

M I D W E S T   T I T L E  
1413 S. WASHINGTON ST. STE 110  
PAPILLION,   N E   68046  
P H O N E:   4 0 2 - 4 9 3 - 6 2 0 0  
F A X: 402-896-0466  
E M A I L: team@midwesttitle.com

This packet of documents relating to a real estate purchase agreement is made available to assist you in the furtherance of a real estate transaction. We at Midwest Title, like all title companies, are prohibited by law from helping you fill out these forms, advising you about the forms, or negotiating any part of a real estate deal. As a matter of fact, we have an attorney who we call on when we have questions of a legal nature, and it proves very beneficial to us.

Also, these forms do not cover all circumstances. For instance, sometimes a home inspection is requested and the right provisions have to be made for that. Also, sometimes a person makes the purchase of a home contingent upon the sale of theirs. Nothing in these documents covers that. You should have a lawyer for those matters. Finally, you may have legal questions about the meaning of some of the items on these forms and you should know the legal answers before you proceed.

Our attorney, Thomas J. Anderson, Esq. has authorized us to use his name as a reference for anyone who needs legal services in connection with these, or other matters. He has been a Nebraska and Iowa lawyer for 29 years, and he can inform you about fees and charges when you contact him. His number is 884-4430 or [lawyers@cox.net](mailto:lawyers@cox.net) and if you should call him, you should mention that you were referred by us. If you have another attorney instead, we absolutely encourage you to contact your attorney regarding the impact of these forms and to assist you in this very important real estate transaction.

After negotiations of the purchase contract we will open escrow and perform the following:

1. Issue a title insurance commitment and take the necessary actions to convey clear and marketable title to real estate.
2. Act as agent during closing procedures as well as coordinate time and place for closing
3. Order the wood destroying insect inspection and plot plan as required by the buyer's lender.
4. Order payoff information from current lien holders as disclosed in the title insurance commitment.
5. Prepare the settlement statement and balance figures with the buyer's lender.
6. Record all legal documents in the transaction at the county courthouse where the real estate is located.
7. Disburse all funds according to the settlement statement to insure proper payoff and clear title.

Sincerely,

David P. Welte  
Midwest Title

1413 S Washington St. Ste 110  
Papillion, NE 68046

Phone: 402-493-6200  
Fax: 402-896-0466

## Midwest Title

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### Buyer's Information Sheet

Buyer out of town:  No  Yes

Buyer #1:

Full Legal Name with Middle Initial:

\_\_\_\_\_

SS Number: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Marital Status:  Single  Married  
 Widowed  Divorced

Buyer #2:

Full Legal Name with Middle Initial:

\_\_\_\_\_

SS Number: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Marital Status:  Single  Married  
 Widowed  Divorced

Do you want a Survey:  No  Yes, if yes, do you want a  Plot Plan  Staked Survey  Both

Do you want a Termite Inspection:  No  Yes (SOME LOAN TYPES REQUIRE ONE REGARDLESS)

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### Buyer's New Loan Information:

Company Name: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Loan:  Conventional  FHA  VA  NIFA

Loan Amount: \_\_\_\_\_

1413 S Washington St. Ste 110  
Papillion, NE 68046

Phone: 402-493-6200  
Fax: 402-896-0466

## Midwest Title

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### Seller's Information Sheet

Seller out of town:  No  Yes

Seller #1:

Name: \_\_\_\_\_

SS Number: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Marital Status:  Single  Married  
 Widowed  Divorced

Forwarding Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller #2:

Name: \_\_\_\_\_

SS Number: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Marital Status:  Single  Married  
 Widowed  Divorced

Forwarding Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### AUTHORIZATION TO RELEASE INFORMATION REGARDING EXISTING LOAN(S):

Loan Servicer: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Loan Servicer: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**MIDWEST TITLE Inc.** is preparing the closing for the following property:

Property Address: \_\_\_\_\_

We/I give our permission for **MIDWEST TITLE Inc.** to obtain payoffs for our mortgages, district court judgements and/or State and Federal Tax Liens on our/my behalf. We understand there could be a fee to obtain this payoff.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

# UNIFORM PURCHASE AGREEMENT

## \*Indicates Required Information

(This is a legally binding contract. If not understood, seek legal advice.)

**Purchasers Name(s)\*:** \_\_\_\_\_ **Date\*:** \_\_\_\_\_

The undersigned purchaser, (whether one or more) agrees to purchase the property described as follows:

1. **Address\*:** \_\_\_\_\_

2. **Legal Description (Property):** \_\_\_\_\_

3. **Personal Property:** The only personal property included is as follows:

\_\_\_\_\_  
\_\_\_\_\_

4. **Conveyance:** Provided that the seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to property to Purchaser or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, subject to all building and use restrictions, utility easements abutting the boundary of the property, and covenants now of record.

5. **Assessments:** Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority not yet assessed.

**6.) Consideration\*:** Purchaser agrees to pay \$ \_\_\_\_\_ on the following terms: A deposit in the amount of \$ \_\_\_\_\_ made payable to **Midwest Title Inc.**, deposited herewith as evidenced by the receipt attached below. If the deposit is paid by check, it will be cashed. In the event this offer is not accepted by the Seller of the property within the time specified, or in the event there are any defects in the title which cannot be cured as specified below, the deposit shall be refunded. In the event of the refusal or failure of the Purchaser to consummate the purchase, the Seller may, at his option, retain the deposit for failure to carry out the terms of this Purchase Agreement. Balance to be paid only as shown in the following paragraphs:

**(PLEASE X THE APPROPRIATE OPTION EITHER 7, 8, 9, or 10)\***

       **7: All Cash:** Balance of \$ \_\_\_\_\_ shall be paid in cash, or certified or cashier's check at the time of delivery of deed, no financing required.

       **8: Conditional Upon Financing:** Balance of \$ \_\_\_\_\_ shall be paid in cash, or by certified or cashier's check at the time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described property in the amount of \$ \_\_\_\_\_ with a payment of \$ \_\_\_\_\_ plus taxes and insurance. This note will be for a period of not less than \_\_\_\_\_ years. Purchaser agrees to make application for financing within five (5) business days of acceptance of this offer, to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. If the financing is not approved within \_\_\_\_\_ days from date of acceptance, this offer shall be null and void, and the deposit will be returned to Purchaser. However, if processing of the application for financing has not been completed by the lending agency within the above time, such time shall automatically extend until the lending agency has, in the normal course of its business, advised either approval or denial. If the original loan application is denied, the Purchaser authorizes and instructs the Lender to notify the Purchaser, the Seller and all real estate licensees involved in the transaction, in writing. Upon notification of denial, the contract shall be void and the deposit will be refunded to the Purchaser unless Seller and Purchaser mutually agree in writing within five (5) business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original lender.

**9: Assume Existing Note, Mortgage (or) Deed of Trust:** Purchaser agrees to assume and pay existing note balance in favor of \_\_\_\_\_ in the amount of \$\_\_\_\_\_ and pay the balance in cash, or by certified or cashier's check at the time of delivery of the deed. It is understood that the note terms provide a current interest rate of \_\_\_\_\_% per annum and payments of \$\_\_\_\_\_ per \_\_\_\_\_. Said payment includes Principal, Interest, Taxes, Insurance, MIP/PMI. Interest on existing note balance and any mortgage insurance premium shall be prorated to date of closing. Purchaser agrees to reimburse the Seller for the amount \_\_\_\_\_ in the escrow reserve account which is to be assigned to the Purchaser. Seller agrees the existing note, mortgage or deed of trust and escrow's will be current and in good standing at time of closing. Purchaser agrees to pay assumption fees, if any. Purchaser does, or does not agree to provide a release of liability of Seller before closing.

**10: Seller Financing:** Balance to be evidenced by Deed of Trust or Mortgage with Seller, providing for additional cash payment, certified or cashier's check \$\_\_\_\_\_ at time of execution of all instruments, and the remainder of \$\_\_\_\_\_ shall be paid in monthly payments of \$\_\_\_\_\_ or more, which monthly payments shall include interest at the rate of \_\_\_\_\_% per annum computed monthly on the unpaid portion of the principal, amortized over not less than \_\_\_\_\_ years. The note shall be for a period of not less than \_\_\_\_\_ years. All other terms and conditions of the instrument shall be as mutually agreed. All said instruments to be prepared within \_\_\_\_\_ days after acceptance of this offer. \_\_\_\_\_'s attorney shall prepare the instruments and \_\_\_\_\_'s attorney shall review and approve all said instruments within \_\_\_\_\_ days of acceptance of this offer.

11. Taxes: In **Douglas and Sarpy County** 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 treated as though all are current taxes, and, and those taxes shall be prorated as of date of closing. **In all other Counties Taxes** all consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of date of closing.

12. Rents, Deposits and Leases (If Rented): All leases and rents shall be current at closing. Any tenant deposits and leases shall be assigned to purchaser at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Purchaser at the time of closing.

13. Sanitary and Improvement District (S.I.D.): Purchaser understands that this property is located within S.I.D. # \_\_\_\_\_ and acknowledges receipt of the most recently filed S.I.D. Statement.

**14. Conveyance of Title\*:** Seller shall through Seller's agent or closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, except as specified in paragraph #4, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time, the Purchaser may rescind this agreement and the Deposit shall be refunded.

The approximate closing date shall be \_\_\_\_\_  
Purchaser hereby selects  Basic Title or  the expanded ALTA Homeowners Policy of Title

The Real Estate Settlement Procedure Act 14 U.S.C. 2601 et. Seq. and regulations provide that if the Purchaser pays any part of the title insurance premium, the Seller cannot require that a particular title insurance company be used and the Purchaser may select the title company to be used. Purchaser directs that the title insurance and escrow closing to be performed by **Midwest Title 402-493-6200. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller.**

15. Escrow Closing: Purchaser and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. **After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds, Escrow Agent's or the Broker's charge for the escrow closing shall be equally divided between Purchaser and Seller unless Purchaser is obtaining a V.A. F.H.A. loan, then such costs of the closing shall be paid by the Seller.**

16. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

17. Insurance: Any risk to the loss of the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall refund the Deposit to Purchaser. Purchaser agrees to provide his own hazard insurance.

**18. Wood Infestation (Termite Inspection)\*:** Purchaser (Seller, in the case of new V.A. loan) agrees to pay the costs of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Termite inspection work to be performed by  Title Company Choice or \_\_\_\_\_. Seller reserves the right to limit cost of repairs to  2% or  \$\_\_\_\_\_ of the purchase price.

or

Termite Inspection waived and not required by lender.

**19. Survey\*:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser agrees to pay for (select one):

Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),

Boundary and Improvement Location Survey (corners located/ verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state, and federal regulations),

ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser),

Waived if not required by lender.

20. Smoke Detector: Seller agrees to install, at Seller's expense, smoke detectors required by law.

21. Release of Information: Purchaser and Seller authorize the release of financing information on the purchase of this property.

**22. Home Warranty Acknowledgement\*:** Purchaser has been advised of the availability of Home warranty.

Purchaser shall receive a home warranty, provided at the expense of  Purchaser  Seller. Home warranty provider shall be \_\_\_\_\_.

Purchaser selects the warranty type

Non-Evaluated Warranty

Evaluated Warranty (if available) with No Exclusions\*. Cost is \$\_\_\_\_\_ plus applicable taxes.

Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review.

\*(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)

Home warranty coverage rejected by Purchaser.

**23. Property Inspections\*** (Select as noted): Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Condition, Asbestos, Mold, Lead, and other contaminants may exist in the Property of which the Seller is unaware. Suspected Contaminants and home condition may be identified with a typical

air quality or home inspection (s). Seller recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Purchaser elects NOT to obtain property inspections.

or

Purchaser identifies the following inspections/tests, as selected, which may be ordered:

Whole House Inspection\* (or components or subsystems)

Structural

Mold

Septic System

Well

Lead Based Paint

Radon Test

Other \_\_\_\_\_

\* "Whole house" inspections often include, but are not necessarily limited to, structure, exterior, roofing, plumbing, electrical, heating, central air conditioning, interior, insulation and ventilation. In some instances it may be advisable to consult a structural engineer as part of the inspection to the Property. Occasionally, whole house inspectors may use or recommend other inspectors in the course of a whole house inspection and they will be considered as part of the whole house inspection for notification purposes.

Purchaser's Response to Inspection Reports: Within three (3) business days of Purchaser's receipt of all requested inspection reports, the Purchaser shall notify Seller of Purchaser's requested course of action, which may be delineated on a property inspection resolution addendum and Purchaser shall also provide Seller with relevant pages of the inspection report(s). Purchaser's course of action shall be set forth as one of the three following options:

Option "A" – After receipt of Inspections, the Purchaser(s) may choose not to request any action of Seller and to waive further objection regarding the home inspection findings.

Option "B" – If the report(s) reveal(s) any condition, issue or defect that is unsatisfactory to Purchaser, the Purchaser may deliver a written request for repair and or remediation, as required, to the Seller. Such request shall include a copy of the relevant inspection report or summary from the qualified inspector.

Option "C" – If the condition of the Property, as shown in any inspection or report, is unsatisfactory to Purchaser(s), then the Purchaser may terminate the Purchase Agreement with written notice to the Seller, at which time Purchaser shall be paid the Deposit with no further agreement or release required. Upon Seller's request, Purchaser agrees to provide a copy of the relevant inspection report or summary from the qualified inspection.

24. Condition of Property: Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing electrical systems and any built-in appliances in functional and operable condition until delivery of possession. Seller will allow Purchaser to walk through property within 24 hours before closing to confirm compliance with this Uniform Purchase Agreement.

25. Seller Property Condition Disclosure Statement: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement required by Nebraska Law.

**THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY SELLER.**

26. Property/Warranty Inspection: Purchaser has been advised of the availability of a limited warranty service plan and understands that the coverage is limited to the terms contained in the application and/or policy. Purchaser has been advised of the availability of property inspections.

27. Facsimile Authorizations: Purchaser and Seller agrees that all documents relating to the sale of this property, including this offer, counteroffers and acceptances (1) may be transmitted by facsimile machine, (2) shall be treated in all respects as originals, (3) signatures thereon shall be treated as original signatures and (4) shall be re-executed by both parties on an original form, if requested by either party.

**28. The residential dwellings and attachments were constructed prior 1978\*:** Yes No. If your answer to the previous statement was yes, you must complete addendum to UNIFORM PURCHASE AGREEMENT.

29. Modifications in Writing: Any modifications of the terms of this agreement must be in writing and signed by all parties.

**30. Buyer's Closing Costs paid by Seller\*:** Seller agrees to pay up to \$\_\_\_\_\_ of Buyer's loan cost, prepaid cost, escrows, title insurance premiums, settlement fees, recording fees, pro-rations, homeowners association dues and inspections.

31. Additional Considerations or requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**32. Offer Expiration\*:** This offer to purchase is subject to acceptance by Seller on or before \_\_\_\_\_, at \_\_\_\_\_ o'clock p.m. a.m. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

A check received from purchaser made payable to Midwest Title Inc. in the sum of \$\_\_\_\_\_ to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

**33. ACCEPTANCE\***

The seller accepts the foregoing offer to purchase on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**34. PURCHASER RECEIPT\***

Purchaser acknowledges a fully executed copy of this agreement on \_\_\_\_\_, 20\_\_\_\_\_.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

**PURCHASERS PLEAST NOTE!!! At closing, Purchaser is required to have cash, certified, or cashier's check for the balance of amounts due.**



# FHA DISCLOSURES

## AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Seller(s) \_\_\_\_\_

File No.: \_\_\_\_\_

Property Address: \_\_\_\_\_

### FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser 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 Commissioner, Department of Veterans Affairs, 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 nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as 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 sales contract.

### REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Listing Agent (as applicable) Date

\_\_\_\_\_  
Selling Agent (as applicable) Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.



**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 number in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in 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.

Section A - Appliances	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				

Section B - Electrical Systems	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. Room ventilation/exhaust fan ( _____ number )				
13. 220 volt service				
14. Security System _____ Owned _____ Leased _____ Central station monitoring				
15. 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			

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
5. Radon gas			
6. Toxic materials			
7. Underground fuel, chemical or other type of storage tank?			
8. 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.

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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 of 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 \_\_\_\_\_

<b>ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION</b>	
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 _____

**Seller’s Initials** \_ / \_ **Property Address** \_ **Buyer’s Initials** \_ / \_



# OMAHA AREA BOARD OF REALTORS®

## LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS ADDENDUM TO PURCHASE AGREEMENT



ON PROPERTY LOCATED AT \_\_\_\_\_  
Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD)  
**LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS  
TARGET HOUSING AND EXEMPTIONS**

Target Housing is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling in which the living area is not separated from the sleeping area, including efficiencies, studio apartments, dormitory housing, military barracks, and rentals of individual rooms in residential dwellings.

The Regulations regarding lead-based paint in residential structures apply to all transactions to sell or lease target housing, including subleases, with the exception of the following:

- (a) Sales of target housing at foreclosure.
- (b) Leases of target housing that have been found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program. Until a Federal certification program or federally accredited State certification program is in place within the State, inspectors shall be considered qualified to conduct an inspection for this purpose if they have received certification under any existing State or tribal inspector certification program. The lessor has the option of using the results of additional test(s) by a certified inspector to confirm or refute a prior finding.
- (c) Short-term leases of 100 days or less, where no lease renewal or extension can occur.
- (d) Renewals of existing leases in target housing in which the lessor has previously disclosed all information required and where no new information has come into the possession of the lessor. For the purposes of this paragraph, renewal shall include both renegotiation of existing lease terms and/or ratification of a new lease. Disclosure is required when the lease is originally signed. Disclosure **MUST**, therefore, be made when renewing leases which were in place prior to December 6, 1996, for owners of one to four residential dwellings and September 6, 1996, for owners of more than four residential dwellings.

**Lead-Based Paint Testing Contingency:** This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 p.m.  on the tenth calendar day after acceptance  or the following mutually agreed upon date \_\_\_\_\_. This contingency will terminate at the above predetermined deadline unless the Purchaser (or the Purchaser's agent) delivers to the Seller (or the Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether the correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the seller does not elect to make the repairs or if the Seller makes a counter-offer, the Purchaser shall have 10 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

### TARGET HOUSING SALES DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

**Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment 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 housing.
- \_\_\_\_\_ (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 housing.
- \_\_\_\_\_ (c) The housing is located in an area of Omaha Nebraska (generally east of 45<sup>th</sup> Street, south of Ames Avenue, and north of L Street) which EPA tests have shown may contain concentrations of lead in the soil that may pose an unacceptable risk to human health and the environment (the "Omaha Nebraska Lead Site"). The Omaha Nebraska Lead Site may or may not be included on EPA's Superfund National Priorities List.

**Purchaser's Acknowledgment (initial)**

- \_\_\_\_\_ (d) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (e) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (f) 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.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

_____	_____
Seller	Date
_____	_____
Seller	Date
_____	_____
Agent Company Name	Date
_____	_____
Agent	Date

_____	_____
Purchaser	Date
_____	_____
Purchaser	Date
_____	_____
Agent Company Name	Date
_____	_____
Agent	Date