

AGREEMENT OF SALE

OFFER TO PURCHASE REAL ESTATE

I. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City
Township of
Village

County, Michigan, described as follows:

being known as
Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion
unit and permit, and
if any, now on the premises,
and to pay therefor 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:
(Fill in one of the four following paragraphs, and strike out the remainder.)

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

Cash Sale with New Mortgage B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a mortgage in the amount of \$ and pay \$ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F.H.A.

Sale to Existing Mortgage C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by upon which there is unpaid the sum of approximately Dollars, with interest at per cent, which mortgage requires payments of Dollars on the day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.

Sale on Land Contract D. Payment of the sum of Dollars in cash or certified check, and the execution of a Land Contract upon the FIRST AMERICAN TITLE INSURANCE COMPANY form, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within years from the date of Contract in monthly payments of not less than Dollars each, which include interest payments at the rate of per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.

Sale to Existing Land Contract If the Seller's title to said land is evidenced by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.

Evidence of Title 2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract or Title and Tax History, certified to a date later than the acceptance hereof, and issued by the FIRST AMERICAN TITLE INSURANCE COMPANY. In lieu thereof, a commitment for and Policy of Title Insurance issued by said Corporation in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.

Time of Closing Purchaser's Default 3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within days after delivery of the abstract or commitment for title insurance; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

Seller's Default 4. In the event of default by the Seller hereunder, the 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.

Title Objections If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such commitment for a title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

Possession 6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants:

If the Seller occupies the property, it shall be vacated on or before
From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ per day. THE BROKER SHALL RETURN 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 Broker.

FIRST AMERICAN TITLE INSURANCE COMPANY SERVING YOU SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING FIRST AMERICAN TITLE INSURANCE COMPANY

Taxes and Prorated Items

7. All taxes and assessments for which tax bills have been issued at date of this agreement shall be paid by the Seller. The current year taxes and assessments, if any, shall be prorated and adjusted as of the date of closing in accordance with (Insert one: "Fiscal Year" "Due Date". If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents, and water bills shall be prorated and adjusted as of the date of closing.

8. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) 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 3.

Broker's Authorization

9. The Broker is hereby authorized to make this offer and the deposit of _____ Dollars shall be held by him under Act. No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

10. APPLICABLE TO F.H.A. SALES ONLY:

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$_____, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$_____.

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

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

The closing of this sale shall take place at the office of _____.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: _____

IN PRESENCE OF:

_____, L.S.

_____, L.S.

_____, Address _____ Purchaser

Dated _____ Phone _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

Address _____

Phone _____ By _____ Broker

This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (_____ Dollars) (_____ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF:

_____, L.S.

_____, L.S.

_____, Address _____ Seller

Dated _____ Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated _____ L.S. Purchaser

Furnished by

First American Title Insurance Company

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

Purpose of Statement: (1) This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act, effective January 8, 1994. (2) 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 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 N/A (nonapplicable). If you do not know the facts, check UNKNOWN. EFFECTIVE JANUARY 8, 1994, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order:

	Yes	No	Unknown	N/A		Yes	No	Unknown	N/A
Range/oven	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
TV antenna, TV 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	_____	_____	_____	_____	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	_____	_____	_____	_____

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:

- Basement:** Has there been evidence of water? If yes, please explain: _____ yes _____ no _____
- Insulation:** Describe, if known: _____ Urea Formaldehyde foam insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof:** Leaks? Approximate age, if known: _____ yes _____ no _____
- Well:** Type of well (depth/diameter), age and repair history, if known: _____ Has the water been tested? If yes, date of last report/results: _____ yes _____ no _____
- Septic tanks/drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: _____
- Plumbing system:** Type: copper _____ galvanized _____ other _____ Any known problems? _____
- Electrical system:** Any known problems? _____
- History of infestation,** if any: (termites, carpenter ants, etc.) _____
- Environmental problems:** 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. unknown _____ yes _____ no _____ If yes, please explain: _____

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

- Features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no _____
- Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no _____
- 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 _____
- Structural modification, alterations or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no _____
- Settling, flooding, drainage, structural or grading problems? unknown _____ yes _____ no _____
- Major damage to the property from fire, wind, floods or landslides? unknown _____ yes _____ no _____
- Any underground storage tanks? unknown _____ yes _____ no _____
- Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no _____

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

The most recent State Equalized Valuation of the property provided by the local taxing unit to the Seller was \$ _____ as of _____ (date).

The Seller has lived in the residence of the property from _____ (date) to _____ (date). The Seller has owned the property since _____ (date) and makes representation only since that 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 closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of seller's signature. BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

Seller _____ Date _____
 Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.
 Buyer _____ Date _____ Time _____
 Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

Property Address _____
Street _____
City, Village, Township _____ MICHIGAN _____

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.

I. Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - 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 one below):
- 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):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Seller(s)

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

_____ 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.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Purchaser's Acknowledgment (initial)

- _____ (a) Purchaser has received copies of all information listed above.
- _____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
- _____ (c) Purchaser has (check one below):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: _____

Date: _____