MIDWEST TITLE 1413 S. WASHINGTON ST. STE 110 PAPILLION, NE 68046

PHONE: 402-493-6200

FAX: 402-896-0466

EMAIL: 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 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

Midwest Title

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

Buyer's	s Information Sheet
Buyer out of town: ☐ No ☐ Yes Buyer #1:	Buyer #2:
Full Legal Name with Middle Initial:	Full Legal Name with Middle Initial:
SS Number:	SS Number:
Email:	Email:
Phone Number:	Phone Number:
Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Divorced	Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Divorced
Do you want a Survey: ☐ No ☐ Yes, if yes, do yo	u 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:
Buyer's New Loan Information:	
Company Name:	
Loan Officer's Name:	
Phone:	
E-Mail:	
Loan Amount:	

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

Midwest Title

Sell	ler's Information Sheet
Seller out of town: ☐ No ☐ Yes	
Seller #1:	Seller #2:
Name:	Name:
SS Number:	SS Number:
Email:	Email:
Phone Number:	Phone Number:
Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Divorced	Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Divorced
Forwarding Address:	Forwarding Address:
AUTHORIZATION TO RELEASE I	NFORMATION REGARDING EXISTING LOAN(S):
Loan Servicer:	Loan Servicer:
Loan Number:	
Phone Number:	
MIDWEST TITLE Inc. is preparing the closi Property Address:	
-	TITLE Inc. to obtain payoffs for our mortgages, district courts on our/my behalf. We understand there could be a fee to obtain this
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 \$______ 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 balance in favor of		
the balance in cash, or by certified or cashier's chec note terms provide a current interest rate of	k at the time of delivery of the deed. It is und	lerstood that the
Said payment includes Principal, Interest, balance and any mortgage insurance premium shall the Seller for the amount in the escrow reserve ac the existing note, mortgage or deed of trust and esc Purchaser agrees to pay assumption fees, if any. I liability of Seller before closing.	Taxes, □Insurance, □MIP/PMI. Interest of be prorated to date of closing. Purchaser agree count which is to be assigned to the Purchase crow's will be current and in good standing at	n existing note ees to reimburse r. Seller agrees time of closing.
additional cash payment, certified or cashier's check and the remainder of \$	at time of execution of a paid in monthly payments of \$	all instruments, or more, which on the unpaid of not less than said instruments ey shall prepare
11. Taxes: In Douglas and Sarpy County all consolidation which closing takes place shall be treated as though all a are current taxes, and, and those taxes shall be prorated consolidated real estate taxes for the year in which closing be prorated as of date of date of closing.	re current taxes, and those taxes shall be treated as of date of closing. In all other Court	ed as though all nties Taxes all
12. Rents, Deposits and Leases (If Rented): All leases a leases shall be assigned to purchaser at no cost. All ren leases shall be provided to the Purchaser at the time of cleases.	ts shall be prorated to date of closing. Copie	-
13. Sanitary and Improvement District (S.I.D.): Purchaser and acknowledges receipt of the most recently filed S.I.D		S.I.D. #
14. Conveyance of Title*: Seller shall through Seller commitment or complete abstract of title to Purchaser as sin paragraph #4, Seller must cure them within a reasonable the Purchaser may rescind this agreement and the Deposit	oon as practical. If title defects are found, exceetime. If title defects are not cured within a	ept as specified
The approximate closing date shall be Purchaser hereby selects □ Basic Title or □ the expande	d 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 \Box Title Company Choice or ______. Seller reserves the right to limit cost of repairs to \Box 2% or \Box \$______ of the purchase price. ☐ 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 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

☐ 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

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.

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 attachr previous statement was yes, you must comp		
29. Modifications in Writing: Any modific parties.	cations of the terms of this agreement mu	st be in writing and signed by all
30. Buyer's Closing Costs paid by Seller* cost, prepaid cost, escrows, title insurance association dues and inspections.	*: Seller agrees to pay up to \$ce premiums, settlement fees, recording	of Buyer's loan g fees, pro-rations, homeowners
	nase is subject to acceptance by Seller on o'clock \(\squap p.m.\) \(\squap a.m.\) Purchaser acknowl	or before edges receipt of a signed copy of
32. Offer Expiration*: This offer to purchase is subject to acceptance by Seller on or before		
Purchaser:	Date:	
to the purchase price of the Property on terr		
Seller:	Date:	
Seller:	Date:	
34. PURCHASER RECEIPT* Purchaser acknowledges a fully executed co	opy 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 AMENDA	TORY CLAUSE	
complete the pure otherwise unless Federal Housing value of the propionsummation of to determine the propionsummetric to the second sec	Commissioner, Department of Veterans Affairs, or a Derty of not less than \$. The purchaser shall f the contract without regard to the amount of the appramaximum mortgage the Department of Housing and Uncondition of the property. The purchaser should satisfy	penalty by forfeiture of earnest money deposits or D/FHA or VA requirements a written statement by the Direct Endorsement lender setting forth the appraised have the privilege and option of proceeding with aised valuation. The appraised valuation is arrived at ban Development will insure. HUD does not warrant
	Borrower	
	_ Borrower	
	Seller	<u>Date</u>
	_Seller	Date
REAL ESTATE	umount to be inserted in the amendatory clause is the sales ust the sales price in response to an appraised value that is owever, the loan application package must include the origonal clause, along with the revised or amended sales contract. CERTIFICATION	
below that the ter	r, seller, and the selling real estate agent or broker involves and conditions of the sales contract are true to the ed into by any of these parties in connection with this results are true to the ed into by any of these parties in connection with this results.	best of our knowledge and belief, and that any other
	Borrower	Date
	Borrower	Date
	_ Seller	_Date
	Seller	<u>Date</u>
	Listing Agent (as applicable)	
	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 pro- ls seller currently occupying the prope has the seller ever occupied the prope	erty? (Circ	cle one)	YES			-					
This disclosure statement concerns the in the city of					y of		, State of	Nebrask	a and leg	ally desc	ribed as:
This statement is a disclosure of the is <u>NOT</u> a warranty of any kind by the any inspection or warranty that the purchaser may rely on the informar representing a principal in the transathe real property. The information printended to be part of any contract be	e seller of purchase tion con ction ma covided in	or any ag e <u>r may w</u> tained h ny provid n this sta	ent repr vish to o nerein in e a copy ntement	esentir <u>btain</u> . n decir of this is the r	ing a p Even iding v is stat repre	orincipal in the transact though the information whether and on what ement to any other per	ion, and <u>should NC</u> n provided in this s terms to purcha son in connection v	OT be acc statemer se the r with any	cepted a nt is NOT eal prop actual o	<i>s a subst</i>	itute for anty, the ny agent e sale of
Seller please note: you are required provision or space for indicating, inserting has more than one item as listed beloworking, one not working, and one not a "3" on the line provided next to the comments section in PART III.	ert "N/A" ow please ot include	in the a put the ed, put a	ppropria number "1" in ea	ate box in the ach of	x. If age approter the "N	ge of items is unknown, opriate box. For exampl Working", "Not Working	write "UNK" on the e – if the home has ", and "None/Not I	ne blank s three ro ncluded"	provided oom air o' ' boxes fo	I. If the postion or that it	ers, one em, and
SELLER STATES THAT, TO THE BEST O THE SELLER, THE CONDITION OF THE				GE AS	OF TH	E DATE THIS DISCLOSU	RE STATEMENT IS C	OMPLET	ED AND	SIGNED	зү
PART I – If there is more than one of Comments section in PART III of this of property, or will not be included in the	lisclosure	stateme	ent, or nu	umber	separ	ately as provided in the	instructions above				
Section A -Appliances	Working	Not Working	Do Not Know If Working	None , Not Include		Section B - Electrical Syst	ems_	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator						1. Electrical service panel ca AMP Capacity (if kr					
2. Clothes Dryer						fuse circuit	breakers				
3. Clothes Washer						2. Ceiling fan(s) 3. Garage door opener(s)	(number)				
4. Dishwasher		_	_			4. Garage door opener(s)					

Section A -Appliances	Working	Not Working	Know If Working	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
Electrical service panel capacity AMP Capacity (if known) fuse				
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? NO	comme	•	e condition n in PART III statement.	

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioningyear installed (if known)				
5. Heating systemyear installed (if known)GasElectricOther (specify)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pumpyear installed (if known)				
10. Humidifier				
11. Propane Tankyear installed (if known)RentOwn				
12. Wood-burning stoveyear installed (if known)				

Section D - Water Systems	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 heateryear installed (if known)				
6. Water purifieryear installed (if known)				
7. Water softenerRentOwn				
8. Well system				
Section E - Sewer Systems	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.

Section A - Structural Conditions	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?			
Are there any windows which presently leak, or do any insulated windows have any broken seals?			

Section A - Structural Conditions	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.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos			
Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			

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

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
a. Are the dwelling(s) and the improvements connected to a public water system?			
b. Is the system operational?			
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?			
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					

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter Note: Use additional pages if necessary.	and item number.
	-
If checked herePART III is continued on a separate page(s)	
SELLER'S CERTIFICATION	
Seller hereby certifies that this disclosure statement, which consists ofpages (including additional comme that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as of the date her statement is completed and signed by the Seller.	
Seller's Signature _	Date
Seller's Signature _	Date _
ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND O	CERTIFICATION
I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; under	
if we acknowledge receipt of a photocopy of the above seller Property Condition Disclosure statement, under	stand that such disclosure statement is
NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the statement is the representation of the seller and not the representation of any agent, and is not intended to be and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the into by me/us relating to the real property described in such disclosure statement.	I that such disclosure statement should information provided in this disclosure part of any contract between the seller
NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the statement is the representation of the seller and not the representation of any agent, and is not intended to be and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the	I that such disclosure statement should information provided in this disclosure part of any contract between the seller

Seller's Initials ________ Property Address _



Agent Company Name

Agent

OMAHA AREA BOARD OF REALTORS® LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS ADDENDUM TO PURCHASE AGREEMENT



Date

Date

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.

Date

Date

(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

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 risessessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether the correct the conditions, by professes the percentage of the seller manual have 10 days 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 the contingency at any time without cause. **TARGETHOUSING 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 divelling was built prior to 1978 is notified that such property may present exposure to lead for lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, includic learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of a interest in residential real property is required to provide the buyer with any information on lead-based paint hazards in respections in the seller's obsesses and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards in respections in the seller's obsesses and reports available to the seller dead-based paint hazards (check one below): Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing (lep in the purchaser has received copies of all information lis	paint	hazards at the Purchaser's expense until 9:00 p.m. on the contingency will terminate at	the tenth calendar day after acceptance or the above predetermined deadline unless the Purcha	
Lead Warning Statement Lead Warning Statement Levery purchaser of any interest in residential real property on which a residential dwelling was built prior to 1976 is notified that such property may present exposure to lead for lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, includi learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of a nitreest 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 bossessi and notify the buyer of any known lead-based paint hazards. A risk assessment or inspections for possible lead-based paint hazards in the seller's bossessi and notify the buyer of any known lead-based paint hazards (check one below): [a) Presence of lead-based paint and/or lead-based paint hazards (check one below): [b) Records and reports available to the seller (check one below): [c) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. [c) Seller has no reports or records pertaining to lead-based paint hazards in the housing. [c) The housing is located in an area of Omaha Nebraska (generally east of 45° 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 a kenowledgment (initial) [d) Purchaser has received copies of all information isted above. [e) Purchaser has received copies of all information isted above. [e) Purchaser has received copies of all information isted above. [f) Purchaser has received copies of all information isted a	asses: settler been i respor	(or the Seller's agent) a written contract addendum listing the spec sment report. The Seller may, at the Seller's option, within 10 da nent. If the Seller will correct the condition, the Seller shall furnish the remedied before the date of the settlement. If the seller does not el- and to the counter-offer or remove this contingency and take the p	ific existing deficiencies and corrections needed, toge bys after delivery of the addendum, elect in writing we be Purchaser with certification from a risk assessor or it ect to make the repairs or if the Seller makes a count	ether with a copy of the inspection and/or rising whether the correct the conditions(s) prior to inspector demonstrating that the condition has ter-offer, the Purchaser shall have 10 days to
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 fire darbased paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, includic learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of a 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 possessi 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 5 Disclosure (initial) [a) Presence of lead-based paint and/or lead-based paint hazards are present in the housing (explain) [b) Records and reports available to the seller (check one below): [c) Beller has no knowledge of lead-based paint hazards are present in the housing. [c) The housing (list documents below). [c) The housing is located in an area of Omaha Nebraska (generally east of 45° 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) [c) Purchaser has received copies of all information listed above. [c) Purchaser has received copies of all information listed above. [c) Purchaser has received copies of all information listed above. [c) Purchaser has received copies of all information in information for the presence of lead-based paint hazards: or lead-based paint hazards; or lead-based paint hazar				
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Seller Date Purchaser Date	Seller	Date	Purchaser	Date
	Seller	Date	Purchaser	Date

Agent Company Name

Agent