

PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, IT IS RECOMMENDED TO SEEK
LEGAL COUNSEL

DATE _____

1. BUYER'S OFFER

The undersigned _____
(Printed Names)
hereby offer to buy the property located at _____, City/Twp. Of _____,
County of _____ for the sum of _____
\$ _____ Dollars. (Printed Amount)

Legal Description:

Subject to any existing building and use restrictions, zoning ordinances, easements for utilities and right of the public in any portion of the property used as a public roadway.

2. TERMS OF PURCHASE SHALL BE as indicated by "X" below (other unmarked terms of purchase do not apply).

Closing Costs: Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all property transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by the mortgagee.

Any payment of money shall be made in certified funds.

CASH _____ The full purchase price upon execution and delivery of Warranty Deed. Funds to be verified on or before _____.
Closing fee to be paid by – Buyer _____ Seller _____.

NEW MORTGAGE _____ The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's Ability to obtain a _____ type mortgage, in the amount of _____ % of purchase price on or before the date the sale is to be closed, which Buyer agrees to apply for within ____ days after final acceptance and accept promptly if tendered. Buyer agrees to use his or her best efforts to obtain such commitment. If commitment is not obtained within _____ days of final acceptance of this offer, either party may terminate this Agreement by giving written notice to the other party. If a commitment is obtained prior to receipt of such written termination by the seller, then the Agreement shall not be so terminated.

Seller shall pay up to: \$ _____ and/or _____ % of purchase price towards Buyers closing cost, escrows, prepaids and/or loan discount points; if the terms of the purchase include VA, FHA, MHDA or FHA financing, then the parties shall also be governed by the rules and procedures which apply to repairs to the property.

_____ Buyer _____ Seller shall pay the first \$ _____ of estimated repair costs.
_____ Buyer _____ Seller shall pay the balance of estimated repair costs up to a maximum of \$ _____.

LAND CONTRACT _____ \$ _____ down payment upon execution and delivery of a _____ form of Land Contract, wherein the balance of \$ _____ shall be payable in monthly installments of \$ _____ or more, including interest at _____ % per annum, computed monthly, interest to start on the date of closing, and the first payment to become due 30 days after closing date. Buyer will pay entire balance, which may require a balloon payment, within _____ years after closing. Buyer shall: _____ pay taxes and insurance directly; or _____ add one-twelfth of estimated annual taxes and insurance to monthly principle and interest and Seller shall pay taxes and insurance. Land contract preparation costs shall be paid by Seller.

OTHER FINANCING _____ as per attached addendum # _____.

OTHER PROVISIONS:

See attached Addendum for additional provisions.

3. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, including, now in or on the Property *(unless crossed out)*, the following: T.V. antenna and complete rotor equipment; wall to wall carpeting; lighting fixtures and shades; drapery and curtain hardware; window coverings; window shades and blinds; screens and storm windows and doors; stationary laundry tubs, water softener (unless rented); water heater; heating and air conditioning equipment (window units excluded); water pump and pressure tank; sump pump, hood; garbage disposal; awnings; mail box; fireplace screens, doors and grates; all plantings; fence (s); garage door operators and controls(s), if any, and the following additional items:

4. ALL MATTERS RELATED TO the use of the property, including, but not limited to, zoning, soil borings, survey matters, use permits, drain easements, right-of-way, etc., shall be secured and paid for by Buyer, unless otherwise provided for in this agreement or in an Addendum to the Agreement.

5. PRORATIONS: Rent; insurance, if assigned; assessments by homeowners association or condominium association; and interest on existing Land Contract, mortgage or other lien assumed by Buyer, shall be prorated to the date of closing.

6. TAXES: FOR PURPOSES OF THIS AGREEMENT, real estate taxes and current installments of special assessments shall be prorated as indicated by "X" below, the amount to be based on the most recent previously issued tax bill available at the time of closing.
_____ No tax pro-ration. Seller is responsible for all tax bills issued prior to closing. Buyer will assume all tax bills issued after closing date.
_____ Taxes to be prorated in ADVANCE with Buyer being charged from closing date through June 30 on the July taxes; and Buyer being charged from closing date through December 31 on December taxes.
_____ July taxes to be prorated in ADVANCE with buyer being charged from closing date through June 30; and December taxes to be prorated in ARREARS with Seller being charged from January 1 to closing date. That portion of the December tax paid prior to December 31 to be prorated in ARREARS with Seller credited for prepaid amount.
_____ July and December taxes to be combined and prorated in ARREARS, with Seller being charged from January 1, to closing date, less the July and December taxes amounts if paid by Seller.

VILLAGE TAXES, if any, to be prorated in _____ advance/ _____ arrears according to the village billing date.

Subject to the foregoing pro-rations, real estate taxes and current installments of special assessments except for perpetual assessments, (i.e. garbage, lighting, fire protection . . .), which are billed on or before the closing date shall be paid by Seller. Real estate taxes billed after the date of closing shall be the responsibility of the Buyer. Any unbilled special assessment balances outstanding at the time of closing shall be the responsibility of the _____ Seller _____ Buyer.

Any current municipal charges for water and sewage shall be paid by Seller to the date of possession.

LOCAL MUNICIPALITIES' TAXES MY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PRORATIONS AGREED UPON IN THIS PURCHASE AGREEMENT.

Buyer acknowledges that they are responsible for all real estate tax bills due after date of closing. The Principle Residential exemption status of subject property and the potential property assessment increase due to change of ownership should be verified by the Buyer with the taxing entity.

7. TITLE MARKETABILITY:

A. Buyer and Seller acknowledge that before the date of closing, an attorney may be retained to ascertain whether the details of the transaction have been strictly adhered to.

B. Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will provide a commitment for title insurance to Buyer after Buyer has waived all contingencies contained in this agreement: Upon receipt of the Commitment, Buyer shall have five (5) days to provide Seller with written notice of any objections. Seller will thence have 30 days after receiving objection to rectify.

C. If the closing of the sale is delayed due to title defects which can be readily corrected, an extension of thirty (30) calendar days shall be allowed for closing, unless otherwise agreed to in writing between Buyer and Seller.

8. BUYER ACKNOWLEDGES that he or she has been advised that an attorney should be retained to review the marketability of the title to the property. Buyer and Seller acknowledge that they have been advised that, before the date of closing, an attorney should be retained to ascertain whether the details of the transaction have been strictly adhered to. Buyer's Attorney _____.

9. SALE TO BE CLOSED on or before _____ but not prior to _____.
If closing is delayed by reasons of: (1) delays in title work, or (2) by title defects which can be readily corrected, or (3) if the terms of purchase are a cash sale with new mortgage and lender issues a commitment within the time required in paragraph two above but is delayed in consummating the mortgage transaction, THEN an extension of 30 days shall be allowed for closing unless otherwise agreed to in writing between Buyer and Seller. All risks of loss with respect to the property shall remain with Seller until the closing and delivery of deed to Buyer.

10. OCCUPANCY: Seller will give occupancy as follows:

_____ Immediately following closing. (Seller understands that this means all possessions will be removed and keys will be turned over to Buyer at time of Closing.)

Within _____ days after closing by midnight, subject to rights of present tenants, if any. From date of closing, to date of "Delivery of Possession," Seller will pay Buyer \$ _____ per day as an occupancy charge. Payment will be made directly from Seller to Buyer. Seller shall pay buyer for any damages caused by Seller's refusal to vacate property by agreed occupancy date, and shall be subject to immediate removal from the property at the will of the Buyer. The Seller will be liable to the Buyer for damages caused by Seller to the real estate or fixtures which occur during the period following closing and before delivery of possession to the Buyer. Seller shall remain responsible for any items of Seller or others on the property until possession is surrendered to Buyer. Any items of personal property remaining on, in, or about the Property after possession is delivered to Buyer, shall be deemed abandoned by Seller and shall become buyer's property.

If Seller's tenants occupy the property, then:

_____ Seller will have the tenants vacate the property before date of closing

_____ Buyer will be assigned all landlord rights and security deposit and rents prorated to date of closing, with Buyer assuming landlord rights and obligations after date of closing.

11. INSPECTIONS: PROPERTY, LEAD-BASED PAINT, WELL/SEPTIC AS OUTLINED BELOW.

(A.) **PROPERTY:** It is recommended that the Buyer select a qualified professional(s) to inspect and investigate the Property as well as to conduct tests for possible environmental hazards such as, but not limited to radon, mold, wood destroying insects, and UFFI. Buyer elects the following:

_____ Buyer _____ (initials) will not obtain an inspection, and hereby agrees to accept the Property in its present "AS IS" condition.

_____ Buyer _____ (initials) may obtain an inspection of the Property, at the Buyer's expense, within ten (10) days of final acceptance date, (The "stipulated time period"). If the Buyer is not satisfied with the inspection, the Buyer may terminate this Agreement by giving written notice to the SELLER on or before 6:00 PM on the last day of the "STIPULATED TIME PERIOD." If the Agreement is terminated, the Deposit money shall be returned to the Buyer and neither party shall have any further rights or obligations under this Agreement.

If the Buyer fails to terminate this Agreement in the manner provided above, then it will be deemed that the Buyer accepts the Property in its present "AS IS" condition without reduction in the purchase price. SELLER SHALL HAVE NO OBLIGATION TO NEGOTIATE REGARDING THE INSPECTION.

(B.) **LEAD-BASED PAINT:** Buyer acknowledges that prior to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller on _____, 20_____, the terms of which are incorporated herein by reference.

_____ Buyer shall have a 10 day opportunity after the date of final acceptance of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10- day period or other mutually agreed upon period of time). If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any Deposit shall be refunded to Buyer.

_____ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(C.) **WELL/SEPTIC:** Buyer may obtain a well and/or septic test satisfactory to the Buyer and/or the Buyer's financial institution prior to closing.

_____ Seller _____ Buyer to pay for preparation of systems for inspection.

_____ Seller _____ Buyer to pay the inspection fee.

If the Buyer notifies the Seller in writing that the test(s) is unsatisfactory, and the Buyer and Seller are unable to negotiate matters relating to the inspections, then the Buyer may terminate this Agreement by giving written notice to the Seller. If the Agreement is so terminated, the full deposit shall be immediately returned to the Buyer.

If buyer chooses no inspections, fails to complete inspections, or fails to terminate this Agreement due to dissatisfaction with these inspections, then it will be deemed that the Buyer accepts the property in its present "AS IS" condition.

IT IS RECOMMENDED BUYER OBTAIN A STAKE SURVEY OF THE PROPERTY.

12. BUYER _____ | _____ (initials) has read and acknowledges receipt of the SELLER'S DISCLOSURE STATEMENT.

13. BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, HAVE BEEN MADE TO BUYER ABOUT THE PROPERTY OR ITS CONDITION EXCEPT AS STATED IN SELLER'S DISCLOSURE, OR AS TO THE LOCATION OF LOT LINES, BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER. SELLER EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.

14. FOR VALUABLE CONSIDERATION, Buyer gives the Seller until _____ A.M./P.M. on (Date) _____, 20____ to obtain the Seller's written acceptance, Buyer may withdraw the offer at any time by giving a written notice to the Seller before Seller's written acceptance. Unless the Buyer withdraws the offer at any time by giving a written notice to the Seller prior to the Seller's written acceptance, there will be a binding Agreement between Buyer and Seller when the offer is accepted as written.
15. DEPOSIT: Buyer has deposited \$_____. The Deposit is to be held by the Seller, and disposed of as provided in this Agreement. If the sale is closed, the Deposit shall be applied to the purchase price. If this offer is not accepted, or if this Agreement is terminated for any of the reasons specifically allowed by this Agreement, then the deposit shall be refunded to the Buyer. If the Buyer fails to perform as agreed, then the Seller may pursue legal or equitable remedies against Buyer. If the Seller fails to perform as agreed, the Deposit shall be returned to the Buyer and the Buyer may pursue legal or equitable remedies against Seller.
All Deposits shall be held in a trust account by the Seller in accordance with the terms of this Agreement and the current regulations of the Michigan Department of Commerce. If the sale is not closed according to the terms of this Agreement, the Seller shall notify the Buyer, in writing of the intended disposition of the Deposit, which disposition shall be in accordance with the terms of this Agreement and, unless the Buyer is notified of a court action pending concerning this Agreement within sixty (60) days, of said notice, all parties shall be deemed to have agreed to dispose of the Deposit in the manner set forth in the Seller's notice.
16. LAND DIVISION ACT: (For unplatted land only.) Seller acknowledges that they have been advised to seek counsel in regards to the appropriate information to be included in the deed at the time of deliver for the division of unplatted land under Section 108 of the Land Division Act, Act No. 299 of the Public Acts of 1967.
17. BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES of any kind, express or implied, have been made to buyer about the property or its condition except as stated in Seller's Disclosure Statement, or as to the location of lot line or easements, by Seller, or anyone acting on behalf of Seller. Seller expressly disclaims any such warranties. Determining the existence of a flood insurance requirement is the Buyer's responsibility.
NOTE: Any notice or notification between the Buyer and Seller shall be in writing. The Buyer and the Seller agree that a facsimile transmission of any original document shall have the same effect as an original. Any signature required on an original shall be completed when a facsimile copy has been signed.
18. TIME IS OF THE ESSENCE in this Agreement. All time limits contained in this Agreement shall be strictly enforced unless waived in writing. Neither party shall have any obligation to extend or change any provision concerning time.
19. THIS AGREEMENT SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.
20. THIS AGREEMENT SHALL BE BINDING UPON, and shall inure to the benefit of, the personal representative, successors and assigns of the parties hereto.
21. THE PARTIES AGREE that there are not other written or oral Agreements between them affecting this transaction, and this Agreement shall not be modified except by a written Agreement signed by both parties.
22. ANY NOTICE OR NOTIFICATION from the Buyer to the Seller shall be in writing.
23. **RECEIPT IS ACKNOWLEDGED BY BUYER OF A COPY OF THIS OFFER.**
(Please sign above as you wish your name to appear on final papers.)

X _____ Buyer	X _____ Buyer
_____ Buyer	_____ Buyer
PRINTED NAME	PRINTED NAME

Address _____ Phone (____) _____.

Received from above named Buyer, deposit monies in the form of _____ by _____, in the amount of \$_____.

SELLER'S RESPONSE TO BUYER'S OFFER:

DATE _____, **20** _____ **A.M., P.M.**

- 24. IT IS AGREED BY THE SELLER(S), parties to this Agreement, that as required by law discrimination because of race, creed, color, religion, national origin, sex, martial or familial status, age or handicap in the sale of the described property is prohibited.
- 25. SELLER UNDERTANDS THAT CONSUMMATION OF THE SALE OR TRANSER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.
- 26. BUYER'S OFFER IS HEREBY: _____ACCEPTED AS WRITTEN _____REJECTED _____SEE ATTACHED ADDENDUM FOR COUNTEROFFER

SELLER'S COUNTEROFFER:

all other terms, conditions, and stipulations of this Agreement are to remain the same.
 Seller reserves the right to withdraw any counteroffer at anytime prior to notification of the Seller of Buyer's written acceptance of the counteroffer by so notifying the Buyer in writing. Any change in Paragraph 26, is counteroffer which must be accepted by the Buyer on or before _____ A.M./P.M. (date) _____, 20____, or THIS AGREEMENT BECOMES VOID.

- 27. THIS AGREEMENT SHALL BE BINDING UPON, and shall inure to the benefit of, the personal representative, successors and assigns of the parties hereto.
- 28. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of Buyer's Offer. (If Seller is married, both must sign.)

X _____ Seller
 (Please sign above and print below)
 _____ Seller

X _____ Seller
 (Please sign above and print below)
 _____ Seller

Address _____ Phone (____) _____

- 29. RECEIPT IS HEREBY ACKNOWELDGED BY BUYER of the Seller's response to Buyer's Offer. In the event the response was subject to changes from Buyer's Offer in paragraph 26, the Seller's counteroffer is hereby:
 ____ACCEPTED AS WRITTEN ____REJECTED ____See Attached Addendum for Counteroffer

X _____ Buyer X _____ Buyer

- 30. RECEIPT IS HERBY ACKNOWLEDGED BY SELLER of the Buyer's response of Seller's counteroffer or in the even the response was subject to changes from Seller's counteroffer in paragraph 29, the Buyer's counteroffer is hereby:
 ____ACCEPTED AS WRITTEN ____REJECTED

X _____ Seller X _____ Seller

- 31. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of a copy of the Seller's acceptance of Buyer's counteroffer (in the event Buyer has made a counteroffer.)

X _____ Buyer X _____ Buyer