

BUY AND SELL AGREEMENT

Date: _____

Seller: _____

(Print full legal names of all Sellers – indicate marital status i.e. husband and wife, a single man, a single woman, etc.)

Buyer: _____

(Print full legal names of all Buyers – indicate marital status i.e. husband and wife, a single man, a single woman, etc.)

PROPERTY DESCRIPTION: Buyer agrees to buy from Seller the property located at:

City/Township of _____, _____ County, Michigan, and also described as:

subject to all existing restrictions, easements, right-of-way and zoning laws affecting the use of the property. The property includes all buildings; subsurface rights owned by Seller; TV antenna, satellite dish and any accessories and complete rotor equipment; carpet, except area rugs; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screen and storm windows and doors; stationary laundry tubs; water pressure tank; built-in kitchen appliances including garbage disposal; fireplace doors, screens, grates and gas logs; mechanical door openers and controls; security systems; awnings, mail box, all plantings; pool equipment, storage shed(s), fence(s), and _____.

SALES PRICE _____ Dollars (\$ _____)

METHOD OF PAYMENT: All moneys must be paid in form of certified funds. The sale will be completed by the following method indicated as marked below (others do not apply): **CHECK ONE BELOW THAT APPLIES TO THIS TRANSACTION & FILL IN WHERE APPLICABLE**

() **CASH** Buyer will pay the sale price in cash upon Seller's delivery of a warranty deed conveying marketable title at closing.

() **NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a _____ mortgage loan in the amount of \$ _____ (FILL IN MORTGAGE AMOUNT THAT BUYER INTENDS TO APPLY FOR). Buyer will apply for the loan within 5 days after Seller's acceptance. If Buyer fails to deliver to Seller written evidence of unconditional mortgage approval meeting the terms set forth above on or before 5:00pm, _____ (USE DATE 3-3 1/2 WEEKS FROM THE DATE OF THIS AGREEMENT), Seller, at Seller's option, may terminate this Agreement. The sale will be completed upon Seller's signing of a warranty deed conveying marketable title at closing. The bank appraisal must meet or exceed the sale price.

() **LAND CONTRACT** Buyer will pay \$ _____ down and pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing. Taxes and Insurance (CHECK ONE OF THE FOLLOWING) _____ will be collected in the additional amount of \$ _____ with each monthly payment OR _____ will not be collected with the monthly – Buyer will be responsible for paying taxes and insurance directly and will provide proof of payment of same upon request from the Seller during the term of the land contract. A Late Fee of \$ _____ will be applied to the Buyer's account if payment is more than 15 days late for any monthly payment.

() **MORTGAGE ASSUMPTION OR LAND CONTRACT ASSIGNMENT** If the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$ _____ upon delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow for the payment of taxes and insurance.

DUE ON SALE (IF IT APPLIES) Seller understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

TITLE EVIDENCE AND OBJECTIONS: As evidence of marketable title, Seller will provide, without expense to Buyer, a **Fidelity Title**

Company OWNERS POLICY of title insurance, including a policy commitment prior to closing, in the amount of the sales price. If closing is delayed by reasons of: (1) delays in title work, or (2) by title defects which can be readily corrected, THEN an extension of 30 days shall be allowed for closing to clear title problems, unless otherwise agreed in writing between Buyer and Seller. Buyer and Seller agree and acknowledge that **in signing this agreement, they are requesting the title insurance to be ordered from Fidelity Title Company.**

TAXES FOR PURPOSES OF THIS AGREEMENT: Real estate taxes shall be prorated as indicated by "X" below. **(CHOOSE ONE METHOD)**

_____**ADVANCE/FISCAL YEAR PRORATION METHOD.** Taxes to be prorated and adjusted as of the date of closing, in accordance with the main fiscal date coverage (i.e. January 1 – December 31 or December 1 – November 30 or July 1 – June 30, etc. applied to the entire billing) basis of the municipality or taxing unit in which the property is located, on a 365 day basis, treating the taxes as paid in ADVANCE. Amount to be estimated using the most recent tax bill(s).

_____**CALENDAR YEAR/ARREARS PRORATION METHOD.** Taxes to be prorated on a calendar year basis as if paid in ARREARS with Seller charged from January 1 through date of closing. The amount to be estimated using the current millage rate and Taxable Value information at time of closing. No adjustment will be made after closing between the parties. Credit will be given against the total prorated tax amount to the Seller, for July tax, if any, billed in the year of closing and paid prior to closing.

_____**NO TAX PRORATION METHOD.** Subject to the foregoing proration's, delinquent real estate taxes and current installments of special assessments, except 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 public improvements/special assessment outstanding at the time of closing shall be the responsibility of the _____. Any current municipal charges for water and sewage shall be paid by Seller to the date of possession.

Buyer initials _____/_____/_____

Seller initials _____/_____/_____

PRORATED ITEMS: Interest, rents, association fees, heating fuel, if any, will be prorated to the date of closing. Additional items: _____

SELLER DISCLOSURE STATEMENT:

_____ Buyer(s) & Seller(s) have signed the Sellers disclosure statement and a copy is attached.

_____ Seller(s) to have a Sellers disclosure statement personally delivered to buyer within _____ days after this agreement becomes binding. The Buyer shall have the right to terminate this agreement if the disclosure statement is not acceptable to the Buyer by giving Seller written notice within 72 hours thereafter.

CLOSING DATE: Buyer and Seller can close the sale within _____ days after all necessary documents are ready but no later than _____ (INSERT DATE), 20____. All risks of loss with respect to the property shall remain with Seller until the closing, signing and delivery of deed to Buyer.

OCCUPANCY: Seller will give occupancy as follows:

() Immediately after closing.

() _____ days after closing by 11:59 p.m. From the date of closing to the date of vacating, Seller will pay Buyer \$_____ per day as an occupancy charge. Seller is liable to Buyer for damage caused by seller to the property after closing and before vacating. Seller to pay all utilities until occupancy is made available to the Buyer. Seller to pay for insurance on personal contents after closing, but while still occupying, if desired.

PROPERTY INSPECTION: Buyer acknowledges and agrees that: (check one)

_____ Buyer reserves the right to have the Property inspected. Buyer may contact a qualified inspector of Buyer's choice to obtain any inspections, including, but not limited to structural, mechanical, lead paint, or environmental inspections, which Buyer deems desirable. All inspections shall be made within _____ (Example: 10 days) days after acceptance of this contract days thereafter. Inspections are to be made at BUYER'S expense with inspectors selected by Buyer.

If buyer does not deliver a written statement specifying those items shown in the inspection report which are unacceptable to Buyer by 8:00 p.m. _____ (Suggestion: 11 days after the acceptance of this contract – write in actual date), the property shall be deemed to be acceptable to Buyer and the Buyer deemed to be buying the property in "AS IS" condition and this inspection is no longer a contingency of this contract.

_____ Buyers hereby waive all inspections, relies solely upon the buyer's examination of the property and releases seller from any and all liability relating to any defect or deficiency affecting the property and acknowledge they are buying the property in "AS IS" condition. This waiver shall survive the closing. Inspections required by FHA, VA or buyer's lender do not necessarily eliminate the need for other inspections.

Buyer further agrees that Buyer is not relying on any representation or statement made by Seller regarding any aspect of the premises of this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.

UTILITY BILLS: Seller is responsible for all water/sewage and other utility bills up to the date possession is surrendered.

DEPOSIT: Buyer deposits \$_____ in the form of _____ showing good faith. This money, which will be applied to the sales price, will be deposited with _____ (the seller) OR _____ (*Fidelity Title Company*). If the conditions/contingencies in this contract cannot be met, Seller will refund the deposit or authorize Metropolitan to refund the deposit. The transaction is subject to an Escrow Agreement executed between the parties. Upon refund of the earnest money deposit, the parties agree that they will execute a Mutual Release of Buy & Sell Agreement, releasing each party from this contract and noting the amount and the party that the earnest money deposit is going to. The parties further agree that upon the return of the earnest money deposit, this agreement will be terminated and the Seller is free to market and sell the property to any other buyer.

BINDING AGREEMENT: Buyer and Seller agree that this offer when signed by both Buyer and Seller does constitute a legal binding agreement.

DEFAULT: If Buyer defaults, Seller may enforce this contract or may cancel the contract and keep the deposit. If Seller defaults, Buyer may enforce this contract or may demand and receive a refund of the deposit in full termination of this agreement.

HEIRS AND SUCCESSORS: This contract binds, Buyer, Seller, their personal representatives and heirs and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

STATE AND COUNTY REAL ESTATE TRANSFER TAX: The Seller will be charged at closing for the county real estate transfer tax/revenue stamps (\$1.10 per \$1,000.00 or increment thereof of Sale Price) and the state real estate transfer tax (\$7.50 per \$1,000.00 or increment thereof of Sale Price) at the time of closing (if any transfer taxes apply to this transaction) and in addition to any other closing costs.

Buyer initials _____/_____/_____

Seller initials _____/_____/_____

CLOSING SERVICE FEES TO FIDELITY TITLE COMPANY: Fidelity Title Company will be paid \$350.00 by the Buyer for assisting in the closure of this For Sale By Owner transaction. A Document Preparation Fee of \$295.00 will be paid by the Seller. These fees are separate from and do not apply toward any other closing fees that might apply to the transaction (i.e. lender package fee, relocation package fee, etc.).

OTHER CONDITIONS:

ENTIRE AGREEMENT: Time is of the essence. Buyer and Seller agree that this agreement constitutes the entire understanding and agreement between the parties and that there are no other agreements, written or oral and that they have reviewed it. This Agreement may be modified ONLY in writing signed by all parties. **IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE YOU SIGN BELOW.**

BUYER(S) SIGNATURE(S) (AS NAMES ARE TO APPEAR ON TITLE). Buyer has received a copy of this contract.

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Buyers Address: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Buyers Address: _____

SELLER(S) ACCEPTANCE: ___ Seller accepts this contract (as written). OR ___ Seller's have signed below, but this agreement is subject to AN ADDENDUM TO THIS PURCHASE AGREEMENT, ATTACHED AND MADE A PART OF THIS AGREEMENT.

SELLER(S) SIGNATURE(S):

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Sellers Address: _____

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Sellers Address: _____

DISCLAIMER: This purchase agreement is provided as a service of *Fidelity Title Company*. All parties should review both the form and specific content to ensure that each section is correct and appropriate for the transaction. *Fidelity Title Company* is **not** responsible for alterations or additions to this document, for any error regarding the terms of the transaction based upon information supplied by the parties, for misrepresentations made by any party, or for warranties made by any party in connection with the transaction.