify Seller in writing of any condition that would interfere with Buyer's intended use. Upon such notice, this contract will terminate and the earnest money deposit will be refunded.
- WAIVER: Buyer elects not to obtain a survey of the Property.

**16. Condition of Property.**

Buyer has personally inspected the Property (subject to any inspection rights in Section 13) and accepts it in its present AS IS condition. Seller will obtain any certificate of occupancy required by the municipality and comply with required corrections. Seller agrees to maintain the Property in its present condition until possession is transferred. Seller will deliver the Property free of all personal property not included in this sale, trash, and debris, in broom-clean condition.

**17. Possession.**

Possession will be given to Buyer:

- At closing.
- \_\_\_\_\_ days after closing, by \_\_\_\_\_:\_\_\_\_\_  AM  PM.

If Seller occupies the Property after closing, Seller remains responsible for all utilities, snow removal, landscape maintenance, and any repairs or replacements necessitated by Seller's misuse, abuse, or neglect. Seller will deliver all keys, garage door openers, and access codes to Buyer at possession. If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay Buyer, as liquidated damages, \$ \_\_\_\_\_ per day plus all of Buyer's actual, reasonable attorney fees incurred in recovering possession of the Property.

**18. Pre-Closing Walk-Through.**

Buyer reserves the right to conduct a walk-through inspection of the Property within twenty-four (24) hours prior to closing to verify the Property is in the condition required by this contract.

**19. Risk of Loss.**

Risk of loss or damage to the Property shall remain with Seller until possession is transferred to Buyer. If the Property is materially damaged or destroyed before closing, Buyer may terminate this contract and receive a full refund of the earnest money deposit.

**20. Default.**

If **Buyer defaults**, Seller may enforce this contract or cancel the contract, retain the earnest money deposit as liquidated damages, and pursue any other available legal remedies. If **Seller defaults**, Buyer may enforce this contract or demand a full refund of the earnest money deposit and pursue any other available legal remedies.

**21. Heirs and Successors.**

This contract binds Buyer, Seller, their personal representatives, heirs, and anyone succeeding to their interest in the Property. Buyer may not assign this contract without Seller's prior written consent.

**22. Time Is of the Essence.**

Time is of the essence for all dates and deadlines set forth in this contract. Any obligation falling on a Saturday, Sunday, or Michigan legal holiday shall be extended to the next business day.

**23. Governing Law.**

This contract shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes arising hereunder shall be subject to the jurisdiction of the courts of the county in which the Property is located.

**24. Additional Conditions.**

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Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 4 of 7

Surveys are very important. Buyer must arrange and pay for a property survey showing all improvements and easements.

Any other details, facts, or important issues not covered in the agreement should be clearly written in this section. You may also refer to an attachment if all the issues will not fit within the space.

**25. Offer / Counter Offer.**

This offer is irrevocable for five (5) days from the date of Buyer's signature. If not accepted by Seller within that period, the earnest money deposit shall be returned to Buyer. If Seller counters this offer, Buyer must initial all changes, sign, and deliver the accepted counter offer to Seller within three (3) days of Seller's countersignature, or the offer will be null and void and the earnest money deposit returned to Buyer.

**26. Entire Agreement.**

This contract constitutes the entire agreement between Buyer and Seller with respect to the Property and supersedes all prior understandings, representations, and agreements, whether written or oral. This contract may not be modified except by a written amendment signed by both parties.

**27. Effective Date.**

The "Contract Date" (also referred to as the Effective Date) is the date the last party to sign this Agreement affixes his or her signature below. All time periods and contingency deadlines in this Agreement run from the Contract Date unless another starting point is expressly stated. If a party fails to date his or her signature, the Contract Date shall be the date on which Buyer receives a fully executed copy of this Agreement.

**28. Brokerage Representation.**

Buyer and Seller each represent that no real estate broker, salesperson, or finder has been engaged in this transaction by that party, except as disclosed in writing and attached to this Agreement. Each party agrees to indemnify and hold the other party harmless from any claim for commission or compensation asserted by any broker, salesperson, or finder claiming to have represented the indemnifying party. Broker commissions are not set by law and are fully negotiable.

**29. Due on Sale.**

Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under any mortgage or land contract to which the Property is subject, unless the lender or holder otherwise agrees or applicable law or regulation otherwise provides.

**30. Wire Fraud.**

Buyer and Seller are advised that wire fraud is an increasingly common problem in real estate transactions. If either party receives any electronic communication directing the party to transfer funds or provide nonpublic personal information (including Social Security numbers, driver's license numbers, wire instructions, or bank account numbers), even if the communication appears to be from the Title Company or another party to this transaction, the recipient should not respond until the recipient has verified the authenticity of the communication by direct telephone contact using an independently verified telephone number. The recipient should not rely on telephone numbers provided within the suspect communication. Such communications may be part of a scheme to steal funds or identity.

**31. Electronic Signatures and Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Signatures delivered by facsimile, email, PDF, DocuSign, or other electronic transmission shall have the same force and effect as original signatures. The parties agree that an electronic signature is the legal equivalent of a handwritten signature.

**32. Notices.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, by email to the address shown in the signature block below, by nationally recognized overnight courier, or by first-class U.S. mail, postage prepaid, addressed to the party at the mailing address shown in the signature block or such other address as the party designates in writing.

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 5 of 7

This agreement assumes that no real estate agents are involved. If a real estate agent is owed a commission as part of the sale, please advise Sun Title immediately so that we may properly reflect the commission on the closing statement(s).

Buyers and sellers are strongly encouraged to seek legal counsel to assist them with the transaction. There are no third parties that are liable or responsible for the terms of the agreement or decisions made in connection with the transaction.

**BUYER(S) — OFFER SIGNATURE**

Buyer Email: \_\_\_\_\_ Buyer Phone: \_\_\_\_\_

Buyer's Mailing Address: \_\_\_\_\_

**Buyer #1 Signature**

**Buyer #2 Signature**

Buyer #1 Printed Name: \_\_\_\_\_

Buyer #2 Printed Name: \_\_\_\_\_

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

**SELLER(S) — ACCEPTANCE OR COUNTER OFFER**

Seller accepts this offer as written.  Seller counters this offer with the following terms:

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

Counteroffer, if any, expires \_\_\_\_\_ at \_\_\_\_\_ (time). Seller has a right to withdraw this counteroffer and to accept other offers until Seller has received notice of Buyer's acceptance.

Seller Email: \_\_\_\_\_ Seller Phone: \_\_\_\_\_

Seller's Mailing Address: \_\_\_\_\_

**Seller #1 Signature**

**Seller #2 Signature**

Seller #1 Printed Name: \_\_\_\_\_

Seller #2 Printed Name: \_\_\_\_\_

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

U.S. Citizen? Seller #1:  Yes  No\* Seller #2:  Yes  No\*

*\*If Seller is not a U.S. Citizen, Seller may be a "foreign person" within the meaning of IRC §1445, in which case Buyer may have FIRPTA withholding obligations. Buyer and Seller are advised to seek professional tax advice.*

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 6 of 7

Buyers must sign and date this section and deliver to seller in order to have a valid offer.

If seller accepts buyer's offer without changes, seller must select "seller accepts this offer as written," sign, and deliver the agreement to buyer. Upon buyer's receipt, the Purchase Agreement becomes binding.

If seller proposes changes, seller must select "seller counters this offer with the following terms:" and specify the revisions. This creates a counteroffer, which must be signed and delivered to buyer.

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**BUYER'S RECEIPT AND ACCEPTANCE OF SELLER'S RESPONSE**

Buyer has received Seller's acceptance or counteroffer. If a counteroffer was made, Buyer has initialed all changes and agrees to the contract as modified.

Buyer #1 Signature

Buyer #2 Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

REAL ESTATE PURCHASE AGREEMENT | Page 7 of 7

If buyer accepts the counteroffer, buyer must sign this section and deliver it to seller. Upon seller's receipt, the Purchase Agreement becomes binding.

# Common Inspections Explained

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Once the purchase agreement is signed, the buyer typically has an opportunity to perform inspections and obtain financing for the purchase. These inspections provide an unbiased evaluation of land being purchased, the home's physical condition, the quality of the water and highlight the cost of any necessary repairs. Here's a summary of the most common forms of inspections available to a buyer when considering the purchase of a home:

## **Comprehensive Home Inspection (Commonly Referred to as a "5 Point Inspection")**

Inspection is conducted onsite by a professional that will inspect the foundation, walls, roof, electrical system, furnace and air conditioner, large appliances, exterior components, rooms, and attic. A comprehensive report will be provided to the buyer identifying any issues or defects found. The buyer should carefully review the inspection report and determine whether to move forward with the transaction.

## **Survey (Boundary Survey with Improvements)**

A survey is one of the most important inspection items a buyer can obtain. A boundary survey with improvements will identify the boundary lines of the property, all improvements constructed on the property, fence lines, utility or other easements, access to the property, and any encroachments from adjacent landowners. A survey will also allow us to issue an owner's title insurance policy without standard exceptions making the coverage stronger for the buyer. If parties would like fees associated with inspection to be paid at closing, we need invoices in advance.

## **Well and Septic Inspection (If No City Water and Sewer)**

Inspection is performed by the health department of the county where the property is located or by a licensed third party professional. An inspection will test integrity of the well, water quality, septic system, and drain field. Some counties require a well and septic inspection before a property may be transferred. Regardless of this requirement, the inspection is vital to the health and safety of the buyer.

## **Seller's Obligations During the Inspection Period**

Seller must accommodate buyer and hired professionals to conduct inspections. Seller has a right to attend inspections, and coordinate the best date and time to meet inspector(s) onsite.

If the property is serviced by a well and/or septic system, seller will need to coordinate and pay for that inspection. The health department in the county where the property is located will be able to advise the seller on the timing, cost and requirements for each inspection.

# Financing and Safe Money Transfers

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## Identity Verification

Sun Title will verify the identity of all buyers and sellers upon receipt of the Purchase Agreement to confirm each party's identity. Buyer and seller will receive a secure identity verification request through CertifiD's Match product, which can typically be completed in less than one minute.

## Lender Requirements

If the buyer is obtaining a loan to purchase the property, a great lender should be selected early in the process. If you need a list of great lenders, please email Sun Title at [YesTeam@suntitle.com](mailto:YesTeam@suntitle.com).

Once a lender has been identified, the buyer will be requested to complete an application to start the mortgage process. The lender will also provide the buyer with a list of requirements needed to process and approve the loan. These requirements typically include: two months of bank statements, two most recent pay stubs, last two years of W-2's, and last two years of signed federal tax returns. Buyers should gather these documents and bring them to the first meeting with their lender. For self-employed buyers, additional information may be requested.

## Safe and Secure Funds Transfers

The buyer's earnest money may be deposited via check or securely through one of Sun Title's electronic payment transfer options, located at [suntitle.com/funds-payments](http://suntitle.com/funds-payments). Contact Sun Title at 616-458-9100 for more details.

When it comes to the closing, the buyer's closing funds may be received by certified check (up to \$300,000) or by wire transfer in any amount. Sun Title utilizes CertifiD ([certifid.com](http://certifid.com)) to securely send its wiring instructions to the buyer so they are not tricked into sending funds to a fraudulent account. The buyer cannot trust any request to wire transfer funds that are not received through CertifiD. If a request seems suspicious, the buyer should not send funds and must call us at 616-458-9100 immediately.

The seller's net closing proceeds may be sent via check or wire transfer after closing. Sun Title will utilize CertifiD to verify the identity of the seller and confirm bank account details so that funds are transferred to the correct account.

# Frequently Asked Questions

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## **Once the Purchase Agreement is Signed, How Quickly Can I Close?**

If the buyer is paying cash and there are no title issues, we can close the transaction within two weeks from the time that all required documentation is received.

If a buyer is working with a lender, the lender typically needs 30 days to qualify the loan. Once the lender is ready, we can close within a few days from the date we receive all required documentation from the lender.

## **Who Holds the Buyer's Earnest Money Deposit (EMD)?**

Sun Title will hold the buyer's EMD and this money is applied to the closing statement as a credit to the buyer. In some cases, your real estate broker may request to hold your EMD.

## **How Do I find Professionals to Help with Inspections?**

Depending on the terms of the purchase agreement, buyer may elect to have a series of inspections performed. Likewise, seller may be responsible for a well and septic inspection. We have a list of qualified inspectors and professionals in the area. For a recommendation, please contact us at [FSBO@suntitle.com](mailto:FSBO@suntitle.com).

## **How Do I Protect My Closing Funds From Wire Transfer Fraud?**

Sun Title utilizes CertifID ([certifid.com](http://certifid.com)) to securely send to its wiring instructions to buyers. Only those wiring instructions may be trusted or followed.

CertifID will also be used to confirm seller's identity and confirm bank details in the event the net closing proceeds are sent to the seller via wire transfer.

## **If the Transaction Does not Close, Who Gets the Earnest Money Deposit?**

It depends. The purchase agreement has specific provisions that may allow buyer to receive back the EMD if a "contingency" to the purchase is not satisfied. Outside of contingent obligations such as financing, inspections, survey, etc., the seller may be entitled to receive the EMD if the buyer cannot fulfill their obligations. Sun Title will prepare an Escrow Release Agreement which will state where the EMD will be paid. If the parties agree, they will sign the release and Sun Title will distribute the EMD accordingly. If the parties do not agree, Sun Title may send the EMD funds to the county court where the property is located and the parties would need to file an action with the court to obtain the EMD funds.

## **If I Cannot Sell My House On My Own, Can You Refer Me to a REALTOR®?**

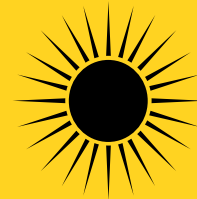
Yes. We work with the best and brightest REALTORS® in all areas of Michigan. If you need a referral to an agent who understands your market, please email us at [FSBO@suntitle.com](mailto:FSBO@suntitle.com) and we would be happy to provide a list.

## **Will Sun Title Prepare Documents and Close the Transaction without Title Insurance?**

No. Sun Title will only assist in a transaction if Sun Title is issuing title insurance.

## STEP THREE

# Closing, Moving, and Final Steps



**What this stage typically includes:**

Review closing documents

Confirm the agreed upon possession date and any move-out timing

Prepare utilities, keys, garage remotes, and access codes for transfer

Bring required identification and any documents requested by Sun Title or your lender to closing

# Getting Ready to Close

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## Are You Ready to Close?

- The “closing” is the time when the property will transfer from the seller to the buyer and funds will transfer from the buyer to seller.
- The parties are typically ready to close once all inspections have been completed, requested repairs have been made, and all other contingencies in the purchase agreement have been satisfied.
- If the parties are not ready to close on or before the closing date specified in the purchase agreement, the parties can sign an addendum extending the purchase agreement to allow for the additional time needed.
- If the buyer is obtaining a loan for the purchase of the property, the lender must approve the closing date.
- All title requirements must be cleared prior to closing and Sun Title will assist in this process.

## Additional readiness considerations:

- As closing approaches, final settlement figures are prepared so both parties have an opportunity to review the amounts that will appear on the closing documents.
- Any remaining documentation from the buyer or seller is typically gathered at this stage so it can be incorporated into the final closing package.
- Lenders, agents, and the title team often coordinate more frequently as they confirm that all file requirements have been satisfied.
- If the transaction includes escrowed items or special conditions, these details are usually confirmed before a closing time is scheduled.
- Communication regarding scheduling generally increases as everyone works toward selecting a date and time that fits the buyer, seller, and lender’s timelines.
- If possession terms differ from the closing date, the parties often review the agreed arrangements during this period to make sure everything is in place for move-out or occupancy.
- Buyers bringing funds to closing may receive information from their lender or title company regarding timing and acceptable methods of payment.
- Sellers typically review draft closing documents in advance when available, allowing questions to be addressed before the signing appointment.
- Once all parties have completed their respective tasks, the closing appointment can be scheduled and the file moves into its final preparation stage.

# Closing Process Overview

## Scheduling the Closing

- During the closing, all documents will be signed and funds transferred to the appropriate parties. Title to the property will transfer from seller to buyer by deed and the seller will receive any proceeds shown on the closing statement.
- If a lender is not involved in the transaction, either party may call Sun Title to request a closing. Sun Title will confirm all the requirements on our title commitment have been satisfied and all parties are ready to close. Once Sun Title receives confirmation, Sun Title will schedule the closing.
- If a lender is involved, the lender will schedule the closing date, time and location. Once Sun Title receives the closing date and time from the lender, Sun Title will contact the buyer and seller to confirm that the closing date, time and location works for them. A list of Sun Title closing locations including contact information for each office may be found at: [suntitle.com/locations](http://suntitle.com/locations).
- If you have any questions regarding a closing, call us at 616-458-9100 and we will be there to help you. Please send us a request at least three (3) days in advance of the desired closing date. Sun Title will do our best to accommodate the desired closing date and time requested.

## Buyers Guideline to Reviewing the Closing Documents

- Buyer will be signing many, if not all, of the following documents at the closing. It is important that these are reviewed in advance so that any questions can be answered ahead of time.
  - **Settlement Statement**: this will include all of the numbers associated with the transaction and identify the amount of money the buyer will need to bring to the closing.
  - **Closing Agreement**: this is a document between buyer and Sun Title that includes several provisions that allow us to insure the transaction.
  - **Property Transfer Affidavit**: this form is required by the State of Michigan to report the sale price of all properties upon transfer and change the address for future tax bills.
  - **Principal Residence Exemption Affidavit**: this form is required to apply buyer's homestead rights to the property. When applied, it will reduce the property tax amount by removing the millage associated with the applicable school operating fund. Buyer homestead rights provide homeowners with legal protections, such as property tax exemptions and protections against certain creditors, on their primary residence, aiming to preserve it for the owner and their family.
  - **Water/Sewer Disclosure**: this is a document acknowledging that Sun Title is not holding any amounts from buyer or seller to pay for the final water or sewer bill after closing.
  - **Mortgage Loan Documents**: if buyer is obtaining a loan, the lender will have its own documents that buyer will sign. Prior to the closing, buyer will receive a Closing Disclosure from the lender which will summarize the key provisions of the loan program as well as a snapshot of all the transaction numbers.

# The Importance of Title Insurance

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As real estate is the nation's largest market, its purchase and sale is essential to the health of the U.S. economy. However, these transactions are never without risk. That's why title insurance has been protecting American homeowners for more than 130 years.

## Overview

When a piece of real property is financed, purchased or sold, a record of that transaction is generally filed in public archives. Likewise, other events that may affect the ownership of a property are also documented and filed. These may include liens, levies, encumbrances, etc. When a buyer purchases title insurance, the title company searches to find (and remedy, if possible) issues that may affect the purchaser's ownership.

## Title Search and Exam

That's where your title insurance differs from traditional insurance models. When you purchase a policy insuring you for matters related to your health or car, the insurance company assesses the risk of insuring you, and bases its premium on the risk being assumed. With title insurance, the insurer first works to identify the status of ownership, liens and other matters affecting title by collecting documents from the public records that are specified by law for the recording of real estate transactions. This process is called the search. Once the search is complete, the title insurance underwriter can then determine the insurability of the title and list exceptions from coverage and requirements to insure.

## Undiscovered Risks

Of course, even the most skilled title professionals may not find all title problems. Other risks include matters that are more difficult to identify, such as title issues resulting from filing errors, forgeries, undisclosed heirs, and other unforeseen problems. That's one reason why your title insurance policy can play a key role in protecting your real estate investment.

## Loan Policy

When you purchase a new home or other piece of real estate property by securing a mortgage, you will be required by your lender to purchase a loan policy of title insurance. This policy insures the lender against covered title defects up to the amount of insurance. This coverage in the favor of the lender lasts for the life of the loan under limited circumstances stated within the policy.

## Owner's Policy

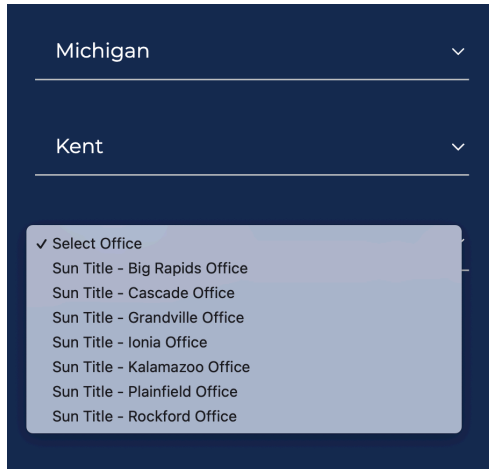
You will also have the option of purchasing an owner's policy of title insurance, which provides insurance directly to the insured owner listed in the policy and describes the type of real estate property interest owned. The insurance in both an owner's and a loan policy is subject to the policy provisions, which include the covered risks, exclusions from coverage, the conditions and the exceptions to title listed on a schedule to the policy.

## Title Premium

You will pay a one-time premium for both the loan policy and the owner's policy at the close of your transaction which is based on the total value of your home and the amount of your loan. This is another way in which title insurance differs from other insurance models where premiums are paid on an ongoing basis.

# Determining Title Insurance Premiums

A web-based title insurance premium calculator can be found on our website at [suntitle.com/rate-calculator/](https://suntitle.com/rate-calculator/)



## Select Nearby Office Location

To get started with the rate calculator, select the office that is nearby.

## Calculate Your Rates

Once you've filled out the form, click "COMPUTE" to pull up an estimated monthly payment along with detailed closing costs.



Scan the QR code or visit [suntitle.com/rate-calculator](https://suntitle.com/rate-calculator) to get started.

SunTitleAgent ONE  
Kent  
Buyer  
Seller  
Ref.

### Buyer

Options

Add Address

Loan Type  
Conventional

Home Price  
Required

Down Payment  
10%

Interest Rate  
6.875%

Term  
Years 30

Misc.

Hazard Insurance  
0.68%

Taxes  
3.39952%

HOA  
Annual Monthly

Closing Date

COMPUTE

This is ESTIMATED DATA and is intended to approximate the payment and fees. The closing date, other debts payable in connection with the transaction, daily interest charges, actual concession amounts and other closing costs can substantially impact the amounts. Parties should rely on this calculator solely for informational purposes. A final Closing Statement will be prepared and signed at the closing and should be the only statement relied upon by the parties.

# Closing Fee Estimate

Fee questions? Free estimate.

A web-based closing fee estimate calculator can be found on our website at [suntitle.com/closing-fee-estimate](http://suntitle.com/closing-fee-estimate)

## Quick Quote

Enter property address

Select an Office

Purchase with financing

\$ Sales Price      Down Payment %

Buyer     Seller

Calculate



Scan the QR code or visit [suntitle.com/closing-fee-estimate](http://suntitle.com/closing-fee-estimate) to get started.

# Preparing for Closing

## Sellers Guideline to Reviewing the Closing Documents

- Seller will be signing many if not all of the following documents at the closing. It is important that these are reviewed in advance so that any questions can be answered ahead of time.
  - **Settlement Statement:** this will include all the numbers associated with the transaction and identify the amount of money the seller will receive at closing or will need to bring to closing.
  - **Deed:** seller will sign this document that transfers the property from seller to buyer.
  - **Bill of Sale:** seller will sign this document which transfers all personal property identified in the purchase agreement from seller to buyer.
  - **Closing Agreement:** this is a document between seller and Sun Title that includes several provisions that allow us to insure transaction.
  - **Request to Rescind Principal Residence:** this form is required to remove the seller's homestead exemption from the property so that it may be applied to a different property.
  - **IRS Form 1099-S:** this is a federally mandated form that reports the sale price to the IRS.
  - **Water/Sewer Disclosure:** this is a document acknowledging that Sun Title is not holding any amounts from buyer or seller to pay for the final water or sewer bill after closing.
  - **Mortgage Payoff(s):** if the seller has a mortgage and/or home equity line on the property at the time of closing, this document will allow us to instruct the lender to close the account associated with the mortgage at the time it is paid in full. This takes place after the closing.
- **Signatures and Documentation:** Confirm who is required to sign. If the property is owned by an entity (e.g., an LLC, corporation, trust etc.), additional documentation will be required to prove that the person signing on behalf of the entity has the authority to do so. If the property is owned jointly (e.g., married couple), both need to sign as sellers. Once confirmed, bring a current photo ID of all signers and any other documents that are requested by Sun Title.
- **Title and Settlement Review:** Seller should confirm all title requirements have been cleared. Review the Settlement Statement to make sure all the numbers are correct.
- **Receiving Funds at Closing:** If seller is receiving funds at the closing, seller should confirm when the funds will be ready. In most cases, a seller will leave the closing with a check. In some cases, this check may be delayed due to the funding procedures of the buyer's lender. If there is any question, please call Sun Title to confirm before closing.
- **Secure Wire Transfers:** If the seller is receiving net closing proceeds via wire transfer after closing, Sun Title will utilize CertifID (certifid.com) to verify the identity of the seller and confirm bank account details so that funds are transferred to the correct account.
- **Possession and Funding Timing:** Seller should confirm the date and time of possession. If buyer's lender is unable to issue a check at closing, seller must decide whether to give full possession to buyer before receiving the funds or extend the possession date until the funds are received.

# Let's Make it a Great Closing Experience!

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Smooth transactions that end with a great closing experience do not happen by accident. They rely on steady communication and timely responses from everyone involved in the sale. Here is a helpful list of factors that often contribute to a positive and efficient closing:

- An understanding of the purchase agreement along with the agreed possession terms.
- The ability to review all documents prior to closing with enough time to ask questions and request changes.
- Knowing the closing date, time, and location in advance.
- Receiving advance notice of any funds or documents needed for closing.
- The closing starting on time with all required parties present.
- Understanding the documents being signed.
- Seller leaves the closing with funds (if applicable) and buyer leaves with keys to the property.
- All requested information from the buyer, seller, lender, or title company is provided ahead of the appointment so documents can be prepared accurately.
- Any required payoffs, association information, or contract addendums are shared early enough to be reflected in the final closing package.
- Communication among the parties remains steady as the closing date approaches, helping address questions before the appointment.
- If remote or out of area signing options are being used, the necessary technology or scheduling arrangements are confirmed in advance.
- Both parties have a clear understanding of any final steps that occur after closing, such as possession timing or forwarding of recorded documents.

# Seller Closing & Move-Out Checklist

Selling a home can be exciting, but a few details can help make your closing smooth and organized.

## Before Closing

- Notify your homeowner's insurance company of your upcoming sale and cancellation date.
- Inform your postal carrier and complete a change of address form for your new location.
- Notify any tenants in writing of the final date of occupancy (if applicable).
- Provide renters with new landlord information and payment instructions in writing if the property is transferring ownership with tenants in place.
- Arrange for final readings on gas, water, and electric meters.
- Cancel or transfer services such as internet, trash pickup, lawn care, and security systems.
- Gather and provide appliance manuals, warranties, and service records for buyer if requested.
- Settle any outstanding bills or liens tied to the property.
- Remove personal belongings and confirm anything included in the sale is left in the home.
- Make arrangements for pets, vehicles, or storage during move-out preparation.
- Complete general cleaning or light touch-ups so the home is in the agreed-upon condition.
- Confirm any agreed possession terms so move-out timing aligns with the purchase agreement.
- Coordinate with movers or transportation services ahead of the closing date.

## At or After Closing

- Turn over all keys, garage openers, and access codes at closing or as agreed.
- Verify forwarding of mail and packages.
- Confirm your final proceeds are wired or delivered per your closing instructions.
- Make sure any remaining documents or receipts requested by Sun Title or the lender are returned promptly.
- Leave behind any agreed-upon items such as remotes, manuals, or entry instructions for the buyer.
- Review possession arrangements once more to ensure a smooth transition after funding and recording.

# Moving Checklist

## Send Change Of Address To:

- Post Office
- Bank
- Credit card companies
- Friends and relatives
- Insurance companies - Life, health, fire, auto
- Automobile - Transfer of car title registration, driver's license
- Utility companies - Gas, light, water, telephone, cable
  - Arrange for any refunds or deposits
  - Arrange for service in new location
- Home delivery - Laundry, newspaper, magazine subscriptions
- School records - Ask for copies or transfer children's school records
- Medical records - Medical, dental, prescription histories
  - Ask doctor and dentist for referrals
  - Transfer needed prescriptions, x-rays, etc.
- Religious Institutions, clubs, civic organizations - Transfer memberships and get letters of introduction
- Pets - Ask about regulations of pet licenses, vaccinations, tags, etc.
- Employer or HR department for payroll and benefits
- Subscription services such as streaming platforms or delivery memberships
- Financial advisors, attorneys, or accountants
- Online shopping accounts where your mailing address is stored

## Don't Forget To:

- Empty freezers - Plan use of foods
- Defrost freezer/refrigerator
- Have appliances serviced for moving
- Contact utility companies for connection - Water, power, cable, trash, etc.
- Stay in contact with your mover - Check with the following: insurance coverage, packing and unpacking labor, arrival day, various shipping papers, method and time of expected payment
- Plan special care and needs of infants, children, pets and potted plants
- Set aside cleaning supplies for last-minute touch ups
- Keep a small box of essentials handy for the first night in your new home
- Label boxes clearly to help with unpacking and room placement
- Take photos of electronics before disconnecting them for easier setup later

## On Moving Day:

- Carry currency, jewelry, documents yourself
- Plan for transporting pets - They can be poor traveling companions if unhappy
- Let a close friend or relative know the route and schedule you will travel including overnight stops; use him/her as message headquarters
- Double check old closets, drawers, shelves to be sure they are empty
- Keep chargers, medications, and daily-use items accessible
- Confirm that all outdoor items, such as grills or patio furniture, are ready for transport
- Leave keys, garage door openers or gate remotes in an agreed location
- Take a final meter reading if needed for your records



# Frequently Asked Questions

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## What Does a Title Company Do Between the Time the Closing is Scheduled and the Closing Date?

**Great communication:** There are several key components that make a real estate transaction an enjoyable one. Great representation, a clear and concise contract, responsive parties and timely communication. At Sun Title, communication is our main product and Sun Title makes it its mission to keep all the parties engaged through proactive and complete communications.

**Problem solving:** Sun Title is a “YES” company that really knows how to work through the toughest of issues that may arise in a transaction. We play a unique role in the real estate and lending industries and we have the experience and track record of getting to “YES.”

**Title clearance:** The title commitment includes a list of requirements that must be satisfied before the closing can take place. Sun Title provides a full service solution for its clients and assists them in all aspects of title clearance. Tracking down prior owner interests, mortgage discharges, deceased people on title, etc., are just a few of the countless issues Sun Title helps its clients resolve on a daily basis. Leave the details to us – Sun Title is very good at them.

**Accurate and timely closing statements:** The numbers are an important part of every real estate deal. Sun Title is responsible for taking the information off the purchase agreement, Title Commitment and lender documents and preparing Closing Disclosures and Closing/Settlement Statements that accurately reflect the understanding of the parties and the costs and requirements associated with closing. As the transaction is preparing to close, updates to the Closing/Settlement Statements will be quick and complete.

**Coordination of all parties involved in the transaction:** A real estate transaction is similar to a musical performance. There are a cast of characters with each one playing a very critical role in the success or failure of the transaction. Sellers, buyers, real estate agents, lenders, title companies, attorneys, surveyors and inspection companies include the most common line up Sun Title sees. At Sun Title, it is our job to coordinate communication, expectations and tasks from all parties involved. With awareness and engagement by all, the closing will take place on time and be a smooth one.

**Coordination and receipt of closing funds:** Sun Title will collect the EMD from buyer as well as buyer’s closing funds prior to the closing. These funds will be held in Sun Title’s escrow account. Once the closing is complete, Sun Title will disburse the closing funds in accordance with the seller’s closing/settlement statement.

**A friendly and professional closing experience:** Buying or selling a home is a life event and something people do only a few times in their lifetime. Sun Title views the closing experience as a celebration of the time, effort and coordination it took to get to the closing table. Our goal is that no person learns anything at the closing table because all the documents, numbers, disclosures, and forms should have been prepared, circulated to you and discussed in advance.

## What Does a Title Company Do After the Closing?

**Fast and accurate disbursements and document recording after close:** Once the closing is complete, a series of things takes place. Sun Title disburses the funds to pay off the seller's mortgage(s), taxes that had been billed but not yet paid, contractor invoices and a number of other things that may have been negotiated between the parties. Sun Title has the responsibility to timely and accurately record the documents that were signed at the closing table. We have a dedicated team that is experienced in disbursing funds and recording documents after the closing.

**Available for questions at anytime – before, during and after the transaction is closed:** From time to time, issues may come up after the closing. Requests for closing packages, easements or other building restrictions on title or just a copy of the closing/settlement statements to provide to a tax accountant are things that a title company should be able to send shortly after being requested. All of our files are stored electronically on secured servers and Sun Title is able to respond to requests for transaction documents and information on a moment's notice. Simply call 616-458-9100 and one of our team of experts will be happy to assist you.

Have other questions? Simply ask Sunny.



Ask Sunny

Is there a property transaction in your future? I can answer any question you have. Just type it below.

How do I sell a property out of an estate?

When selling a property out of an estate, you will typically need to follow these steps...

## Meet Sunny, Your AI-Powered Assistant

Sunny is a multi-lingual agent ready to serve you during your transaction and after closing.

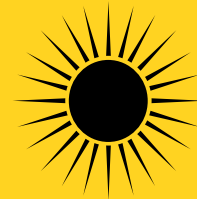
Ask any real estate or title related question and Sunny will provide simple and easy to understand responses no matter how complex the issue.



To start using Sunny, scan the QR code or visit [asksunny.ai](https://asksunny.ai)

APPENDIX

# Key Documents



**What included:**

Real Estate Purchase Agreement

Earnest Money Deposit

Seller's Disclosure Statement

Disclosure of Information  
on Lead-Based Paint and/or  
Lead-Based Paint Hazards

# REAL ESTATE PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING.

## PARTIES

Buyer(s):

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

Seller(s):

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

### 1. Property.

Buyer agrees to purchase from Seller the property located at:

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

City/Township/Village: \_\_\_\_\_ County: \_\_\_\_\_ State: Michigan

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

Tax ID (Parcel Number): \_\_\_\_\_ Part of larger parcel?  Yes  No

The Property includes all buildings, improvements, and appurtenances, together with gas, oil, and mineral rights owned by Seller (unless rented), and all fixtures permanently affixed thereto, including but not limited to: plumbing, heating, and electrical fixtures; lighting fixtures, shades, and bulbs; window shades, blinds, drapery and curtain hardware; attached floor coverings and wall-to-wall carpeting; attached mirrors; built-in kitchen appliances; heating and air conditioning equipment (excluding window units) and add-on heating stoves; liquid heating and cooking fuel tanks; water softeners; humidifiers; water pumps, sump pumps, and pressure tanks; underground sprinkling systems; fireplace inserts, grates, screens, and attached doors; television antennas and mounting brackets; smart home devices; satellite dishes and related equipment; security systems; shelving; workbenches; garage door openers and controls; screens, storm windows, and storm doors; awnings; fencing, including invisible/inground fencing; mailbox; landscaping and plantings; storage sheds and outbuildings.

**Also included:** \_\_\_\_\_

**Excluded from sale:** \_\_\_\_\_

The Property is purchased subject to easements, restrictions, and zoning ordinances of record.

### 2. Sales Price.

The total Sales Price is: \$ \_\_\_\_\_ (Dollars).

### 3. Earnest Money Deposit.

Buyer deposits \$ \_\_\_\_\_ as earnest money, to be held by **Sun Title Agency of Michigan, LLC**, demonstrating Buyer's good faith. This deposit will be applied toward the Sales Price at closing. If this offer is not accepted, or if the sale fails to close due to an unsatisfied contingency (other than Buyer's default), the earnest money deposit shall be refunded in full to Buyer.

Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

**4. Method of Payment.**

Select one of the following:

**CASH.**

Buyer will pay the full Sales Price by certified or cashier's check upon Seller's delivery of a warranty deed conveying marketable title.

**NEW MORTGAGE.**

This contract is contingent upon Buyer obtaining a  Conventional  FHA  VA  Other: \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_. Buyer will apply for the loan within \_\_\_\_\_ days of the Contract Date. If Buyer fails to deliver written evidence of loan approval within \_\_\_\_\_ days of the Contract Date, Seller may cancel this contract and the earnest money deposit shall be refunded to Buyer. Closing will occur upon Seller's delivery of a warranty deed conveying marketable title. This contract is also contingent upon the Property appraising at or above the Sales Price. If an appraisal obtained by Buyer or Buyer's lender is less than the Sales Price, Buyer shall, within three (3) days after receipt of the appraisal, elect to (i) renegotiate the Sales Price with Seller, (ii) terminate this contract and receive a refund of the earnest money deposit, or (iii) proceed to close at the agreed Sales Price.

**LAND CONTRACT.**

Buyer will pay \$ \_\_\_\_\_ as a down payment, with the remaining balance governed by a Land Contract. Monthly installments of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_%, which  Does  Does Not include prepaid taxes and insurance. Buyer will pay the entire balance within \_\_\_\_\_ years after closing.

**MORTGAGE ASSUMPTION / LAND CONTRACT ASSIGNMENT.**

Subject to holder's approval, Buyer will assume and pay the existing mortgage or land contract per its terms. Buyer will pay the difference between the Sales Price and the existing balance of approximately \$ \_\_\_\_\_ upon Seller's delivery of a warranty deed or land contract assignment. Buyer will reimburse Seller at closing for any escrowed funds.

**5. Closing Date.**

The closing shall occur no later than \_\_\_\_\_. An additional fifteen (15) calendar days will be allowed to accommodate correction of title defects, survey issues, or lender-required inspections and repairs. During this extension, closing shall occur within five (5) days after all parties are notified that all necessary documents are prepared.

**Exceptions:** \_\_\_\_\_

**6. Title Insurance.**

Seller will provide and pay for an Owner's Policy of Title Insurance from **Sun Title Agency of Michigan, LLC**, insuring Buyer's marketable title in the amount of the Sales Price, issued:

- With standard exceptions
- Without standard exceptions (requires a survey at Buyer's expense)

Buyer will apply for a title commitment within \_\_\_\_\_ days of the Contract Date and provide Seller with written notice of any title objections. Seller will then have thirty (30) days after receiving written notice to remedy any claimed defects. If Seller is unable to remedy the defects within thirty (30) days, this contract will terminate and any earnest money deposit will be refunded to Buyer.

**7. Transfer Taxes.**

Seller will pay all State and County transfer taxes and recording costs required to convey marketable title at closing.

**8. Closing Service Fee for FSBO Transactions.**

Sun Title Agency of Michigan, LLC charges a For Sale By Owner closing service fee, which is separate from and does not apply toward any other closing fees or title charges. This fee will be paid by:

- Seller
- Buyer
- Shared equally between Buyer and Seller

NOTE: For VA transactions, Seller is required to pay the entire FSBO closing fee and any required termite inspection cost.

**Buyer(s) Initials:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_

**9. Taxes and Fee Prorations.**

Seller will pay in full all taxes due and payable at the time of closing. Current year real property taxes and condominium/association fees will be prorated on a calendar year basis (all taxes billed or to be billed in the year of the closing) as of the closing date with Seller paying January 1 through the day before closing.

**Exceptions:** \_\_\_\_\_

**10. Special Assessments.**

Seller will pay in full all public authority charges that are a lien as of the Contract Date, including but not limited to special assessments, paving charges, water or sewer contracts, weed cutting, and lighting charges. Condominium Association assessments will be treated in like manner.

**Exception:**  Buyer will assume any special assessments included with the regular tax bill. Note: Buyer's lender may require these to be paid in full prior to closing.

**11. Water and Sewer.**

Seller will pay in full all water and/or sewer usage charges through the date of possession. Seller will obtain a final bill or meter reading covering usage through the day of possession.

**12. Seller's Disclosures.**

**Seller's Disclosure Statement (select one):**

- Buyer acknowledges receipt of the Seller's Disclosure Statement prior to signing this offer.
- Seller will provide the Seller's Disclosure Statement upon acceptance of this offer. Pursuant to Michigan Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivering written notice to Seller.

**Lead-Based Paint Disclosure:** For properties built prior to 1978, federal law requires Seller to provide a written Lead-Based Paint Disclosure. Seller will provide this disclosure to Buyer upon acceptance of this offer.

**Radon Disclosure:** Michigan requires Sellers to disclose any known radon hazard. Seller represents:

- No known radon issue
- See attached radon disclosure.

**Homestead Status:** Seller represents that the property is currently classified as:  Principal Residence (Homestead)  Non-Homestead for Michigan property tax purposes. Buyer acknowledges this classification may affect tax rates and is advised to verify with the local assessor.

**13. Property Inspection.**

Select one:

- INSPECTION CONTINGENCY:** This offer is contingent upon a satisfactory inspection of the Property, at Buyer's expense, to be completed no later than ten (10) business days after the Contract Date. If Buyer is not satisfied with the inspection results, Buyer must deliver written notice to Seller within two (2) business days of the inspection, upon which this contract will terminate and the earnest money deposit will be refunded to Buyer.
- WAIVER:** Buyer elects not to obtain an inspection and accepts the Property in its AS IS condition as described in Section 16.

**14. Well and Septic.**

The Property (select one):

- Does NOT have a well and/or septic system.
- DOES have a well and/or septic system.

If required by the county or municipality: Seller will order a well and/or septic inspection within ten (10) days of the Contract Date and provide Buyer with all evaluation reports and approvals.

If not required by the county or municipality (select one):

- This offer is contingent upon a satisfactory well and/or septic inspection at the expense of:  Seller  Buyer, by a qualified inspector. If Buyer is not satisfied with the inspection results, Buyer must provide written notice within two (2) business days of receipt of all reports, upon which this contract will terminate and the earnest money deposit will be refunded.
- Buyer waives well and septic inspections.

**Buyer(s) Initials:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_

**15. Survey.**

Select one:

- SURVEY CONTINGENCY: This offer is contingent upon a satisfactory survey, at Buyer's expense, ordered no later than ten (10) days after the Contract Date. Buyer will have three (3) days after receipt of the survey to notify Seller in writing of any condition that would interfere with Buyer's intended use. Upon such notice, this contract will terminate and the earnest money deposit will be refunded.
- WAIVER: Buyer elects not to obtain a survey of the Property.

**16. Condition of Property.**

Buyer has personally inspected the Property (subject to any inspection rights in Section 13) and accepts it in its present AS IS condition. Seller will obtain any certificate of occupancy required by the municipality and comply with required corrections. Seller agrees to maintain the Property in its present condition until possession is transferred. Seller will deliver the Property free of all personal property not included in this sale, trash, and debris, in broom-clean condition.

**17. Possession.**

Possession will be given to Buyer:

- At closing.
- \_\_\_\_ days after closing, by \_\_\_\_: \_\_\_\_  AM  PM.

If Seller occupies the Property after closing, Seller remains responsible for all utilities, snow removal, landscape maintenance, and any repairs or replacements necessitated by Seller's misuse, abuse, or neglect. Seller will deliver all keys, garage door openers, and access codes to Buyer at possession. If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay Buyer, as liquidated damages, \$\_\_\_\_\_ per day plus all of Buyer's actual, reasonable attorney fees incurred in recovering possession of the Property.

**18. Pre-Closing Walk-Through.**

Buyer reserves the right to conduct a walk-through inspection of the Property within twenty-four (24) hours prior to closing to verify the Property is in the condition required by this contract.

**19. Risk of Loss.**

Risk of loss or damage to the Property shall remain with Seller until possession is transferred to Buyer. If the Property is materially damaged or destroyed before closing, Buyer may terminate this contract and receive a full refund of the earnest money deposit.

**20. Default.**

If **Buyer defaults**, Seller may enforce this contract or cancel the contract, retain the earnest money deposit as liquidated damages, and pursue any other available legal remedies. If **Seller defaults**, Buyer may enforce this contract or demand a full refund of the earnest money deposit and pursue any other available legal remedies.

**21. Heirs and Successors.**

This contract binds Buyer, Seller, their personal representatives, heirs, and anyone succeeding to their interest in the Property. Buyer may not assign this contract without Seller's prior written consent.

**22. Time Is of the Essence.**

Time is of the essence for all dates and deadlines set forth in this contract. Any obligation falling on a Saturday, Sunday, or Michigan legal holiday shall be extended to the next business day.

**23. Governing Law.**

This contract shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes arising hereunder shall be subject to the jurisdiction of the courts of the county in which the Property is located.

**24. Additional Conditions.**

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Buyer(s) Initials: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_

**25. Offer / Counter Offer.**

This offer is irrevocable for five (5) days from the date of Buyer's signature. If not accepted by Seller within that period, the earnest money deposit shall be returned to Buyer. If Seller counters this offer, Buyer must initial all changes, sign, and deliver the accepted counter offer to Seller within three (3) days of Seller's countersignature, or the offer will be null and void and the earnest money deposit returned to Buyer.

**26. Entire Agreement.**

This contract constitutes the entire agreement between Buyer and Seller with respect to the Property and supersedes all prior understandings, representations, and agreements, whether written or oral. This contract may not be modified except by a written amendment signed by both parties.

**27. Effective Date.**

The "Contract Date" (also referred to as the Effective Date) is the date the last party to sign this Agreement affixes his or her signature below. All time periods and contingency deadlines in this Agreement run from the Contract Date unless another starting point is expressly stated. If a party fails to date his or her signature, the Contract Date shall be the date on which Buyer receives a fully executed copy of this Agreement.

**28. Brokerage Representation.**

Buyer and Seller each represent that no real estate broker, salesperson, or finder has been engaged in this transaction by that party, except as disclosed in writing and attached to this Agreement. Each party agrees to indemnify and hold the other party harmless from any claim for commission or compensation asserted by any broker, salesperson, or finder claiming to have represented the indemnifying party. Broker commissions are not set by law and are fully negotiable.

**29. Due on Sale.**

Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under any mortgage or land contract to which the Property is subject, unless the lender or holder otherwise agrees or applicable law or regulation otherwise provides.

**30. Wire Fraud.**

Buyer and Seller are advised that wire fraud is an increasingly common problem in real estate transactions. If either party receives any electronic communication directing the party to transfer funds or provide nonpublic personal information (including Social Security numbers, driver's license numbers, wire instructions, or bank account numbers), even if the communication appears to be from the Title Company or another party to this transaction, the recipient should not respond until the recipient has verified the authenticity of the communication by direct telephone contact using an independently verified telephone number. The recipient should not rely on telephone numbers provided within the suspect communication. Such communications may be part of a scheme to steal funds or identity.

**31. Electronic Signatures and Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Signatures delivered by facsimile, email, PDF, DocuSign, or other electronic transmission shall have the same force and effect as original signatures. The parties agree that an electronic signature is the legal equivalent of a handwritten signature.

**32. Notices.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, by email to the address shown in the signature block below, by nationally recognized overnight courier, or by first-class U.S. mail, postage prepaid, addressed to the party at the mailing address shown in the signature block or such other address as the party designates in writing.

**BUYER(S) — OFFER SIGNATURE**

Buyer Email: \_\_\_\_\_ Buyer Phone: \_\_\_\_\_

Buyer's Mailing Address: \_\_\_\_\_

**Buyer #1 Signature**

**Buyer #2 Signature**

\_\_\_\_\_  
Buyer #1 Printed Name:

\_\_\_\_\_  
Buyer #2 Printed Name:

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

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

**SELLER(S) — ACCEPTANCE OR COUNTER OFFER**

Seller accepts this offer as written.     Seller counters this offer with the following terms:

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

Counteroffer, if any, expires \_\_\_\_\_ at \_\_\_\_\_ (time). Seller has a right to withdraw this counteroffer and to accept other offers until Seller has received notice of Buyer's acceptance.

Seller Email: \_\_\_\_\_ Seller Phone: \_\_\_\_\_

Seller's Mailing Address: \_\_\_\_\_

**Seller #1 Signature**

**Seller #2 Signature**

\_\_\_\_\_  
Seller #1 Printed Name:

\_\_\_\_\_  
Seller #2 Printed Name:

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

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

U.S. Citizen? Seller #1:  Yes  No\*    Seller #2:  Yes  No\*

*\*If Seller is not a U.S. Citizen, Seller may be a "foreign person" within the meaning of IRC §1445, in which case Buyer may have FIRPTA withholding obligations. Buyer and Seller are advised to seek professional tax advice.*

**Buyer(s) Initials:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_

**BUYER'S RECEIPT AND ACCEPTANCE OF SELLER'S RESPONSE**

Buyer has received Seller's acceptance or counteroffer. If a counteroffer was made, Buyer has initialed all changes and agrees to the contract as modified.

**Buyer #1 Signature**

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

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

**Buyer #2 Signature**

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

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

**Buyer(s) Initials:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_

# Earnest Money Agreement

## EARNEST MONEY (BUYER'S DEPOSIT / MONEY DOWN)

Buyers may, but are not required to, submit an earnest money deposit that would be paid to the seller if the buyer defaults and backs out of the deal. It is typically best if the earnest money is held by a neutral third party in case there is a dispute. Sun Title will hold the earnest deposit and apply it as a credit back to the buyer on the closing statement. The terms of the earnest money deposit are determined by the Purchase Agreement.

## TRANSACTION INFORMATION (MUST BE COMPLETED):

Copy of purchase agreement attached   
Copy of check attached     
Title Commitment Requested? Yes No Existing File \_\_\_\_\_

Amount of Deposit: \$ \_\_\_\_\_

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

Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

## DISCLAIMER AND LIMITATION OF LIABILITY

In the event the Deposit is not applied to the purchase price for the real property, Sun Title may deliver the Deposit to an attorney representing buyer or seller, in the sole discretion of Sun Title. Sun Title will be protected by acting in reliance upon any certificate, statement, request, notice, advice, direction, other agreement or instrument or signature reasonably believed by Sun Title to be genuine, by assuming that any person purporting to give Sun Title any of the foregoing in accordance with the provisions of this Agreement, or in connection with either this Agreement or Sun Title's duties hereunder, has been duly authorized to do so, or by acting in good faith. Sun Title will not be liable for any mistake of fact or law or any error of judgment, or for any act or omission, except as a result of its willful misconduct. In the event that Sun Title is uncertain as to its duties or rights hereunder, or receives any certificate, statement, request, notice, advice, direction or other agreement or instrument from any other party with respect to the Deposit which, in Sun Title's opinion is in conflict with any of the provisions of this Agreement, or shall be advised that dispute has arisen with respect to the ownership or

right of possession of the Deposit (or as to the delivery, non-delivery or content of any certificate, statement, request, notice, advice, direction or other agreement or instrument), Sun Title will be entitled, without liability to any person, to refrain from taking any action other than to keep safely the Deposit until Sun Title will be directed otherwise in accordance with this Agreement. Sun Title will be under no duty to institute or defend any proceeding. The parties to the transaction will jointly and severally indemnify Sun Title for, and hold it harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by Sun Title) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by Sun Title or any other cause, in any case in connection with the acceptance of, or performance or non-performance by Sun Title of any of Sun Title's duties under this Agreement.

Intending to be legally bound, the parties agree to the terms of this agreement as of the date set forth below.

**SIGNATURES**

Date of This Deposit:     \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**SELLER**

**BUYER**

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

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

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

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

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

# Seller's Disclosure Statement

**Property Address:** \_\_\_\_\_, Michigan

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

**Seller's Disclosure:** The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

**Instructions to the seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

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

	YES	NO	UNKNOWN	N/A
Range/oven				
Dishwasher				
Refrigerator				
Hood/fan				
Disposal				
TV antenna, TV rotor and controls				

**Appliances/Systems/Services** (continued)

	YES	NO	UNKNOWN	N/A
Electrical system				
Garage door opener and remote control				
Alarm system				
Intercom				
Central vacuum				
Attic fan				
Pool heater, wall liner and equipment				
Microwave				
Trash compactor				
Ceiling fan				
Sauna/hot tub				
Washer				
Dryer				
Lawn sprinkler system				
Water heater				
Plumbing system				
Water softener/conditioner				
Well and pump				
City water system				
City sewer system				
Central air conditioning				
Central heating system				
Wall furnace				
Humidifier				
Electronic air filter				
Solar heating system				
Fireplace and chimney				
Wood burning system				

Explanations (attach additional sheets if necessary):

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

Property Conditions, Improvements and Additional Information:

**1. Basement/crawl space:** Has there been evidence of water? Yes \_\_\_ No \_\_\_

If yes, please explain: \_\_\_\_\_

**2. Insulation:** Describe, if known \_\_\_\_\_

Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown \_\_\_ Yes \_\_\_ No \_\_\_

**3. Roof:** Leaks? Yes \_\_\_ No \_\_\_

Approximate age if known \_\_\_\_\_

**4. Well:** Type of well (depth/diameter, age, and repair history, if known)

\_\_\_\_\_

Has the water been tested? Yes \_\_\_ No \_\_\_

If yes, date of last report/results: \_\_\_\_\_

**5. Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_

**6. Heating system:** Type/approximate age: \_\_\_\_\_

**7. Plumbing system:** Type: copper \_\_\_ galvanized \_\_\_ other \_\_\_

Any known problems? \_\_\_\_\_

**8. Electrical system:** Any known problems? \_\_\_\_\_

**9. History of infestation, if any:** (termites, carpenter ants, etc.) \_\_\_\_\_

\_\_\_\_\_

**10. Environmental problems:** Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel, or chemical storage tanks and contaminated soil on the property.

unknown \_\_\_ Yes \_\_\_ No \_\_\_

If yes, please explain: \_\_\_\_\_

**11. Flood insurance:** Do you have flood insurance on the property?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**12. Mineral rights:** Do you own the mineral rights?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

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

**1.** Features of the property shared in common with the adjoining landowners, such as walls, fences, roads, and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**2.** Any encroachments, easements, zoning violations, or nonconforming uses?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**3.** Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**4.** Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**5.** Settling, flooding, drainage, structural, or grading problems?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**6.** Major damage to the property from fire, wind, floods, or landslides?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**7.** Any underground storage tanks?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**8.** Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**9.** Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**10.** Any outstanding municipal assessments or fees?

unknown \_\_\_ Yes \_\_\_ No \_\_\_

**11.** Any pending litigation that could affect the property or 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:

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

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

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA. BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.730, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY. BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

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

## Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

# Locations

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## Grand Rapids – Corporate Headquarters

385 Leonard St NE  
Grand Rapids, MI 49503  
(616) 458-9100

## Grand Rapids – Plainfield

1410 Plainfield Ave NE  
Grand Rapids, MI 49505  
(616) 458-9100

## Grandville

4600 Ivanrest Ave SW  
Grandville, MI 49418  
(616) 551-2668

## Holland

418 E 8th St  
Holland, MI 49423  
(616) 317-4222

## Ionia

331 W Main St  
Ionia, MI 48846  
(616) 522-9311

## Rockford

124 Courtland St  
Rockford, MI 49341  
(616) 951-7032

## Kalamazoo

6850 Stadium Drive, Suite B  
Kalamazoo, MI 49009  
(269) 888-1100

## Big Rapids

115 S Michigan Ave  
Big Rapids, MI 49307  
(231) 598-9540

## Cascade/Ada

4828 Cascade Rd SE  
Grand Rapids, MI 49546  
(616) 410-7240

## Grand Haven – within LMCU

16916 Robbins Rd  
Grand Haven, MI 49417  
(616) 458-9100

## Greenville

222 S Lafayette St  
Greenville, MI 48838  
(616) 317-4100

# Your Fair Housing Rights

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## What is fair housing?

Fair housing means you can choose where you live free from illegal discrimination. The Fair Housing Act and other civil rights laws protect fair housing choice. Fair housing laws protect you when you are looking for a place to live. This includes renting or buying a home, or getting home or renters' insurance. Fair housing laws protect you after you have housing too.

Fair housing laws protect against unfair treatment based on a protected class.

Protected classes are specific traits of someone, including:

- Race
- Skin color
- National origin or ethnicity
- Religion
- Gender/Sex, including Gender Identity and Sexual Orientation
- Familial status (living with kids under age 18 or being pregnant)
- Disability
- Marital status
- Age

Some city laws add other protected classes, including source of income.

## What is housing discrimination?

Housing discrimination means unfair treatment because of a protected class. This could mean not letting you live somewhere or treating you different. Housing discrimination is obvious sometimes, but not usually. Most of the time it can be hard to tell if discrimination has happened.

Signs of possible housing discrimination:

- A refusal to show or sell a home to you or your family.
- The dwelling has a "For Sale" sign, but you are told it is not available.
- You are steered or directed into or away from certain communities or neighborhoods because of race, ethnic composition, or familial status.
- You are steered or directed into or away from certain communities based on the racial composition of the schools.
- You are told that you won't be safe, neighbors won't want you there, or the neighborhood is not "right" for you.
- The price, terms, conditions, or availability of a home sale change between phone contact and an in-person visit.
- A home is advertised for preferred groups of people only (i.e. "perfect for empty nesters").
- A refusal to approve your condominium purchase because you have an assistance animal.
- A refusal to meet with you because you request a sign language interpreter or need some other reasonable accommodation, such as meeting in a wheelchair-accessible location.

# Mortgage Lending Discrimination

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Mortgage lending discrimination occurs when lenders make decisions about mortgage applications based on protected characteristics such as race, color, religion, sex (including sexual orientation and gender identity), national origin, familial status, or disability, rather than on the applicant's financial qualifications. This can manifest in various ways, including denying a mortgage, offering less favorable terms, or providing different customer service experiences to applicants based on these characteristics.

If you believe you've experienced mortgage lending discrimination in West Michigan, you can report it to the Fair Housing Center of West Michigan (FHCWM). The FHCWM is a private, non-profit organization dedicated to preventing and eliminating illegal housing discrimination and ensuring equal housing opportunities.

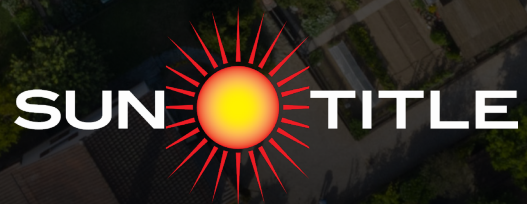
To file a complaint or seek assistance:

Visit the FHCWM Office: 20 Hall Street SE, Grand Rapids, MI 49507

Call: 616-451-2980

Email: [info@fhcwm.org](mailto:info@fhcwm.org)

The FHCWM can investigate your complaint, inform you of your options, and assist with filing complaints with appropriate agencies if necessary.



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1410 Plainfield Ave. NE  
Grand Rapids, MI, 49505  
Phone: 616-458-9100  
Fax: 616-458-9300  
Email: [FSBO@suntitle.com](mailto:FSBO@suntitle.com)  
[suntitle.com](http://suntitle.com)