

FOR SALE BY OWNER - PURCHASE AGREEMENT
(This is a Legally Binding Contract. If not understood, seek legal advice.)

Date: _____

We, the undersigned _____
(Buyer name(s)) hereby offer to purchase the real property locally known as: _____
_____ (property
address), subject to and together with any reasonable easements, zoning restrictions, restrictive
covenants and mineral reservations of record, if any, and agree as follows:

1. **PURCHASE PRICE:** The purchase price shall be \$ _____ and
the method of payment to Seller(s) shall be as follows: An initial Earnest Money Deposit
in the amount of \$ _____ shall be paid herewith. Said earnest
deposit, upon acceptance of this Agreement, shall be deposited with the Escrow Agent
CLEAR TITLE & ABSTRACT, LLC to be used as the earnest deposit and the balance
of the purchase price as designated below.

Select A, B, C, D or E (**Choose one**)

- A. NEW MORTGAGE:** This agreement is contingent upon the Buyers obtaining a
Conventional, FHA, VA, or other _____ (circle one) Loan. Application to
be made within _____ working days from acceptance of this Agreement at
_____ (Lender). Mortgage not to exceed
\$ _____ (Loan Amount) with note interest at _____%. Buyer
to pay the balance of the purchase price in cash at closing. If Buyer has not obtained a
written commitment on or before _____, the Seller has the right to
declare this offer is null and void.
- B. ASSUMPTION OF MORTGAGE:** Purchaser agrees to assume and pay existing
mortgage balance in favor of _____ (Lender) in the
approximate amount of \$ _____ and pay the balance in cash, or
be certified or cashier's check at the time of delivery of the deed. It is understood that
the present mortgage terms provide for interest at _____% per annum and payments of
\$ _____ per _____. Said payments include
_____. Interest on the existing loan and any mortgage
insurance premium shall be prorated to the date of closing. Purchaser(s) agrees to
assume Seller's escrow subject to Lender's requirements. Seller agrees that the loan will
be current at the time of closing. Purchaser(s) agrees to pay assumption fees, if any. The
mortgage/contract being assumed (does/does not) provide for a variable interest rate.
The mortgage/contract being assumed (does/does not) contain a balloon payment. Date
of balloon, if any: _____. Seller(s) understands that he/she/they are
allowing his/her/their mortgage to be assumed by the above-named Buyer(s), and unless
otherwise specified, the Seller(s) is/are not being released from liability with the existing
mortgage.

C. **SELLER FINANCING:** Buyer(s) will execute a Promissory Note and Deed of Trust. Seller(s) shall be the Beneficiary/Beneficiaries. The Trustee must be a Nebraska Licensed Attorney. Buyer and Seller agree that _____ shall serve as Trustee. Buyer(s) agree to a down payment of \$ _____ and monthly payments of \$ _____ including principal and interest at the rate of _____%, until the unpaid principal balance, together with accrued interest, is paid in full (if balloon payment, see below). Interest shall commence on the date of closing and the first monthly payment shall be due 30 days after the date of closing unless otherwise mutually agreed by the parties. The balance of the down payment is to be paid in cash at the time of closing, with adjustments for closing costs to be added or deducted from this amount.

The Promissory Note and Deed of Trust Shall/ Shall not (select one) have a balloon payment. Date of Balloon, if any _____.

This Promissory Note and Deed of Trust Shall/ Shall not (select one) allow Buyer(s) to prepay all or part of the balance without penalty.

This Promissory Note and Deed of Trust SHALL be due and payable in full upon the sale or assignment by the Buyer(s).

This Deed of Trust Shall/ Shall not (select one) require a monthly payment into an escrow account for taxes, insurance and other related expenses.

D. **CASH:** Buyer(s) shall provide certified funds upon closing.

E. **OTHER FINANCING TERMS:** _____

2. **PERSONAL PROPERTY:** The only Personal Property to be included in this Sale and Purchase is as follows: _____

3. **CONVEYANCE:** Provided that the Seller (whether one or more) has good, valid and marketable title in fee simple, Seller agrees to convey title to the Property to Purchaser or Purchaser's Nominee by Warranty Deed free and clear of all liens and encumbrances or special taxes or assessments, except _____, subject to all building and use restrictions, utility easements and covenants now of record.
4. **ASSESSMENTS:** Seller, whether one or more, agrees to pay any regular or special assessments for paving curb, sidewalk, roads and/or streets, utilities and any other regular or special assessments previously constructed, or ordered and required to be constructed by public authority, but not yet assessed.

5. **CONDITION OF PROPERTY:** The property as of the date of this Agreement including buildings, ground, and all improvements, including but not limited to heating, ventilation, air conditioning, water heater(s), sewer or septic system, plumbing, electrical systems, and any built-in appliances, shall be preserved by the Seller(s) in its present and/or working condition until possession, ordinary wear and tear excepted. The Buyer(s) shall be permitted to make an inspection of the property within _____ hours prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property.

6. **SELLER(S) PROPERTY CONDITION DISCLOSURE STATEMENT:** Purchaser(s) acknowledge receipt of Seller(s) Property Condition Disclosure Statement at the execution of this Agreement as required by Nebraska State Law.

7. **SMOKE DETECTOR:** Sellers have, or agree to install at Seller(s) expense, working residential smoke detectors as required by Nebraska State Law.

8. **POSSESSION AND CLOSING:** Possession is to be given on _____ (date) at _____ : _____ o'clock A.M./P.M. Adjustment of interest, rents, and all charges attributable to the Seller(s) possessions are to be made of like date. Closing date to be _____ (date). If for any reason possession is before or after the day of closing, the parties shall make a separate agreement with adjustments as of the date of possession. **THIS TRANSACTION SHALL CONSIDERED CLOSED UPON FILING OF DOCUMENTS AND RECEIPT OF ALL FUNDS.**

9. **TAXES: SELECT ONE OF THE FOLLOWING.**
 - _____ a. Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing.

 - _____ b. Rural Taxes: All consolidated real estate taxes for the year in which closing takes placed shall be prorated as of the date of closing and such prorated taxes shall be based on the current assessment and tax rate unless such assessment and rates for the current year have been published by the County.

10. **RENTS, DEPOSITS AND LEASES (if rented):** All leases and rents shall be current as of closing. Any tenant deposits and leases shall be assigned to Purchaser(s) at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Purchaser(s) within ten (10) days of the date of execution of this Purchase Agreement.

11. **SANITARY AND IMPROVEMENT DISTRICTS ("S.I.D."):** Purchaser(s) agree and understand that the subject property is located within S.I.D. # _____, and acknowledges receipt of the most recently filed S.I.D. Financial Statement.

12. **ESCROW AND CLOSING COMPANY: FEES:** Seller(s) and Buyer(s) each agree to use **CLEAR TITLE & ABSTRACT, LLC** for as their escrow company and agree to

pay a closing fee of **\$400.00 per side** (\$400.00 for Seller(s) and \$400.00 for Buyer(s)) unless the Buyer(s) are obtaining a VA/FHA loan, then such costs of the closing shall be paid by the Seller(s).

13. **SPECIAL ASSESSMENTS:** The Seller(s) shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens payable with any unused funds returned to the Seller(s). All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to Seller(s) possession shall be paid by Seller(s). If Seller(s) have received notification or have knowledge of any assessments on their property they must have disclosed to the Purchaser(s).
14. **ESCROW CLOSING:** Purchaser(s) and Seller(s) acknowledge and agree that the closing of this transaction may be handled by an Escrow Agent and that the Parties are authorized to transfer the Earnest Money Deposit or any other funds for this transaction to said Escrow Agent, which is Clear Title & Abstract, LLC. After said transfer, Sellers shall have no liability to Purchaser(s) for the accounting for said funds.
15. **STATE DOCUMENTARY TAX:** The State Documentary Tax due at the recording of the Deed to Purchaser(s) shall be paid by Seller(s).
16. **DUTIES OF PARTIES:** Seller(s) and Buyer(s) acknowledge that the Seller(s) of real property has a legal duty to disclose MATERIAL DEFECTS of which the Seller(s) have actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.
17. **INSPECTIONS AS TO CONDITION OF PROPERTY:** Buyer(s) may choose one of the following alternatives relative to the condition and quality of the property:
 - A. Within five (5) working days after the final acceptance date, Buyer(s) may, at their sole expense, have the property inspected by a person(s) of their choice to determine if there are any structural, mechanical, plumbing, electrical or other deficiencies. Within the same period (5 days), the Buyer(s) may notify in writing the Seller(s), or any deficiencies. The Seller(s) shall immediately notify the Buyer(s) in writing what steps the Seller(s) is willing to take to correct any deficiencies before closing. The Buyer(s) shall then immediately, in writing, notify the Seller(s) that (1) such steps are acceptable, in which case the Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to the Buyer(s). In the event that the inspection is not done within the specified time frame, the Buyer(s) acknowledge(s) that they are accepting the property in its existing condition.
 - B. Buyer(s) acknowledge that they have made a satisfactory inspection of the property and are purchasing the property in its existing condition.
18. **NEW CONSTRUCTION:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval plans and specifications by the parties within _____ days of final acceptance of this

agreement, new construction shall have the warranties applied by law, specifically made by suppliers of materials/appliances or specifically tendered by the contractor.

19. **PEST INSPECTION:** Buyer(s), at their expense shall have the property inspected for termites or other wood destroying insects by a licensed inspector prior to closing. If active infestation or damage due to prior infestation is discovered, Seller(s), shall have the option of either have the property treated for infestation by a licensed pest exterminator and having any damage repaired, OR canceling this Agreement. Buyer(s) agree(s) to accept the property after treatment and repairs.

20. **SURVEY:** The Buyer(s) may, prior to closing, have the property surveyed at their expense for purposes of preparing a Survey or a Plot Plan. If the survey, certified by a Registered Land Surveyor, shows an encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as title defect.

Purchaser(s) agree to pay for a _____ Survey _____ Plot Plan.

Purchaser(s) elect to have the Survey or Plot Plan prepared by: _____
_____.

21. **RENTAL PROPERTY:** If subject property is or will be rental property, Purchaser(s) is/are responsible to investigate and understand any housing codes that may apply, including the possibility of rental inspections.

22. **INSURANCE:** Seller(s) shall bear the risk of loss or damage to the property prior to closing. Seller(s) agree to maintain existing insurance and Buyer(s) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the Parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. However, Buyer(s) shall have the right to complete the closing and receive insurance proceeds regardless of the extent of damage.

23. **JOINT TENANCY:** If Sellers title is held in joint tenancy this Agreement shall not sever such joint tenancy. **Therefore all Owners must sign this Agreement.** If Buyer(s) are husband and wife, their interest hereunder shall be held in joint tenancy with rights of survivorship unless otherwise specifically indicated in this Agreement.

24. **TITLE INSURANCE:** BUYER(S) choose to use Clear Title & Abstract, LLC or _____ as their Title Insurance Company. Buyer(s) hereby selects the expanded ALTA Homeowners Policy of Title 10/17/98, if available or _____. The costs of any title insurance policies or endorsements shall be **equally divided** between SELLER(S) and BUYER(S). Title Agent shall furnish a current Title Insurance Commitment to the Parties as soon as practicable. If title defects are found, then Seller must cure such defects within a reasonable time period. If

such defects are not cured within a reasonable time period, Purchaser(s) may rescind this Agreement and the Earnest Money Deposit shall be returned to Purchaser(s).

25. **PROPERTY BUILT PRIOR TO 1978:** _____ **YES** _____ **NO**. If the property is residential property and was built prior to 1978, Federal Law requires the Seller(s) to provide the Purchaser(s) Lead Based Paint Information along with a right held by Purchaser to have the property professionally inspected for lead based paint. If “YES” is checked above, a Lead Based Paint Addendum is attached to this Agreement and must be completed.
26. **REMEDIES OF THE PARTIES:** If the Seller(s) fail to fulfill this Agreement, the Buyer(s) shall have the right to have all payments returned and/or to proceed by any action at law or in equity, and the Seller(s) agree to pay the costs and reasonable attorney fees, and a receiver may be appointed. If the Buyer(s) fail to fulfill this Agreement, Seller(s) may forfeit this agreement, and all payments made herein shall be forfeited to Seller(s), or the Seller(s) may proceed by any action at law or in equity. The Buyer(s) agree to pay costs and reasonable attorney fees, and any other expenses incurred by the Seller(s), and a receiver may be appointed. Seller(s) and Buyer(s) understand that the earnest deposit held in trust can only be released through agreement of both parties, the closing of this transaction, or by court order.
27. **FUNDS:** It is agreed that at the time of closing, funds of the purchase price may be used to apply to the purchase price, to pay taxes or other liens, same to be handled under supervision of the appointed **ESCROW AGENT** and subject to approval of Buyer(s) attorney on title questions needed to produce marketable title.
28. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, timeshall be of the essence. This Agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be constructed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
29. **TERMS:** This agreement includes all of the provisions set forth in this document unless specifically excluded. Other provisions to be provided in the agreement are as follows:

_____.
30. If this offer is not accepted on or before _____ (date) it shall become null and void and all payments shall be repaid to the Buyer(s) without liability on the part of the ESCROW AGENT to either party. **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE.** When accepted, this Agreement shall become a binding contract.

BUYER SIGNATURE

Buyer Printed Name

SOCIAL SECURITY NUMBER

- - - - -

Phone Number

BUYER SIGNATURE

Buyer Printed Name

SOCIAL SECURITY NUMBER

- - - - -

Phone Number

ACCEPTANCE OF BUYER(S)' OFFER:

ACCEPTANCE: We the Seller(s), hereby accept this offer on this _____ day of _____, _____. In the event of a counter offer, Buyer(s) and Seller(s) understand that the Seller(s) has/have the right to accept any other offers that may be presented to them until the counter offer has been accepted by the Buyer(s) and the agreement acknowledged.

SELLER SIGNATURE

SELLER SIGNATURE

Seller Printed Name

Seller Printed Name

SOCIAL SECURITY NUMBER

SOCIAL SECURITY NUMBER

_____-_____-_____

_____-_____-_____

Phone Number

Phone Number

BUYER(S) PLEASE NOTE: Please bring a certified funds or a cashier's check for the balance of your payments. This will permit prompt delivery of the papers. If property is used as your principal residence, check with County Assessor's Office for a Homestead Exemption Application. Please do so approximately 3 weeks after closing. With reference to Paragraph 1-D, Buyer(s) will pay the balance of the purchase price in certified funds or cashier's check at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon Buyer(s) obtaining such funds.

SELLER(S) PLEASE NOTE: Upon termination of Seller(s) insurance at closing, Seller(s) should insure all personal property remaining on the premises should be removed prior to delivering possession.

ADDENDUM TO PURCHASE AGREEMENT

Seller(s): _____

Buyer(s): _____

Address: _____

The following are changes to the original purchase agreement:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

The herein agreement, upon its execution by both parties, is herewith made an integral part of the
aforementioned Agreement of Sale.

Dated _____

Dated _____

Buyer

Seller

Buyer

Seller

REAL ESTATE CERTIFICATION

We, the Buyer(s) and the Seller(s), certify by our signatures below that this Purchase Agreement includes each and all of the terms and conditions of the offer to purchase the subject property and acceptance thereof; that there are no other terms and conditions; and that any prior discussions, terms and conditions if not specifically addressed herein are null and void; and they are unenforceable.

Dated _____

Dated _____

Buyer

Seller

Buyer

Seller

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT 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 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)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead based paint hazards in the

(b) Records and Reports available to the seller (check one below)

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgment (initial)

Purchaser has received copies of all information listed above.

(c) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

(d) Purchaser has (check one below)

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

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

Certificate of Accuracy

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

Seller _____

Buyer _____

Dated _____

Dated _____

Seller _____

Buyer _____

Dated _____

Dated _____

Dated _____

Property located at _____

VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest deposit or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the V.A. The purchaser shall, however have the privilege and option to proceedings with the consummation of this contract without regard to the amount of reasonable value established by the V.A.

Seller _____
Date _____

Buyer _____
Date _____

Seller _____
Date _____

Buyer _____
Date _____

**FEDERAL HOUSING ADMINISTRATION (FHA) AMENDATORY CLAUSE
[4155.2 REV-4 (6/92)]**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchase shall NOT be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser 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 \$_____. The purchaser shall have the privilege and option of proceeding with consummation of the contract 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 not the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable. The dollar amount to be inserted in the amendatory clause is the sales price stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, 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 revised or amended sale contract.

Seller _____
Date _____

Buyer _____
Date _____

Seller _____
Date _____

Buyer _____
Date _____

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATIVE
IMPORTANCE OF HOME INSPECTIONS**

FHA DOES NOT WARRANT THE VALUE OF THE CONDITION OF A HOME! While FHA requires the lender to have an appraiser determine the value of the property, it is an estimate only and is used to determine the amount of the mortgage FHA will insure and if the condition of the property make it eligible for FHA mortgage insurance. It is not, however, a guarantee that the property is free of defects.

As the purchaser, YOU should carefully examine the property or have it inspected by a qualified home inspection company to make sure that the condition is acceptable to you. You should do this before you sign the sales contract or make the contract contingent on the inspection. If repairs are needed, you may negotiate with the owner about having the faults corrected.

There is no requirement that you hire an inspector. If you choose to, the cost of the inspection up to \$200.00 may be included in your mortgage loan. Names of home inspections companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Service." I/We have carefully read this notice and fully understand the FHA will not perform a home inspection nor guarantee the price or condition of the property we are purchasing. I/We have carefully read this notice and fully understand the FHA will not perform a home inspection nor guarantee the price or condition of the property we are purchasing.

Seller _____
Date: _____

Buyer _____
Date: _____

Seller _____
Date: _____

Buyer _____
Date: _____



7701 Pacific Street, Suite 103
Omaha, NE 68114
Phone: (402) 934-6010
Fax: (402) 934-6011

AUTHORIZATION TO OBTAIN LOAN INFORMATION

Property Address: _____

Seller(s) hereby authorize Clear Title & Abstract, LLC and its Escrow Agent to obtain any information relating to their present mortgage or mortgages and any loan information, including existing account, payoff statement, or assumption package from their existing lender.

Name of 1st Existing Lender: _____

Loan #: _____

Address: _____

Phone: _____

Name of 2nd Existing Lender: _____

Loan #: _____

Address: _____

Phone: _____

Date: _____

Seller

Seller



7701 Pacific Street, Suite 103, Omaha, NE 68137
Phone: (402) 934-6010 Fax: (402) 934-6011

CLOSING INFORMATION WORKSHEET

PROPERTY ADDRESS: _____
SALES PRICE: \$ _____ EARNEST DEPOSIT: \$ _____ CLOSING DATE: _____

SELLERS INFORMATION

SELLERS NAME: _____
MARITAL STATUS: _____ Married _____ Single _____ Other _____
PRESENT ADDRESS _____
HOME PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____

FORWARDING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

SS# _____ SS# _____
SELLER #1 SELLER #2

PRESENT MORTGAGE COMPANY: _____
LOAN NUMBER: _____ PHONE NUMBER: _____

2ND MORTGAGE COMPANY: _____
LOAN NUMBER: _____ PHONE NUMBER: _____

BUYERS INFORMATION

BUYER(S) NAME: _____
MARITAL STATUS: _____ Married _____ Single _____ Other _____
PRESENT ADDRESS: _____
HOME PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____
SS# _____ SS# _____
BUYER #1 BUYER #2

LENDER: _____ LOAN OFFICER: _____
LENDER ADDRESS: _____
LENDER PHONE: _____

TERMITE INSPECTION CO: _____ ORDERED: Yes or No
HOME INSPECTION CO: _____ ORDERED: Yes or No
WELL AND SEPTIC CO: _____ ORDERED: Yes or No

STEPS IN SELLING YOUR HOUSE - FOR SALE BY OWNER

1. Bring the completed purchase agreement to Clear Title & Abstract, signed by all parties.
2. We will begin the process with a title search of the property, Seller(s), and Buyer(s).
3. Once the file is searched, copies of the search will go to the Lender (if any) and to the Closing Department for further processing.
4. While the file is with the Closing Department, they will start the process of ordering payoffs and inspections.
5. The Seller(s) will receive a call from the Closing Department to let them know when they can come in and sign the “deed set” to transfer the property to the new Buyer(s).
6. When the lender is ready to close the transaction with the buyer(s), the Closing Department will contact the Buyer(s) and set up a time for closing.
7. At the completion of the Buyer(s) closing transaction, the Seller(s) will be able to stop by and pick up the proceeds check from the sale of the home.

FEES

are customarily split as shown below

SELLER

BUYER

½ fees for title insurance

½ fees for title insurance

Recording fees for payoffs (if any)
- See Recorder's website

Recording Fees
- See Recorder's website

Closing Fee \$400

Closing Fee \$400 w/o Mortgage Loan

Closing Fee \$620 w/ Mortgage Loan

Tax proration – See Purchase Agreement

Termite inspection – See Purchase Agreement

Overnight fee - \$35/payoff (as needed)

Wire fee - \$35.00/wire (as needed)

Transfer stamps – (Paid by Seller unless other terms and conditions are agreed to)
\$2.25/\$1,000 of purchase price rounded up to the near dollar

PLEASE NOTE:

FEES ARE SUBJECT TO CHANGE



**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:

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 agent 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 agent 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 agent, 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 numbered 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 PART III.

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:

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

<u>Section A -Appliances</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-In vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (_____ number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

<u>Section B - Electrical Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Ceiling fan(s) (_____ number)				
3. Garage door opener(s) (_____ number)				
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (_____ number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-In speakers				
10. Smoke detectors (_____ number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials _____/_____
Property Address _____
Buyer's Initials _____/_____

<u>Section C - Heating and Cooling Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

<u>Section D - Water Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
<u>Section E - Sewer Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. 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 in PART III of this disclosure statement.

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
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?			

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
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 B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
6. Toxic materials			
7. Underground fuel, chemical or other type of storage tank?			
8. 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?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Seller's Initials ____/____ **Property Address** _____ **Buyer's Initials** ____/____

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
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. Any lot-line disputes?			
6. 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?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
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?			
11. 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 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?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. 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?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

Seller's Initials ____/____ Property Address _____ Buyer's Initials ____/____

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
Note: Use additional pages if necessary.

If checked here PART III 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 agent 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 agent, 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 agent 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 _____

Laws 1994, LB 642, §1(12); RS 1943, §76-2,120.01(12), R.S. Cum. Supp., 1994. Effective July 16, 1994; laws 2015, LB34, §8(4)(k) & §13, Neb. Rev. Stat. § 76-2,120 (4)(k) and §76-2,120 (13)