



# FOR SALE BY OWNER TITLE ORDER FORM

**PROPERTY ADDRESS:** \_\_\_\_\_  
Number/Street, City/Village/Town, Michigan Zip Code

**LEGAL DESCRIPTION (If known):** \_\_\_\_\_

**SELLER(S):**

_____	_____	_____	_____
Last Name	First	Middle	Marital Status
_____	_____	_____	_____
Last Name	First	Middle	Marital Status
_____			_____
Mailing Address (If different from property address)			Phone Number
_____	_____		_____
Seller(s) E-mail	Current Mortgage Co		Loan #
_____	_____		_____
Home Equity Line of Credit	Phone Number		Loan #
_____		_____	
Attorney Name (If applicable)	Attorney Phone Number		Attorney E-mail

**BUYER(S):**

_____	_____	_____	_____
Last Name	First	Middle	Marital Status
_____	_____	_____	_____
Last Name	First	Middle	Marital Status
_____			_____
Address			Phone Number
_____			
Buyer(s) E-mail			

**NEW MORTGAGE:**

_____	_____
Company Name	Mortgage Amount
_____	_____
Loan Officer or Contact Person	E-mail

**SALES PRICE:** \_\_\_\_\_ **ANTICIPATED CLOSING DATE:** \_\_\_\_\_

**EARNEST MONEY DEPOSIT AMOUNT:** \_\_\_\_\_ **HELD BY:** \_\_\_\_\_

**HOME WARRANTY CO:** \_\_\_\_\_

**MANDATORY HOMEOWNERS / CONDOMINIUM ASSOCIATION DUES:** \_\_\_\_\_  
**ASSOCIATION / MANAGEMENT**  
**COMPANY NAME:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** \_\_\_\_\_

**LIGHTNING TITLE SALES REP (if known):** \_\_\_\_\_



# LIGHTNING TITLE LLC

## PURCHASE AGREEMENT

THIS IS A LEGAL DOCUMENT. BOTH BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY.

PAGE 1 OF 3

**1. PROPERTY** - Buyer agrees to buy from Seller the property located at: \_\_\_\_\_  
(Address)  
\_\_\_\_\_, \_\_\_\_\_ County, Michigan \_\_\_\_\_  
(City, Township, Village) (Zip Code)  
legally described as \_\_\_\_\_

\_\_\_\_\_ together with all buildings; gas, oil, and mineral rights owned by Seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs, radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain/drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and \_\_\_\_\_

but does not include \_\_\_\_\_.

The property is purchased subject to easements, restrictions and zoning ordinances of record.

**2. SALES PRICE** - The sale price is: \$ \_\_\_\_\_ (Dollars)

**3. DEPOSIT** - Buyer deposits \$ \_\_\_\_\_ showing good faith. Deposit to be held by (Seller/Attorney/Lightning Title). Deposit will be applied to sale price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision (refer to paragraph 16).

**4. METHOD OF PAYMENT (Check One)**

**CASH** Buyer will pay the sales price by certified check or wire upon Seller's delivery of a warranty deed conveying marketable title.

**NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a \_\_\_\_\_  
(VA, FHA, Conventional)

mortgage loan in the amount of \_\_\_\_\_. Buyer will apply for a loan within \_\_\_\_\_ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval within \_\_\_\_\_ days, Seller may cancel this contract and deposit will be refunded to Buyer in full. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

**LAND CONTRACT** Buyer will pay \$ \_\_\_\_\_ down payment upon Buyer and Seller signing a Land Contract calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_ percent and which DO/DO NOT include prepaid taxes and insurance. Buyer will pay the entire balance, which may require a lump-sum payment, within \_\_\_\_\_ years after closing.

**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 Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

**5. CLOSING DATE** - Buyer and Seller will close the sale within \_\_\_\_\_ days after all necessary documents are ready, but in no event later than \_\_\_\_\_.



# PURCHASE AGREEMENT

PAGE 2 OF 3

**6. OCCUPANCY** - Seller will give occupancy within \_\_\_\_\_ days of closing. Seller will pay Buyer \$ \_\_\_\_\_ per day, from the day following closing through the day Seller vacates and surrenders the keys to Buyer. At closing, Lightning Title will retain from the amount due Seller \$ \_\_\_\_\_ to hold in escrow for occupancy charge. Upon Seller vacating property and surrendering keys, Lightning Title will pay Buyer the amount due and return to Seller any unused portion. Seller is liable for any damages to property after closing and before vacating.

**7. TITLE INSURANCE**- Seller will provide and pay for an owner's policy of title insurance without standard exceptions from Lightning Title Insuring Buyer's marketable title in the amount of the Sales Price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within \_\_\_\_\_ days of the date of this contract. Upon receipt of the commitment, Buyer will have \_\_\_\_\_ days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated and any deposit refunded to Buyer.

**8. CLOSING COSTS** - Unless agreed otherwise, Seller will pay all State transfer taxes and costs required to convey marketable title. Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs.

**9. TAXES/FEES PRORATIONS** - Seller will pay in full all taxes, which are due and payable at time of closing. Current taxes will be prorated and adjusted as of the date of closing as though they are paid in advance on the due date. Condominium and/or association fees, interest and rents will be adjusted in a like manner.

**10. SPECIAL ASSESSMENTS** - Seller will pay in full all public authority charges (including, but not limited to, special assessments, paving charges, water or sewer contracts, weed cutting and lighting charges), which are a lien as of the date of this contract. Condominium association assessments will be paid in a like manner.

**11. WATER/SEWER ESCROW** - Seller will pay in full all water and/or sewer usage charges through the day of possession. At closing, Seller will give Lightning Title a minimum of \$300.00 for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.

## **12. SELLER'S DISCLOSURE (CHECK ONE)**

Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller.

## **13. PROPERTY INSPECTION (CHECK ONE)**

This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, no later than five (5) business days after the date of this contract. If Buyer is not satisfied with the result of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate and any deposit refunded to Buyer.

Buyer does not desire to obtain an inspection of the property.



**LIGHTNING TITLE LLC**

# **PURCHASE AGREEMENT**

PAGE 3 OF 3

**14. CONDITION OF PROPERTY -** Buyer has personally inspected the property and accepts it in its AS IS present condition (subject to Buyer’s right to have a property inspection, if any). Seller will obtain certification of occupancy from the municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property clean upon vacating.

**15. WALK THROUGH-** Buyer reserves the right to walk through the property within 24 hours prior to closing.

**16. DEFAULT-** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.

**17. 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.

**18. OFFER/COUNTER OFFER –** It is understood that this offer is irrevocable for five (5) days from its date, and if not accepted by the Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by \_\_\_\_\_(a.m.)/(p.m) of \_\_\_\_\_ or the offer will be null and void and the deposit returned to Buyer.

**19. ENTIRE AGREEMENT –** This contract constitutes the entire agreement between Buyer and Seller. This contract supersedes all prior understandings and agreements, written or oral.

**20. ADDITIONAL CONDITIONS (if any):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***BUYER AND SELLER HAVE READ THE GENERAL CONDITIONS.***

**BUYER(S) SIGNATURE(S) & BUYER’S ADDRESS:** \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**SELLER(S) SIGNATURE(S) & SELLER’S ADDRESS:** \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

## **BUYER’S RECEIPT AND ACCEPTANCE OF CHANGES**

Buyer has received Seller’s acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# EARNEST MONEY DEPOSIT AGREEMENT

DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

DEPOSIT AMOUNT: \$ \_\_\_\_\_ CHECK #: \_\_\_\_\_

All parties agree that **Lightning Title, LLC** will hold the earnest money deposit for the above mentioned property in a non-interest bearing account, to be applied to the purchase price at closing pursuant to the Purchase Agreement.

In the event the transaction does not close, **Lightning Title, LLC** will require a written and fully executed "Mutual Release of Purchase Agreement" signed by all parties before funds may be released.

If the funds received were accepted as a personal check, **Lightning Title, LLC** must wait for verification from our bank that the funds have cleared before closing or releasing funds.

**Lightning Title, LLC** will pass on all cost incurred on any funds returned by our bank for insufficient funds or checks drawn on closed accounts.

**If Escrow Agent receives conflicting instructions or claims to the funds held in escrow, then it may take any one or more of the following actions:**

- 1. It may hold all or any portion of the funds affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final order of a court of competent jurisdiction: or**
- 2. It may initiate an interpleader action in any court in the State of Michigan having jurisdiction, naming all interested parties as parties and depositing all or any portion of the funds affected by the adverse claims with the clerk of the court in full acquittance of its responsibilities under these instructions.**

Upon delivering or applying all funds deposited with it hereunder in accordance with these instructions, Escrow Agent shall be released from any further liability under these instructions, it being expressly understood that liability is limited by the terms and provisions set forth in these instructions.

By acceptance of these instructions, Escrow Agent acknowledges that it is acting in the capacity of a depository only. Escrow Agent shall not be responsible for the failure of any bank used as a depository for funds received pursuant to the Agreement. Escrow Agent's liability hereunder shall in all events be limited to return to the party or parties entitled thereto, the funds retained in escrow less any reasonable expenses which Escrow Agent may incur in the administration of the funds or otherwise hereunder, including, without limitation, attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of the escrow, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

SELLER(S): \_\_\_\_\_

BUYER(S): \_\_\_\_\_



# SELLER'S DISCLOSURE STATEMENT

PAGE 1 OF 3

PROPERTY ADDRESS: \_\_\_\_\_ Michigan  
Street City, Village, or 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 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 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 he 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 NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A BUYER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE BUYER TO TERMINE 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).

<b>Range/Oven</b>	Yes ___	No ___	Unknown ___	<b>Lawn sprinkler system</b>	Yes ___	No ___	Unknown ___
<b>Dishwasher</b>	Yes ___	No ___	Unknown ___	<b>Water heater</b>	Yes ___	No ___	Unknown ___
<b>Refrigerator</b>	Yes ___	No ___	Unknown ___	<b>Plumbing system</b>	Yes ___	No ___	Unknown ___
<b>Hood/Fan</b>	Yes ___	No ___	Unknown ___	<b>Water softener/ conditioner</b>	Yes ___	No ___	Unknown ___
<b>Disposal</b>	Yes ___	No ___	Unknown ___	<b>Well &amp; pump</b>	Yes ___	No ___	Unknown ___
<b>TV antenna,</b>	Yes ___	No ___	Unknown ___	<b>Septic tank &amp; drain field</b>	Yes ___	No ___	Unknown ___
<b>Rotor, controls</b>				<b>Sump pump</b>	Yes ___	No ___	Unknown ___
<b>Electrical system</b>	Yes ___	No ___	Unknown ___	<b>City water system</b>	Yes ___	No ___	Unknown ___
<b>Garage door &amp; Remote opener</b>	Yes ___	No ___	Unknown ___	<b>City sewer system</b>	Yes ___	No ___	Unknown ___
<b>Alarm system</b>	Yes ___	No ___	Unknown ___	<b>Central A/C</b>	Yes ___	No ___	Unknown ___
<b>Intercom</b>	Yes ___	No ___	Unknown ___	<b>Central heating system</b>	Yes ___	No ___	Unknown ___
<b>Central vacuum</b>	Yes ___	No ___	Unknown ___	<b>Wall furnace</b>	Yes ___	No ___	Unknown ___
<b>Attic fan</b>	Yes ___	No ___	Unknown ___	<b>Humidifier</b>	Yes ___	No ___	Unknown ___
<b>Pool heater, wall wall lining, equipment</b>	Yes ___	No ___	Unknown ___	<b>Electric air filter</b>	Yes ___	No ___	Unknown ___
<b>Microwave</b>	Yes ___	No ___	Unknown ___	<b>Solar heating system</b>	Yes ___	No ___	Unknown ___
<b>Trash compactor</b>	Yes ___	No ___	Unknown ___	<b>Fireplace &amp; chimney</b>	Yes ___	No ___	Unknown ___
<b>Ceiling fan</b>	Yes ___	No ___	Unknown ___	<b>Wood burning system</b>	Yes ___	No ___	Unknown ___
<b>Sauna/hot tub</b>	Yes ___	No ___	Unknown ___	<b>Dryer</b>	Yes ___	No ___	Unknown ___
<b>Washer</b>	Yes ___	No ___	Unknown ___				

**Explanations (attach additional sheet if necessary):** \_\_\_\_\_

**UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.**

**BUYER'S INITIALS:** \_\_\_\_\_

**SELLER'S INITIALS:** \_\_\_\_\_



# SELLER'S DISCLOSURE STATEMENT

PAGE 2 OF 3

## PROPERTY CONIDITIONS, IMPROVEMENTS & ADDITIONAL INFORMATION:

1. **BASEMENT/CRAWLSPACE:** YES: \_\_\_\_\_ NO: \_\_\_\_\_  
If yes, explain: \_\_\_\_\_
2. **INSULATION:** Describe, if known: \_\_\_\_\_  
Urea Formaldehyde Foam Insulation (UFFI) is installed? UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_
3. **ROOFS:** Leaks? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approximate age, if known: \_\_\_\_\_
4. **WELL:** Type of well (depth, diameter, age and repair history, if known): \_\_\_\_\_  
Has water been tested? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
If yes, date of last report/results: \_\_\_\_\_
5. **SEPTIC TANKS/DRAIN FIELD:** 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 that 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 property.  
If yes, please explain: \_\_\_\_\_ UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_
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 the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility 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 homeowners' association that has any authority over the property?  
UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_
4. Structural modifications, alteration, 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, flood, or landslides?  
UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_
7. Any underground storage tanks? UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_



# SELLER'S DISCLOSURE STATEMENT

PAGE 3 OF 3

- 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 rights 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 conditions 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 the 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 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.

BUYER IS 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 SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO 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 ASSESSORS OFFICE. BUYER SHOULD NOT ASSUME THAT THE BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLERS PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

SELLER(S): \_\_\_\_\_ DATE: \_\_\_\_\_  
 SELLER(S): \_\_\_\_\_ DATE: \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

BUYER(S): \_\_\_\_\_ DATE: \_\_\_\_\_  
 BUYER(S): \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_





# LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALE

PAGE 1 OF 2

**PURPOSE OF THIS STATEMENT:** The information provided in this statement is required to be provided by all Sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.S. 4852d), which went into effect in 1996.

**PROPERTY ADDRESS:** \_\_\_\_\_

The residence at this address was constructed after January 1, 1978 (*Seller must initial one*).

UNKNOWN: \_\_\_\_\_ YES: \_\_\_\_\_ NO: \_\_\_\_\_

(If yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Seller's portion and sign below.)

## LEAD WARNING STATEMENT

Every Buyer of any interest in residential real estate 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 (INITIAL)

\_\_\_\_\_ **1. Presence of lead-based paint and/or lead-based paint hazards (check a or b below):**

INITIAL

- 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.

\_\_\_\_\_ **2. Records and reports available to the Seller (check a or b below):**

INITIAL

- Seller has provided the Buyer with all available record 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

\_\_\_\_\_ **3. Seller acknowledges that Agents have informed Seller and Seller's obligation under 42 U.S.C. 4852d, as printed on the back of this form**

INITIAL



# LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALE

PAGE 2 OF 2

## BUYER'S ACKNOWLEDGEMENT (INITIAL)

---

\_\_\_\_\_ 4. Buyer has received copies of all information listed above and the attached. \_\_\_\_\_  
INITIAL

\_\_\_\_\_ 5. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.  
INITIAL

\_\_\_\_\_ 6. As set in the Offer to Purchase, Buyer has (check a or b below):  
INITIAL

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 hazard

OR

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## CERTIFICATION OF ACCURACY

---

The following parties have reviewed the information and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

SELLER(S): \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

SELLER(S): \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

BUYER(S): \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

BUYER(S): \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_



**LIGHTNING TITLE LLC**  
**PAYOFF AUTHORIZATION**

LENDER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/ST: \_\_\_\_\_

DATE: \_\_\_\_\_  
LOAN #: \_\_\_\_\_  
PHONE: \_\_\_\_\_

BORROWER'S NAME(S): \_\_\_\_\_  
PROPERTY ADDRESS: \_\_\_\_\_

**The above property has been sold:**

- \_\_\_\_\_ On Land Contract
- \_\_\_\_\_ Your mortgage will be paid off
- \_\_\_\_\_ Your mortgage will be assumed. Please forward Assumption Application Package

**You are hereby authorized to discuss and/or furnish any and all information regarding our loan account referenced above to Lightning Title, and to provide the following information:**

- \_\_\_\_\_ Payoff figures as of \_\_\_\_\_ with a daily rate.
- \_\_\_\_\_ Equity line payoff figures as of \_\_\_\_\_ with daily rate of per diem interest. Please block account once payoff letter is sent. Checks/Cards have been destroyed.
- \_\_\_\_\_ Other: \_\_\_\_\_

**SELLER'S SIGNATURE:** \_\_\_\_\_  
**SELLER'S SIGNATURE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**PLEASE EMAIL THE ABOVE INFORMATION BACK TO OUR OFFICE AT  
[CUSTOMERSERVICE@LIGHTNINGTITLE.COM](mailto:CUSTOMERSERVICE@LIGHTNINGTITLE.COM)  
THANK YOU!**