NEBRASKA TITLE COMPANY
SERVICE BEYOND EXPECTATION

TITLE & CLOSING SERVICES

NEBRASKA TITLE COMPANY

has been providing timely and comprehensive title and closing services since 1947. Our experience has positioned us as the trusted leader in the markets we serve. We've built a reputation of providing service beyond expectation in everything we do.

WE BELIEVE

that great service translates to great business. We are driven to provide unmatched accuracy in everything we do – every day. Our passion is our strength. Our goal is to give customers the best experience possible. And our success is measured by our customers' complete satisfaction. We care about your business and we are dedicated to providing a high level of customer care and attention to detail that is unmatched in the industry.

WE ENCOURAGE

you to seek professional advice from a licensed real estate agent or an experienced real estate attorney to assist you, as the sale of your home involves a process that you may not be familiar with. Nebraska Title Company is a disinterested third party to the transaction.

WE ARE AVAILABLE

to answer any questions you may have with regard to the services that we provide and the costs associated with the sale of your home.

WHAT TO KNOW

7 Reasons to Work With a REALTOR®

REALTORS® aren't just agents. They're professional members of the National Association of REALTORS® and subscribe to its strict code of ethics. This is the REALTOR® difference for home buyers:

1. **An expert guide.**
   Selling a home usually requires dozens of forms, reports, disclosures, and other technical documents. A knowledgeable expert will help you prepare the best deal, and avoid delays or costly mistakes. Also, there's a lot of jargon involved, so you want to work with a professional who can speak the language.

2. **Objective information and opinions.**
   REALTORS® can provide local information on utilities, zoning, schools, and more. They also have objective information about each property. REALTORs® can use that data to help you determine if the property has what you need.

3. **Property marketing power.**
   Property doesn't sell due to advertising alone. A large share of real estate sales comes as the result of a practitioner's contacts with previous clients, friends, and family. When a property is marketed by a REALTOR®, you do not have to allow strangers into your home. Your REALTOR® will generally prescreen and accompany qualified prospects through your property.

4. **Negotiation knowledge.**
   There are many factors up for discussion in a deal. A REALTOR® will look at every angle from your perspective, including crafting a purchase agreement that allows you the flexibility you need to take that next step.

5. **Up-to-date experience.**
   Most people sell only a few homes in a lifetime, usually with quite a few years in between each sale. Even if you've done it before, laws and regulations change. REALTORS® handle hundreds of transactions over the course of their career.

6. **Your rock during emotional moments.**
   A home is so much more than four walls and a roof. And for most people, property represents the biggest purchase they'll ever make. Having a concerned, but objective, third party helps you stay focused on the issues most important to you.

7. **Ethical treatment.**
   Every REALTOR® must adhere to a strict code of ethics, which is based on professionalism and protection of the public. As a REALTOR®'s client, you can expect honest and ethical treatment in all transaction-related matters.

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NEBRASKA TITLE COMPANY
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TITLE INSURANCE 101

WHAT IS TITLE INSURANCE?

The most accurate description of title is a bundle of rights in real property. A title search is the process of determining from the public record what these rights are and who owns them. A title search is a means of determining that the person who is selling the property has the right to sell it, and that the Buyer is getting all the rights to the property that he or she is paying for.

WHAT IS THE COST OF TITLE INSURANCE?

Title insurance is a one-time premium. It insures against title defects until the property is sold again to a new owner. The price for title insurance is dependent on the sale price of the property. Generate a quote on our website: nebtitleco.com/ratecalculator

WHAT CAN I EXPECT AT CLOSING?

On the day of closing, all documents pertinent to the transaction are signed, checks are disbursed and the legal documents are sent to the courthouse for official recording. Your Escrow Closer will provide a thorough overview of the Settlement Statement and closing documents. Nebraska Title Company is a disinterested third party to the transaction.

WHY DOES THE SELLER NEED TO PROVIDE TITLE INSURANCE?

Title insurance provides the Buyer evidence that the Seller owns title to the property and is free of title defects. The title insurance policy that a Seller provides to a Buyer is a guarantee that the Seller is selling a clear title to the real estate, unencumbered by any legal attachments that might limit or jeopardize ownership.

WHY DOES THE BUYER NEED TITLE INSURANCE?

Title insurance provides the Buyer protection against:
- Errors in the public record and hidden defects not disclosed in the public record
- Mistakes in examining the title of your new property
- Common title defects involving bankruptcies, divorces, estates, and mechanic's liens

In addition to the Buyer's Owner's Policy of Insurance, the Lender will require a policy that guarantees its first lien position on the property.

We strive to make the sale of your home a positive experience with a smooth, efficient closing process.

PROTECT YOUR MOST IMPORTANT ASSET

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As a policy issuing agency for Old Republic Title, we are able to offer the superior protection of the Homeowner's Policy of Title Insurance, delivering more complete risk coverage, which translates to greater peace of mind for homebuyers. Buying a new home is one of life's most gratifying experiences and might be the biggest investment you will ever make. As you approach closing day, however, all those details can be overwhelming. It's easy to overlook the single most important step in the entire process – the purchase of title insurance on your wonderful new home.

WHAT IS TITLE?

Title is the legal right that a person has to the ownership and possession of land. Since it is possible that someone other than the seller has a prior legal right to the property you're buying, the premium coverage offered by the Homeowner's Policy provides you with added peace of mind. There can be any number of prior problems that remain undisclosed even after the most careful search of public records. These prior hidden "defects" are very dangerous and sometimes are not discovered for months or even years after you purchase your home. You could be forced to spend substantial money on a legal defense to protect your rights.

The Homeowner's Policy helps protect you against covered losses and prior defects, and provides legal defense for covered risks.

GET THE RIGHT TITLE INSURANCE

Your lender only requires that you purchase a Loan Policy. However, that policy only ensures the lender has a valid, enforceable lien on the property. It does not protect you! The Homeowner's Policy, on the other hand, is designed to protect you from covered title discrepancies arising prior to or concurrent with your purchase of the property.

PROTECT YOUR INVESTMENT

The Homeowner's Policy provides the most complete title coverage available, including protection against undisclosed heirs, mistakes in recording or errors in tax records. Our basic coverage protects against prior covered matters, such as:

- Someone claiming an ownership interest in your title
- Leases, contracts or options affecting your title
- Someone claiming to have rights affecting your title due to forgery or impersonation
- Someone having a right to limit your use of the land
- Unmarketability of your title
- A defective title

In addition to the coverage provided in the traditional Owner's Policy, the Homeowner's Policy offers new and expanded coverages* for a total of 32 covered risks. Now you can purchase coverage against losses caused by:

- Zoning violations
- Subdivision law violations
- Improvements that encroach into an easement
- Building permit violations
- Covenants, conditions and restrictions

(continued on back)

Nebraska Title Company
866.616.3180
nebtitleco.com

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* Some coverages are subject to deductibles and liability caps.

PROTECT YOUR MOST IMPORTANT ASSET

- Lack of vehicular and pedestrian access
- Supplemental assessments arising as a result of construction or a transfer prior to the policy date
- Damage to your house caused from someone with easement rights
- Someone refuses to buy your land because your neighbor's structures are on your land
- Your house or lawn and trees are being damaged by someone with rights to dig a well or mine

** Some coverages are subject to deductibles and liability caps.

COVERAGE INCREASES AUTOMATICALLY

Your Homeowner's Policy will automatically increase by 10% in value each year for the first five years (up to 150% of the original policy amount) to help cover increases due to inflation.

HOW MUCH DOES TITLE INSURANCE COST?

The single premium is directly related to the value of your home. Typically, it is less expensive than your annual auto insurance. It is a one-time-only expense, paid when you purchase your home, yet it continues to provide complete coverage for as long as you or your heirs own the property.

THE HOMEOWNER'S POLICY PROVIDES MORE COVERAGE THAN EVER BEFORE.

NOW YOU CAN HAVE THE CONFIDENCE AND PEACE OF MIND THAT YOUR TITLE IS PROTECTED, THEREBY INCREASING THE RESALE POTENTIAL OF YOUR HOME.

Coverage Comparison of Standard ALTA Owner's Policy and Homeowner's Policy of Title Insurance	Standard ALTA Owner's Policy	Homeowner's Policy of Title Insurance
Title to the estate or interest described in Schedule A being vested other than as stated therein	YES	YES
Any defect in or lien or encumbrance on the title	YES	YES
Unmarketability of the title	YES	YES
Lack of right of access to and from the land	YES	YES
You are forced to remove your existing structures because they encroach onto your neighbor's land	NO	YES+
Someone has a legal right to and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because your neighbor's existing structures encroach onto the land	NO	YES
You are forced to remove your existing structures, which encroach onto an easement or over a building set-back line	NO	YES
Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the land	NO	YES
A taxing authority assesses supplemental real estate taxes not previously assessed against the land for any period before the policy date because of construction or a change of ownership or use that occurred before the policy date	NO	YES
Your neighbor builds any structures after the policy date which encroach onto the land	NO	YES
The residence with the address is not located on the land at the policy date	NO	YES
The map, if any, attached to the policy does not show the correct location of the land according to the public records	NO	YES
Your existing improvements, including lawns, shrubbery or trees, are damaged because of future exercise of right to use the surface of the land for the extraction or development of minerals, water or any other substance	NO	YES
You do not have both actual vehicular and pedestrian access to and from the land based upon a legal right	NO	YES
You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the land	NO*	YES
Your title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before you acquired your title	NO*	YES
You are unable to obtain a building permit; you are required to correct or remove the violation; or someone else has a legal right to, and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because of an existing violation of a subdivision law or regulation affecting the land	NO*	YES
You are forced to remove or remedy your existing structures, or any part of them other than boundary walls or fences because any portion was built without obtaining a building permit from the proper government office	NO*	YES+
You are forced to remove or remedy your existing structures, or any part of them because they violate an existing zoning law or zoning regulation	NO*	YES+
You cannot use the land because use as a single-family residence violates an existing zoning law or zoning regulation	NO*	YES
Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects your title, which is based upon race, color, religion, sex, handicap, familial status or national origin	NO*	YES

**** Coverage for the item is not provided in the ALTA Owner's Policy UNLESS notice of the covenant, ordinance, statute or regulation is recorded in the public land records. Available by endorsement**

Note: Covered risks listed are occurring after the policy date. This Homeowner's Policy of Title Insurance is for use, when requested, for one-to four-family residences only. It should not be used for vacant land or for new construction. If issued on new construction, you must independently verify the payment of all lienable construction costs and the issuance of all required occupancy permits. Deductible may apply with respect to certain of the coverages afforded in this policy. Contact your title agent/attorney or a local Old Republic Title office for specific information as to any deductibles, which pertains to the coverages in the Homeowner's Policy of Title Insurance.

Note: All covered risks are subject to policy conditions, exclusions and exceptions.

+ Coverage is subject to a deductible and a liability cap.

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SELLER TO-DO LIST

RIGHT AWAY

- [ ] Submit purchase agreement, “Escrow Closing Information” Form and other documents included in this packet to Nebraska Title Company.
- [ ] If the Buyer is obtaining an appraisal and the appraiser has not made contact within 1-2 weeks to schedule a walk-through, notify the Buyer.
- [ ] Complete the Payoff Authorization form, include the requested information for each mortgage filed against the property (1st loan, 2nd loan, and/or bridge loan) and submit to Nebraska Title Company.

DURING

- [ ] Upon receipt, review Title Commitment and assist Nebraska Title Company with clearing requirements, if any.
- [ ] Review inspections upon receipt and negotiate repairs with Buyer, if applicable.
- [ ] Submit repair invoices (if any) to Nebraska Title Company as soon as possible prior to closing.
- [ ] Make arrangements with Nebraska Title Company to sign closing documents with your spouse (if applicable). You will need to bring a valid (current) government issued picture ID (driver's license, military ID, passport, etc.) to the appointment.
- [ ] Contact Buyer to make arrangements for final walk-through prior to closing.
- [ ] Transfer utilities as of day of closing/possession.

ON SIGNING DATE

- [ ] Make arrangements with Buyer for key exchange.
- [ ] Contact insurance agent to cancel homeowner's insurance.
- [ ] Cancel automatic payments, if any.

NEBRASKA TITLE COMPANY
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BUYER TO-DO LIST

RIGHT AWAY

- [ ] Submit purchase agreement, “Escrow Closing Information” Form and other documents included in this packet to Nebraska Title Company.
- [ ] Order inspections. Copies of the reports should be forwarded to the Seller and Nebraska Title Company. Invoices should also be submitted to Nebraska Title Company to be included on the final settlement statement.
- [ ] Keep in touch with the Lender to be sure they have everything needed (personal information) for loan approval to meet desired closing date.
- [ ] Submit proof of homeowner’s insurance to Lender as soon as possible.

DURING

- [ ] Upon receipt, review Title Commitment and assist Nebraska Title Company with clearing requirements, if any.
- [ ] Contact Lender to ensure all lender requirements have been met.
- [ ] Contact Seller to make arrangements for final walk-through prior to closing.
- [ ] Transfer utilities as of day of closing/possession.

ON CLOSING DATE

- [ ] Bring cashier’s check made payable to Nebraska Title Company for any balance that is due at closing.
- [ ] Bring a valid (current) government issued picture ID to closing (driver’s license, military ID, passport, etc.).
- [ ] Bring your spouse (if applicable) to closing unless other arrangements have been made with the Lender and Nebraska Title Company.
- [ ] Make arrangements with Seller for key exchange.

Closing Information – Seller

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Property Address: _____

Property Information

☐ **Well** ☐ **Septic System** ☐ **Propane** ☐ **N/A**

Occupancy: ☐ **Owner Occupied** ☐ **Tenant Occupied** ☐ **Vacant**

Seller Information

1. **Name**: _____ **Marital Status** ☐ Single ☐ Married

Phone: _____ **Email Address**: _____

Current Mailing Address: _____

_____

2. **Name**: _____ **Marital Status** ☐ Single ☐ Married

Phone: _____ **Email Address**: _____

Current Mailing Address: _____

_____

Home Owners Association

☐ Yes ☐ No **Name of Association:** _____ **Phone:** _____

Dues: ☐ Yes ☐ No **Amount: $**_____ **Contact Person:**_____

Home Warranty

☐ Yes ☐ No **Company** _____ **Paid for by**: ☐ Buyer ☐ Seller

Additional Information

_____

_____

_____

_____

_____

_____

_____

Closing Information – Buyer

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Property Address: _____

Buyer Information

1. **Name**: _____ **Marital Status** ☐ Single ☐ Married

Phone: _____ **Email Address**: _____

Current Mailing Address: _____

_____

2. **Name**: _____ **Marital Status** ☐ Single ☐ Married

Phone: _____ **Email Address**: _____

Current Mailing Address: _____

_____

Financing Information

☐ **Cash** ☐ **Loan** ☐ **Seller Financing**

Buyer's Lender: _____

Loan Officer: _____ **Phone**: _____

Inspections

Termite ☐ Yes ☐ No **Inspector:** _____

Whole House ☐ Yes ☐ No **Inspector:** _____

Radon ☐ Yes ☐ No **Inspector:** _____

Other_____ ☐ Yes ☐ No **Inspector:** _____

Home Warranty

☐ Yes ☐ No **Company** _____ **Paid for by**: ☐ Buyer ☐ Seller

Additional Information

_____

_____

_____

FOR SALE BY OWNER DISCLOSURE

THE UNDERSIGNED SELLER AND BUYER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. Each party represents and warrants to the other and Nebraska Title Company that such party has not retained any broker or agent to represent it in connection with this transaction. Therefore each party agrees to indemnify the other and Nebraska Title Company against any and all claims for real estate commission or brokerage fees arising out of any alleged agreement or action of such indemnifying party.

2. Neither Nebraska Title Company nor its employees represents Seller or Buyer. Nebraska Title Company is an independent third party retained to act as the closing agent in connection with this real estate transaction.

3. Neither Nebraska Title Company nor its employees may provide legal advice. Seller and Buyer are encouraged to seek legal review of all documents to be executed in connection with this transaction.

4. Nebraska Title Company and its employees are not licensed real estate agents. Licensed real estate agents are available to assist you with marketing, take care of the myriad of issues that pop up, and make the process as smooth as possible.

SELLER: **BUYER:**

_____ _____

_____ _____

Date: _____ **Date:** _____

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

RESIDENTIAL PURCHASE AGREEMENT

Date: _____

The undersigned Buyer agrees to purchase the Property described as follows:

Address: _____

Legal Description: _____

_____

including all fixtures and equipment permanently attached to the Property. The only personal property included is as follows:

_____

_____

PURCHASE PRICE: Buyer agrees to purchase the Property from Seller, and Seller agrees to sell the Property to Buyer, for the Purchase Price of $_____ to be paid as follows:

EARNEST DEPOSIT: Buyer shall deposit $_____ as earnest money (the "Deposit"). The Deposit shall be payable to Nebraska Title Company as Escrow Agent and delivered to Escrow Agent within 72 hours of final acceptance of this Agreement. If the Deposit is paid by check, it will be cashed by Escrow Agent. The Deposit shall be credited to Buyer at Closing. In the event of a dispute over return of the Deposit, Escrow Agent may require written consent signed by Seller and Buyer or a court order to release the Deposit. In the event of legal action for return of the Deposit, Escrow Agent may pay the Deposit to the court and thereafter be released of any liability therefor.

Buyer shall pay the Purchase Price at Closing as follows (select one):

☐ **All Cash**: Balance of the Purchase Price shall be paid by wire transfer or cashier's check at Closing, no financing being required.

☐ **Conditional Upon Financing**: This Agreement is contingent upon Buyer obtaining ☐ CONVENTIONAL ☐ FHA ☐ VA ☐ USDA or ☐ _____ financing in the amount of $_____ (loan amount) with interest rate not exceeding _____% per annum, plus mortgage insurance, if required, amortized over not less than _____ years secured by first mortgage or deed of trust on the Property. All costs associated with financing shall be paid by Buyer unless otherwise agreed in writing by Seller. Buyer agrees to make application for the loan within five (5) days of acceptance of this offer by Seller. If Buyer has not obtained final loan approval in sufficient time to close on the Closing Date, this Agreement shall terminate or the Closing Date may be extended by mutual agreement of the parties. If this Agreement terminates because no final loan approval was obtained and the parties do not agree to extend the Closing Date, Buyer shall receive full refund of the Deposit.

☐ **Assumption of Existing Loan**: This Agreement is contingent upon Buyer's assumption of the following loan: approximate balance in the amount of $_____, payable in monthly installments of $_____, including Principal and Interest, Taxes and Insurance, with an interest rate not to exceed _____%. All costs associated with the loan assumption shall be paid by ☐ Seller ☐ Buyer ☐ Split Equally. Buyer agrees to provide Seller with a release of liability under the loan. Interest on the loan balance and mortgage insurance premiums, if any, will be prorated to the Closing Date. Buyer agrees to reimburse Seller for the amount in the escrow reserve account assigned to Buyer at Closing. Seller agrees that loan and escrow reserves will be current at time of Closing.

☐ **Seller Financing**: Seller agrees to provide financing for a portion of the Purchase Price as described herein: Buyer agrees to execute a Promissory Note secured by a first Deed of Trust on the Property in the amount of $_____ payable in monthly payments in the amount of $_____ (principal and interest) including interest at _____% per annum amortized over _____ years with the entire balance due _____ years from the date of the Promissory Note. All other terms and conditions of the instruments shall be as mutually agreed upon. ☐ Buyer ☐ Seller shall cause the loan documents to be prepared and cost of preparation shall be paid by ☐ Buyer ☐ Seller ☐ Split Equally.

ESCROW CLOSING: Buyer and Seller acknowledge and understand that the Closing of the sale shall be handled by Nebraska Title Company as Escrow Agent. The escrow closing fee shall be equally divided between Buyer and Seller.

CLOSING DATE: The Closing Date shall be _____, 20___ or on a date Seller and Buyer mutually agree. Seller agrees to deliver possession of the Property to Buyer ☐ at Closing OR ☐ _____.

TITLE INSURANCE: On the Closing Date, Seller agrees to convey good, valid and marketable title, in fee simple, to Buyer by warranty deed, free and clear of all liens and encumbrances, and subject to all building and use restrictions, utility easements, and covenants of record. Buyer hereby selects the ALTA Homeowners Policy of Title Insurance OR ☐ _____ in the amount of the Purchase Price. The cost of any title insurance policies and endorsements shall be split equally between Buyer and Seller OR ☐ _____. Buyer shall have the right to disapprove any title condition that materially affects marketability of the title or value of the Property by written notice to Seller within ten (10) days after Buyer's receipt of the title commitment. If Seller cannot cure such condition by the Closing Date, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer. Buyer may obtain a surveyor improvement location report of the Property by a registered land surveyor at Buyer's expense. If the surveyor improvement location report shows encroachments, Buyer may terminate this Agreement, in which event the Deposit shall be returned to Buyer. If Buyer does not obtain a surveyor improvement location report or terminate this Agreement on or before the Closing Date, Buyer shall be deemed to have waived the right to terminate this Agreement for boundary, lot line or encroachment reasons.

TAXES: If the Property is located in **Douglas or Sarpy County, Nebraska**, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on the most recently published preliminary or final assessed value and tax rate as of the date of Closing). Current taxes shall include any property tax credit applicable to the Property under the Nebraska Property Tax Credit Act for such year. Such Current Taxes shall be prorated as of date of ☐ Closing, ☐ possession, or ☐ _____. Real estate taxes for all prior years shall be paid by Seller at or prior to Closing.

SPECIAL ASSESSMENTS: Seller agrees to pay for any special assessments for public improvements previously constructed, now under construction as of Closing. For purposes of this paragraph, public improvements shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

HOMEOWNER'S ASSOCIATION DUES: Homeowner's Association Dues for the year in which Closing takes place, if any, shall be prorated between Seller and Buyer as of the date of Closing. All prior years to be paid by Seller.

DOCUMENTARY STAMP TAX: The Nebraska Documentary Stamp Taxes shall be paid by Seller.

SANITARY AND IMPROVEMENT DISTRICT (SID): The Property ☐ IS or ☐ IS NOT located in a Sanitary Improvement District (SID# _____). If yes, Buyer acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

CONDITION OF PROPERTY: Seller represents that to the best of Seller's knowledge, there are no latent defects in the Property. No other representations have been made by Seller to Buyer concerning the condition of the Property except written statements made within the Seller's Property Condition Disclosure Statement. Unless otherwise stated herein, Buyer accepts

the Property "as is" in the condition as existed as of the date of this Agreement, based solely on Buyer's personal inspection, and not on the basis of any representation or warranty on the part of Seller as to its condition. Buyer acknowledges receipt of a copy of the Seller's Property Condition Disclosure Statement.

PROPERTY INSPECTIONS: Buyer has been advised of the availability of property inspections/tests. If Buyer has reserved the right to obtain property inspections, all inspections shall be at Buyer's sole cost and expense. If the condition of the Property is unsatisfactory in Buyer's subjective discretion, Buyer shall deliver written notice to Seller of Buyer's intent to terminate this Agreement not later than 5:00 p.m. on the 14th calendar day after execution of this Agreement by both parties. Upon termination of this Agreement the Deposit, less amounts necessary to pay any expenses incurred for all inspections, shall be returned to Buyer.

☐ Buyer elects NOT to obtain property inspections
OR
☐ Buyer reserves the right to perform property inspections.

WOOD DESTROYING INSECT INSPECTION:

☐ Buyer shall obtain a wood destroying insect inspection of the Property at Buyer's expense
OR
☐ Buyer waives the right to obtain a wood destroying insect inspection of the Property.

Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Buyer agrees to accept the treated Property upon completion of repairs. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. If the cost of treatment and repairs exceed ☐ 2% of the Purchase Price OR ☐ _____, this Agreement may be terminated by Seller and/or Buyer by written notice to the other party within 5 calendar days of such terminating party's receipt of the wood destroying insect inspection report, in which event the Deposit shall be returned to Buyer.

LEAD BASED PAINT: Was the Property built prior to 1978? ☐ Yes ☐ No. If yes, Federal law requires that Seller and Buyer must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

MAINTENANCE: Seller shall maintain the Property in the condition as existed as of the date of this Agreement until Closing. Seller agrees to maintain the lawn care, landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical system and any built-in appliances in functional and operable condition as existed as of the date of this Agreement until delivery of possession to Buyer, unless otherwise noted in the Seller Property Condition Disclosure Statement. Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide detectors as required by law. Buyer shall have the right to inspect the Property within _____ calendar days before Closing to confirm compliance with this Agreement.

UTILITIES: Seller shall pay all utility charges to the Closing Date. Buyer agrees to apply for and change the utility accounts to Buyer's name effective on the Closing Date.

RISK OF LOSS: Risk of loss or damage to the Property, prior to Closing Date, shall be the responsibility of Seller. If, prior to Closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this Agreement, in which event the Deposit shall be returned to Buyer.

RENTS AND LEASES: All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Buyer at Closing. All rents shall be prorated to the Closing Date. Copies of all current leases shall be provided to Buyer within 3 days of Seller's acceptance of this Agreement.

TAX DEFERRED EXCHANGE: Either party may elect to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange but shall not be required to incur additional expense or delays by reason of the other party's intended exchange.

DEFAULT: If Buyer fails to consummate this transaction according to the terms of this Agreement, Seller may, at Seller's option retain the Earnest Deposit as liquidated damages or utilize such other legal remedies as are available to Seller by reason of such failure.

OTHER PROVISIONS:

_____

_____

_____

This offer is null and void if not accepted by Seller on or before _____, 20__, at _____ o'clock _____ m.

BUYER _____ DATE _____

BUYER _____ DATE _____

ADDRESS _____

NAMES FOR DEED: _____

SELLER ACCEPTANCE OR COUNTER

☐ Seller accepts the foregoing offer to purchase on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth above as of the date of Seller's signature set forth below.

☐ Seller counters the foregoing offer to purchase on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth above EXCEPT as follows:

_____

_____

_____

_____

SELLER _____ DATE _____

SELLER _____ DATE _____

ADDRESS _____

BUYER ACCEPTANCE OR COUNTER

☐ Buyer accepts the foregoing counteroffer to purchase on the terms stated and agrees to perform all the terms and conditions set forth above.

☐ Buyer counters the foregoing offer to purchase on the terms stated and agrees to perform all the terms and conditions set forth above EXCEPT as follows:

_____

_____

_____

_____

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER ACCEPTANCE OR COUNTER

☐ Seller accepts the terms above.

SELLER _____ DATE _____

SELLER _____ DATE _____

VETERAN'S ADMINISTRATION (VA) ESCAPE CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not incur any penalty by forfeiture of earnest money deposit or otherwise be obligated to complete the purchase of the Property described herein, if the Purchase Price or cost exceeds the reasonable value of the Property established by the VA. Buyer shall, however, have the privilege or option of proceeding with the consummation of this Agreement without regard to the amount of reasonable value established by the VA.

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

FEDERAL HOUSING ADMINISTRATION (FHA) AMENDATORY CLAUSE
4155.1 REV-4 (6/92)

It is expressly agreed that notwithstanding any other provisions of this Agreement, Buyer shall NOT be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. Buyer shall have the privilege and option of proceeding with consummation of this Agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the Property. Buyer should satisfy himself/herself that the Purchase Price and condition of the Property are acceptable.

(The dollar amount to be inserted in the amendatory clause is the Purchase Price as stated in this Agreement. If Buyer and Seller agree to adjust the Purchase Price in response to an appraised value that is less than the Purchase Price stated in the Agreement, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the amendment reflect the revised Purchase Price.)

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? _____ year(s)
If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at _____
in the city of _____, County of_____ , State of Nebraska and legally described as:
_____
_____

A smart home device allows homeowners to control appliances, thermostats, lights, and other devices remotely through an internet connection.

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any licensee representing a principal in the transaction, and *should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain*. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any licensee representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any licensee, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the number in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in Section 10.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

SECTION 1 – If there is more than one of any item in this Section, the statement made applies to each and all of such items unless otherwise noted in the Comments section in Section 10 of this disclosure statement, or number separately as provided in the instructions above. **If an item in this Section is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.**

Section 1-Appliances (if included in the sale)	Smart Device	Working	Not Working	Unknown	None / Not Included
1. Refrigerator					
2. Dishwasher					
3. Garbage Disposal					
4. Stand Alone Freezer					
5. Stand Alone Range/Oven					
6. Built-in Range/Oven					
7. Cooktop					
8. Range Ventilation System					
9. Microwave Oven					
10. Gas Grill					
11. Trash Compactor					
12. Built-In vacuum system & equipment					
13. Clothes Washer					
14. Clothes Dryer					

Section 1 Comments: _____
_____
_____

SECTION 2 – If there is more than one of any item in this Section, the statement made applies to each and all of such items unless otherwise noted in the Comments section in SECTION 10 of this disclosure statement, or number separately as provided in the instructions above. If an item in this Section is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section 2-Electrical Systems		**Smart Device**	**Working**	**Not Working**	**Unknown**	**None / Not Included**
1. Electrical service panel capacity _____AMP Capacity (If known) _____Fuse _____Circuit Breakers						
2. Solar Panel(s) _____Year Installed (if known) _____Own _____Leased (Term Remaining_____)						
3. 220 Service	(_____number)					
4. Ceiling fan(s)	(_____number)					
5. Garage Door Opener(s)	(_____number)					
6. Video Camera(s)	(_____number)					
7. Garage Door Remote(s)	(_____number)					
8. Garage Door Keypad	(_____number)					
9. Telephone Wiring and Jacks						
10. Cable TV Wiring and Jacks						
11. Intercom or Sound System Wiring						
12. Built-in Speakers						
13. Fire Alarm						
14. Smoke Detectors	(_____number)					
15. Carbon Monoxide Detectors	(_____number)					
16. Room Ventilation/Exhaust Fan	(_____number)					
17. Whole House Fan	(_____number)					
18. Security System _____Own _____Leased _____Central Station Monitoring						
19. Back up Battery or Generator						
20. Have you experienced any problems with the electrical system or its components? _____Yes _____No. If Yes, explain in the comments below.						
21.a. Electric Vehicle Charger (Check One) ___LEVEL 1 ___LEVEL 2 ___LEVEL 3 b. (Check One) ___PORTABLE ___ATTACHED						

Section 2 Comments: _____
_____
_____

SECTION 3 – If there is more than one of any item in this Section, the statement made applies to each and all of such items unless otherwise noted in the Comments section in Section 10 of this disclosure statement, or number separately as provided in the instructions above. If an item in this Section is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section 3-Heating and Cooling Systems	**Smart Device**	**Working**	**Not Working**	**Unknown**	**None / Not Included**
1. Heating System _____Year Installed (if known) _____Gas _____Electric _____Other (Specify_____)					
2. Heat Pump _____Year Installed (if known)					
3. Geothermal _____Year Installed (if known)					
4. Central Air Conditioner _____Year Installed (if known)					
5. Humidifier or Dehumidifier					
6. Air Purifier					
7. Attic Fan					
8. Room Air Conditioner (_____number)					
9. Fireplace/Fireplace Insert (_____number)					

Section 3-Heating and Cooling Systems – Continued	Smart Device	Working	Not Working	Unknown	None / Not Included
10. Artificial Log Gas Fireplace					
11. Fireplace Gas Starter					
12. Wood Burning Stove _____Year Installed (if known)					
13. Propane Tank _____Year Installed (if known) _____Leased _____Own					

Section 3 Comments: _____

SECTION 4 – Water Systems – If there is more than one of any item in this Section, the statement made applies to each and all of such items unless otherwise noted in the Comments section in Section 10 of this disclosure statement, or number separately as provided in the instructions above. If an item in this Section is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section 4- Water Systems	Smart Device	Working	Not Working	Unknown	None / Not Included
1. Whirlpool/ Jetted Tub _____ year installed (if known)					
2. Hot tub _____ year installed (if known)					
3. Swimming pool _____ year installed (if known)					
4. a. Underground sprinkler system					
b. Back-flow prevention system					
5. Water heater _____ year installed (if known) _____Number					
6. Water purifier _____ year installed (if known)					
7. Water softener _____ Leased _____ Own					
8. Sump Pump-Discharges to _____					
9. Well System					
10. Source of Water Supply-_____Public _____Community _____Private _____Other:_____					
11. Is the Water Supply System Operational and adequate?_____Yes ____No					
12. a. Sewer System-_____Public _____Community _____Private _____Other:_____ b. Is the system operational? _____Yes _____No c. Has the main sewer line from the house ever backed up or exhibited slow drainage? _____Yes _____No (if yes, comment below) d. If yes, has it been repaired? _____Yes _____No Repaired Date _____ e. Has the main sewer line ever been scoped? _____Yes _____No					
13. Septic System-_____Public _____Community _____Private _____Other:_____					

Section 4 Comments: _____

SECTION 5 – Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section 5- Cleaning / Servicing Conditions	Year	Yes	No
1. Professional servicing of air conditioner			
2. Cleaning of fireplace or wood-burning stove, including chimney			
3. Professional servicing of furnace			
4. Professional servicing of septic system			
5. Treatment for wood-destroying insects or rodents			
6. Tested well water			
7. Serviced / treated well water			

Section 5 Comments: _____

Section 6. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section of this disclosure statement.

Section 6 - Structural Conditions	YES	NO	Unknown
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section 6 - Structural Conditions	YES	NO	Unknown
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	------	------	------
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

Section 6 Comments: _____

_____

_____

SECTION 7 – Environmental Conditions – Does the property have any of the following substances:

Section 7 – Environmental Conditions	YES	NO	Unknown
1. Asbestos			
2. Contaminated soil or water			
3. Landfill or buried materials			
4. Lead based paint or soil contamination			
5. Is there a lead service line			
6. Radon Gas- Mitigated _____Yes _____No What year _____ _____Active _____Passive Year Tested _____			
7. Mold - Professionally Mitigated _____Yes _____No What year _____			
8. Underground Fuel, chemical or other type of storage tank			
9. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
10. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Section 7 – Environmental Conditions	N/A	YES	NO	Unknown
11. Has the property ever been used as an illegal drug manufacturing or distribution site. If yes, explain in comments				
Questions 12, 12a, and 12b apply only to properties purchased and renovated with the intent to resell for compensation, commonly known as a "house flip". Such properties are subject to the Environmental Protection Agency's (EPA) Renovation, Repair and Painting (RRP Rule, 40 C.F.R. Part 745)				
12. Is this property an investment property (non-owner-occupied) built prior to 1978? If "No", do not answer questions 12a and 12b.				
12a. Did the seller: (i)purchase this property				
(ii)perform or cause any renovation, repair, or painting work to be performed on it; and				
(iii)intend to resell it for compensation If "Yes", continue to question 12b.				
12b. For all renovation, repair, or painting work performed on this property after the seller acquired it, was required testing and work performed by an EPA Lead-Safe Certified Firm using EPA Certified Renovators as required by the EPA's RRP Rule?				

Section 7 Comments: _____

_____

_____

SECTION 8 - Title Conditions - Do any of the following conditions exist with regard to the real property?

Section 8 - Title Conditions	YES	NO	Unknown
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Is the property located in a historical district?			
6. Any lot-line disputes?			
7. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
8. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
9. Any condominium, homeowners' HOA, or other type of association which has any authority over the real property? Name _____			
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			

Section 8 - Title Conditions	YES	NO	Unknown
11. a. Is there a common wall or walls?			
b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments or assessments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			
19. Any private transfer fee obligation upon sale?			

Section 8 Comments: _____

_____

_____

SECTION 9 – Other Conditions - Do any of the following conditions exist with regard to the real property?

Section 9 - Other Conditions	YES	NO	Unknown
1. Is the property in a flood plain?			
2. Is the property in a flood way?			
3. Are there any flooding, draining, or grading problems in connection to the real property?			
4. Is trash service provided to the property? _____Public _____Private			
5. Is the property connected to a natural gas system?			
6. Has a pet lived on the property? Type(s) _____			
7. Are there any diseased or dead trees, or shrubs on the real property?			

Section 9 - Other Conditions	YES	NO	Unknown
8. a. Have you made any insurance or manufacturer claims with regard to the real property?			
b. Were all repairs related to the above claims completed?			
9. Infestations you are aware of: a. Any termites, wood destroying insects, or other pests on the Property? b. Any damage to the Property by termites, wood destroying insects or other pests? c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? If yes, list company, when and where treated_____			

Section 9 Comments: _____

_____

_____

Section 10 – Comments. Please reference comments on items responded to above in Sections 1 through 9, with Section letter and item number. Note: Use additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

If checked here _____ Section 10 is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages (*including additional comment pages*), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any licensee representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any licensee, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our licensee on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

“Smart Device" Disclosure/Information

The following disclosure/information form is provided to help both sellers and buyers prepare for the transition in ownership of a property with "smart devices" connected to the internet ("connected devices"). Real Estate Licensees are not experts in these technologies and make no representations as to the condition, fitness, or merchantability of any connected devices.

A smart home device allows homeowners to control appliances, thermostats, lights, and other devices remotely through an internet connection.

For the Buyer

Once you have taken possession of your new property, please review the following checklist to help maximize your security and protect your privacy:

- Obtain confirmation from Seller(s) and vendors that Seller(s) no longer have administrative or user access to any connected device that is Included with the sale.
- Submit change of ownership and contact information to device manufacturers and service providers to ensure you receive security updates and manufacturer notifications.
- Update and modify all system passwords and usernames upon taking possession of your new property.
- Review devices' warranty and technical support policies. Consider disabling/ replacing devices no longer supported by the vendor.
- Review the configuration, privacy and data sharing settings for all devices and modify to your preferences.
- Run updates and contact manufacturers to confirm devices are patched with the latest software and firmware.
- Reset access and guest codes for home security systems, gates and garage door openers.
- Reset access codes for all other connected devices.

Buyer Name (Print): _____

Buyer Signature: _____

Buyer Name (Print): _____

Buyer Signature: _____

Date: _____

"Smart Device" Disclosure/Information

Property Address:_____

For the Seller

My property has the following connected devices (check all that apply):

☐ Modems, gateways, hubs, access points	☐ Included with sale	☐ Not included with sale
☐ Connected access for garage, locks, gates	☐ Included with sale	☐ Not included with sale
☐ External keypads for garage, locks, gates	☐ Included with sale	☐ Not included with sale
☐ Thermostats, HVAC, energy systems	☐ Included with sale	☐ Not included with sale
☐ Smart lighting systems	☐ Included with sale	☐ Not included with sale
☐ Home Security System	☐ Included with sale	☐ Not included with sale
☐ Smart refrigerator	☐ Included with sale	☐ Not included with sale
☐ Other:	☐ Included with sale	☐ Not included with sale

_____

_____

_____

No later than closing, please provide Buyer with all system passwords/usernames for all connected devices that are included with sale as well as access and guest codes for home security systems, gates and garage door openers. Or, you may re-set connected devices to factory defaults and provide Buyer with default system passwords/usernames for all connected devices as well as home security systems, gates and garage door openers. Once the sale has closed, ensure that you no longer have administrative or user access to these systems so that you are prevented from continuing to be billed for services.

Seller Name (Print): _____

Seller Signature: _____

Seller Name (Print): _____

Seller Signature: _____

Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

_____

(ii) _____ 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 (initial (i) or (ii) below):

(i) _____ 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:

_____

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

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home**(initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ 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 hazards; or

**Protect Your Family from Lead in Your Home available at https://www.epa.gov/lead/protect-your-family-lead-your-home-english*

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)
(f) _____ Seller's 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.
(g) _____ Purchaser's 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.[1]

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent[1]	Date

Paperwork Reduction Act
This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

[1] Only required if the purchaser's agent receives compensation from the seller.

Borrower Authorization to Request Payoff Quote

The undersigned has engaged CERTIFID, INC. to provide payoff quote services for the referenced account (the "Loan") and hereby authorizes and approves the release of any and all information and the performance of any and all actions requested by CERTIFID, INC. relating to the Loan, including but not limited to providing any outstanding balance, payoff statement, and/or satisfaction/release status.

I/We hereby accept, acknowledge, and authorize the collection of any fees and/or charges necessary to generate, deliver, and expedite the payoff request.

BORROWER

Borrower Name: _____

Borrower SSN: _____

Signature:

_____

Date: _____

BORROWER

Borrower Name: _____

Borrower SSN: _____

Signature:

_____

Date: _____

Loan Details

Lender: _____

Loan Number: _____

Property Address: _____

City / State: _____

Zip Code: _____