



Welcome from DFCU Title Agency. We know it can be difficult to sell your home on your own. In an effort to assist you in your efforts, we are pleased to present you with this package of materials for your use and reference.

In this package you will find a few documents needed when selling a home and closing the deal. If you have questions regarding how to complete the forms, we will be happy to answer your questions. Should you decide to place an order with us, the Application for Title Insurance and the Title Information Form may be completed when the order is placed.

Although we realize that your specific situation may be unique, we have attempted to assemble a basic package for your convenience. Please be advised that, depending upon your situation, there may be other documents required by law that we have not included. You are advised to consult with your own attorney.

At DFCU Title Agency, we are here to assist you with your real estate settlement or escrow needs. We will prepare and order all necessary documents for the closing and/or purchase of your home. We can conduct the closing in our office or at a facility convenient to all parties involved. Please feel free to contact us regarding title orders, applications, real estate closing documents or any other matter concerning your real estate needs.

Allow us to thank you, in advance, for the opportunity to work with you. Our mission at DFCU Title Agency is to offer the highest quality services available anywhere. We welcome the opportunity to be of service to you, your neighbors, friends and family.

Sincerely,

DFCU Title Agency Staff

400 Town Center Dr., Suite 106
Dearborn, MI 48126
Phone 313.216.3200 Fax 313.216.3201
www.dfcutitle.com



Steps for a *FOR SALE BY OWNER* Transaction

Ordering Title Insurance-

1. Complete as much of the Application for Title Insurance as you can and send or fax it to DFCU Title Agency. It is okay to send us the Application only partly filled out. It's very easy to add in the other information (Buyer's name, sales price, etc.) later. Sending us the Application as early in the process as possible gives us a chance to see if there are any problems with your title.
2. Complete the Sellers Inspection form and provide a copy to the purchaser along with the Lead Based Paint Disclosure.
3. Complete the Real Estate Purchase Agreement to include property address, sale price, terms and conditions. It is highly recommended that you have your attorney look over the Purchase Agreement. Send us a completed copy of the fully signed Purchase Agreement together with any Earnest Money Deposit checks. Also complete the Mortgage Pay-Off Request and deliver that to DFCU Title Agency.
4. Contact your city or township to see if a 'Certificate of Occupancy' is required to be obtained prior to the closing date. If a Certificate of Occupancy is required, then make arrangements for the inspection and comply with any violations that are cited on the inspection report. Upon completion of the repairs, be sure to schedule your "re-inspection" with the city or township.
5. If the purchaser is obtaining an FHA/VA mortgage, you may be required to obtain a termite inspection. Contact the purchaser's mortgage company to inquire.

Call DFCU Title Agency at 313.216.3200 with any questions you may have.

We will complete the Title Commitment and start gathering all of the information we need in order to successfully process the file and get it closed. If you have any questions or need assistance in completing the paper work, please feel free to call us or come in and we will answer any questions you may have.

The day prior to closing

1. Locate the original Certificate of Occupancy, if your municipality requires it, and bring it to the closing.
2. Locate your Social Security Card (or proof of Social Security number) and bring to closing.
3. Must bring a valid photo ID card to the closing.
4. Locate any and all original tax bills that are still due. Or bring the receipts for any tax bills that you have paid to the closing.

After Closing-

1. Call your water department to order the "final" reading. Send the original bill to the Title Company for reimbursement of any funds owed to you.
2. Make arrangements with a mover or truck rental company.
3. Call your utility companies to arrange 'transfer' of services.

Thank you for choosing DFCU Title Agency. We look forward to working with you.



HOW TO ORDER TITLE WORK

1. **EMAIL YOUR ORDER TO US** at: *orders@dfcutitle.com*
2. **FAX YOUR ORDER TO US** at (313) 216-3201. Use the Application for Title Insurance included in this package.
3. **CALL IN YOUR ORDER** at (313) 216-3200. Be prepared with the information required on the Application for Title Insurance Form. One of our representatives will be happy to assist you.
4. **VISIT US WITH YOUR ORDER.** We are conveniently located at 400 Town Center Dr., Suite 106, Dearborn, MI 48126. Our offices are located on the southbound side of the Southfield Service Drive between Ford Rd. and Michigan Ave. We are next to The Henry Hotel (formerly the Ritz Carleton) at the Fairlane Town Center.

At DFCU Title Agency, our goal is to assist you in any way we can in order to make your real estate transaction as smooth as possible. Please feel free to call us with your comments or questions.

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APPLICATION FOR TITLE INSURANCE

Ordered By/Prepare For: _____ Date Ordered: _____
_____ Est. Date Wanted: _____
_____ Bill To: _____

Type of Transaction: _____ Sales Price: \$ _____

Cash Sale New Mortgage Land Contract Search Only

Seller #1: _____ Marital status: _____

Seller #2: _____ Marital status: _____

Social Security #'s: (S#1) _____ (S#2) _____

Address: _____

Phone: _____ Email Address: _____

Buyer/Borrower #1: _____ Marital status: _____

Buyer/Borrower #2: _____ Marital status: _____

Social Security #'s: (B#1) _____ (B#2) _____

Address: _____

Phone: _____ Email Address: _____

Buyer's Lender Name: _____

Phone: _____ Contact Person: _____

Loan Amount: \$ _____

Property Address: _____

City: _____ County: _____ Property Tax I.D. #: _____

Legal Description: Lot # _____ Unit # _____ Bldg. # _____

Condominium Association Information:

Name of Association: _____

Contact Person: _____

Phone Number: _____

Any items or additional documents to follow (i.e. Death Cert, Old Title policy, Bankruptcy info, Divorce decree):

WHEN COMPLETE PLEASE FAX TO 313.216.3201
(Include a copy of the purchase agreement)

400 Town Center Dr., Suite 106
Dearborn, MI 48126
Phone 313.216.3200 Fax 313.216.3201
www.dfcutitle.com



For Sale By Owner Fee Schedule

FSBO (For Sale by Owner):

Closing fee New Mtg/Cash \$400.00/\$300.00 -- Buyer

Document preparation \$400.00 -- Seller

Obtain Mortgage Payoffs \$25.00 per payoff – Seller

MISCELLANEOUS FEES (all transactions):

Bank Wire fees:

 Incoming \$10.00

 Outgoing \$25.00

Document recording fees: Statutory (see attached)

Tax Certification fees: Statutory (see attached)

Overnight fees: \$25.00

After hours closing add: \$100.00 (after 6:00 pm)

All fees listed above are subject to change on a case-by-case basis.

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RECORDING FEES

WAYNE COUNTY:

FIRST PAGE	\$15.00
ADDITIONAL PAGES	\$ 3.00 each
TAX CERTIFICATION	\$ 4.00 (Each Tax ID Number)
County Transfer Tax	\$0.55/\$500 of Sales Price
State Transfer Tax	\$3.75/\$500 of Sales Price

City of Detroit:

Additional Tax Certification	\$ 8.00
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Include tax certification on land contracts and assignments of land contracts (no certifications on memorandums of land contracts.)

ALL OTHER MICHIGAN COUNTIES:

FIRST PAGE	\$ 14.00
ADDITIONAL PAGES	\$ 3.00 each
TAX CERTIFICATION	\$ 1.00 (Up to Five (5) Tax ID Numbers)
County Transfer Tax	\$0.55/\$500 of Sales Price
State Transfer Tax	\$3.75/\$500 of Sales Price

Include tax certification on land contracts and assignments of land contracts (no certifications on memorandums of land contracts.)

CERTIFIED DOCUMENTS:

NOTE: There are three officials who can "certify" a document: the County Clerk, the Register of Deeds and the Court Clerk. In order to record a "certified" document (e.g. Judgment of Divorce or other court order) it must first be certified by the *Circuit Court Clerk*.

Circuit Court Clerk Certification Fees:

First page	\$10.00
Additional pages	\$ 1.00 per page

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EARNEST MONEY DEPOSIT ESCROW FORM

Today's Date: _____

Property Address: _____

Sellers Name: _____

Purchasers Name: _____

The Purchasers hereby deposit the sum of \$_____ with DFCU Title Agency, LLC to be held in escrow pending the closing of the sale of the above referenced property. We understand that a credit in this amount will be shown as a credit to the Purchaser on the Settlement Statement at the time of closing.

In the event that the transaction does not close, the Earnest Money Deposit held by DFCU Title Agency will be released upon receipt of written directions signed by both Purchasers and Sellers.

Purchaser

Seller

By: _____

By: _____

Purchaser

Seller

By: _____

By: _____

Accepted by DFCU Title Agency, LLC

By: _____

REAL ESTATE PURCHASE AGREEMENT

This Agreement is between: _____, of _____ as Seller, and _____, of _____ as Buyer.

In consideration of the mutual promises made in this Agreement, the parties agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH WITHIN THIS AGREEMENT.

1. DESCRIPTION of the real estate: _____ located in the City of _____ County, State of Michigan.

2. PURCHASE PRICE: The Buyer agrees to pay _____ Dollars, payable as follows:

(a) An Earnest Money Deposit to be held in trust by _____ in the amount of \$ _____ Dollars. This Deposit shall be credited to the Buyer at the closing of this transaction.

- (b) Balance of purchase price shall be paid by
- Cash, Cashiers Check or certified funds
 - Title Company check of new mortgage proceeds
 - Land contract between Seller and Buyer
 - Other: _____

(c) If Buyer is utilizing mortgage financing to purchase this property, then this Agreement is contingent upon Buyer obtaining a mortgage approval within _____ calendar days from the date of Buyer's receipt of a fully executed copy of this Agreement. Buyer shall, in good faith, comply with all requirements of the lending institution. In the event Seller does not receive a written waiver of this contingency by Buyer or a copy of the required mortgage approval within the required time, Seller may terminate this Agreement in writing. If Buyer's application for a mortgage is denied in writing, this Agreement shall be null and void and the earnest money shall be returned to Buyer so long as Buyer has, in good faith, complied with all of Lender's requirements.

3. TITLE: Seller, at Seller's expense, shall provide Buyer prior to closing a commitment for title insurance in an amount equal to the purchase price. If said title commitment fails to show marketable title, Seller shall be permitted a reasonable time to cure such defects. If Seller is unable to cure defects within 30 days, Buyer shall have the option to either accept title "as is" or to terminate this contract and any deposit will be refunded to Buyer. After the closing, Seller, at Seller's expense, shall deliver an ALTA Owner's Policy of Title Insurance without Standard Exceptions insuring Buyer's title to the subject premises. If a survey is required in order to remove the Standard Exceptions, the expense of the survey will be paid by Buyer. If Buyer fails to obtain a survey, the Owner's Policy of Title Insurance will be issued with Standard Exceptions.

4. DEED: Seller shall convey and Buyer shall accept marketable title by Warranty Deed, subject only to zoning, building and use restrictions, easements and rights of way of record and condominium master deed provisions and by-laws if applicable.

5. DATE AND PLACE OF CLOSING: This Agreement shall be closed and the deed and possession shall be delivered on or before _____, 20____, unless extended by other provisions of this Agreement. Closing shall be held at the office of the Seller's title insurance agent, Buyer's mortgage company, either parties attorney or as otherwise agreed upon.

6. POSSESSION: Seller shall deliver possession to Buyer at closing or within _____ calendar days after closing. If possession is not delivered at closing, then from the day after closing to the date of vacating the property as agreed upon, Seller shall pay the sum of \$_____ per day as rent starting with the day after closing and through the date that keys are turned over to the Buyer. Title company shall retain from the amount due Seller at the closing the sum of \$_____ as security for said occupancy charge. Upon written direction from both Buyer and Seller, Title company shall release said occupancy charges for the number of days Seller occupied the premises to Buyer, returning any excess funds to Seller. In addition to the rental charges payable during any such occupancy, Seller shall also pay for all utility services consumed at the premises and shall maintain the premises in the same condition as when received, normal wear and tear excepted.

7. INSPECTION:

- Buyer chooses NOT to have the property inspected.
- Buyer chooses to have the property inspected.

If Buyer choose NOT to have an inspection of the property, then Buyer agrees to accept the premises "AS IS" in its present condition. Buyer agrees that Buyer is satisfied with the condition of the premises and agrees that Buyer has not relied on any representations regarding the condition of the premises made by any party. Buyer knowingly waives, releases and relinquishes any claims or causes of action against the Seller arising out of the condition of the premises. Seller shall be under no obligation to make any repairs.

If Buyer chooses to have an inspection of the property for the presence of lead, wood-destroying insects, environmental and physical conditions, satisfactory plumbing, heating, air conditioning, electrical and roofing and other home systems, this offer is specifically made contingent upon the results of such inspection. Such inspection shall be performed at Buyer's sole cost and expense within Ten (10) business days after acceptance of this offer and Buyer's receipt of Seller's Disclosure Statement. If Buyer is satisfied with the results of said inspection, Buyer shall so notify Seller in writing. If Buyer is NOT satisfied with the results of said inspection, Buyer shall:

Present to Seller an amendment to this Agreement that lists those items Buyer is not satisfied with, which items Seller shall correct before the closing date; or

Present to Seller an amendment to this Agreement agreeing to accept the premises "AS IS" with an appropriate adjustment to the Purchase Price.

Seller shall be under no obligation to accept either of Buyers amendments. In such event, if the parties are unable to reconcile their differences, Buyer shall have the option to complete the sale transaction as contemplated prior to the inspection or to terminate this Agreement and receive a full refund of the Earnest money deposit. In the event that Buyer fails to notify the Seller of either Buyers satisfaction or dissatisfaction with the results of the inspection, it shall be deemed that Buyer is satisfied with the inspection results.

8. CITY INSPECTION: In the event that the local municipality requires an inspection and/or repairs and a Certificate of Occupancy prior to exchange of possession, Seller shall obtain such inspections and make any required repairs and obtain any required Certificate of Occupancy prior to closing.

9. PRORATIONS: Taxes, insurance and rents, if any, shall be prorated as of the date of closing.
10. WATER ESCROW: Title company shall hold the sum of \$_____ of Seller's proceeds in escrow pending receipt of a final water bill. It shall be the Seller's responsibility to order the final meter reading and to order the final water bill.
11. EXPENSES: State and County transfer taxes required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. The cost of recording the deed and the purchase money mortgage, if any, shall be paid by the Buyer.
12. RESTRICTIONS, EASEMENTS, LIMITATIONS: Seller warrants that there shall be no violations of building or zoning codes at the time of closing. Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision or condominium, (c) Public utility easements of record, (d) Prorated taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other:_____.
13. DEFAULT BY BUYER: If the Buyer fails to perform any of the covenants of this Agreement, all money paid pursuant to this Agreement by Buyer shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.
14. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this Agreement, the money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have the right of specific performance.
15. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lien holders known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as the basis for mechanics liens have been paid or will be paid at closing time.
16. DOCUMENTS FOR CLOSING: Seller's title agent or attorney shall prepare any necessary deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer or Buyer's attorney, at least two days prior to scheduled closing date.
17. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases from each tenant together with Seller's Affidavit specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by the tenant. Buyer may contact tenants thereafter to confirm such information. At closing, Seller shall deliver and assign all original leases to Buyer and shall transfer all security deposits to Buyer.
18. TIME IS OF THE ESSENCE: Time is of the essence of this Real Estate Purchase Agreement.
19. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and the premises can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option

of (a) taking the property as is, together with insurance proceeds, if any, or (b) terminating this Agreement, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligation or liability hereunder.

20. MAINTENANCE: Between the date of this Agreement and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of this Agreement, ordinary wear and tear excepted.

21. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control over all printed provisions of this Agreement.

22. OTHER AGREEMENTS: No agreements or representations, unless incorporated into this contract, shall be binding upon any of the parties.

23. LEAD PAINT DISCLOSURE: "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 estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection 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."

24. DISCLOSURES: Buyer acknowledges that Seller has delivered all required disclosures including Lead Based Paint Disclosure and Seller's Property Disclosure Statement.

25. ADDITIONAL PROVISIONS:

Date: _____ BUYER:
By: _____
Witness: _____ By: _____

ACCEPTANCE BY SELLER: The foregoing offer is accepted or counter offered and undersigned agree to sell described property on the terms stated.

Date: _____ SELLER:
By: _____
Witness: _____ By: _____



MORTGAGE PAY-OFF REQUEST

Date: _____

Re: Mortgage Loan # _____

Mortgage Company _____

Mortgage Co. Address: _____

City: _____ State: _____ Zip: _____

Subject Property Address: _____

City: _____ State: _____ Zip: _____

Borrower(s) Names: _____

The above described property has been sold and your mortgage will be paid in full.

Please forward a payoff letter with interest calculated through: _____.

Please include a per diem interest charge.

Please include escrow account information.

Please include the most current tax disbursement information.

SIGNATURE: _____ SOC SEC #: _____

SIGNATURE: _____ SOC SEC #: _____

PLEASE FORWARD THIS INFORMATION TO:

DFCU Title Agency
400 Town Center Dr., Suite 106
Dearborn, MI 48126
PHONE 313.216.3200 FAX 313.216.3201

THIS LETTER SHALL ALSO SERVE AS AUTHORIZATION TO FREEZE OUR HOME EQUITY ACCOUNT AND TO RELEASE AND DISCHARGE THE MORTGAGE UPON RECEIPT OF PAYMENT IN FULL.

OCCUPANCY ESCROW LETTER

Sellers: _____
Purchasers: _____
Property Address: _____

SELLERS:

We, the sellers of the above referenced property, surrender possession, occupancy and the keys for the property to the purchasers as of _____. We request that the escrow agent prorate the occupancy escrow held by them pursuant to the Purchase Agreement. Any unused portion of the funds held in escrow should be delivered to us at the following address:

_____. (The day of closing shall count as day number 1. If possession, occupancy and the keys are delivered prior to 12:00 noon, the day of surrender shall not be counted as an occupancy day.)

By: _____ By: _____

PURCHASERS:

We, the purchasers of the above referenced property, acknowledge receipt of possession, occupancy and the keys for the property as of the date shown above. We request that the escrow agent prorate the occupancy escrow held by them pursuant to the Purchase Agreement. Our portion of the funds held in escrow should be delivered to us at the following address:

_____.

By: _____ By: _____

PLEASE FORWARD THIS INFORMATION TO:

DFCU Title Agency
400 Town Center Drive, Suite 106
Dearborn, MI 48126
Telephone: (313) 216-3200
Facsimile: (313) 216-3201

SELLER'S DISCLOSURE STATEMENT

Property Address: _____, MI
Street City, Village, Township

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

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

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

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

Item	Yes	No	Unknown	N/A	Item	Yes	No	Unknown	N/A
Range/oven:	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water Heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing System	_____	_____	_____	_____
Hood/Fan	_____	_____	_____	_____	Water softener or conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & Pump	_____	_____	_____	_____
TV antenna, Rotor & Controls	_____	_____	_____	_____	Septic Tank & Drain Field	_____	_____	_____	_____
Electrical System	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____	City Water System	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____	City Sewer System	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central Air Conditioning	_____	_____	_____	_____
Central Vacuum	_____	_____	_____	_____	Central Heating System	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall Furnace	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Electronic Air Filter	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____	Solar Heating System	_____	_____	_____	_____
Ceiling Fan	_____	_____	_____	_____	Fireplace & Chimney	_____	_____	_____	_____
Sauna/Hot Tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

Explanations (attach additional sheets, if necessary):

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

Property conditions, improvements & additional information:

- 1. **Basement/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 tank/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 which 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.
Yes _____ No _____ If yes, please explain: _____
- 11. **Flood Insurance:** Do you have flood insurance on the property? Unknown _____ Yes _____ No _____
- 12. **Mineral Rights:** Do you own the mineral rights? Unknown _____ Yes _____ No _____

OTHER ITEMS: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways, or other features whose use or responsibilities for maintenance may have an effect on the property? Unknown _____ Yes _____ No _____
- 2. Any encroachments, easements, zoning violations or nonconforming uses? Unknown _____ Yes _____ No _____
- 3. Any "Common Areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners' association which has any authority over the property? Unknown _____ Yes _____ No _____
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? Unknown _____
Yes _____ No _____
- 5. Settling, flooding, drainage, structural or grading problems? Unknown _____ Yes _____ No _____
- 6. Major damage to the property from fire, wind, floods or landslides? Unknown _____ Yes _____ No _____
- 7. Any underground storage tanks? Unknown _____ Yes _____ No _____
- 8. Farm or farm operation in the vicinity or proximity to a landfill, airport, shooting range, etc.? Unknown _____ Yes _____
No _____
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? Unknown _____ Yes _____ No _____
- 10. Any outstanding municipal assessments or fees? Unknown _____ Yes _____ No _____
- 11. Any pending litigation that could affect the property or the seller's right to convey the property? Unknown _____ Yes _____ No _____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date). The Seller has owned the property since _____ (date). The Seller has indicated above the history and condition of all items based on that information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of the closing, Seller will immediately disclose the changes to the Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Brokers Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of the 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 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY. BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT.

BUYER: _____ DATE: _____ TIME: _____

BUYER: _____ DATE: _____ TIME: _____

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

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint 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.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Protect Your Family From Lead in Your Home



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

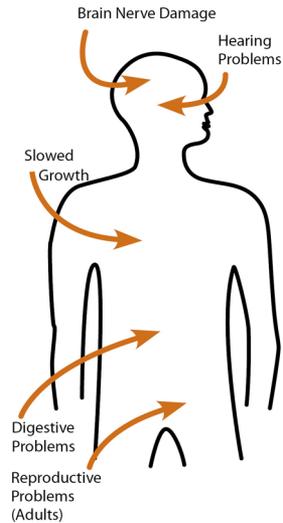
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



POSSIBLE PROBLEMS TO ANTICIPATE AND AVOID

This is a checklist of common problems that can delay or complicate the closing process. This list has been designed to help avoid common problems that can occur.

1. **PURCHASE AGREEMENT**: Has there been an Addendum that will change any of the terms? Are you in receipt of this Addendum? Have you provided a copy of this Addendum to DFCU Title Agency?
2. **STATUS OF THE PARTIES**: (Seller or Purchaser) Has there been any change in title status?
 - a) A death.
 - b) A divorce.
 - c) A recent marriage.
3. **WRITTEN DOCUMENTATION**: Are you in receipt of any and all documentation that may be necessary to satisfy requirements of the title commitment?
 - a) A mortgage payoff letter.
 - b) A copy of court documents, if necessary.
 - c) Evidence of a discharge or satisfaction of a debt.
4. **SETTLEMENT STATEMENT**: Has there been any action taken prior to the scheduled closing that could affect the Settlement Statement?
 - a) A change in the sale price.
 - b) A change in the loan amount.
 - c) A change in the earnest money deposit.
 - d) A gift of money.
 - e) A payment of any installment of a tax or special assessment.
 - f) A payment of any installment of a mortgage or land contract.
5. **POWER OF ATTORNEY**: If one is being used, has it been reviewed and approved by DFCU Title Agency prior to closing? If the Purchaser is represented by an attorney-in-fact, has the lender reviewed and approved the Power of Attorney document?
6. **TAXES AND ASSESSMENTS**:
 - a) If due, has a current tax bill been ordered?
 - b) Has the Seller received notice of any new Special Assessments?

7. WATER STATUS:

- a) Does the property have a well or city water?
- b) Does the property have a septic system or city sewers?
- c) Has the water department been contacted prior to closing for:
 - 1) Possible delinquency.
 - 2) Recent "estimated" rather than "actual" meter readings.
 - 3) Beginning and end dates of last billing.
 - 4) A possible charge that appears to be a special assessment but is not otherwise shown as a confirmed assessment on the general tax roll.

8. LAND CONTRACT PREPARATION:

- a) Are any special clauses needed?
- b) Will there be a Warranty Deed placed in escrow with DFCU Title Agency until the Land Contract is paid in full?

9. INSURANCE:

- a) Has the Purchaser been advised to contact the lender for any special requirements regarding the homeowner's insurance policy?
- b) Has the Purchaser been advised to bring the actual policy and a paid receipt for the premium to the closing?

10. CONDOMINIUM:

- a) Has the Condominium Association been contacted for insurance information?
- b) Has a Condominium Association status letter been ordered?
- c) Is there a Working Capital Account?
- d) Has the Purchaser received and reviewed a copy of the Master Deed and by-laws?

11. CLOSING COSTS:

- a) Has the Purchaser been advised to contact the lender for loan closing costs?
- b) Has the Purchaser been advised to bring a certified or Cashier's check and that cash or a personal check may not be accepted?

12. CLOSING APPOINTMENT: Have all parties been notified of the day, time and place for the closing?



Post Closing Reminders

Utilities: Purchaser and Seller should communicate regarding a move in date and call the utility companies a few days before moving to avoid any interruption in service. Do not request a “shut off”, but rather a change in the name of the resident being billed.

Gas:	DTE	1-800-477-4747
	Consumers Energy	1-800-477-5050
Electric:	DTE	1-800-477-4747

Water: Like taxes, your water service is billed/charged to the property. Final water readings should be requested either to date of closing or possession, based on your purchase agreement.

Tax Rolls: It’s the purchaser’s responsibility to inform the municipality of a change in ownership by filing a Property Transfer Affidavit with the local Assessors office. The purchaser may also wish to claim the Principal Residence Exemption (formerly called Homestead) at the same time. You may be asked to bring a copy of the Warranty Deed to the Assessor’s Office.

Door Locks: Some new owners find it desirable to change the locks on all outside doors. This is highly recommended.

Rent/Occupancy: If money has been escrowed for the Seller’s rental of the property after closing, both the purchaser and seller may expect to receive checks for rent actually used upon the sellers surrender of possession and keys either to a broker or purchaser.

****Please fill out the key exchange form that was provided at closing when the keys are exchanged so the money being held in escrow can be disbursed properly.****

Trash pick-up: Check with the seller, you’re Realtor, a neighbor or your local public works department to determine the regular day for rubbish pick-up.

Mail Service: Notify the Post Office and all correspondents of your change of address. The Post Office may have a Change of Address kit to assist you.



RECORDING REQUIREMENTS

Any document by which title to or any interest in real estate is conveyed, assigned, encumbered or disposed of must meet these requirements for recording in all counties of Michigan.

1. All signatures must be original. Signatures can be in black or blue ink but must be original. The signers name must be typed or legibly printed in **black** ink beneath the signature, including the notary public.
2. The grantor line, the signature line and the acknowledgement lines must be identical.
3. Must include the marital status of all MALE grantors on deeds and mortgages.
4. Deeds, Mortgages and Assignments: The address of each grantee must be shown.
5. The common street address and the property tax I.D. number must be shown.
6. First page must have a blank top margin of 2-1/2 inches. All other margins on all pages must be at least 1/2 inch.
7. The first line of the first page must indicate what event the document evidences. Only one recordable event is allowed per document (e.g. no more "Lease With Assignment Of Rents" and no more blanket mortgages or releases.)
8. All documents must be on white paper with **black** ink. Only actual signatures can be in blue ink. Paper must be at least 20 pound weight and type size must be at least 10 point.
9. Paper size (including all attachments) cannot be smaller than 8-1/2 X 11 nor larger than 8-1/2 X 14.
10. The document must contain the name of the person who drafted the document together with his/her business address.
11. Michigan abolished the witness requirement for deeds and mortgages yet all original signatures must still be notarized.
12. Warranty deeds, land contracts and assignments of land contracts must be tax certified before they will be accepted for recording.
13. All deeds (warranty or quit claim) must show the dollar value of the consideration or the precise exemption clause. Transfer tax will be charged accordingly.
14. Court orders must be certified by the court with an original seal. Death certificates must be certified with a raised seal. True copies are not sufficient.



COUNTY AND STATE TRANSFER TAX EXEMPTIONS

COUNTY TRANSFER TAX EXEMPTIONS

Exempt under MCL 207.505 (_____) or MSA 7.456 (5) (____)

- (a) Instruments with consideration of less than \$100.00.
- (b) Instruments evidencing contracts or transfers which are not to be performed wholly within this state insofar as such instruments include land lying outside of this state.
- (c) Written instruments which this state is prohibited from taxing under the constitution or statutes of the United States.
- (d) Instruments or writings given as security or any assignment or discharge thereof.
- (e) Instruments evidencing leases, including oil and gas leases, or transfers of such leasehold interests.
- (f) Instruments evidencing any instruments which are assessable as personal property.
- (g) Instruments evidencing the transfer of rights and interests for underground gas storage purposes.
- (h) Instruments
 - (i) in which the grantor is the United States, the state, any political subdivision or municipality thereof, or officer thereof acting in his or her official capacity.
 - (ii) given in foreclosure or in lieu of foreclosure of a loan made, guaranteed or insured by the United States, the state, any political subdivision or municipality thereof, or officer thereof acting in his or her official capacity.
 - (iii) given to the United States, the state or one of their officers as grantee, pursuant to the terms of guarantee or insurance of a loan guaranteed or insured by the grantee.
- (i) Conveyances from a husband or wife or husband and wife creating or disjoining a tenancy by the entireties in the grantors or the grantor and his or her spouse.
- (j) Judgments or orders of courts of record making or ordering transfers, except where a specific monetary consideration is specified or ordered by the court therefore.
- (k) Instruments used to straighten boundary lines where no monetary consideration is given.
- (l) Instruments to confirm titles already vested in grantees, such as quitclaim deeds to correct flaws in titles.
- (m) Land contract whereby the legal title does not pass to the grantee until the total consideration specified in the contract has been paid.
- (n) Instruments evidencing the transfer of mineral rights and interests.
- (o) Instruments creating a joint tenancy between two or more people where at least one of the persons already owns the property.

STATE TRANSFER TAX EXEMPTIONS

Exempt under MCL 207.526(_____) or MSA 7.456 (26) (___)

- (a) A written instrument in which the value of the consideration is less than \$100.00.
- (b) A written instrument evidencing a contract or transfer that is not to be performed wholly within this state only to the extent the written instrument includes land lying outside this state.
- (c) A written instrument that this state is prohibited from taxing under the United States constitution or federal statutes.
- (d) A written instrument given as security or an assignment or discharge of the security interest.
- (e) A written instrument evidencing a lease, including an oil and gas lease, or a transfer of a leasehold interest.
- (f) A written instrument evidencing an interest that is assessable as personal property.
- (g) A written instrument evidencing the transfer of a right and interest for underground gas storage purposes.
- (h) Any of the following written instruments:
 - (i) A written instrument in which the grantor is the United States, a political subdivision or municipality of this state, or an officer of the United States or of this state, or a political subdivision or municipality of this state acting in his or her official capacity.
 - (ii) A written instrument given in foreclosure or in lieu of foreclosure of a loan made, guaranteed, or insured by the United States, this state, a political subdivision or municipality of this state, or an officer of the United States or this state, or political subdivision or municipality of this state acting in his or her official capacity.
 - (iii) A written instrument given to the United States, this state, or one of their officers acting in an official capacity as grantee, pursuant to the terms or guarantee or insurance of a loan guaranteed or insured by the grantee.
- (i) A conveyance from a husband or wife or husband and wife creating or disjoining a tenancy by the entireties in the grantors or the grantor and his or her spouse.
- (j) A conveyance from an individual to that individual's child, stepchild, or adopted child.
- (k) A conveyance from an individual to that individual's grandchild or step-grandchild or adopted grandchild.
- (l) A judgment or order of a court of record making or ordering transfer, unless a specific monetary consideration is specified or ordered by the court for the transfer.
- (m) A written instrument used to straighten boundary lines if no monetary consideration is given.
- (n) A written instrument to confirm title already vested in a grantee, including a quitclaim deed to correct a flaw in title.
- (o) A land contract in which the legal title does not pass to the grantee until the total consideration specified in the contract has been paid.
- (p) A conveyance that meets 1 of the following:
 - (i) A transfer between any corporation and its stockholders or creditors, between any limited liability company and its members or creditors, between any partnership and its partners or

creditors, or between a trust and its beneficiaries or creditors when the transfer is to effectuate a dissolution of the corporation, limited liability company, partnership, or trust and it is necessary to transfer the title of real property from the entity to the stockholders, members, partners, beneficiaries, or creditors.

(ii) A transfer between any limited liability company and its members if the ownership interests in the limited liability company are held by the same persons and in the same proportion as in the limited liability company prior to the transfer.

(iii) A transfer between any partnership and its partners if the ownership interests in the partnership are held by the same persons and in the same proportion as in the partnership prior to the transfer.

(iv) A transfer of a controlling interest in an entity with an interest in real property if the transfer of the real property would qualify for exemption if the transfer had been accomplished by deed to the real property between the persons that were parties to the transfer of the controlling interest.

(v) A transfer in connection with the reorganization of an entity and the beneficial ownership is not changed.

- (q) A written instrument evidencing the transfer of mineral rights and interests.
- (r) A written instrument creating a joint tenancy between two or more persons if at least one of the persons already owns the property.
- (s) A transfer made pursuant to a bona fide sales agreement made before the date the tax is imposed, if the sales agreement cannot be withdrawn or altered, or contains a fixed price not subject to change or modification. However, a sales agreement for residential construction may be adjusted up to 15% to reflect changes in construction specifications.
- (t) A written instrument evidencing a contract or transfer of property to a person sufficiently related to the transferor to be considered a single employer with the transferor under section 414 (b) or (c) of the Internal Revenue Code of 1986, as amended.
- (u) A written instrument conveying an interest in property for which an exemption is claimed under section 7cc of the general property tax act, 1893 PA 206, MCL 211.7cc, if the state equalized valuation of that property is equal to or lesser than the state equalized valuation on the date of purchase or on the date of acquisition by the seller or transferor for that same interest in property. If after an exemption is claimed under this subsection, the sale or transfer of property is found by the treasurer to be at a value other than the true cash value, then a penalty equal to 20% of the tax shall be assessed in addition to the tax due under this act to the seller or transferor.
- (v) A written instrument transferring an interest in property pursuant to a foreclosure of a mortgage including a written instrument given in lieu of foreclosure of a mortgage. This exemption does not apply to a subsequent transfer of the foreclosed property by the entity that foreclosed on the mortgage.
- (w) A written instrument conveying an interest from a religious society in property exempt from the collection of taxes under section 7s of the general property tax act, 1893 PA 206, MCL 211.7s, to a religious society if that property continues to be exempt from the collection of taxes under section 7s of the general property tax act, 1893 PA 206, MCL 211.7s.

DOCUMENT GLOSSARY

Seller's Settlement Statement

The Seller's Settlement Statement is an outline of the credits and charges from a Seller's perspective.

A. Seller Credits

- 1) Sale Price- The Seller is given a credit for the purchase price according to the Purchase Agreement and any addendums.
- 2) Tax Pro-rations- The Seller is charged for the current years property taxes and then receives a credit for the portion of the tax year that they no longer own the home. These pro-rations are computed based on the terms of the Purchase Agreement. Typically, pro-rations are done based on a tax "due-date" basis. On a due-date basis, taxes are paid a year in advance. For example, when taxes are due on July 1st, the tax bill is actually for July 1st through June 30th of the following year. The Seller is credited back the taxes for the portion of the current and/or upcoming year that they no longer own the home.

B. Seller Charges

- 1) Water/Sewer Escrow- In order to account for the Seller's final un-paid water bill, the Title Company will hold an amount in escrow, usually \$200.00, from the Seller's proceeds for payment.
- 2) Occupancy Escrow- If the Purchase Agreement allows, the Buyer is entitled to rent the property to the Seller from the date of closing until the date the Seller vacates the property. The amount held in escrow is typically 1/30th of the Buyers mortgage payment plus taxes and insurance, per day of occupancy. If there is no mortgage, it is a mutually agreed upon price.
- 3) Earnest Money Deposit- The Seller is charged for the amount of the Earnest Money Deposit they have previously received.
- 4) Owners Policy- This charge to the Seller is for payment of the Title Insurance Policy which provides the Buyer with insured proof of ownership. The price of the Policy is determined by the sale price. Title Insurance rates are regulated by the State of Michigan.
- 5) County Transfer Tax- Also known as "Revenue stamps". This is a statutory fee charged to the seller, and payable to

the county. The fee is assessed at \$.55 per \$500.00 or portion thereof, of the sales price.

- 6) State Transfer Tax- All properties sold after January 1, 1995 will be assessed \$3.75 per \$500.00, or portion thereof, of the sale price.
- 7) First Mortgage Payoff- This charge is to pay off the seller's existing mortgage.

Buyer's Settlement Statement

The Buyer's Settlement Statement is an outline of the charges and credits from a Buyer's perspective.

A. Buyer Charges

- 1) Sale Price- The Buyer is charged for the purchase price according to the Purchase Agreement and any addendums.
- 2) Tax Pro-rations- The Buyer is charged for the summer and winter real property tax pro-rations. These pro-rations are computed based on the terms of the Purchase Agreement. Typically, pro-rations are done on a tax "due-date" basis. On a due-date basis, taxes are paid for the coming year in advance. For example, when summer taxes are due on July 1st, the bill is actually for July 1st through June 30th of the following year. The Buyer is charged the taxes for the portion of the current and coming year that they will be the owner of the home.

B. Buyer Credits

- 1) Earnest Money Deposit- The Buyer is credited for the amount of the Earnest Money Deposit previously paid.
- 2) First Loan Credit- The Buyer is credited the amount of the new mortgage.

Warranty Deed

The Warranty Deed transfers the ownership interest of the Sellers, commonly known as the Grantors, to the Buyers, commonly known as the Grantees. In order for the Deed to be recorded, it *must* have an original signature, *must* be notarized and must also comply with other statutory requirements.

Bill of Sale

The Bill of Sale describes and transfers the Seller's ownership interest in the non-realty items transferred with the property. Typically, these items are appliances, outdoor equipment or any items not considered fixtures.

Water/Sewer Escrow Agreement

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

Occupancy Escrow Agreement

If the seller will remain in possession after the closing date, an Occupancy Escrow Agreement may be used. This agreement describes the terms and conditions under which the occupancy escrow will be held and disbursed.

Statement 1099-S Report

In most cases, the 1099-S report is a federally required report. The information provided by the Seller for this report is transmitted to the IRS to report the property has been sold and the amount of the sale. The IRS uses this information to track capital gains on the sale of the home.

Estoppel Certificate

The Estoppel Certificate is a list of certifications by the Buyer and the Seller.

Payoff Statement

This is a statement from a mortgage company setting forth the amount necessary to fully pay off the seller's existing mortgage. DFCU Title will use this to determine the actual mortgage payoff amount for the Seller's mortgage.

Purchase Agreement

The Purchase Agreement is a binding contract between the Buyer and the Seller. It provides a blueprint of the transaction including the terms and provisions of the sale.

Title Commitment

The Title Commitment is issued by DFCU Title Agency on behalf of an insurance company (underwriter). It is broken down into different schedules.

- A. Schedule A- Describes the proposed insured (Buyers) and the Buyers mortgage company. It also indicates the current owner as disclosed by the public record and the legal description of the subject property.
- B. Schedule B Section I - The requirements listed on this page *must* be met *prior* to the issuance of a title policy. This area also includes property tax information.
- C. Schedule B Section II – The exceptions listed in this section *must* be released or satisfied or they will be shown as an exception to the coverage provided under a title policy.

Homestead Exemption Update

This is now called the Principal Residence Exemption and it allows homeowners an exemption from paying certain school operating taxes. By completing and signing this form, the Buyer, provided they will actually occupy the property as their principal residence, will be entitled to claim their homestead exemption. By completing and signing a Rescission of Principal Residence Exemption, the Seller rescinds any exemptions currently in place. Each person is only allowed to claim one principal residence as their homestead.