



SALES CONTRACT

The SELLER is _____

Address: _____

Phone: _____

Fax: _____

The PURCHASER is _____

Address: _____

Phone: _____

Fax: _____

Seller agrees to sell and Purchaser agrees to purchase the property in the __City __Twp of _____, Washtenaw County, Michigan, commonly known as: _____
 (property address)

LEGAL DESCRIPTION:

_____ and to be more completely described in the title insurance commitment to be issued by Absolute Title, Inc.

SALE PRICE: \$ _____

EARNEST MONEY: Seller acknowledges \$ _____ paid by Purchaser as earnest money upon signing of this contract by Purchaser. This money will be deposited and held in Absolute Title, Inc., escrow account or Seller's bank account until closing of sale, at which time it will be credited to the Purchaser. If this contract is not accepted, the earnest money deposit will be returned in full to Purchaser.

TERMS: Purchaser will pay the balance of the purchase price, together with closing costs and escrow deposits, in certified funds at the time of closing. Unmarked terms of purchase do not apply.

____ This contract is contingent upon Purchaser qualifying for and obtaining a mortgage commitment as designated below for which Purchaser agrees to apply within ____ business days and pursue in good faith upon acceptance of this contract. This financing contingency to be removed in writing on or before _____.

____ CONVENTIONAL ____ PMI loan in the amount of \$ _____

____ FHA ____ VA loan commitment in the amount of \$ _____

____ Seller ____ Purchaser agrees to pay all necessary or up to _____ mortgage points

See attached ____ FHA ____ VA addendum.

____ This contract is for a land contract sale. An additional \$ _____ will be paid in certified funds at the time of closing. Purchaser shall pay Seller the balance of \$ _____ with interest on any unpaid part at the rate of ____ % per year. Interest shall commence on closing date. Purchaser shall make payments in monthly installments of \$ _____ each on the ____ day of each month starting the next month after closing. Payments shall be applied first on interest and then on principal. Purchaser shall pay the remaining contract balance, including accrued and unpaid interest, by _____. Purchaser may prepay the balance in full, or in part, at any time without penalty.

OTHER CONDITIONS:

INCLUSIONS: This contract includes all fixtures, improvements, landscaping, and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window treatments and hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings, and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given:

EXCLUSIONS:

WARRANTY: Seller warrants that all equipment and improvements are in working condition except:

Unless otherwise agreed in writing, Seller will deliver and Purchaser will accept the property in the same condition it was in at the time the offer was made. Seller will remove trash and debris from the property and leave it in broom-clean condition. Purchaser will have the right to walk through property within 48 hours prior to closing.

Purchaser does does not acknowledge receipt of the seller's disclosure statement.

Seller represents that if Seller acquired title after January 1, 1995, Seller has complied with state law requiring the disclosure of purchase price to the local assessor.

SPECIAL ASSESSMENTS/BENEFIT CHARGES: All special assessments that have been assessed against the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property will be paid by Purchaser. Any benefit charges against the property made by any government authority or utility company for installation of, or tap-in fees for, water service, sanitary sewer, storm sewer service, gas, electric, telephone, or cable lines, for which charges have been made, incurred or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Taxes, rents, fuel, insurance, interest, and association fees, where applicable, will be prorated as of the date of closing based on a 30-day-month, 360-day-year basis. Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. Escrow Agent will retain \$_____ from Seller to be applied to final billing for municipal utility charges. Upon receipt of the final utility bill, Seller will forward either proof of payment or the unpaid bill to Escrow Agent. Escrow Agent will either refund Seller full escrowed funds, or Escrow Agent will pay the final bill and refund any balance remaining in escrow. If the escrowed funds are insufficient to pay the final bill, Seller will be responsible to pay any balance due.

CLOSING: Purchase to be closed on or before _____.

POSSESSION: Possession to be given at closing or . From and including the date of closing, up to but not including the date of vacating property as agreed, Seller will pay the sum of _____ per day. Absolute Title, Inc., will retain in escrow from Seller at closing the sum of \$ _____ for occupancy between the time of closing and delivery of keys by Seller to Purchaser.

CASUALTY LOSS: Seller retains risk of loss by fire, windstorm or otherwise, until delivery of deed/land contract.

FORM OF CONVEYANCE: Seller agrees to convey marketable title to the property, subject to easements and restrictions of record, and subject to the lien of taxes not yet due and payable at time of closing, by warranty deed current Washtenaw County Bar Association form of land contract or _____ . Seller will pay transfer tax when title passes.

TITLE INSURANCE: Seller will provide an owner's policy of title insurance, including a commitment prior to closing, in the amount of the sale price, at Seller's expense. Title insurance shall be issued ___ with ___ without (at no additional premium expense) standard exceptions. Any special exception imposed by the Title Company shall be subject to Purchaser's approval. ___ Seller ___ Purchaser shall provide any survey or mortgage report required by the Title Company to remove standard exceptions. Monetary encumbrances not assumed by Purchaser will be paid by Seller at or before closing.

BINDING CONTRACT/SURVIVAL: This contract binds the parties, their successors and assigns. Unless modified or waived in writing, all covenants, warranties and representations in this contract shall survive the closing.

FACSIMILE/FAX AUTHORITY: Offers, acceptances, and notices required by this contract can be delivered by facsimile/FAX.

DEFAULT: If Purchaser defaults, Seller may pursue legal remedies, or may cancel the contract and claim the deposit as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the deposit in termination of this contract or pursue legal remedies. **TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.**

CONTINGENCIES: This contract is contingent upon satisfactory completion of any of the following designated items. All contingencies must be removed in writing. If any contingency is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is removed, either party may terminate the contract by written notice to the other, at which time the earnest money will be returned in full to Purchaser. **CHECK APPROPRIATE ITEMS BELOW.**

___ **CONTRACTOR'S INSPECTION**
A contractor's inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed on or before _____

___ **RADON TEST**
A radon test of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed on or before _____

___ **LEAD-BASED PAINT INSPECTION**
Choose one of the following;
A lead-based paint or lead-based paint hazard inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed on or before _____. Federal regulations require that Purchaser shall have a 10-day opportunity (or other mutually agreed upon period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.
Purchaser waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

___ **TERMITE INSPECTION**
An inspection of the property at the expense of _____ from a licensed exterminating company, resulting in a report satisfactory to Purchaser regarding the presence of any termite or wood destroying insect infestation or any resulting damage. This contingency is to be removed on or before _____

___ **ATTORNEY APPROVAL**
___ Approval of contract language by Seller's attorney, within ___ business days from date of acceptance of this contract.
___ Approval of contract language by Purchaser's attorney, within ___ business days from date of acceptance of this contract.
___ Approval of a current commitment for title insurance by Purchaser's attorney. This contingency is to be removed within ___ business days from its receipt by Purchaser. Removal of this contingency will be subject to a mortgage report/stake survey, if any, showing no objectionable encroachments.

WELL AND SEPTIC

A report satisfactory to Purchaser that septic system is in good working order and that well water is potable. Seller grants permission to do the evaluations. The cost of septic field preparation to be paid by _____. The cost of inspection to be paid by _____. This contingency is to be removed on or before _____.

NOTE RE: NEW WASHTENAW COUNTY REQUIREMENTS

Effective January 3, 2000, regulations of the Washtenaw County Environmental Health Division require that Seller obtain authorization from the Division for transfer of any property served by a private well or septic system. Seller shall obtain such authorization or provide evidence satisfactory to Purchaser that the proposed sale is exempt from inspection pursuant to Section 3:2 of the regulations. Cost of the inspection shall be paid by _____. Costs of any remediation shall be paid by _____.

SALE OF PURCHASER'S PROPERTY

Check any that pertain to the Sale of Purchaser's property located at _____

Obtaining a signed Sales Contract on Purchaser's property on or before _____

Obtaining a non-contingent signed Sales Contract on Purchaser's property on or before _____

Closing on the sale of Purchaser's property on or before _____

After Purchaser has removed the above contingency (-ies) regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property.

LIMITED TIME CLAUSE

The property is not being taken off the market by this contract. If another contract is accepted on this property prior to the removal of the contingency on the sale, Purchaser will have ____ hours business days from receipt of Seller's written notification to Purchaser, or Purchaser's representative, to remove the contingency and provide written verification from Lender that Purchaser does not need to sell Purchaser's property in order to obtain financing for this property. If these conditions cannot be met, this contract becomes void, the earnest money will be returned in full to Purchaser, and the subsequent contract becomes primary.

OTHER

PRIVATE ROAD

The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

PURCHASER:

_____ (/ /)

_____ (/ /)

SELLER:

_____ (/ /)

_____ (/ /)