



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.

400 Town Center Dr., Suite 106
Dearborn, MI 48126
Phone: (313) 216-3200 | Fax: (313) 216-3201
www.dfcutitle.com

APPLICATION FOR TITLE INSURANCE

Ordered By/Prepare For: _____ Date Ordered: _____

Bill To: _____

Type of Transaction:

Sales Price: \$ _____

Cash Sale New Mortgage Land Contract Search Only

Seller #1: _____ Marital status: _____

Seller #2: _____ Marital status: _____

Put last 4 digits of social security numbers below:

(S#1) _____ (S#2) _____

Current Address: _____

Phone: _____ Email Address: _____

Buyer/Borrower #1: _____ Marital status: _____

Buyer/Borrower #2: _____ Marital status: _____

Put last 4 digits of social security numbers below:

(B#1) _____ (B#2) _____

Current Address: _____

Phone: _____ Email Address: _____

Buyer's Lender Name: _____

Phone: _____ Contact Person: _____

Loan Amount: \$ _____

*Are Seller and Buyer Related? Yes No If Yes, what is the relationship: _____

Property Address: _____

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

Legal Description (If Known): Lot # _____ Unit # _____ Bldg. # _____

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

DO NOT GIVE ANY OTHER PARTIES COPIES OF THIS FORM WITH YOUR SOCIAL SECURITY NUMBERS ON IT.

WHEN COMPLETE PLEASE EMAIL TO
ORDERS@DFCUTITLE.COM OR FAX TO 313.216.3201
(Please 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

AGREEMENT OF SALE

The undersigned Purchaser(s) hereby offer and agree to purchase land described as _____ more commonly known as _____ together with all fixtures and appurtenances in or on the premises (unless specifically excepted herein) including by way of example, but not limited to, lighting fixtures, shades, Venetian blinds, drapery hardware, curtain rods, curtains, ventilating fixtures, window and door screens, storm sash, storm windows (if any), garage door openers, garage door transmitters, water softener, built-in kitchen equipment, attached mirrors, attached humidifiers and incinerators, awnings, all TV antenna, rotors and controls, landscaping, fuel tank, attached carpeting, attached barbeque unit, if any, now on the premises as well as the following personal property for which a bill of sale shall be given, namely _____, said items to be transferred in their as is condition with no warranty either express or implied.

Purchase Price and Financing: The undersigned Purchaser(s) agree to pay the undersigned Seller(s) \$_____, said price to include both the real and personal property to be conveyed.

The sale shall be

- Cash, Cashiers Check or certified funds
- Title Company check of new mortgage proceeds
- Land contract between Seller and Buyer

Other:

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.

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.

Deposit: The Purchaser shall deposit the sum \$_____ with _____ Said deposit shall be held in an escrow account and credited to the buyer upon closing.

Purchaser's Obligation to Obtain Funding: This agreement is contingent upon the purchaser being able to secure a conventional mortgage, and shall pay the remaining down payment plus mortgage costs, pre-paid items, and adjustments. Purchaser agrees to apply for such mortgage within 7 business days from acceptance of this offer at Purchaser's own expense and to diligently pursue obtaining of same including compliance with all requirements of the prospective lender. If said mortgage application is rejected, Purchaser must give notice to Seller within 7 business days from the date of Seller's acceptance hereof, in which event one half of the

deposit money shall be refunded in full termination of this agreement and the other half shall be retained by the sellers. In the event Purchaser does not deliver to Seller notice of a mortgage commitment within 30 days of execution of this agreement, at the Seller's option this offer may be declared null and void and deposit money shall be retained by the seller.

Use and Occupancy: If the Seller occupies the property at the time of closing, Seller agrees to vacate the property on or before _____ days from the date of closing. From the date of closing to and including the date that Seller vacates the property, Seller shall pay the sum of a per diem charge \$_____. The amount of \$_____ shall be withheld from the Seller's closing proceeds by an escrow agent (title company supervising the closing) for said occupancy charges. If the Seller vacates the property and turns over possession before the time allotted above, Seller shall be entitled to a refund of the unused portion of the use and occupancy escrow. In the event that the seller remains in the property over the time herein stated, Seller agrees to pay 1.5 times the daily occupancy charge to the Purchaser. The use and occupancy portion of this agreement of sale will survive the delivery of a deed from Seller to Purchaser.

GENERAL CONDITIONS

Costs: Each party shall be responsible for paying its respective costs. Purchasers are hereby made aware that the title company is permitted to charge a closing fee to the purchasers along with other various fees.

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.

Evidence of Title: As evidence of title, Seller shall obtain at Seller's expense, a commitment for a (select one) Homeowner's/Expanded/Eagle Policy of Title Insurance or Standard Owner's Policy of Title Insurance, bearing a date subsequent to the execution of this agreement in an amount not less than the purchase price herein offering to guarantee marketability of the title of the premises. In the event Seller does not order the commitment within ten business days of the date of this agreement, Purchaser may do so but only after written notification to Seller of Purchaser's intent to do so. In the event that a survey is required to issue said policy of title insurance, Purchaser agrees to pay for said survey. Seller shall pay for the policy of title insurance issued pursuant to said commitment, and Purchaser shall pay for any simultaneous mortgage policy necessary for Purchaser's mortgage.

Closing Date: Time is of the essence. In no event shall this transaction close later than ___ days from sellers acceptance. In the event that closing cannot occur before this time due to fault of Purchaser, this agreement shall be void, and Seller shall be entitled to keep the deposit as liquidated damages, the actual amount of damages being impossible to determine. Seller's option to retain said deposit shall in no way act as a waiver of any other legal or equitable remedies available to Seller.

Title Objections: If Purchaser objects to title, Purchaser must notify Seller of such objection within 10 business days of receipt of evidence of title. Notice shall only be by a written opinion of Purchaser's attorney specifying the particular defects claimed. An opinion from one other than an Attorney regarding a defect shall not constitute effective notice under this provision. Upon such notice, Seller may, but shall not be obligated to, either (1) remedy the title defect claimed or (2) obtain title insurance as required herein insuring over such defect. Either option must be performed within thirty (30) days of the notice of title defect. If Seller eliminates the defects claimed within the time specified, Purchaser agrees to complete the sale within ten (10) days of written notice of the Seller's remedying the objections or according to the time as determined by the Purchaser's lender. If Seller elects not to, or is unable to, remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of the deposit money in full termination of this Agreement.

Encumbrance Removal: Any existing encumbrance on the premises which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing. However, said encumbrance may be assumed by the Purchaser with the consent of Seller, and the amount thereof deducted from the proceeds due to Seller.

Tax Prorations: All taxes on the land which are due and payable on or before the date of closing shall be paid by Seller. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority (due date basis), and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365.

Special Assessments: Special assessments for public improvements which have been confirmed and placed on the public records by public authority and which are due and payable at the date of this Agreement shall be paid by the Seller as of the date of closing, and the remainder shall be prorated in the same manner as specified in the above paragraph (subject to lender's requirements and title company requirements, which may require payment in full). Special assessments resulting from proceedings pending as of the date of this Agreement but not yet of public record shall be paid by Purchaser. Public record is defined as being placed on the tax rolls made available to the public.

Condominium Maintenance and Capital Reserves: Condominium maintenance fees shall be prorated to date of closing. Capital reserves, if any, shall be deemed as included in the sale price. Seller shall be responsible for obtaining any Association Status documents that may be required.

Water: All charges for water shall be paid by Seller to the date of closing. Seller and Purchaser agree that the title company or other independent escrow agent shall withhold from Seller at closing the sum of \$300.00 or 1.5 times the amount of any current water charges due at the date of closing, whichever is greater. Said money is to be held in escrow and subsequently reimbursed to Seller upon proof that said water charges have been paid to the date of closing.

Rent: Rent of tenants, if any, shall be prorated to date of closing. Security deposits, if any, shall be credited to Purchaser at closing.

Building and Use Restrictions, Easements and Municipal Ordinances and Regulations: Purchaser understands that there may be covenants, building and use restrictions, easements and/or ordinances and regulations (zoning or otherwise) enacted by governmental or private entities which may affect Purchaser's intended use of the premises. Purchasers understand that it is Purchaser's sole responsibility to review said instruments. Additionally, Purchasers understand, acknowledge, and accept that they are purchasing a condominium unit that is governed by certain condominium documents including master deeds, amendments to the master deeds, if any, bylaws, rules and regulations, and any other documents pertinent to the condominium, and said documents may limit their use and enjoyment of the property.

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.

Inspection: Purchaser acknowledges that Purchaser has been advised that private independent inspections of home and property are available at Purchaser's own expense. If Purchaser elects to have a private inspection, such inspection shall be performed, and a detailed list of any problems or defects in the home and/or property, if any, shall be delivered to Seller within 10 days of executing this agreement. If Seller is so notified, Seller shall have the option of remedying the defects within 30 days of notice, or of returning Purchaser's deposit in full termination of this agreement. If after 10 days following the execution of this agreement no such inspection has been performed, or no inspection report has been delivered, the premises shall be conclusively presumed to be free from defects and wholly acceptable to Purchaser, and the sale shall proceed according to the terms of this Agreement.

Lead Based Paint Disclosure: Purchasers hereby agree to the terms and representations on the attached form entitled "Lead-Based Paint and Lead-Based Paint Hazard Disclosure" and said form is specifically made a part of this agreement.

Condition of Premises: Purchaser is aware of the condition of the premises and is purchasing the same "as is." Any representations about square footage are approximations and the Seller does not warranty, guarantee, or in any other way promise that the square footage representations, if any have been made, are exact measurements. Purchasers hereby acknowledge that they have inspected the home and are satisfied with the size of the home and hereby hold the sellers harmless for any discrepancies or errors made in the calculations of any square foot measurements. Seller agrees to maintain the premises in the same condition existing at the date of acceptance of this offer until delivery of possession of the premises to Purchaser and agrees that premises will be free and clear of trash and debris and will be left in broom-clean condition.

Seller Expenditures - Condition Precedent: Notwithstanding any other provision in this contract to the contrary, in no event shall Seller be obligated to expend any sums of money under any term of this contract or otherwise until all contingencies with respect to Purchaser's obligations hereunder have been satisfied, including but not limited to the obtaining of the necessary mortgage commitment, inspections of home and property, or any other items upon which the obligations of this agreement are contingent.

Default and Breach of Agreement: In the event of default or breach by Purchaser, Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain Purchaser's deposit as Seller's sole remedy. In the event of default by Seller, Purchaser may, at Purchaser's option elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of Purchaser's entire deposit in termination of this agreement. No election by Seller or Purchaser of any option upon default shall act to bar any other remedies, legal or equitable, available to Seller and Purchaser. If two or more persons execute this Agreement as Seller or Purchaser, their obligations shall be joint and several.

Whenever the singular number is used, the same shall include the plural and the neuter, masculine or feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implications shall be drawn therefrom. Unless otherwise noted, a "day" is defined as a calendar day including holidays.

Seller's Disclosure Statement: Purchaser and Seller acknowledge Seller's compliance with the Seller Disclosure Act, M.C.L.A. §565.951 et seq. The information provided by the Sellers pursuant to this act shall be based on the best information available and known to the Sellers at the time of signature. The Sellers are not liable for any error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was not within the personal knowledge of the Sellers or was based entirely on information provided by public agencies or provided by licensed professionals. The Seller's Disclosure Statement is NOT a warranty and is not substitute for any inspections or warranties the buyers wish to obtain. Purchaser acknowledges receipt of and satisfaction with a Seller's Disclosure Statement delivered to Purchaser and accepted by Purchaser prior in time to the signing of this agreement.

Timing: Time is of the essence, and all time limitations herein shall be strictly construed and enforced.

Entire Agreement: Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force and effect. This Agreement may only be changed, modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

Risk of Loss: The risk of loss to the home and property is to be borne by Seller until closing, at which time the risk of loss shall pass to Purchaser, Seller's occupancy past closing

notwithstanding. Sellers agree to maintain hazard/homeowner's insurance on the property. In the event that casualty damage occurs on the property, Sellers agree to repair the premises to its condition when the damage occurred. No casualty or other loss which is able to be fully remedied by date of closing shall be deemed a breach of this agreement. Purchasers hereby release any claim that they may have on any insurance money that Sellers receive as a result of casualty damage.

Notices: All notices required by this Agreement shall be sent to the other party in writing. No notice shall be deemed effective unless personally delivered or sent verifiable email, facsimile, or by certified mail.

Binding Effect: The covenants herein shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective executors, heirs, legal representatives, successors, administrators and assigns.

Additional terms

Purchaser and Seller acknowledge reading all 6 pages of this agreement to purchase the above described real property according to the terms stated herein.

Date: _____
Purchaser

Date: _____
Purchaser

Dated: _____
Seller

Dated: _____
Seller

Purchaser hereby acknowledges receipt of Seller's signed acceptance of this Agreement.

Date: _____
Purchaser

Date: _____
Purchaser

ASSOCIATION DISCLOSURE

Property Address: _____

Name of Seller(s): _____

The undersigned seller(s) of the above property hereby state that there is is not (check one) a condominium or homeowner's association for the property being sold.

In the event that there is a condominium or homeowner's association for the property, please fill out the information below:

Name of Association: _____

Treasurer/Contact Name: _____

Contact Phone Number: _____

Amount of Dues: \$ _____ Paid: monthly quarterly yearly (check one)

The undersigned represent that the above information is true and correct, and hereby authorize DFCU Title Agency, LLC, its employees and agents to contact and receive information from the association.

Further, the undersigned hereby authorize any person or entity acting on behalf of the association named above to communicate and disclose information to DFCU Title Agency, LLC and its employees and agents relevant to the completion of closing documents and closing the sale of the above property, including but not limited to amount of payments, payment history, and late payments. Seller(s) acknowledge that there often fees to obtain this information, and Seller(s) agrees to reimburse DFCU Title Agency, LLC for any costs charged by the Association, Association Management Company, or other party providing the information.

Signed:

Seller Date

Seller Date

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

DFCU Title Agency Privacy Policies

In the process of providing products and services to you, DFCU Title Agency, LLC and its employees may obtain and be exposed to nonpublic personal information (NPI) about you. Your privacy and confidentiality of your personal information is very important to DFCU Title Agency, LLC. We are required by law to provide you with this notice to inform you of how DFCU Title Agency, LLC collects, uses and safeguards your NPI. This notice also tells you how you can limit our disclosure of certain information about you and your transaction.

DFCU Title Agency, LLC does not disclose nonpublic personal information about its customers or former customers except as permitted by law.

INFORMATION WE COLLECT

We may obtain NPI about you from the following sources (list is not all inclusive):

1. Title insurance and loan application forms, payoff authorization forms, other forms used to provide our products and services to you;
2. Information about your transaction with us from our files or from our affiliates;
3. Information about your transaction from non-affiliated third parties including, but not limited to, real estate agents, loan officers, and lenders.

The information we obtain includes but is not limited to your name, address, social security number, copy of driver's license and/or driver's license number, employer, income, financial account information including but not limited to bank accounts, credit card accounts, and loan information.

INFORMATION WE MAY DISCLOSE

In order to meet your needs and desires with quality products and services, we may disclose certain types of information about our customers or former customers to our affiliates or to non-affiliates as permitted by law.

Affiliates: Affiliates are the family of companies controlled by DFCU Title Agency, LLC, or that are under common ownership or control by or with another company. We may share the types of information describes above, as permitted by law, with our affiliates for purposes of marketing or market research.

Non-Affiliates: Non-affiliated third parties are those not part of the family of companies controlled by DFCU Title Agency, LLC or that are not under common ownership or control.

Service Providers: DFCU Title Agency, LLC may use service providers and contractors to perform certain tasks or provide services related to your transaction. Any service provider/contractor used by DFCU Title Agency, LLC is required to follow the terms of our Privacy Policy. Access to your nonpublic personal information to a service provider/contractor is restricted for the purpose for which they have been retained by DFCU Title Agency, LLC.

Joint Marketing: DFCU Title Agency, LLC may disclose some personal information to a non-affiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

CONFIDENTIALITY AND SECURITY OF YOUR NONPUBLIC PERSONAL INFORMATION: DFCU Title Agency, LLC restricts the access to your NPI to those employees, principals and agents who need to know the information in order to provide products and services to you for your transaction. Our employees, principals and agents are required to maintain the confidentiality and privacy of this information, except as provided by law. DFCU Title Agency, LLC has physical and electronic procedures and policies to maintain confidentiality of NPI.

Changes to this Policy: DFCU Title Agency, LLC may change its disclosure policies at any time, and will inform you of changes as required by law.

Your Privacy Choices: The law allows DFCU Title Agency, LLC to share personal information and information about your transactions with our affiliates, contractors and service providers.

If you have any questions or concerns, please email orders@dfcutitle.com, or call 313-216-3200 and we will be happy to answer your questions.



MICHIGAN RESIDENTIAL FEE SCHEDULE

The fees below are intended to provide guidance to buyers and sellers of fees regularly charged by DFCU Title Agency, LLC to facilitate documents and closing services in residential transactions in Michigan. Depending on the complexity of a transaction and other possible factors, including fees customarily charged in certain areas or fluctuation of fees being charged in certain areas, the fees below are subject to change.

Seller Fees:

For sale by owner Doc Prep Fee:	\$400.00
Seller-side Only Doc Prep Fee:	\$150.00
Overnight/Wire Fees:	\$ 25.00 per overnight or wire (typically for mortgage payoffs or closing proceeds)
Mortgage/Lien Release Tracking:	\$ 45.00 (Paid to a third party)
Owner's Title Insurance Policy:	Dependent on sale price and type of policy. Call for a quote.

Buyer Fees:

Settlement/Closing Fee:	
Cash Closing:	\$300.00
Mortgage Closing:	\$525.00
Lender's Title Insurance:	Dependent on mortgage amount. Call for a quote.

Government Fees and Transfer Taxes: There are other fees involved in the closing that are part of the closing process. Certain documents are recorded with the county register of deeds, and transfer taxes are charged by both the county and state. Typically, the buyer pays for recording fees (plan on approximately \$100) and the seller pays for county and state transfer taxes (which depend on the sale price; please call us for more information).

DFCU Title Agency, LLC will also do its best to match fees, but only if given a written estimate of fees by one of DFCU Title Agency's competitors that the buyer or seller is considering.