

HOW DOES YOUR FORECLOSURE SPECIALIST STOP FORECLOSURE?

Are you behind on your house payments? One of the scariest things in life can be staring into the face of a foreclosure. Many people simply do nothing and hope for a miracle. But you do have options. We've helped countless people around your area stop foreclosure and stay out of trouble with their lenders.

**WE PAY \$500
REFERRAL FEES FOR
ANYONE NEEDING
TO BUY OR SELL
A HOUSE!**



WHAT IS A "SHORT SALE"?

A short sale is when the lender is willing to discount what you owe them in exchange for a total payoff.

THE CLOCK IS TICKING

Once your lender starts foreclosure proceedings, they will demand you pay the full amount of the loan. At this point, even partial payments will not be accepted.

MEET YOUR OWN DESIGNATED FORECLOSURE ANALYST

We can help, even if you owe more on the house than it would sell for. We assign a team to find the right solution for your house.

OUR TEAM GOES TO WORK

Our experts compare the value of your house to the value of your loan, preparing a payoff offer for your lender.

WE SEND THE OFFER TO YOUR LENDER

LENDER'S APPRAISAL

Your lender will usually appraise your house to compare with our offer.

WE NEGOTIATE WITH THE LENDER

Your lender doesn't want to own your house—they just want to pay off the loan. By initiating a short sale, we're able to stop the foreclosure and create the equity needed to purchase the house...all with your lender's approval.

WE MEET YOU AT THE CLOSING TABLE

You will be released from all obligations to your lender—they'll never be able to bother you again. All you bring is your driver's license.

WE SELL YOUR HOUSE

Once we've reached a deal with your lender, we'll start marketing the house for sale.

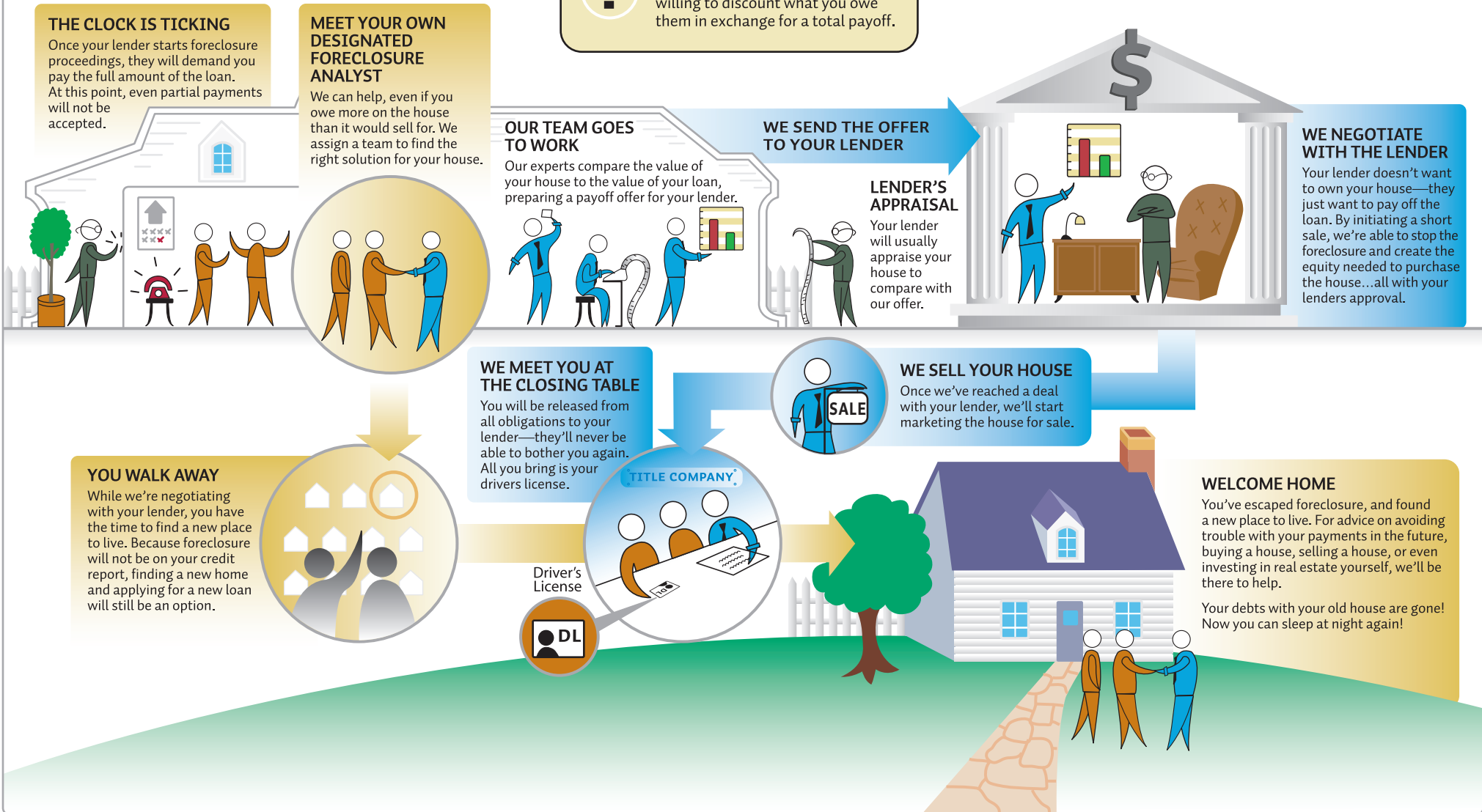
YOU WALK AWAY

While we're negotiating with your lender, you have the time to find a new place to live. Because foreclosure will not be on your credit report, finding a new home and applying for a new loan will still be an option.

WELCOME HOME

You've escaped foreclosure, and found a new place to live. For advice on avoiding trouble with your payments in the future, buying a house, selling a house, or even investing in real estate yourself, we'll be there to help.

Your debts with your old house are gone! Now you can sleep at night again!



AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We hereby fully authorize you to provide _____, its representatives and its associating entities, any and all documents that they request. Such information includes, but is not limited to: any discussion of my loan, loan balance(s), payoff(s), any credit transaction, reinstatement, loan transfer, or loan inquiry.
2. Copy of this authorization form may be accepted as an original. This document may be reproduced to acquire references from more than one source.
3. I/We, also, do hereby release _____, its representatives and its associating entities from any and all liability that may result from the release of this information. I/We further agree to hold harmless _____, its representatives and associating entities from any and all damages for liability therefore which may result from the release of said information.

My Property Address

My Contact Phone Number

My Lender

Lender Contact

My Loan Number

_____/_____
Lender Contact Phone and/or Fax

Primary Borrower (Signature)

(Social Security Number)

(Printed Name)

(Date)

(Signature)

(Social Security Number)

(Printed Name)

(Date)

Attn: Lender - Please FAX or EMAIL to _____ the following information:

Person Assigned:

Direct Fax:

Direct Phone:

Email Address:

1. Short Sale Offer Requirements
2. Verification of Mtg- no history needed
3. REI - Reinstatement Amount
4. UPB - Unpaid Principle Balance
5. Payoff Amount

If you have more than one lender on your property make multiple copies of this form.

For faster service, you may fax or e-mail
the signed document to

24 hours a day, 7 days a week

Fax to:

OR

Scan & E-mail to:

BILL OF SALE - PERSONAL PROPERTY

For the sum of \$ _____ (_____) Dollar(s)

SELLER, _____ has bargained, sold, and transferred, to _____, TRUSTEE, the following items, considered personal property:

The above items were owned by SELLER and will become the possessions of TRUSTEE as of today's date. These items are in 'as-is' condition and no claims as to their usefulness are offered or expected.

Print Name

Signature

Print Name

Signature

TRUSTEE

Date of Sale

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

SALE CONTRACT DATED: _____

PROPERTY: _____

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 (check one below):

- Seller certifies that this home was built in 1978 or later
- Seller certifies that this home was built before 1978, but Seller has on knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards are present in the house (explain):

(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 hazards in the housing (list documents below):

Purchaser's Acknowledgement (initial appropriate blanks)

_____ Buyer has received copies of all information listed above

_____ Buyer has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards

I have reviewed the information above, and certify, to the best of my knowledge, that the information I have provided is true and accurate.

Seller: _____ Date: _____ Buyer: _____ Date: _____

Seller: _____ Date: _____ Buyer: _____ Date: _____

This document has legal consequences. If you do not understand it, consult your attorney.

DISCLOSURE /ACKNOWLEDGEMENTS

Regarding Real Estate Transaction

This document serves as an explanation and disclosure regarding The Property located at _____
_____ and concerning its transfer and conveyance from
_____ (Seller) to _____ (Buyer) on
this date named below.

I have been made aware of, understand and agree to the following statements of fact and terms. This document in no way suggests or states that we have completed or promise to complete this transaction or close on the above property before the auction.

- 1) OWNERSHIP OF THE PROPERTY: I am the owner of The Property (or I have an equitable interest in The Property) and am able to contract for its sale and do so freely.
- 2) IN MY BEST INTEREST: I am satisfied with The Agreement and have agreed to sell The Property because it is in my best interest to do so. I realize that I can no longer make the payments on the house and that the Buyer may be accepting the house "subject to" the existing financing. The existing mortgage may stay in owners name until it is paid off or assumed by a future known or unknown purchaser. Furthermore, I realize that the loan may possibly contain a "due on sale" clause and I may be responsible for satisfying the existing principal balance on the note at any time should I sell the house subject to the current loan. Any or all of this agreement may be assigned to another party and may record the conveyance documents him/herself.
- 3) FULLY INFORMED AND NOT CONFUSED: I have signed The Agreement being fully informed and with sufficient understanding of all terms and conditions contained therein. I am not confused about any aspect of The Agreement.
- 4) SATISFIED WITH THE SALES PRICE: I understand I may be selling The Property for less than market value and that the buyer could make a substantial profit, but have chosen to do so because circumstances dictate that an immediate sale, even at a discounted price, is in my best interest. I am satisfied with the sales price I have negotiated. I understand Buyer has negotiated on his own behalf and likewise, I have negotiated on mine. I acknowledge The Agreement has been negotiated fairly and Buyer has not taken advantage of me or my current situation.
- 5) SALE IS FINAL: I understand by signing The Agreement, I have agreed to sell The Property to Buyer and am now bound by the terms and conditions described in The Agreement. I further understand that I cannot change my mind or cancel the contract at some later date, nor can I continue to market The Property to any other buyer.
- 6) NOT A LOAN: I understand The Agreement I have signed is for the outright sale of The Property and is not intended to be a loan of any kind.
- 7) That the mortgage will stay in owners name until it is paid off or assumed by a future known or unknown purchaser.
- 8) That the party named above accepting conveyance has no intentions of assuming said loan and that no promises have been made to owner stating that the loan will be paid off or otherwise assumed or that payments will be made in a timely manner. The party accepting this conveyance has made no promises to pay any back payments, nor guaranteed to remove this property from the perils of foreclosure.

Seller's Initials _____/_____

DISCLOSURE /ACKNOWLEDGEMENTS

Regarding Real Estate Transaction

- 9) That if the party accepting conveyance is unable to sell the property in a timely fashion, owner understands that any other amounts in arrears may not be paid further to bring the note current and it may yet go into foreclosure.
- 10) That the owner holds the party accepting the conveyance and/or their heirs, assigns, or corporation and trustees or any future acceptor of this conveyance, harmless and blameless from any debt, action, suit, payment or any liability whatsoever that may be associated in any way with this agreement or of notes, deeds of trust or other liens on this property.
- 11) Seller agrees to vacate the property within 1 day of closing. In the event seller does not vacate the property by the above closing date, seller waives the right to any proceeds from the sale of the property. Seller will then be considered a tenant in sufferance giving buyer full rights to evict.
- 12) Property is to be left in neat and clean condition – defined as all debris to be removed from the interior and exterior of the property. In the event that The Property is not left in neat and clean condition, Buyer will have the clean up completed at Sellers expense.
- 13) The purchase of your property may be made possible because your lender/lenders may be willing to accept less than what was owed as a payoff. In some cases (not usually) the lender with whom we negotiate with may require you as the original mortgagor to pay the difference between the original balance owed and the amount of this sale. (Otherwise owed as a deficiency.) In the event this short sale is successful and there is a deficiency judgment, the discount received may become a taxable event to the seller. This may or may not be disclosed or carried out by your lender. We are not disclosing that your lender will require you to pay a deficiency balance, as we do not know. You must contact your lender directly to determine whether a deficiency balance will be required on the remaining unpaid balance.
- 14) If negotiations are successful and we cannot close and consequently the property goes to sale, the Seller(s) agrees to hold harmless and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other person(s), corporations, firms, associations or partnerships of and for any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensations whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen.
- 15) If the Lender refuses to honor the approved discount(s) and closing the purchase is not possible, the property could still go to foreclosure. If this occurs the Seller agrees to hold harmless the Buyer, Trustee, or agents.
- 16) The Buyer is a private investor and may also be a licensed real estate agent/broker intending to purchase the property at a discount and sell it for profit. The Seller authorizes the Buyer to immediately market and resell said property through contractual interest or as principle owner and holder of the deed and is not acting in a Real Estate Broker capacity. It is not the intention of the Buyer to defraud, but rather to provide the Seller a more positive outcome than a foreclosure.
- 17) The Seller acknowledges that without the Buyers intervention, the property would be lost at the foreclosure sale. In no way has the Buyer made any shallow promises or guarantees.
- 18) NO PRECLUDING AILMENTS: I have no physical, mental or emotional ailments that preclude me from signing The Agreement.

Seller's Initials _____/_____

DISCLOSURE /ACKNOWLEDGEMENTS

Regarding Real Estate Transaction

- 19) NOT UNDER THE INFLUENCE: I am not now under the influence of alcohol or any other mind-altering substance, nor am I taking medication that would cloud my judgment or make me unable to think clearly.
- 20) NO OTHER PROMISES: I have not been promised anything other than what is described in The Agreement. There are not any unresolved issues, no side agreements, nor are there other terms not disclosed in The Agreement. I am not under duress and have signed The Agreement of my own free will, without any undue financial pressure. Buyer has in no way pressured me into signing The Agreement.
- 21) LEGAL COUNSEL ADVISED: I acknowledge Buyer has advised me to seek independent legal counsel to review any and all legal or financial documents.
- 22) In the even Buyer is forced to institute legal action to enforce this agreement, Seller will be held responsible for and hereby agrees to pay all legal fees and costs of said action.

TYPES OF FORECLOSURE

Non-Judicial - Non Judicial is used when the loan documents have the power of sale clause

Judicial - Most commonly used when foreclosing on a loan document without the power of sale clause

UNDER THESE DISCLOSURES THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. THIS DOCUMENT IS INTENDED TO BE LEGALLY BINDING.

Signed, sealed, and delivered on this _____ day of _____, 20_____, we the owners have set our name and seal.

Seller Signature

Seller Signature

Print Name

Print Name

Social Security Number

Social Security Number

Buyer

STATE OF:

COUNTY OF:

On the _____ day of _____, 20_____,
before me personally appeared _____ to me known
to be the person(s) named herein and who executed the foregoing release and will acknowledge to me
that they have read the foregoing release and understands the contents thereof and that they voluntarily
executed the same.

My term expires: _____

Notary Public

LETTER TO MORTGAGE / INSURANCE COMPANY

Mortgage Company

Mortgage Loan Number

Insurance Company

Insurance Policy Number

Property Address

City, State, Zip

To Whom It May Concern:

Please be advised that I have obtained a Trustee to collect the rents and make the loan payments on the above referenced property. The Company information is as follows:

Trustee _____

Address _____

Mortgage Company:

Beginning with the payment due on _____, 20_____, your check for my loan payment will come directly from them. Please send all future statements or notices regarding changes in on the account, as well as any refunds for changes in the escrow balance to them.

Insurance Company:

Please add _____ (Trust name), _____, (Trustee) as an additional insured and loss payee to the policy that I currently have with your company and send any and all outstanding balances to the above named Mortgage Company to applied toward the principle balance only. This property is to be converted to a landlord/renters policy with a \$1,000.00 deductible effective _____, 20_____. Please also send all future correspondence to them at the address named above, along with any unearned insurance premium refunds and/or bills, as they will be managing the property for me.

I/We also give Him/Her full permission to make any changes without any further notice to said account in my/our absence.

Thank you in advance,

Signature

Date 20_____

Print Name

Social Security Number / Date of Birth

Signature

Date 20_____

Print Name

Social Security Number / Date of Birth

STANDARD REAL ESTATE PURCHASE & SALE AGREEMENT

Note: This form does not have many clauses protecting Buyers included in the Residential Sales Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, and other inspections.

DATE: _____

1. PARTIES AND PROPERTY. _____, Buyer, and or assigns, agrees to purchase from the undersigned Seller, the following real property located in the county of _____ in the state of _____ (legal description on Seller's title to govern) being all the real property Seller owns at said address:

2. INCLUSIONS AND EXCLUSIONS. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures, and equipment (which Seller guarantees to own free and clear) including: (Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to any questions).

The following items are also included in the sale: _____

The following items are excluded from the sale: _____

3. PURCHASE PRICE.

\$ _____ Total purchase/sale price to be paid as follows:

\$ _____ Earnest money received for delivery to/deposit by _____ escrow agent.
Selling broker to be escrow agent if none specified above.

\$ _____ Additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or: _____

The balance, including adjustments set forth in Paragraphs 4 or 7, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at closing, by cashier's check, wire transfer, or any form acceptable to closing agent.

4. METHOD OF FINANCING.

Conventional. Buyer agrees to apply for loan within _____ days after "Acceptance Deadline" date and to do all things necessary, including, but not limited to, the execution of loan applications and other instruments, the payment to the lender of the credit report, appraisal, and any other required fees, and cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not apply within that time for the loan described below, Buyer waives this financing contingency. If Buyer fails to obtain a written commitment for the loan, or to waive this contingency in writing by 5:00 p.m. on _____ (or any written extension of the deadline), this contract is terminated and earnest deposit will be returned to Buyer, subject to paragraph 12, less any expenses incurred by or in behalf of Buyer. Any loan commitment contingent upon lender's receipt of an acceptable appraisal, investor approval, Private Mortgage Insurance approval, or requiring any of Buyer's debts to be paid or property to be sold and/or closed shall *not* be considered a commitment hereunder. If commitment is not obtained or waived in writing by the loan commitment deadline, Buyer expressly waives any right to close the sale and acknowledges Seller's right to sell this property to another party.

TERMS:

- Assumption by Buyer of Existing Note and Deed of Trust. Buyer will assume and agree to pay the note(s) and deed(s) of trust which is now a lien against the property. Approximate present balance of note(s): \$_____.
- Seller to Take Back Note and Deed of Trust. Seller will furnish part of the purchase price by taking back a note and deed of trust on the property, to be signed by Buyer at closing. Amount of note: \$_____.
- Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

5. CLOSING AND POSSESSION. The "Closing" is the exchange of the deed for the purchase price. The closing of this sale shall take place on _____, or on any other date that all parties agree, at the office of _____. (Note: If possession is on a day other than day of closing, parties should complete an appropriate rider to this contract.) Broker is not responsible for delivery of keys and it is recommended that Buyer change locks following possession. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant as of time of possession and delivered to Buyer in its present condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted. Buyer and Seller authorize Title Company and/or closing agent to release to broker(s) signed copies of the closing statements.

6. TITLE AND SURVEY. Seller shall transfer title to Buyer by general warranty deed to Trustee (or fiduciary deed, where applicable), subject to the following: (a) Zoning regulations; (b) Leases and occupancy of tenants existing on the date contract is executed by Buyer; and disclosed to Buyer in writing before execution of contract by Buyer; (c) General taxes payable in the current year and thereafter; (d) Any lien of encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; (e) Subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check box (below) whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order and Purchase Title".

- Seller to Order, Provide and Purchase Title. Not later than ____ days (5 if none stated) after the "Acceptance Deadline Date", Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker.

Seller shall pay for the title insurance, at closing, at a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

- Buyer to Order and Purchase Title. Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5. (Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and if necessary, object to defects that may be discovered.)

Buyer will close at Title Company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice.

Do not write above this line - Recording information only

| | | | |
|---|-------------|--------------|------------|
| This document prepared by: _____ SELLER | | | |
| Mail after recording to: _____, TRUSTEE | | | |
| ADDRESS: _____ | CITY: _____ | STATE: _____ | ZIP: _____ |

Warranty Deed to Trustee

On this date _____ 20____, **The Grantor(s)** _____ SELLER(S), of the County of _____ and the State of _____ for and in consideration of \$10.00, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants:

Unto Grantee(s) Trustee Name: _____, **Trustee** as Trustee and not personally under the provisions of a trust agreement dated _____ 20____, known as _____ Trust, State of _____ to wit:

Property Legal Description:

Commonly known as: _____ as per plat thereof recorded in the Office of the Recorder of _____ County/City, State of _____.

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

To Have and to Hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract

State of Missouri
County of

I Hereby Certify that on this day, before me, an officer duly authorized in the State of _____, to take acknowledgments, personally appeared _____ and _____ to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he/she/they) executed the same.

My Commission Expires

Notary Signature

My County of Residence

Printed Notary

ACCEPTANCE BY TRUSTEE:

Trust Name

Trustee Signature

Date

Trustee Printed Name

I Hereby Certify that on this day, before me, an officer duly authorized in the State of _____, to take acknowledgments, personally appeared _____ to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he/she/they) executed the same.

My Commission Expires

Notary Signature

My County of Residence

Printed Notary

AGREEMENT AND DECLARATION OF TRUST

NOT TO BE RECORDED IN THE RECORDS OF ANY COUNTY

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into this _____ day of _____, 200____ by and between, _____, (marital status) _____ as **Grantors and Beneficiaries**, (hereinafter referred to as the "Beneficiaries", whether one or more, which designation shall include all successors in interest of any Beneficiary), and _____, **TRUSTEE**, of the _____ Land Trust, whose address is _____, (hereinafter referred to as the "Trustee", which designation shall include all successor trustees). **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Trust Property.** The Beneficiaries are about to convey or cause to be conveyed to the Trustee by deed, the property described in the attached Exhibit "A", which said property shall be held by the Trustee, in trust, for the following uses and purposes, under the terms of this Agreement and shall be hereinafter referred to as the "Trust Property".
2. **Consideration.** No consideration was paid by Trustee for such conveyance. The conveyance will be accepted and will be held by Trustee subject to all existing encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same are of record or otherwise. The property will be held on the trusts, terms and conditions and for the purposes hereinafter set forth, until the whole of the trust estate is conveyed, free of this trust, as hereinafter provided.
3. **Beneficiaries.** The persons named in the attached Exhibit "B" are the Beneficiaries of this Trust, and as such, shall be entitled to all of the earnings, avails and proceeds of the Trust Property according to their interests set opposite their respective names.
4. **Interests.** The interests of the Beneficiaries shall consist solely of the following rights respecting the Trust Property:
 - a. The right to direct the Trustee to convey or otherwise deal with the title to the Trust Property as hereinafter set out.
 - b. The right to manage and control the Trust Property.
 - c. The right to receive the proceeds and avails from the rental, sale, mortgage, or other disposition of the Trust Property.

The foregoing rights shall be deemed to be personal property and may be assigned and otherwise transferred as such. No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of that real estate, but shall have only the rights, as personally, set out above, and the death of a Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

5. **Powers of Trustee.**
 - a. With the consent of the Beneficiary, the Trustee shall have authority to issue notes or bonds and to secure the payment of the same by mortgaging the whole or any part of the Trust Property; to borrow money, giving notes therefore signed by him in his capacity as Trustee; to invest such part of the capital and the profits there from and the proceeds of the sale of bonds and notes in such real estate, equities in real estate, and mortgages in real estate in the United States of America, as he may deem advisable.
 - b. With the consent of the Beneficiary, the Trustee shall have the authority to hold the legal title to all of the Trust Property, and shall have the exclusive management and control of the property as if he were the absolute owner thereof, and the Trustee is hereby given full power to do all things and perform all acts which in his judgment are necessary and proper for the protection of the Trust Property and for the interest of the Beneficiaries in the property of the Trust, subject to the restrictions, terms, and conditions herein set forth.
 - c. Without prejudice to the general powers conferred on the Trustee hereunder, it is hereby declared that the Trustee shall have the following powers, with the consent of the Beneficiaries:

AGREEMENT AND DECLARATION OF TRUST

- (1) To purchase any real property for the Trust at such times and on such terms as may seem advisable; to assume mortgages upon the property.
- (2) To sell at public auction or private sale, to barter, to exchange, or to dispose of otherwise, any part, or the whole of the Trust Property which may, from time to time form part of the Trust estate, subject to such restrictions and for such consideration for cash and for credit, and generally upon such terms and conditions as may seem judicious, to secure payment upon any loan or loans of the Trust, by mortgage with or without power of sale, and to include such provisions, terms, and conditions as may seem desirable.
- (3) To rent or lease the whole or any part of the Trust Property for long or short terms, but not for terms exceeding the term of the Trust then remaining.
- (4) To repair, alter, tear down, add to, or erect any building or buildings upon land belonging to the Trust; to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; to carry on, operate, or manage any building, apartment house, or hotel belonging to the Trust.
- (5) To make, execute, acknowledge, and deliver all deeds, releases, mortgages, leases, contracts, agreements, instruments, and other obligations of whatsoever nature relating to the Trust Property, and generally to have full power to do all things and perform all acts necessary to make the instruments proper and legal.
- (6) To collect notes, obligations, dividends, and all other payments that may be due and payable to the Trust; to deposit the proceeds thereof, as well as any other moneys from whatsoever source they may be derived, in any suitable bank or depository, and to draw the same from time to time for the purposes herein provided.
- (7) To pay all lawful taxes and assessments and the necessary expenses of the Trust; to employ such officers, brokers, engineers, architects, carpenters, contractors, agents, counsel, and such other persons as may seem expedient, to designate their duties and fix their compensation; to fix a reasonable compensation for their own services to the Trust, as organizers thereof.
- (8) To represent the Trust and the Beneficiaries in all suits and legal proceedings relating to the Trust Property in any court of law of equity, or before any other bodies or tribunals; to begin suits and to prosecute them to final judgment or decree; to compromise claims or suits, and to submit the same to arbitration when, in his judgment, such course is necessary or proper.
- (9) To arrange and pay for and keep in force in the name and for the benefit of the Trustee, such insurance as the Trustee may deem advisable, in such companies, in such amounts, and against such risks as determined necessary by the Trustee.

6. **Duties of Trustee.** It shall be the duty of the Trustee in addition to the other duties herein imposed upon him:

- a. To keep a careful and complete record of all the beneficial interests in the Trust Property with the name and residence of the person or persons owning such beneficial interest, and such other items as he may deem of importance or as may be required by the Beneficiaries.
- b. To keep careful and accurate books showing the receipts and disbursements of the Trust and also of the Trust Property, and such other items as he may deem of importance or as the Beneficiaries hereunder may require.
- c. To keep books of the Trust open to the inspection of the Beneficiaries at such reasonable times at the main office of the Trust as they may appoint.
- d. To furnish the Beneficiaries at special meetings at which the same shall be requested a careful, accurate, written report of his transactions as Trustee hereunder, of the financial standing of the Trust, and of such other information concerning the affairs of the Trust as they shall request.
- e. To sell the Trust Property and distribute the proceeds there from:
 - (1) If any property shall remain in trust under this Agreement for a term which exceeds that allowed under applicable state law, the Trustee forthwith shall sell same at public sale after a reasonable public advertisement and reasonable notice to the Beneficiaries and, after deducting his reasonable fees and expenses, he shall divide the proceeds of the sale among the Beneficiaries as their interests may then appear, without any direction or consent whatsoever, or
 - (2) To transfer, set over, convey and deliver to all the then Beneficiaries of this Trust their respective undivided interests in any non-divisible assets, or
 - (3) To transfer, set over and deliver all of the assets of the Trust to its Beneficiaries, in their respective proportionate shares, at any time when the assets of the Trust consist solely of cash.

AGREEMENT AND DECLARATION OF TRUST

7. **Compensation of Trustee.** The Beneficiaries jointly and severally agree that the Trustee shall receive the sum of **\$1.00** per month for his services as Trustee hereunder.
8. **Liability of Trustee.** The Trustee and his successor as Trustee shall not be required to give a bond, and each Trustee shall be liable only for his own acts and then only as a result of his own gross negligence or bad faith.
9. **Removal of Trustee.** The Beneficiaries shall have the power to remove a Trustee from his office or appoint a successor to succeed him.
10. **Resignation and Successor.**
 - a. Any Trustee may resign his office with thirty (30) days written notice to Beneficiaries and Beneficiaries shall proceed to elect a new Trustee to take the place of the Trustee who had resigned, but the resignation shall not take effect until a certificate thereof, signed, sealed, and acknowledged by the Trustee, and a certificate of the election of the new Trustee, signed and sworn to by the Beneficiaries and containing an acceptance of the office, signed and acknowledged by the new Trustee, shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Beneficiaries shall fail to elect a new Trustee within thirty (30) days after the resignation, then the Trustee may petition any appropriate court in this state to accept his resignation and appoint a new Trustee.
 - b. Any vacancy in the office of Trustee, whether arising from death or from any other cause not herein provided for, shall be filled within thirty (30) days from the date of the vacancy and the Beneficiaries shall proceed to elect a new Trustee to fill the vacancy, and immediately thereafter shall cause to be prepared a certificate of the election containing an acceptance of the office, signed, sealed, and acknowledged by the new Trustee, which shall be in a form acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated.
 - c. Whenever a new Trustee shall have been elected or appointed to the office of Trustee and shall have assumed the duties of office, he shall succeed to the title of all the properties of the Trust and shall have all the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this agreement, and every Trustee shall have the same powers, rights, and interests regarding the Trust Property, and shall be subject to the same restrictions and duties as the original Trustee, except as the same shall have been modified by amendment, as herein provided for.
 - d. Notwithstanding any such resignation, the Trustee shall continue to have a lien on the Trust Property for all costs, expenses and attorney's fees incurred and for said Trustee's reasonable compensation.
11. **Objects and Purposes of Trust.** The objects and purposes of this Trust shall be to hold title to the Trust Property and to protect and conserve it until its sale or other disposition or liquidation. The Trustee shall not undertake any activity not strictly necessary to the attainment of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.
12. **Exculpation.** The Trustee shall have no power to bind the Beneficiaries personally and, in every written contract he may enter into, reference shall be made to this declaration; and any person or corporation contracting with the Trustee, as well as any beneficiary, shall look to the funds and the Trust Property for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason or failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor the Beneficiaries shall be liable personally therefore.
13. **Dealings with Trustee.** No party dealing with the Trustee in relation to the Trust Property in any manner whatsoever, and, without limiting the foregoing, no party to whom the property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced

AGREEMENT AND DECLARATION OF TRUST

on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Trust Property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust that at the time of its delivery the Trust created under this Agreement was in full force and effect; and that instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon all Beneficiaries under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; if a conveyance has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in Trust.

14. **Recording of Agreement.** This Agreement shall not be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.
15. **Name of Trustee.** The name of the Trustee shall not be used by the Beneficiaries in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.
16. **Income Tax Returns.** The Trustee shall be obligated to file any income tax returns with respect to the Trust, as required by law, and the Beneficiaries individually shall report and pay their share of income taxes on the earnings and avails of the Trust Property or growing out of their interest under this Trust.
17. **Assignment.** The interest of a Beneficiary, or any part of that interest, may be transferred only by a written assignment, executed in duplicate and delivered to the Trustee. The Trustee shall note its acceptance on the original and duplicate original of the assignment, retaining the original and delivering the duplicate original to the assignee as and for his or her evidence of ownership of a beneficial interest under this Agreement. No assignment of any interest under this Agreement, other than by operation of law, that is not so executed, delivered and accepted shall be valid without the written approval of all of the other Beneficiaries who possess the power of direction. No person who is vested with the power of direction, but who is not a Beneficiary under this Agreement, shall assign that power without the written consent of all the Beneficiaries.
18. **Individual Liability of Trustee.** The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make himself individually liable to pay or incur the payment of any damages, attorney's fees, fines, and penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.
19. **Reimbursement and Indemnification of Trustee.** If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to Trust Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiaries, jointly and severally agree that on demand they will pay to the Trustee, with interest at the rate of **6.50%** per annum, all such payments made or liabilities incurred by the Trustee, together with his expenses, including reasonable attorney's fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by him for any reason whatsoever as a result of this Agreement; and all amounts so paid by the Trustee, as well as his compensation under this Agreement, shall constitute a lien on the Trust Property. The Trustee shall not be required to convey or otherwise deal with the Trust property as long as any money is due to the Trustee under this Agreement; nor shall the Trustee be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust or any property or interest under this Agreement unless he shall be furnished with sufficient funds or be indemnified to his satisfaction.

AGREEMENT AND DECLARATION OF TRUST

- 20. **Entire Agreement.** This Agreement contains the entire understanding between the parties and may be amended, revoked, or terminated only by written agreement signed by the Trustee and all of the Beneficiaries.
- 21. **Governing Law.** This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
- 22. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.
- 23. **Trustee's Liability to Beneficiaries.** The Trustee shall be liable to the Beneficiaries for the value of their respective beneficial interests only to the extent of the property held in Trust by him hereunder and the Beneficiaries shall enforce such liability only against the Trust Property and not against the Trustee personally.
- 24. **Annual Statements.** There shall be no annual meeting of the Beneficiaries, but the Trustee shall prepare an annual report of their receipts and disbursements for the fiscal year preceding, which fiscal year shall coincide with the calendar year, and a copy of the report shall be sent by mail to the Beneficiaries not later than February 28 of each year.
- 25. **Termination.** This trust may be terminated at any time by the Beneficiaries and with thirty (30) days written notice of termination delivered to the Trustee, the Trustee shall execute any and all documents necessary to vest fee simple marketable title to any and all Trust Property in Beneficiaries.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Witness:

Beneficiaries:

| | |
|-------|---------------|
| _____ | Signed _____ |
| _____ | Printed _____ |
| _____ | Signed _____ |
| _____ | Printed _____ |

Trustee:

AGREEMENT AND DECLARATION OF TRUST

EXHIBIT "A"

(Legal Description of Property)

AGREEMENT AND DECLARATION OF TRUST

EXHIBIT "B"

(Address of Property)

AGREEMENT AND DECLARATION OF TRUST

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, **TRUSTEE** to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this ____ day of _____, 20____.

(SEAL)
Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared SELLER(s) _____
(marital status) _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this ____ day of _____, 20____.

(SEAL)
Notary Public

My Commission Expires: _____

ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST

The undersigned, for value received, hereby assigns to _____
all of their right, title and interest in and to the beneficial interest in a certain Land Trust created by a
Agreement and Declaration of Trust dated _____ and known as
the _____ Land Trust. We hereby affirm that our
beneficial interest assigned herein is ONE HUNDRED PERCENT (100%) of the total beneficial interest
in the aforesaid Land Trust.

Witness

Beneficiaries

Signature _____
Printed _____
Signature _____
Printed _____

Signed, sealed and delivered in the presence of:

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ to me well
known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that he executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal in the State and County aforesaid, this _____ day of
_____ 20____.

Notary Public

My Commission expires

ACCEPTANCE BY TRUSTEE

Acceptance by aforementioned Trustee of this Assignment of Beneficial Interest in Land Trust by the
beneficial share holder(s):

Date

Trustee

THIS DOCUMENT SHALL NOT BE RECORDED IN PUBLIC RECORDS OF ANY COUNTY

LIMITED POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that We _____ have made, constituted and appointed and by these premises make, constitute and appoint _____ our true and lawful attorney-in-fact, for us and in our name, place and stead and on our behalf, to do and perform for us THE FOLLOWING ACTS:

(1) To contract and sell and borrow against the property listed below at such times and in such manner and upon such financial terms as to him/her may seem proper, as well as the specific power to execute all Deeds, Notes, Deeds of Trust, Insurance, Mortgage Payments, Settlement Statements or such documents in connection therewith as may be required to effect or assist the transaction and closing of said loans, sale or sales.

Property Address

Legal Description

We hereby ratify and confirm all that the said _____ as our attorney-in-fact, shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney is a durable Power of Attorney and shall continue even in the event of incapacity of any principal.

IN WITNESS WHEREOF, We have executed the foregoing Power of Attorney this ____ day of _____, 20__.

Print Name _____ **Signature** _____(Seal)

Print Name _____ **Signature** _____(Seal)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public, in and for said County and State, do hereby certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal, this the ____ day of _____, 20__.

My Commission Expires: _____

NOTARY PUBLIC: _____(Seal)

MEMORANDUM OF AGREEMENT

Be the world hereby apprised that I, _____ (Obligor), have entered into an agreement with _____ (Obligee), wherein the Obligor has agreed to sell the below described property to the Obligee:

Anyone dealing in and with the subject property should contact Obligee at:

regarding the terms of this purchase agreement and the parties' respective rights there under, IN WITNESS WHEREOF, the parties have signed this agreement.

Date

Obligor

Date

Obligor

FINANCIAL STATEMENT

| | | | |
|--------------------------------|------------------------|-------------------|-----------------------|
| Borrower Name | Social Security Number | Home Phone () | Business Phone () |
| Co-Borrower | Social Security Number | Home Phone () | Business Phone () |
| Property Address (Street) | City | State | Zip |
| Mailing, if different (Street) | City | State | Zip |

Employment & Monthly Income Data

| Employer | Description | Borrower | Co-Borrower | Total |
|--------------------------|---|----------|-------------|-------|
| Company: | Net Salary/Wages | \$ | \$ | \$ |
| Position: How Long? | Alimony/Child Support | \$ | \$ | \$ |
| Phone: | Rental Income | \$ | \$ | \$ |
| Company: | | \$ | \$ | \$ |
| Position: How Long? | | \$ | \$ | \$ |
| Phone: | Total Net Income | \$ | \$ | \$ |
| # of Dependents: | If Self Employed, submit schedule of expenses | | | |

Expenses & Debt

| Description | Monthly Expenses | Total Owed |
|-----------------------------|------------------|------------|
| 1st Mortgage | \$ | \$ |
| 2nd Mortgage or Rent Paid | \$ | \$ |
| Property Taxes | \$ | |
| Homeowners Insurance | \$ | |
| HOA/PUD/Spec Assessmt | \$ | |
| Auto Loan | \$ | \$ |
| Auto Loan | \$ | \$ |
| Major Credit Cards | \$ | \$ |
| Retail Credit Cards | \$ | \$ |
| Income Tax Repymt Plans | \$ | \$ |
| Signature/Installment Loan | \$ | \$ |
| Student Loan(s) | \$ | \$ |
| School | \$ | \$ |
| Child Support/Alimony | \$ | \$ |
| Church/Charity | \$ | |
| Auto Insurance | \$ | |
| Auto Fuel (Gas) | \$ | |
| Auto Maintenance | \$ | |
| Food / Groceries | \$ | |
| Electricity | \$ | |
| Heating | \$ | |
| Water/Sewer | \$ | |
| Health Insurance | \$ | |
| Doctor/Dentist/Prescription | \$ | |
| | \$ | \$ |
| | \$ | \$ |
| Total Monthly Expenses | \$ | |
| Total Debts | | \$ |

Assets

| Description | Value or Balance | Amt Owed | Net Value |
|--------------------------|------------------|----------|-----------|
| Home | \$ | \$ | \$ |
| Other Real Estate | \$ | \$ | \$ |
| Cash | \$ | | |
| Checking Accts | \$ | | |
| Savings/Money Mkt Accts | \$ | | |
| IRA/401K | \$ | \$ | \$ |
| Stocks/Bonds/CDs/Other | \$ | \$ | \$ |
| Auto: Make, Model, Year | \$ | \$ | \$ |
| Auto: Make, Model, Year | \$ | \$ | \$ |
| Other RV: | \$ | \$ | \$ |
| Life Insur: (Cash Value) | \$ | \$ | \$ |
| Personal Property | \$ | \$ | \$ |
| Other Asset(s): Describe | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| Totals | \$ | \$ | \$ |

Adjustments & Comments:

Acknowledgment:

I certify that all the information provided herein, and attachments, if any, are true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates my Lender, Mortgage Servicer, Investor or Insurer to provide assistance to me.

Borrower

Date

Borrower

Date

SELLER'S DISCLOSURE STATEMENT

To be completed by SELLER concerning _____ (Property Address)

Note: If a Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect the Buyer's decision to buy the property, then the Seller needs to disclose it. This statement will assist a Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

TO THE SELLER: Your truthful disclosure of the history and condition of your property gives you the best protection against future charges that you violated your legal obligation to a Buyer by concealing material defect(s), lead-based paint, use as a site for methamphetamine production and/or any other disclosure required by law. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect a Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP OR OTHER SHARED COST DEVELOPMENT (if applicable)

- a) Name _____ Assessment: \$ _____ per: () month () quarter () half-year () year
- b) Type of Ownership: () Fee-Simple () Condominium () Co-op
- c) Assessment includes:
- () entrance sign/structure () street maintenance () common ground () snow removal of common area
 - () snow removal specific to this dwelling () landscaping of common area () landscaping specific to this dwelling
 - () clubhouse () pool () tennis court () exercise area () reception facility () water () sewer
 - () trash removal () doorman () cooling () heating () security () other common facility _____
 - () assigned parking space(s): how many _____ identified as: _____ () some insurance
 - () real estate taxes () other specific items(s) _____
 - () Exterior Maintenance of this dwelling covered by Assessment: _____
- d) Are you aware of any existing or proposed special assessments? () yes () no
- e) Are you aware of any condition or claim which may cause an increase in assessment or fees? () yes () no
- f) Are you aware of any material defects in any common or other shared elements? () yes () no
- g) Are you aware of any existing indentures/restrictive covenants? () yes () no
- h) Are you aware of any violation of the indentures/restrictions by yourself or by others? () yes () no
- i) Is there a recorded street/road maintenance agreement? () yes () no
- j) Please explain any "yes" answer you gave for questions d) through i) above: _____
- _____
- _____
- _____

HEATING, COOLING AND VENTILATING (Seller is not agreeing that all items checked are being offered for sale)

- a) Type of air conditioning: () Central Electric () Central Gas () Window/Wall (Number of window units _____) () Other _____
- b) Source of heating: () Electric () Natural Gas () Propane () Fuel Oil () Other _____
- c) Heating Equipment: () Forced Air () Hot Water Radiators () Steam Radiators () Radiant () Baseboard () Other _____
- d) Areas of house not served by central heating/cooling: _____
- e) Additional: () Humidifier () Electronic Air Filter () Media Filter () Attic Fan () Other _____
- f) Are you aware of any problems or repairs needed with any item in this section? () yes () no If "yes", please explain: _____
- _____

FIREPLACE(S)

- a) Type of fireplace: () Wood Burning () Vented Gas Logs () Vent Free Gas Logs () Wood Burning Stove
- b) Type of flues/venting:
- () Functional (properly vented for wood burning and vented gas logs). Number of fireplace(s) _____ Location _____
 - () Non Functional: Number of fireplace(s) _____ Location _____ Please Explain _____

SELLER'S DISCLOSURE STATEMENT

- c) Are you aware of any problems or repairs needed with any item in this section? yes no If "yes", please explain: _____

PLUMBING SYSTEM, FIXTURES AND EQUIPMENT

- a) Water Heater: Gas Electric Other: _____
b) Ice maker supply line: yes no
c) Jet Tub: yes no
d) Lawn Sprinkler System: yes no If "yes", date of last backflow inspection certificate: _____
e) Are you aware of any problems or repairs needed with any item in this section? yes no If "yes", please explain: _____

APPLIANCES (Seller is not agreeing that all items checked are being offered for sale.)

- a) Electrical Appliance and Equipment: Electric Stove/Range/Cook top Oven Built-in Microwave Oven
 Dishwasher Garbage Disposal Trash Compactor Wired smoke alarms Electric dryer "hook up"
 Ceiling Fan(s) Intercom System Central Vacuum System Other _____
b) Gas Appliances and Equipment: Gas Stove/Range/Cook top Oven Exterior Lights Barbecue
 Water Heater Gas Dryer "hook up" Trash Compactor Other _____
c) Other Equipment: TV Antenna Cable TV Wiring Electric Garage Door Opener- Number of transmitters: _____
 Security Alarm System - Owned Leased - Lease information: _____
 Swimming Pool Pool Heater Spa/Hot Tub Sauna/Pool/Spa Equipment (list) _____
 Satellite Dish - Owned Leased - Lease information: _____
 Electronic Pet Fence System - Number of collars: _____ Other _____
d) Are you aware of any problems or repairs needed with any item in this section? yes no If "yes", please explain: _____

ELECTRICAL

- a) Type of service panel: Fuses Circuit Breakers
b) Type of wiring: Copper Aluminum Knob and Tube Unknown
c) Are you aware of any problems or repairs needed with any item in this section? yes no If "yes", please explain: _____

ROOF, GUTTERS AND DOWNSPOUTS

- a) What is the approximate age of the roof? _____ years. Documented? yes no
b) Has the roof ever leaked during your ownership? yes no If "yes", please explain _____

c) Has the roof been repaired, recovered, or any portion of it replaced or recovered during your ownership? yes no
If "yes", please explain _____

d) Are you aware of any problems with the roof, gutters, or downspouts? yes no If "yes", please explain _____

WATER

- a) What is the source of your drinking water? Public Community Well Other (explain) _____
b) Do you have a softener, filter or other purification system? yes no Owned - Leased/Lease information: _____

c) Are you aware of any problems relating to the water system including the quality or source of water? yes no If "yes", please explain _____

SEWERAGE

- a) What is the type of sewerage system to which the house is connected? Public Private Septic Aerator
 Other (explain) _____
b) Is there a sewage lift system? yes no If "yes", is it in good working condition? yes no
c) When was the septic/aerator system last serviced? _____
d) Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system? yes no
If "yes", please explain _____

SELLER'S DISCLOSURE STATEMENT

CONSTRUCTION

- a) Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components? yes no
If "yes", please describe in detail: _____
- b) Are you aware of any repairs to any of the building elements listed in (a) above? yes no If "yes", please describe the location, extent, date and name of the person/company who did the repair or control effort: _____
- c) Are you aware of any work in (b) above that was completed without required permits? yes no
- d) List all significant additions, modifications, renovations, & alterations to the property during your ownership: _____
- e) Were required permits obtained for the work in (d) above? yes no

BASEMENT AND CRAWL SPACE (Complete only if applicable)

- a) Sump pump Sump pit and pump
- b) Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space? yes no
If "yes", please describe in detail: _____
- c) Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
 yes no If "yes", please describe the location, extent, date and name of the person/company who did the repair or control effort: _____

TERMITES/WOOD DESTROYING INSECTS, PESTS

- a) Are you aware of any termites/wood destroying insects, or pests affecting the property? yes no
- b) Are you aware of any uncorrected damage to the property caused by termites/wood destroying insects, or pests? yes no
- c) Is your property currently under a warranty contract by a licensed pest control company? yes no
- d) Are you aware of any termites/pest control reports for the property? yes no
- e) Are you aware of any termites/pest control treatments for the property? yes no
- f) Please explain any "yes" answers you gave in this section: _____

SOIL AND DRAINAGE

- a) Are you aware of any fill, expansive soil or sinkholes on the property? yes no
- b) Are you aware of any soil, earth movement, flood, drainage, or grading problems? yes no
- c) Are you aware of any past, present or proposed mining, strip-mining, or any other excavations that affect or might affect the property? yes no
- d) Please explain any "yes" answers you gave in this section: _____

HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS

- a) Lead (Note: Production of lead based paint was banned in 1978)
- 1) Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc) on the property?
 yes no
 - 2) Are you aware if it has ever been covered or removed? yes no
 - 3) Are you aware if the property has ever been tested for lead? yes no If "yes", please give date performed, type of test and test results: _____
 - 4) Please explain any "yes" answers you gave in this section: _____

SELLER'S DISCLOSURE STATEMENT

b) Asbestos Materials

- 1) Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc? () yes () no
- 2) Are you aware of any asbestos material that has been encapsulated or removed? () yes () no
- 3) Are you aware if the property has been tested for the presence of asbestos? () yes () no
- 4) Are you aware of any fill, expansive soil or sinkholes on the property? () yes () no If "yes", please give date performed, type of test and test results: _____

- 5) Please explain any "yes" answers you gave in this section: _____

c) Mold

- 1) Are you aware of the presence of any mold on the property? () yes () no
- 2) Are you aware of anything with mold on the property that has ever been covered or removed? () yes () no
- 3) Are you aware if the property has been tested for the presence of mold? () yes () no If "yes", please give date performed, type of test and test results: _____

- 4) Please explain any "yes" answers you gave in this section: _____

d) Radon

- 1) Are you aware if the property has been tested for radon gas? () yes () no If "yes", please give date performed, type of test and test results: _____

- 2) Are you aware if the property has ever been mitigated for radon gas? () yes () no If "yes", please provide the date and name of the person/company who did the mitigations _____

e) Methamphetamine

Are you aware if the property is or was used as a site for methamphetamine production? () yes () no
If "yes", please explain _____

f) Other Environmental Concerns

Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks unused septic or storage tanks, etc? () yes () no
If "yes", please explain _____

INSURANCE

Are you aware of any claims that have been filed for damages to the property in the last 5 years? () yes () no
If "yes", please the following information: date of claim, description of claim, repairs and /or replacements completed:

MISCELLANEOUS

- a) The approximate age of the residence is _____ years. The seller has occupied the property _____ years.
- b) Has the seller continuously occupied the property during the last twelve months? () yes () no
If "no", please explain _____

- c) Is the property located in an area that requires an occupancy (code compliance) inspection? () yes () no
If "yes", please explain _____
- d) Are you aware if this property is located in an area that requires any specific disclosure(s) from the city or county? () yes () no
If "yes", please explain _____
- e) Is the property designated as a historical home or located in a historic district? () yes () no
If "yes", please explain _____
- f) Is any portion of the property located within the 100 year flood hazard area (flood plain)? () yes () no

VERIFICATION OF NON EXISTENT ITEMS

_____ I/We do not have a checking account.

_____ I/We do not have a savings account.

_____ I/We do not have Pay Stubs for past two pay periods.

_____ I/We do not have a W-2 for the year 20____ or 20____.

_____ I/We do not have a tax return for the year 20____ or 20____.

_____ I/We do not have a 401K.

_____ I/We do not have an IRA or Roth IRA.

_____ I/We do not have _____.

_____ I/We do not have _____.

I (we) certify that the above information is true, and is accurate statement of my/our records. I (we) understand and acknowledge that any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information to be correct.

By: _____ Date: _____

By: _____ Date: _____

AGREEMENT FOR SELLER TO REMAIN IN PROPERTY

Due to sellers request to remain in the property after the closing date, a sum of \$_____ will be held in escrow at time of closing by closing agent or such other agent as Buyer appoints, until such time as seller vacates the property leaving it in a neat and clean condition as defined below.

Seller agrees to vacate the property within_____ days following the closing. In the event seller does not vacate the property by the above date, a charge of \$_____ per day will be assessed and deducted from the escrowed amount.

In the event seller has not vacated the property within _____ days following the agreed-upon date, all money remaining in escrow will be forfeited. Seller will then be considered a tenant in sufferance giving Buyer full rights to evict.

In the event the property is not left in a neat and clean condition buyer will have cleanup completed at sellers expense and deduct from the escrowed amount.

Neat and clean is defined as all debris to be removed from the interior and exterior of the property.

In the event Buyer is forced to institute legal action to enforce this agreement, the Seller will be held responsible for and hereby agrees to pay all legal fees and costs of said action.

Seller: _____

Print Name: _____

Date: _____

Seller: _____

Print Name: _____

Date: _____