

PURCHASE AGREEMENT

1. *THE UNDERSIGNED* hereby offers and agrees to purchase the following land situated in the _____ of _____, County of _____, State of Michigan, described as follows: _____ being known as _____ together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, TV antenna, if any, plus _____

now on the premises and to pay therefore, the sum of _____ **DOLLARS**, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY:

A. Cash Sale: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in certified check.

B. Cash Sale With New Mortgage: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made by certified check. This agreement is contingent upon the Purchaser being able to secure a _____ mortgage in the amount of \$_____ for a term of _____ years and pay \$_____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ days from acceptance of this offer at his own expense. If a commitment for such mortgage cannot be obtained within _____ days from date of acceptance, at the Seller's option, this offer can be declared null and void and deposit shall be returned.

2. The Seller shall deliver and the Purchaser shall accept possession of said property. If the Seller occupies the property it shall be vacated on or before _____ days after closing. From the day after closing through the day of vacating the property as agreed, SELLER SHALL PAY the sum of \$_____ per day. The title company shall retain from the amount due Seller at closing the sum of \$_____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Purchaser.

3. The Purchaser is hereby authorized to make this offer and the deposit of \$_____ in form of cash, check, note, shall be held by *Best Homes Title Agency, LLC* and applied on the purchase price if the sale is consummated.

4. GENERAL CONDITIONS:

A. Evidence of Title: As evidence of title, Seller shall obtain a commitment for a policy of title from *Best Homes Title Agency, LLC* bearing a date subsequent to the date of acceptance hereof in an amount not less than the purchase price herein and offering to guarantee the title to the premises. The commitment shall be delivered to Purchaser immediately upon issuance thereof. In the event Seller does not order the commitment within ten days of the date hereof, Purchaser may do so. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to this Agreement.

B. Closing Date and Place. If this offer is accepted by seller and if title can be conveyed in the condition required hereunder, this sale shall close within ten days after delivery of the commitment for title insurance policy at the office of *Best Homes Title Agency, LLC*.

C. If Title Objections. If Purchaser objects to title, he must notify Seller of the same within ten days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty days of the notice of defects. If Seller eliminates the defects claimed within the time specified, Purchaser agrees to complete the sale within ten days of written notice thereof. If Seller elects not, 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 all monies deposited hereunder in full termination of this Agreement.

D. Existing Mortgage. Seller understands that consummation of the sale or transfer of the premises shall not relieve Seller of any liability that Seller may have under any mortgage(s) to which the premises is subject, unless otherwise agreed to by the lender or required by law or regulation.

E. 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 or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

PURCHASER(S):

Signature _____ (Date)

Signature _____ (Date)

Address _____

Phone _____

Social Security _____/_____

SELLER(S):

Signature _____ (Date)

Signature _____ (Date)

Address _____

Phone _____

Social Security _____/_____

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

Signature: _____

Dated: _____

F. Prorations:

- (1) **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, nor the lien date as established by P.A. 80 of 1994, 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.
- (2) **Closing Costs:** Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey clear title, all closing fees of title companies or title agents, as well as the costs of preparing all closing documents between the Seller and Purchaser. Unless otherwise provided in this Agreement, Purchaser shall pay the cost of recording the deed and/or security interests and all mortgage loan closing costs required by the mortgagee.
- (3) **Special Assessments.** Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be paid in full by Seller.
- (4) **Water and Sewer.** All charges for water and sewer shall be paid by Seller to the date of (insert Possession or Closing) _____ NOTE: If line is left blank, it shall be construed to be Closing.) **Best Homes Title Agency, LLC** is hereby authorized to retain from monies due Seller at closing, the sum of TWO HUNDRED DOLLARS (\$200.00) or more if needed. When a paid final water bill has been received by **Best Homes Title Agency, LLC** the money so held shall be released to Seller.
- (5) **Rent.** Rent of tenants, if any, shall be prorated to date of closing. Security deposits, if any, shall be credited to Purchaser at closing.
- (6) **Condominium Maintenance.** Condominium maintenance fees shall be prorated to date of closing.
- (7) **Building and Use Restrictions, Easements and Municipal Ordinances and Regulations.** Purchaser understands that there may be building and use restrictions, easements, and/or ordinances and regulations enacted by governmental entities which may affect Purchaser's intended use of the premises. By executing this Agreement, Purchaser acknowledges that he is satisfied with the applicability of any such building and use restrictions, easements of record and ordinances and/or regulations to his intended use of the premises.

G. It is understood that this offer is irrevocable for _____ days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph "C". In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions shall constitute a counter-offer by Seller to Purchaser which shall remain valid and irrevocable until _____, at _____ a.m. unless earlier withdrawn, and shall require acceptance by the Purchaser by initialing each such change before such date and time.

H. Property Inspection. The Purchaser may have the physical condition, structural, plumbing, heating, and electrical systems of the property inspected by a contractor of his own choice within _____ days from the date of acceptance of this offer and at his own expense. If Seller DOES NOT receive written notice from the Purchaser of his dissatisfaction regarding said inspection within two days from date of inspection, then this contingency will be considered satisfied and the Purchase Agreement is binding without regard to said report. If the Seller DOES receive written notice, within the time provided, that Purchaser is dissatisfied, Purchaser at his election may terminate this Agreement and all deposited monies shall be refunded to Purchaser.

Initials: X _____ X _____ **Yes, Purchaser will have inspection.**

Initials: X _____ X _____ **No, Purchaser hereby waives said inspection contingency and will rely on his own examination of the property.**

I. Seller's Disclosure Statement

(1) Purchaser has received and reviewed a *Sellers Disclosure Statement* for the property prior to executing this contract to purchase the property. Purchaser agrees to purchase the property subject to the representations of its condition disclosed in the *Disclosure Statement* and to accept the property with those representations.

Initials: Purchaser(s): X _____ X _____

(2) If the sale of property is due to an administration of an estate or other transfer pursuant to court order, the *Sellers Disclosure* is exempt. (Other exemptions exist under the Act and are listed under Section. 3 of P.A. 92 of 1993.)

J. Condition of Premises. Purchasers clearly understand that they are purchasing a USED structure in an "AS IS" condition. The Purchaser acknowledges that: (a) he has examined the property; (b) he has had the opportunity to have additional inspections; (c) Seller has not made any representations or warranties of any kind concerning the property upon which the Purchaser has placed reliance; and (d) Seller's representations as contained in the *Sellers Disclosure Statement* are based upon Seller's knowledge and do not constitute a warranty concerning the condition of the property.

Initials: Purchaser(s): X _____ X _____ Seller(s): X _____ X _____

K. Default. In the event of default by Purchaser, Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. In the event of default by Seller, Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this Agreement.

L. Construction. 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.

M. Purchaser shall have the right to a walk-through inspection of the premises being purchased within 24 hours prior to closing and Seller agrees to leave the premises broom-clean upon vacating same.

N. The Agreements herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

O. 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.

P. Facsimile Authority: Parties agree that this offer, counteroffers, and/or Buyer's receipt of acceptance may be delivered by use of facsimile (fax) with signatures, and that initials and modifications shall be deemed valid and binding upon parties as if original signatures. Both Buyer(s) and Seller(s) acknowledge and agree that fax signatures and initials are legal and binding provided printed form and any initialed changes are legible.

Q. Attorney Review: This agreement is contingent upon Buyer's or Seller's attorney's review and approval of these documents as to form and content and not as to price within ___ calendar days after Buyer's receipt of an acceptable copy of this offer. If the other party's attorney files a written objection, then, at either party's option, this agreement shall be cancelled and all earnest moneys be returned to the Buyer. If neither attorney files a written objection within the stipulated time, then this contingency shall be of no further effect and the sale shall close as specified.

R. Time is of the essence.

5. Owners and Mortgage Policies shall be done by **Best Homes Title Agency, LLC**.

6. Additional Conditions: (a) Closing shall be on or before _____

(GENERAL CONDITIONS continue on reverse side and are incorporated and made a part hereof. This is a legal document and it is recommended that all parties to this agreement retain an attorney to protect their interest in this transaction.)

The parties hereto have read both sides of this Agreement and have affixed their initials hereto.

_____/_____
Purchaser (Date) Seller (Date)

_____/_____
Purchaser (Date) Seller (Date)