

# Audrie's Advice

## For Selling Your Home

[www.audrie.com](http://www.audrie.com) AB-001

## Table of Contents

<b>Preparing for the Sale of Your Home</b>	<b>Page</b>
Seller's checklist .....	3
Adding value to your home .....	5
Tips for the interior .....	6
Tips for the exterior .....	7
Setting the best price: - A four-step approach.....	8
The true market value of your home .....	9
Closing fees that should be included in your price .....	10
Financial arrangements that support a higher price .....	11
Seasonal pricing & other Considerations .....	12
Selecting a Lawyer .....	13
 <b>Advertising Your Home</b> .....	 <b>14</b>
Tips for writing an effective newspaper ad .....	15
Headlines that sell .....	16
Features and benefits .....	17
Closing phrases .....	18
Flyers .....	19
"For Sale" signs .....	20
Open house .....	21
"For Sale by Owner" advertising services .....	22
Internet Advertising .....	23
Multiple Listing Service .....	24
Real estate magazines .....	26
 <b>Selling Your Home</b>	
9 ways to attract buyers .....	27
The hard to sell home .....	28
Showing your home to get it sold .....	29
Pre-Qualifying the potential Buyer .....	30
Sample buyer pre-qualification worksheet .....	31
The sales contract .....	32
Offers from Buyers .....	35
Negotiating with Buyers .....	36
Net cash from the sale of your home .....	38
Inspections .....	39
Home warranties .....	40
The finishing details .....	41
Closing day .....	42
The settlement statement .....	43
 <b>Appendix</b> .....	 <b>47</b>
Blank Sales Contract	

Seller's Disclosure Form  
Lead Based Paint Addendum

CHECK-LIST FOR SELLING YOUR HOME

<b>PREPARE:</b>	<b>Done</b>
1. Set your asking price based on the selling price of similar homes in your neighborhood.	
2. Estimate how much cash you will get from the sale after the mortgage and other bills are paid.	
3. Decide if improvements are needed to get your asking price, and if the cost of the improvements can be justified (will that \$1000 deck add \$2000 to the selling price?).	
4. Make improvements that are justified by an increase in the sales price of your home.	
5. Prepare the Exterior of your home for viewing by prospective buyers.	
6. Prepare the Interior of your home for viewing by prospective buyers.	
7. Get a set of real estate contracts and disclosure forms (OfficeMax, Office Depot, Staples or from our Seller's Kit).	
8. Consider a Seller's Home Warranty, a form of insurance against damage to your home or other real estate while it is up for sale.	
9. Consider a professional inspection; one way to find out what a Buyer's inspector will say about your home.	
10. Arrange for a third party to hold deposits or down payments you receive from prospective buyers. A neighbor will do, but attorneys who do a lot of real estate work will often perform this "escrow" function for a nominal fee (in expectation of the larger "closing fee).	
11. Designate the days your home will be available for viewing by prospective buyers (the weekend plus one other day).	
<b>ADVERTISE:</b>	<b>Done</b>
12. Write an ad for the real estate section of your local newspaper's weekend edition.	
1. Compose an 8 1/2 x 11 inch real estate fact sheet / flyer, that describes your home, the location, the price and how to reach you. Make about 200 copies.	
1. Make or purchase a large "For Sale By Owner" sign and place it in your front yard.	

CHECK-LIST FOR SELLING YOUR HOME

1. Place a dozen 8 1/2 x 11 inch fact sheet / flyers in a transparent envelope or large zip-loc bag and attach to your "For Sale By Owner" sign.	
2. If your home is at the back of a sub-division, or far from the main streets, place directional signs at the main intersection and at corners leading to your home.	
3. Investigate other forms of real estate advertising available in your area: "By_Owner" services; Internet ads, TV ads; Real estate magazines.	
<b>SELL:</b>	<b>Done</b>
4. Plan and execute an "Open House" for prospective buyers.	
5. Post your fact sheet / flyer on neighborhood bulletin boards; distribute in shopping center parking lots.	
6. Buyer Qualification: learn to tell if a prospective buyer can afford your home.	
7. Negotiate with all serious buyers	
8. Get Buyer's signature on a contract and collect "earnest money deposit."	
1. Arrange to be at home when Buyer's inspector and appraiser come to examine your home. Smile, entertain, schmooze!!	
1. Select a real estate attorney to handle the closing (in some states the closing is hosted by an attorney for the institution providing the buyer's mortgage, but in most cases the Seller's attorney hosts the closing).	
<b>CLOSE:</b>	<b>Done</b>
25. Re-calculate your estimate of how much cash you will get from the sale after the mortgage and other bills are paid.	
1. Get a copy of the Settlement Statement at least a day before the closing. Make sure the "net cash to Seller" is near to what you estimated.	
27. Closing day: Bring your driver's license and the deed to the property. Question anything on the Settlement Statement that you don't understand.	
28. Celebrate with your family and friends.	

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## PREPARING FOR THE SALE OF YOUR HOME

### Adding Value to Your Home:

Consider the following before making improvements to the home you plan to sell:

- If the house is in poor condition, improvements can increase the sales price.
- A thousand dollars spent to improve a home that is in good condition, seldom adds a thousand dollars to its sales price.
- Nothing adds value like improvements to kitchens and bathrooms.

**Cost vs. Improvement in Sales Price:** A recent magazine survey confirms advice we've been giving for years.

<u>Improvement Project</u>	<u>\$ Added to sales price for every \$1000 spent on project</u>
Minor Kitchen remodeling	\$990
Adding a Bathroom	\$900
Major Kitchen remodeling	\$850
Adding a Family room	\$830
Adding a Deck	\$700
Replacing Windows	\$680
Replacing Siding	\$680

**Reading the table:** On average, a person who spent \$1,000 to add a bathroom, saw a \$900 increase in the price of his home. The family who spent \$1000 to add a deck, saw a \$700 increase in sales price.

Note: If you do the work yourself, and cut the cost of adding a deck to \$500, you can still expect the \$700 increase in sales price. On the other hand, shoddy looking work can detract from the value of a home.

If you plan to sell your home within a year, a thousand dollars is best spent on cosmetic touch-ups covered under "Tips for the Interior" and "Tips for the Exterior" on next two pages.

## PREPARING FOR THE SALE OF YOUR HOME

### **Tips for the Interior:**

People buy homes that appear spacious, clean and solid.

#### **Spacious:**

- Clutter and dark colors turn off most buyers. That means getting rid of everything you can live without.
- Have a garage sale to eliminate unnecessary items. Use the money you earn to put some of your bulkier possessions in storage.
- Bright lights and white walls make rooms look bigger. If you plan to paint, use white or off-white. Replace lights with higher wattage bulbs.
- Clear kitchen countertops as much as possible.
- Reduce number of items in cabinets.
- Arrange clothing neatly in each closet and reduce number of items stored on shelves and on the floor.

#### **Clean:**

- Clean and organize your basement, attic and garage.
- Clean everything - carpets included. Ask a friend to assess your efforts, especially sensitive issues such as odors.
- Wash windows and mirrors.
- Clean the oven and all appliances. Remove grease splatters and polish chrome fixtures and surfaces.
- Clean smudges, especially around doorknobs and light switches.

#### **Solid:**

- Rattles, squeaks and leaks leave the impression that house needs a lot of work. Eliminate them.
- Repair squeaking steps and wobbly banisters.
- Repair leaking roof and remove all signs of water damage: Paint over water stains and replace discolored wallpaper.
- Repair leaky faucets and pipes. Repair or clean caulking around tubs and sinks.
- Tighten loose doorknobs, light switch plates and cabinet hinges. Repair sticking doors and windows.
- Tack down all loose molding.

## PREPARING FOR THE SALE OF YOUR HOME

### **Tips for the Exterior:**

You get only one chance to make a "First Impression." Spruce up the exterior of your home to improve "curb appeal" and make buyers want to see the inside.

### **Lawn & Yard:**

A well kept lawn implies a well maintained home. Cut lawn weekly while showing your home. Rake leaves and sweep sidewalk on weekends when house is to be shown. Where possible, remove dead limbs and debris from shrubs and trees.

- Plant extra flowers for more color or spruce up landscaping with potted flowers.
- Repair fences and touch-up with paint or stain.
- Store lawn equipment, toys and other outdoor items away neatly.
- Board dog or other large pets with neighbors while showing the house
- Repaint or replace mailbox.

### **Front Entrance:**

The front entrance is a key part of the "First Impression."

- Paint, clean or stain front door. Remove old screens if they don't fit or operate properly.
- Make sure entry light and doorbell are in working order.
- Replace missing house numbers and make sure the number is visible from the street in the early evening.
- Put out a nice welcome mat and a potted plant if you have room on steps or entrance way.

### **Roof, Windows and Siding:**

Experienced home owners often ignore miss-aligned shutters, bent gutters and loose shingles (unless there is a leak), but these things jump out at first-time buyers.

- Paint and repair gutters. Repair loose shingles and flashing in roof, especially when visible from the ground.
- Paint window sashes, trim and shutters. Replace cracked window panes, and wash entire window.
- Clean and paint siding as needed. White or something very close is the best color for aluminum, wood or synthetic siding.

## PREPARING FOR THE SALE OF YOUR HOME

### Setting the Best Price - A four step approach:

- Step 1.** Estimate the True Market Value of Your Home:
- Step 2.** Consider closing fees and the amount of cash you want after the sale.
- Step 3.** Look at financial terms that might increase the selling price.
- Step 4.** Consider the time of year and how quick you need to sell.

## PREPARING FOR THE SALE OF YOUR HOME

### Setting the Best Price

#### Step 1. Estimate the True Market Value of Your Home:

Most people have a feel for the value of their home, usually based on the price they paid, the improvements they made, and prices received by neighbors who recently sold. By far, the most important determinant of price is what buyers are paying right now for similar homes in your neighborhood. Pick up 'for sale' flyers and talk to other sellers to get a feel for neighborhood prices, but use the following resources for a more precise estimate of the value of your home:

- Real estate agents
- Internet listings
- Home appraisal
- Engineer's inspection

#### **Real estate agents:**

Invited or not, **real estate agents** will call so you might as well get them to provide information.

Ask for a free "Comparative Market Analysis (CMA)." The CMA includes the selling price of comparable homes recently sold, and the asking price for homes currently on the market in your neighborhood. Doing CMAs is a normal part of an agent's job. Asking for one entails no commitment on your part.

**Internet listings:** - As an alternative to a CMA, you can find homes in your neighborhood listed for sale at real estate Web sites. Some Web sites carry the comprehensive Multiple Listing sponsored by real estate brokers, other Web sites list only homes for sale by the owner. The Multiple Listing will probably have many more homes in your neighborhood.

**Home appraisal:** - For a fee (\$250 - \$350 in the Atlanta area), you can hire a real estate appraiser to put a value on your home, based on its condition, plus past sales of comparable homes. This appraisal can be used to help justify your price when negotiating with buyers. (You can find appraisers in your local phone book.)

**Engineer's Inspection:** - If you suspect problems with the roof or other major components such as the plumbing or heating system, you can hire a professional home inspector (for \$200 - \$300) to assess the condition of your home. The engineer's written report will arm you against similar reports prepared by inspectors hired by prospective buyers.

Making repairs - You can avoid repair costs by selling your home "as is," but an "as is" property will sell for less than top dollar and may take longer to sell. We suggest making the repairs and putting the cost into the selling price.

## PREPARING FOR THE SALE OF YOUR HOME

### Setting the Best Price

#### Step 2. Consider closing fees and the amount of cash you want after the sale.

Closing Fees that should be included in your price:

- **Buyer's mortgage costs:** In some states, the Seller traditionally pays fees associated with the Buyer getting a mortgage. These fees are typically 1% to 1.5% of the mortgage amount.
- **Other Closing fees:** These include attorney fees, title search, and recording fees (see settlement statement on page 39). A good estimate is 1% to 1.5% of the sales price.
- **Real Estate Brokerage fees:** Real estate brokerage fees can easily be the Seller's biggest cost. If the Seller lists the home with a real estate agent, he can expect to pay between 6% and 7% of the purchase price. If Seller sells home on his own, but accepts a Buyer brought by a real estate agent, the Seller will usually have to pay half of the above amount or 3% to 3.5% of the purchase price. The best situation is where the Seller advertises his own home, gets his own Buyer and pays nothing to real estate agents.

The Seller can limit his costs by stipulating in the Sales Contract a maximum amount he will pay towards the Buyer's mortgage costs and Other Closing fees. Real Estate Brokerage fees are subject to a separate agreement with the real estate agent and cannot be limited in the Sales Contract. See "Net Cash from Sale" on page 32 for a calculation of how much cash you can expect after the mortgage balance and fees are subtracted from your selling price.

## PREPARING FOR THE SALE OF YOUR HOME

### Step 3. Look at financial terms that might support a higher price for your home:

- **Assumable Mortgage:** If a buyer can assume your present mortgage without having to qualify with a mortgage company, your home might sell for a higher price than a similar house without an assumable mortgage. This is especially true when the interest rate on your mortgage is lower than present market rates. Check with your mortgage company to see if your mortgage is assumable.
- **Seller Financing:** In some situations a good Buyer is temporarily unable to get a big enough mortgage to purchase your home. For example:
  - The Buyer's funds are tied up in an IRA or other long-term investment.
  - A strong Buyer has twin daughters in the last year of college.

The above buyers might pay a higher price for your home, or agree to buy your hard-to-sell home, if you finance the purchase with a Seller's mortgage, either balloon or regular.

**Balloon Mortgage:** The buyer begins by making equal monthly payments, but must pay the entire balance at the end of a short period (usually from six months to three years). This type of Seller financing gives the Buyer time to arrange a bank mortgage and repay the Seller.

**Regular Mortgage:** Usually, this is a second mortgage to cover the difference between the price of the home and what the Buyer can finance. This differs from the balloon in that the buyer makes equal, monthly payments until the mortgage is paid off.

We suggest seeing a lawyer before engaging in seller financing, but the forms for balloon and regular mortgages are available at OfficeMax, Office Depot, and other large office supply stores. Filling out the forms and having your lawyer review them should be less expensive than having your lawyer draft the documents.

**Lease with option to buy:** Use when a home proves impossible to sell because prospective Buyers can't qualify for a mortgage. Your prospective Buyer rents the home with an option to buy within six months to two years. If he exercises the option, the Buyer/renter pays a non-refundable lump-sum of 3%-5% of the purchase price to the Seller. In addition to this down payment, the Buyer/renter pays a monthly sum (usually \$50-\$300) in addition to the regular rent. This monthly sum is credited to the purchase price and is non-refundable. "Lease with option to buy" agreements are available at OfficeMax, Office Depot, Staples and other large office supply stores. They are also available at [www.audrie.com](http://www.audrie.com)

## PREPARING FOR THE SALE OF YOUR HOME

### Setting the Best Price

#### Step 4 - Seasonal Pricing & Other Considerations:

In most parts of the country few Buyers search for homes in the Fall and Winter. A seller might have to lower his selling price to get a Buyer during Fall and Winter. Home Buyers come out in droves during Spring and Summer. The abundance of Buyers allows Sellers to set higher prices during Spring and Summer.

In warm-weather regions, the above trends reverse. Buyers avoid hot summer months and do their house hunting in Fall and Winter. Sellers in warm-weather states can set higher prices in Fall and Winter.

**What's included?** You might be able to set a higher price if you include things not usually included with the sale of a home.

#### Usually Included

Dishwasher

Stove

Gas Grill

#### Not Usually Included

Refrigerator

Clothes Washer

Dryer

The general rule is that things bolted down or connected to gas pipes are included in the sale of a home.

**In a hurry to sell?** If you need to sell quickly, you may want to price your home just under the market value. If really in a hurry you might want to use a real estate broker. This will cost you 6% to 7% of the purchase price and you might still have to lower your price to get a quick sale.

#### **Dangers in overpricing your home :**

Your home may take longer to sell: - Studies show that 80% of potential buyers view a home in the first month it is on the market. If 40 people view the home in the first month, it can take up to 3 months to get another 40 to view the home. Keep the names and addresses of people with a favorable impression of your home and notify them of any price reductions by phone or mail.

Negative impression: - People may wonder why the house is on the market so long and suspect something is wrong with the home.

Appraisal problems: - If the home does not appraise for the selling price, the Seller might have to provide financing or reduce the price to close a deal.

## PREPARING FOR THE SALE OF YOUR HOME

### **Selecting a Lawyer:**

**Need for a Lawyer:** In many states and many circumstances you can sell a home without a lawyer. We recommend a lawyer for the following services:

- Acting as escrow agent to hold a down payment or earnest money deposit.
- Evaluating complicated offers from potential Buyers.
- Hosting and handling the closing, or representing you if the closing is to be handled by the lending institution's lawyer.
- Evaluating and filing Seller financed mortgages or Lease with Option to Purchase Agreements.
- Evaluating any other document that has to be filed with County or Court.

**Type of Lawyer:** You want a lawyer who handles real estate as a significant part of his or her practice. Don't hire a criminal or corporate lawyer who has never handled a real estate closing.

- Talk to neighbors and other people with "For Sale" signs; ask them about their lawyer.
- Ask a real estate agent to refer you to a lawyer.
- Check with your minister, priest, rabbi, or members of the congregation where you worship.
- The American Bar Association, [www.abanet.org/referral/home.html](http://www.abanet.org/referral/home.html) will refer you to local real estate attorneys, but,
- The Lawyers.com site, [www.lawyers.com](http://www.lawyers.com) seems the best designed to help you find a local attorney. The site is loaded with information for people seeking legal help.

**Legal fees:** The Supreme Court has ruled it illegal for bar associations to fix minimum fees, so feel free to bargain and shop for fees you can afford. Find out the fees for reading a document and giving advice concerning that document. Also find out the fees for representing you at the closing. You should get a significant discount for documents you prepare and fill out versus those the lawyer has to prepare. If the fees seem too high, find another lawyer.

## ADVERTISING THE SALE OF YOUR HOME

**Every real estate advertising campaign should include:**

- An effective newspaper ad.
- 8 1/2 x 11 inch advertising flyers.
- A "for sale" sign for the front of your home.
- An Open House.

**We discuss each of the above plus the following:**

- "For Sale by Owner" Services
- Internet Advertising
- Multiple Listing Services.
- Real Estate Magazines.

## ADVERTISING THE SALE OF YOUR HOME

### Tips for writing an effective newspaper Ad.

A good ad grabs the reader's attention with a catchy headline. Remember what motivated you to buy your home and put it in a headline:

Example:

**A Gourmet Kitchen and More!** Assume loan  
on 3 bedroom brick ranch with finished  
basement, on Cul-de-sac near schools and  
shopping. Upper Saddle River.  
\$110,000.  
Nothing like it at this price!  
800-955-5214 at any time. #2314

“A Gourmet Kitchen and More!” “Snuggle by the Fire!” “Solid as a Rock!” are all examples of catchy headlines. You can probably think of a better one for your home, but if not, the list of headlines on page 13 should include something you can use.

The body of the ad should list the features of your home that mean the most to your probable buyer. Based on the size of your home, its location and price, **make a guess as to your probable buyers**. Will they have school-age children? If so, include proximity to schools in the body of your ad. Describe features of the property which appeal to your probable buyers, rather than the entire public. The availability of a loan and a finished basement are examples of features that translate as benefits to the buyer. Use the list of features on page 14 as a checklist of what you might include in the body of your ad.

Always give the **location** of the property. Buyers are interested in specific areas, and will pass over your listing if location is omitted. Similarly, a missing **price** suggests the property is too expensive. Always include the price.

End by giving the reader a reason to call, then ask them to do it:

- “Don't let this one get away!”
- “Nothing like it at this price!”

See page 15 for a list of effective closing statements

The 800 number is a **talking ad**. Available in most areas, twenty-four hours, every day, the talking ad provides details about your property and tells prospective buyers how to reach you. This can be effective but it can also be costly. Automatic Response Technologies is one company that provides 800 number talking ads. (1-800-854-8765)

## ADVERTISING THE SALE OF YOUR HOME

**Headlines that sell** Use these phrases as headlines in your advertisements when appropriate.

<p style="text-align: center;"><b>Features of House</b></p> <p>No Steps! Tender Loving Care. Pampered. Refreshed and Rejuvenated! Brand New Smile! Buy a lifestyle! No Hassles! Change Your Life! Heat Holder! Stop Stairing Hate Hard Work! Tennis Anyone?</p> <p style="text-align: center;"><b>Setting</b></p> <p>Tucked Away... Accent on Views. Hop, Skip &amp; Jump to Beach! Sell Your Lawnmower! Beachcomber's Delight! Go Jump in the Lake! The Sounds of Silence. Urban Cowboy. Gone Fishing!</p>	<p style="text-align: center;"><b>Charm and Beauty</b></p> <p>Hey, Look Me Over! Antique Lover's Delight! Put a SMILE on Your Face! Panache! A Touch of Class! Suburban Oasis! A Golden Oldie. Star Studded Home! Quality From the Past. Looks Like a Million! Star Quality! Once in a Lifetime... Ageless Beauty. One of a Kind!</p> <p style="text-align: center;"><b>Size of House</b></p> <p>Bring Your Tape Measure! Small Wonder! Petite Retreat Room to Romp Soooo BIG!!! Growing Pains?</p>	<p style="text-align: center;"><b>Price and Value</b></p> <p>One for the Money. BIG HOME, Little Budget. The Price is Right! More for Your Money! Tired of High Prices? Econo-miser! Thrifty Thinking. Dollars and Sense. Do a Little &amp; Save a Lot! Try to Beat It Terms of Endearment. A Price to Brag About! The Price is Startling!</p> <p style="text-align: center;"><b>Miscellaneous</b></p> <p>Paint Brush Special! The Right Stuff! Born Yesterday. Privacy Plus. If You Love to Shop... How Fast Can You Move? Walk Right In! Sweet as Honey Look No Further!</p>
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ADVERTISING THE SALE OF YOUR HOME

**Features and Benefits:** Use these phrases in the body of your advertisements where appropriate.

<p style="text-align: center;"><b>Construction</b></p> <p>Frame Brick Brick and Frame Masonry Stone Stucco Cedar</p> <p style="text-align: center;"><b>Condition</b></p> <p>Remodeled Freshly Decorated Immaculate Excellent Well Kept Restored Brand New One Owner Year Built</p> <p style="text-align: center;"><b>Basement Features</b></p> <p>Finished Basement</p>	<p>Open Basement Wine Cellar Recreation Room Work Shop</p> <p style="text-align: center;"><b>Financing</b></p> <p>Assume Loan Low Assumption Owner May Carry FHA VA Reduced Price Below Appraisal Reduced Interest Rate Submit Offer</p> <p style="text-align: center;"><b>Land</b></p> <p>Corner Lot Fencing Garden Fruit Trees Manicured Lawn Automatic Sprinkler Barn Horse Facilities</p>	<p style="text-align: center;"><b>Interior Specifics</b></p> <p>No. of Rooms No. of Bedrooms No. of Bathrooms No. of Fireplaces Square Footage</p> <p style="text-align: center;"><b>Location</b></p> <p>Near Schools Near Shopping Near Public Transportation Easy Commute Quiet Street Near Tennis Courts Near Golf Course Near Country Club Near Park On Cul-de-sac</p>
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ADVERTISING THE SALE OF YOUR HOME

**Closing Phrases** Use the following phrases at the end of you advertisement when appropriate.

<p style="text-align: center;"><b>Urgency</b></p> <p>Don't let this one get away!          The perfect choice. Act now!          For the alert buyer...          Bound to sell quickly...          Tomorrow means SOLD!          Call today!          What are you waiting for?          Have it all. Call now.          Too good to last at...          Jackpot for the quick buyer          If dollars count, see this home now!          Going! Going! Gone!          Nothing like it at this price.</p> <p style="text-align: center;"><b>Desire to Own</b></p> <p>Make this lovely home yours.          Luxury you deserve.</p>	<p>Be the proud owner!          If you want the best...          Your dreams come true...          Waiting for your personal touch...          Don't compromise on quality...          To see it is to want it!          Your friends will be envious..</p> <p style="text-align: center;"><b>General</b></p> <p>Make it yours for only...          Seeing is buying!          For the opportunity of a lifestyle!          Spoil yourself.          The home you deserve!          Welcome home.          Grab the good life!</p>	<p>Waiting for you at only...          It will steal your heart at...          For the best move of your life...          Start packing!          Take the landlord off your payroll!</p> <p style="text-align: center;"><b>Investment related</b></p> <p>Bag a bargain!          Packaged to go...          Tap the potential!          A real budget pleaser at only...          A tempting value at...          A diamond in the rough at...          Priced to break the rent habit!</p>
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**Flyers :**

The 8 1/2 x 11 inch flyers is the most underrated advertising media. Whether hand-written, typed, or professionally printed, it has room for details that won't fit in a newspaper ad and it remains with the potential Buyer.

**SOLID AS A ROCK!**

1111 Some Place  
Anywhere, GA, 22222

**A Steal at Only \$100,000**

Imagine sipping your coffee while sitting in the quiet of your sunroom, nestled amongst the trees in your private backyard. Enjoy 3 spacious bedrooms, 2 full baths, a large family room for entertaining, and an eat in kitchen with plenty of cabinets. This home also features a fireplace, brick front, 2 car garage, upstairs laundry, landscaped yard with privacy fence.

For an easy appointment  
Please call Jane Doe at 333-4444

You can create flyers as good or better than our example. Just think about why you bought your home, and use our lists of headlines on page 13, feature descriptions on page 14, and closing lines on page 15, to create a flyer to highlight the best features of your home.

**Distribution:** The best flyer is useless if not distributed.

**In front of your home:** Staple a weather resistant envelope to your "for sale" sign or mail-box-post and fill it with flyers. A transparent plastic envelope is best, but a zip-lock freezer bag will work.

**Neighborhood stores:** Supermarkets, drugstores, and even restaurants often have a rack or bulletin board for real estate advertising. See **9 Ways to Attract Buyers**.

## ADVERTISING THE SALE OF YOUR HOME

### “For Sale” Signs:

**Composition basics:** Make sure your sign is large and the print bold enough to be read from the street. Don't try to include the features of the home, leave that information for your flyer. For the phone number, use reflective, stick-on letters that can be read in the evening (about 50 cents per digit at hardware stores). **Do not use magic markers!** Markers are almost impossible to read from a car at night.

Add "Agents Welcome" to your “for sale” sign and your flyers if you are open to paying 3% - 3.5% of the purchase price to a Buyer's real estate agent.

#### Where to get a "For Sale" sign:

- **Realtor:** If you listed your home with an agent, the agent should provide a professional sign, plus a water-resistant envelope or cylinder for your flyers.
- **Hardware Stores:** "For Sale By Owner" signs can usually be found at Home Depot & Lowes. Under \$3 for light-weight 15 X 19 inch signs; under \$8 for heavier stock 18 X 24 inch.
- **Hand Made:** Staples, OfficeMax and other office supply stores carry sturdy sign-boards and stick-on letters. Many homes have been sold with hand-made signs, but ten or even twenty dollars for a professional sign is a good investment if it adds to the "curb appeal" of your home.

**Flyers should complement your “For Sale” sign:** The "For Sale" sign announces your home is for sale, but it is the 8 1/2 x 11 inch flyer that describes the features of the home, price and details like your willingness to pay the real estate agent who brings a Buyer.

**Envelope for Flyers:** Staple a weather resistant envelope to your lawn-sign or mail-box-post and fill it with flyers. A transparent plastic envelope is best, but a zip-lock freezer bag will work. Passing drivers are more likely to call if they have your flyer rather than just a phone number.

**Directional Signs:** If your house is on a quiet street with little passing traffic, consider small, directional signs leading in from the main street. These can be "hand-drawn" and stapled to sticks driven into the ground. Some communities periodically remove these signs, so check them weekly and be prepared to replace them. Plastic directional signs are available at Home Depot and other home supply stores for under a dollar each.

## ADVERTISING THE SALE OF YOUR HOME

### Open House:

After preparing your home for showing, an Open House is a great way to kick off your sales campaign. Hold your Open House on a Sunday or Saturday afternoon. Sunday is usually better than Saturday and 2 - 5 PM is the best time. Check the calendar to make sure your Open House is not competing with the Football Playoffs, the World Series, college basketball's Final Four, or major religious observances.

Advertise in your local paper, but make a special effort to tell the neighborhood. Neighbors are the best promoters of living in the area, and some of their friends are prospective buyers. Put flyers in mail boxes for blocks around your house.

Put up an Open House sign in your front yard. Attach balloons to draw special attention to your yard sign. If you are on an extra-quiet street, place directional signs at corners of main streets.

Don't go overboard with the refreshments. Cookies and punch are fine. Freshly baked cookies or bread is a good improvement - the aroma fills the house and creates a wonderful atmosphere.

Be sure to have:

**A guest book:** get the name and address of everyone who attends. Make notes, jot down positive impressions and comments and make sure you can get back to people who show interest. This becomes important if you lower your price or change terms later on.

**Blank sales contracts** in case someone wants to buy your home. Real estate sales contracts can be purchased at Office Depot, Staples and other major office supply stores, or downloaded to your computer from [www.audrie.com](http://www.audrie.com)

**8 1/2 x 11 inch Flyers:** Fact-sheets describing your home, listing your price and how to reach you. Every guest should leave with an 8 1/2 x 11 inch real estate flyer.

**Show time:** Anyone can show his or her home, but if you are truly reclusive, hire a gregarious relative or friend to help with the hosting.

**Innocent Questions:** Slip these into the conversation while showing the house.

- “Are you planning on buying within the next two or three months ?”
- “Have you applied for a mortgage ?”

People who respond with a “yes” to either question are serious buyers. Make sure you get addresses and phone numbers for your guest book.

## ADVERTISING THE SALE OF YOUR HOME

### "For Sale By Owner" Advertising Services:

High real estate fees have promoted organizations geared to people selling their own homes.

Two examples are:

- BUY Owner - Real estate advertising service
- HomeQuest - Real estate specialists

Both organizations offer packages of services for a fixed price of \$1200 to \$1600 (considerably less than the standard real estate fee of 7% of the sales price, or \$7000 for a \$100,000 home). The typical package includes the following services.

- "For Sale by Owner" sign and flyers
- Ads in a local newspaper (4 weekends)
- Ad in a Real Estate Magazine (1/4 page)
- Internet Listing (3 months exposure)
- Television program (extra cost)

### **Other Services**

- Help set sales price
- Handle telephone inquiries
- Help prepare your sales contract
- Hold buyer's earnest money deposit
- Pre-qualify your prospective Buyers
- Tips for showing your home
- Termite inspection

**Internet:** The value of these Internet listings is limited because the Web sites have few homes compared to the million and a half homes listed by Real Estate Brokers in their Multiple Listing. For a flat fee of about \$600, the above organizations will put your home in the regular **Multiple Listing**.

**Pro:** Real estate agents will see your listing and bring pre-qualified buyers

**Con:** You will have to pay the agent at least 3% of the selling price (still a lot better than 7%).

**Television:** Typically a local access cable channel, several times a day. The TV program consists of a series of ads, each a still photograph with text, and a voice-over reading the text and announcing contact phone numbers.

Call your local access cable channel if you are interested in TV ads, but if you have lived in your area for more than a year and never saw TV real estate ads, don't pay much more than you would pay for a newspaper ad.

The number of Web sites that list homes for sale by owners has grown to over a thousand. This appears to be the real estate advertising medium of the future. The only drawback is buyer frustration at the relatively few homes listed in any one area.

## ADVERTISING THE SALE OF YOUR HOME

### **Internet Advertising:**

The number of Web sites that list homes for sale by owners has grown to over a thousand. This appears to be the real estate advertising medium of the future. The only drawback is buyer frustration at the relatively few homes listed in any one area.

The offerings range from simple descriptive text to four-picture layouts and complete marketing packages

#### **Some Web sites that will list your home**

BY OWNER SALES

[www.byownersales.com](http://www.byownersales.com)

NO BROKER NETWORK

[www.nobrokernetwork.com/sellers/index.html](http://www.nobrokernetwork.com/sellers/index.html)

4SALE-BY OWNERS

[www.4sale-byowners.com](http://www.4sale-byowners.com)

[Homes4sbo.com](http://Homes4sbo.com)

[Homepresenter.com](http://Homepresenter.com)

[Privateforsale.com](http://Privateforsale.com)

#### **Sample Offerings\***

3 months - no pictures - \$29

12 months - 4 pictures - \$99

Marketing package - \$135

- 4 pictures until home is sold

- "For sale" yard sign

- toll free contact phone

- book of advice for sellers

Single picture - \$15

1 picture - \$35 until sold

5 pictures - \$70 until sold

Free

Real video tour - \$250

### **Best about Internet Ads**

Buyers looking for a bargain want to find homes for sale by owner. The Internet shopper is well informed when she comes to see your home. She is likely to be a serious buyer.

### **Some early concerns**

Buyers looking for a bargain expect you to sell your home 5-6% below value because you are not paying a Real Estate Broker. Most Internet sites still have few homes listed in any one area.

\* Offerings and prices are subject to constant change. Visit the site before making a decision.

## ADVERTISING THE SALE OF YOUR HOME

### **Multiple Listing Service:**

Maintained by real estate associations in all fifty states, the Multiple Listing is, by far, the largest list of homes for sale. In exchange for your agreement to pay up to 7% of the selling price, your local real estate agent will "list" your home in the Multiple Listing, making it available to all other real estate agents plus prospective Buyers on the Internet.

#### **Example of fees for a \$100,000 home:**

Selling Price	\$100,000
Mortgage balance	<u>85,000</u>
Net	\$ 15,000
Real estate fee (includes Multiple Listing Service)	7,000
Closing costs	<u>2,000</u>
Cash to Seller	\$ 6,000

In the above example the seller pays \$7,000 in real estate fees ( 7%). For this \$7,000 commission, the real estate agent:

- Placed the home in the Multiple Listing
- Provided yard signs and flyers
- Advertised the home
- Promoted the home among other real estate agents
- Negotiates with the buyer's agent

The Multiple Listing Service is effective because most Buyers use real estate agents, and real estate agents use the Multiple Listing as their main tool to find properties for their buyers.

#### **List your home when cost is not a major factor:**

- Your employer is paying re-location costs.
- You have moved out-of-town and need someone to show your house.
- You are in a hurry to sell.

**Don't accept the standard 7% fee.** In most areas you can get the agent to agree to 6.5% or 6%, or even lower for an expensive home.

## ADVERTISING THE SALE OF YOUR HOME

**Other Options :** Seller revolt against high fees has given life to organizations willing to put your home in the Multiple Listing for a flat fee. In Wisconsin, Homes4sbo.com will put a home in the local Multiple Listing for about \$600.

### Example

Selling Price		\$100,000
Mortgage bal.		<u>85,000</u>
Net		\$ 15,000
Real estate fees		
Homes4sbo	600	
Buyer's agent	3,500	
Total	4,100	4,100
Closing costs		<u>2,000</u>
Seller gets:		\$ 8,900

In the above example, you would still have to pay \$3,500 to the agent who brought you a buyer (Buyer's agent) plus the \$600 to Homes4sbo.com. In effect, Homes4sbo.com reduces your real estate fees from \$7,000 on the prior page to \$4,100, for a savings of \$2,900.

**HomeQuest** is another organization that will put a home in the Multiple Listing for a flat fee. Check your area for similar organizations.

## ADVERTISING THE SALE OF YOUR HOME

### **Real Estate Magazines:**

Real Estate Magazines or Guides are distributed free, at malls, supermarkets and large drugstores. The advertising format is similar to a newspaper, but almost always includes a picture of the property. Make sure pictures of your property are taken in the best possible light. Photographs in the evenings or on cloudy days are acceptable only if you have things to hide.

A Gourmet Kitchen and More! Assume loan on 3 bedroom brick ranch with finished basement, on Cul-de-sac near schools and shopping. Upper Saddle River. \$110,000.



Nothing like it at this price! 800-955-5214 at any time. #2314

Magazines distributed by Brokerage networks like Coldwell Banker are exclusively for their clients. Check for local magazines that accept advertising from owners.

**BUYOwner** and **HomeQuest** bundle their magazines with newspaper, TV and Internet advertising for between \$1200 and \$1600 for six weeks of exposure.

An 800 number, talking ad is as effective in a magazine as in newspapers. The talking ad identifies your property by its multi-digit number, provides details and tells prospective buyers how to reach you. Automatic Response Technologies is one company that provides 800 number talking ads. (1-800-854-8765)

## SELLING YOUR HOME

## **9 Ways to Attract Buyers:**

After putting up your "For Sale" sign, and writing your ad for the local newspaper, try some of the following:

- Print 8 1/2 by 11 inch flyers highlighting the features of your home, the price and how to reach you to see the property.
- Send or deliver the flyers to 100 neighbors, 100 business associates, and 100 relatives.
- Post a flyer with 'tear offs' at 10 local supermarkets. Find out the day of the week the bulletin board is cleared, and replace each week.
- Put a flyer on 100 cars in the supermarket.
- Put a flyer on 200 cars in local apartment complexes.
- Rent a pager and use the pager number as the contact number for your signs and flyers, so that people can always reach you about seeing the home.
- Rent an 800# for a "talking ad" for your home. Prepare a script describing the features of the home including price; use a woman's voice if possible. End message by giving your pager number. Automatic Response Technologies is one company that provides 800 number talking ads. (1-800-854-8765)
- Include your 800 number on your "For Sale" sign - "Call 800-###-#### to hear a Talking Ad."
- Pre-qualify your best prospects to make sure they can afford your home.
- Use a guest register to sign in prospective buyers. Follow up with these buyers for feedback or to inform them of any price reductions.

## SELLING YOUR HOME

### **The Hard to Sell Home:**

The quickest ways to move a hard-to-sell home are:

1. Reduce the Price
2. Provide Seller Financing
3. Offer a Lease/With Option to Buy

**Reduce the Price:** Reducing the price is easy to do. It is effective, but it is expensive. Before reducing the price you might consider the following.

**Seller Financing:** In some situations a good Buyer is temporarily unable to get a big enough mortgage to purchase your home. For example:

- The Buyer's funds are tied up in an IRA or other long-term investment.
- A strong Buyer has twin daughters in the last years of college.

The above buyers might pay a higher price for your home, or agree to buy your hard-to-sell home, if you finance the purchase with a Seller's mortgage, either balloon or regular. (The following paragraphs are reprinted from a previous page)

**Balloon Mortgage:** The buyer begins by making equal monthly payments, but must pay the entire balance at the end of a short period (usually from six months to three years). This type of Seller financing gives the Buyer time to arrange a bank mortgage and repay the Seller.

**Regular Mortgage:** Usually, this is a second mortgage to cover the difference between the price of the home and what the Buyer can finance. This differs from the balloon in that the buyer makes equal, monthly payments until the mortgage is paid off.

We suggest seeing a lawyer before engaging in seller financing, but the forms for balloon and regular mortgages are available at OfficeMax, Office Depot, and other large office supply stores. Filling out the forms and having your lawyer review them should be less expensive than having your lawyer draft the documents.

**Lease with Option to Buy:** Use when a home proves impossible to sell because prospective Buyers can't qualify for a mortgage. Your prospective Buyer rents the home with an option to buy within six months to two years. If he exercises the option, the Buyer/renter pays a non-refundable lump-sum of 3%-5% of the purchase price to the Seller. In addition to this down payment, the Buyer/renter pays a monthly sum (usually \$50-\$300) in addition to the regular rent. This monthly sum is credited to the purchase price and is also non-refundable.

**Make Repairs:** If none of the above gets you a Buyer, you might have to consider adding value by making major repairs or at least cosmetic changes to make the property more attractive.

## SELLING YOUR HOME

### **Showing Your Home to Get it Sold:**

Visit a builder's model home and take note of their techniques. They appeal to the senses by making the home as light, cheerful and serene as possible. "Easy in a model home," you might say, but here are some tips that can be applied to any home:

**Space:** Open blinds and curtains and turn on all lights to make the place look open and large. Make sure this includes the dining room chandelier, living-room lamps, foyer chandelier and any other entrance lights.

Buyers sometimes have a hard time picturing themselves in a house that is filled with too many pictures of others, so remove personal or family photographs from walls, bookshelves and mantles. Sparsely decorated walls also give the illusion of larger space. Replace pictures with plants or fresh flowers. Fresh flowers on the kitchen table or counter top also adds appeal.

**Aromas:** Bake bread or cookies, or boil cinnamon sticks in water on the stove to give your home a welcoming aroma. Set out bowls of potpourri in the bedrooms and bathrooms. Put out fresh towels and new soap in bathrooms.

Keep pet areas especially clean and free of odor. Put the pets away, and if possible, arrange to have them out of the house. Some people are allergic or just afraid of animals.

**Eliminate Distractions:** This might sound mean, but children can be distractions, have them visit a neighbor. Turn off the television. If you're using an agent, arrange to be out of the house so buyers can feel free to open closets and cabinets and discuss their observations.

When showing the house yourself don't apologize for the appearance; it will only draw attention to something the buyer may have overlooked.

**Availability:** Limit showings to the weekend and perhaps another day during the week. With this arrangement you can realistically have the house looking its best for prospective buyers.

## SELLING YOUR HOME

### **Pre-Qualifying the Potential Buyer:**

Never enter a contract with a buyer who can't get a mortgage. In the worst case, your home is tied up for months while a buyer with poor credit shops for a mortgage.

### **Definitions:**

- **Pre-Qualified** - An unofficial estimate of the size mortgage a Buyer can afford (hopefully big enough to purchase your home).
- **Pre-Approved** - A lending institution has processed the Buyer's loan application and approved a specific mortgage amount.

A good real estate agent will pre-qualify buyers before showing them your home. If you are not using a real estate agent, use the following resources to get your potential buyers pre-qualified:

- Local Mortgage Brokers
- Internet Mortgage Services
- Pre-Qualification Worksheet

**Local Mortgage Broker:** Your past mortgage broker or one referred by a friend would be happy to help you pre-qualify a buyer. If you've lost track of your mortgage broker, <http://www.mortgageinfo.com/> will refer you to a mortgage broker in your area.

**Internet Mortgage Services:** <http://www.eloan.com/> and <http://www.homes shark.com/> will let your buyer apply for a loan and pre-qualify on-line. <http://www.QuickenMortgage.com/> will even let your buyer print a pre-qualification letter from their site. While at your home, the potential buyer can sign-on and find out how much he can borrow.

**Pre-Qualification Worksheet (next page):** This requires sitting with your prospective buyer and getting two simple, but sensitive pieces of information: income and present debts. Don't be embarrassed, people answer these questions whenever they make large purchases.

Once you have annual income and monthly long term debt, the qualification worksheet takes you through four simple steps to estimate how big a mortgage the prospective buyer can afford.

**Sample Buyer Pre-Qualification Worksheet**  
Buyer's Estimated Price Range

**Information supplied by Buyer:**

A. Gross Annual Income		\$ 48,000
(Before Taxes)		
B. Monthly Long Term Obligations		
Automobile	\$ 200	
Alimony / Child support	\$ 100	
Credit Cards	\$ _____	
Student loan	\$ 50	
Other	\$ _____	
Other	\$ _____	
Total Long Term	\$ 350	\$ 350

**Calculations based on above information:**

C. Gross Monthly income		\$ 4,000
(Line A divided by 12)		
D. Monthly Allowable Housing Expense <b>plus</b> Long Term Obligations		\$ 1,440
( Line C multiplied by .36)		
E. Monthly Allowable Housing Expense		
E1. Line D minus line B	\$ 1,090	
E2. Line C multiplied by .28	\$ 1,120	
Line E1 or E2, whichever is less		\$ 1,090
F. Monthly Principal and Interest		\$ 872
( Line E multiplied by .80)		
G. Estimated 30 year Mortgage Amount (at 7.0% interest)		\$ 130,149
(Line F divided by Factor corresponding to Interest Rate)		
<u>Interest Rate</u> <u>Factor</u>		
6.0%    .0060		
6.5%    .0063		
7.0%    .0067 ***		
7.5%    .0070		
8.0%    .0074		
8.5%    .0077		
9.5%    .0080		

H. Estimated Affordable Price Range (at 10% down)	\$ 144,610
(Line G divided by Factor corresponding to Down Payment %)	

<u>Down Payment %</u>	<u>Factor</u>
3%	.97
5%	.95
10%	.90 ***
15%	.85
20%	.80

**This prospective Buyer should not be considered for a home priced above \$145,000.**



**The Sales Contract (continued):**

4. RESTRICTIONS, EASEMENTS, LIMITATIONS. The buyer shall take title subject to: (1) Zoning, restrictions and requirements imposed by government authority, (2) Restrictions and controls appearing on the plat or common to the subdivision, (3) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (4) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (5) Other: None  
Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

Most homes won't have "Other" special restrictions, easements or limitations. If you do have a unique restriction, write it in the space provided.

7. GENERAL INSPECTION. The Buyer or his agent may inspect premises of the property at least 15 days prior to closing. Inspection may include appliances, heat and air conditioning systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for necessary repairs. Within 72 hours before closing, buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order.

The above is usually followed by a Roof Inspection, and Termite Inspection clause, each requiring the Seller to pay for the repair of any damages. One way to avoid charges arising from inspections is to stipulate that the property is being sold "As Is." This can be written in under Special Clauses.

18. CLOSING DAY. This contract shall be closed and deed and possession shall be delivered on or before the Fifth day of July, 2000 (year), unless extended by other provisions of this contract.

Closing is usually 30 to 45 days from signing of the contract, but can be set to coincide with your moving plans.

22. **RADON GAS DISCLOSURE.** As required by law, the Seller makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in N/A. Contact your county public health unit for additional information regarding radon and radon testing.

Write in the name of your town if radon levels higher than federal standards have been found in buildings in your town, otherwise, write "N/A" or leave this section blank.

**SPECIAL CLAUSES.** All parties agree that the Property is being sold "as is," with all faults including lead-based paint and lead-based paint hazards. The seller shall have no obligation to make repairs to the Property.

Anything written in under "Special Clauses" supercedes the printed provisions of the contract. Although we don't usually suggest selling "As Is," our example is a hand-written clause to sell the home "As Is."

Note: See an attorney for advice on writing special clauses. This web site is not intended to give legal advice.

## **The Sales Contract (continued):**

COMMISSION TO BROKER. The Seller hereby recognizes  Coldwell Banker  as the broker in this transaction, and agrees to pay as commission  7  % of the gross sales price, the sum of  seven thousand  Dollars ( \$ 7,000 )

This is what you want to avoid: By selling your home without a real estate broker, you can leave this section blank and save up to seven percent of the sales price, (\$7,000 in this example of a \$100,000 home).

### **Where to get sales contracts:**

Under \$5 at Office Depot, OfficeMax, Staples and other office supply stores. Ask for "Agreement to Sell Real Estate."

(To be valid in all 50 states, these forms include clauses to handle regional issues like termite inspections, necessary in south-eastern states but not a concern in Alaska.)

Free from your neighborhood real estate agent.

(In most states, a Board of Realtors publishes a contract and makes it available through real estate brokers. Referred to as the "state" sales contract, it is a favorite of real estate lawyers because they know it so well they only need to look for changes. This is a more complex document, loaded with commission splits, and mortgage details more helpful to the realtor than to the Seller and Buyer.)

### **Other forms required with the sales contract:**

- Seller's Disclosure Form; a check-off list where the seller indicates known problems with the property.
- Lead Based Paint Addendum for homes built prior to 1978.

A copy of each is included in the appendix.

## SELLING YOUR HOME

### **Offers From Buyers:**

An Offer is a sales contract prepared by the buyer. Once seller and buyer sign the offer, it becomes a legal and binding contract.

Make sure you understand **SPECIAL CLAUSES** written in above the signature block. This is where the buyer makes non-standard demands, asks you to pay portions of his costs or demands you move by a specified date.

### **Things to watch for:**

- Purchase contingent on sale of buyer's home.
- Excessive time for buyer to get financing.
- Low earnest money deposit.
- Penalty if seller can't move by specified date.
- Requirement for seller to pay buyer's mortgage costs

### **Make Sure:**

- Buyer has been pre-approved or at least pre-qualified for a mortgage big enough to buy your home.
- Do not sign the offer until the Buyer has been pre-qualified.

### **After reviewing the offer, you have several options:**

- Accept the offer as is. In most cases, you simply sign the offer, but in some states you sign a binder, which is a more detailed contract.
- Make a counter-offer. Cross out unacceptable terms on the offer, or fill out your own contract, and specify the terms you want.
- Reject the offer.

If the offered price is less than what you wanted, look at the offer as a whole. There may be terms that counterbalance the lower price (i.e.: fast closing, buyer paying their own closing costs, etc.) . Be prepared to split the difference if you and the buyer come within \$1000 of each other.

The buyer should provide at least \$500 in earnest money. Some people won't sign an offer until an earnest money check has been made out to them, but if you judge the prospective Buyer to be serious, you may forego the earnest money. The earnest money check is made out to you and held by a third party (your attorney, the buyer's real estate agent, or whomever you stipulate in an escrow agreement). This check is yours to keep if the buyer defaults on the contract.

Once you have signed an offer, you may still accept a backup offer, as long as you make sure the backup buyer understands the house is under contract, and his contract is second in line.

## SELLING YOUR HOME

### **Negotiating with Buyers:**

Americans are conditioned to pay the posted price for everything from apples to televisions. We seldom bargain until it gets to things that really matter: our automobiles and our homes.

**The Good News:** Unlike foreigners who hone negotiating skills at every visit to the butcher, American buyers are generally poor negotiators.

### **The Bad News:**

We get emotional and walk away when you characterize our offer as "ridiculous."

### **More Bad News:**

Your own emotions can easily kill a good deal. It is hard to smile when the Buyer plots to mow down a garden you slaved over.

## **Some Rules:**

### **Establish Trust.**

- Be sensitive: avoid responses that may offend, (even when the buyer plots to mow down your prize azaleas).
- Tell the truth: If the Buyer notices water marks on the attic ceiling, blaming it on condensation can destroy your credibility in future negotiations.

### **Don't waste time with Buyers who can't afford your home.**

- If you want \$110,000 and the prospective Buyer qualifies for no more than a \$50,000 mortgage, forget her unless she has \$55,000 to \$60,000 cash in the bank.

### **Consider every serious offer.**

- Engage the Buyer in negotiations. Talk to him / her / them !
- If the Buyer offered \$10,000 less than your asking price, get an explanation !
  - Did the Buyer check the prices of comparable homes ?
  - Is there a perceived defect in the property ?
  - What is the basis of the low offer ?

### **Always make a counteroffer.**

Let the Buyer know you have considered her position  
Reduce your asking price by a small amount.  
Explain your calculation of comparable home prices in your neighborhood.  
Discuss perceived defects in the property

## SELLING YOUR HOME

### **Negotiating with Buyers:**

If the Buyer believes he will have to replace the roof, let him have the roof inspected at his expense.

If there is a problem, offer to reduce your price by a portion of the repair cost.

### **Be Objective about the cost of holding out.**

- If you are paying \$1,000 per month to keep the property, selling for \$2,000 below your asking price might be better than holding out for two months.

### **Remember that price is not the only negotiating point**

- How is price to be paid ? (The standard all cash at closing is best for the Seller, if the Buyer needs extra time beyond closing, she should pay a higher price.)
- Who pays what part of the closing costs ? (Seller can lower price by 2% - 3% if Buyer agrees to pay closing costs.)
- Terms of financing: (asking price can be firm if Seller provides the financing)
- Time and date of closing
- Date of possession
- Contingencies and penalties
  - The Seller might not want to close until she finds another home.
  - The Buyer might not be able to close until he sells his current home.
  - Completed building inspection. \*
  - Mortgage approval. \*

\* Building inspections and mortgage acceptance are the top deal breakers !

## SELLING YOUR HOME

### **Net Cash From the Sale of Your Home:**

Estimate net proceeds from the sale of your home by starting with the purchase price, and subtracting amounts you will have to pay at or before the closing. These amounts are grouped below as:

- Known Costs
- Estimated Closing Costs
- Other Potential cost

Below, are typical amounts based on a \$100,000 house.

Start with the estimated sales price: \$100,000 (A)

**Known Costs.** These are, by far, the largest costs.

Your mortgage holder can tell you the amount needed to pay off the mortgage, plus any prepayment penalty.

Amount to pay off present mortgage:	\$81,000	
Real estate commissions:	3,500	
Prepayment penalty on mortgage (if any):	0	
Unpaid property taxes (if any):	0	
Subtotal	\$84,500	-84,500 (B)

**Estimated Closing Costs.** Closing costs include attorney fees and recording fees and are detailed on the second page of the Settlement Statement. A good estimate for this group is 2.5% to 3% of the purchase price.

-2,500 (C)

**Other Potential Costs:**

Buyer's Home Warranty:	\$300	
Repairs for termite or roof damage:	0	
Subtotal:	\$300	<u>-300 (D)</u>

**Net Cash to Seller:** \$12,700

A-(B+C+D)

## SELLING YOUR HOME

### **Inspections:**

Standard real estate sales contracts give the Buyer the right to conduct several inspections of the property.

#### **General Inspection.**

The Seller is obligated to repair major appliances, heating, plumbing, air-conditioning and electrical systems, and keep them in working order until the closing.

#### **Roof Inspection.**

The Seller may be obligated to spend up to 3% of purchase price to repair leaks or other damage to the roof. This is especially important in areas with heavy snows.

#### **Termite Inspection.**

In some states, the Seller must provide the Buyer with a letter guaranteeing that the home is free of termites. This letter must be provided by a licensed pest control company. The cost is usually between \$50 and \$75 assuming there is no infestation. Any infestation must be corrected before closing.

In other states, the Buyer pays for the inspection, and the Seller is obligated to spend up to 3% of purchase price to repair any termite damage.

Most contracts specify a time limit for inspections. If the inspections are not completed by this date, the Buyer forfeits his right to the inspection. If the inspections are completed in time, a report is forwarded to the Seller.

#### **If concerned about inspection problems:**

- Hire your own inspector. For about \$200 you can get a written report on the condition of your home. Problems identified by your inspector can often be repaired at a lower cost than after they are pointed out by the Buyer's inspector.
- Sell the home "as is." The Seller can stipulate in the Sales Contract that the home is being sold "as is." This usually requires the Seller to accept a lower price on the property.

## SELLING YOUR HOME

### **Home Warranty:**

A home warranty is a form of short term insurance to cover major appliances and systems while the home is for sale. Builders always offer home warranties with new homes. We recommend warranties for older homes as an inexpensive way to make prospective buyers feel comfortable with the age of appliances, plumbing, etc.

If you buy a Seller's warranty: **Advertise the fact !**

**Seller's Warranty:** Paid for by the Seller. Cost: \$300 - \$400. Insurance to cover following items while home is for sale.

- Major appliances
- The plumbing system
- Electrical system
- Heating and air conditioning

Will repair or replace the above (with a deductible of \$50-\$60).

**Buyer's Warranty:** Paid for by the Buyer. Cost: \$300 - \$400. Covers same items as a Seller's Warranty, but starts on day of closing and lasts for a full year.

**Companies providing Warranties:** American Home Shield, 2-10 Warranty, R. S. Andrews. A complete list of home warranty companies can be found at <http://www.mortgageinfo.com/>

## SELLING YOUR HOME

### **The Finishing Details:**

Events between signing a sales contract and the closing day.

- **Appraisal:** The buyer's lender will send an appraiser to determine the value of your home. If the appraised value is below the agreed sale price, the lender will not provide a mortgage. You can avoid this deal-killing problem by hiring your own appraiser during the price-setting process (\$250 - \$350 in the Atlanta area).
- **Surveyor:** Some lenders will send a surveyor to determine the boundaries of your property.
- **Inspectors:** Under the sales contract, the buyer can order several inspections at his own expense.
  - Termite inspection
  - Roof inspection
  - General inspection.

The seller is often obligated to pay up to 3% of the sales price to repair damages found in the above inspections. Check the contract terms.

### **Things the Seller needs to do:**

- Make repairs as agreed in the contract so the buyer can make a final inspection before closing.
- Notify your lender that you will be paying off your mortgage and ask for a statement of the remaining balance.
- Gather all warranties and instruction books for your home's appliances and systems to give to buyer at closing.
- Once closing has been scheduled, notify utility, telephone, water, trash and other services to advise them of your final billing date.
- Get a copy of the settlement statement from the closing attorney prior to the closing date. Review it and question anything you don't understand. Pay special attention to the amount of "Cash due to the Seller." This number should be within a few hundred dollars of the amount you calculated on your net to seller worksheet.

## **SELLING YOUR HOME**

### **Closing Day:**

On closing day, the closing attorney will:

- Collect all monies
- Transfer the deed to the Buyer
- Pay outstanding taxes and utility bills
- Pay himself and all other closing fees
- Give all remaining monies to the Seller

The closing date is typically 30 to 45 days from when the Seller and Buyer agree to terms and sign a sales contract. In most states the closing is hosted by the Seller's attorney. In others, the lender's attorney handles the closing with Seller and Buyer seldom having their own attorneys.

The closing attorney will prepare a Settlement Statement detailing:

### **Monies Received**

- Lending institution check for the new mortgage amount
- Buyer's check for the down payment
- Buyer's earnest money deposit

Together, the above should at least equal the agreed selling price.

### **Monies Paid out.**

- Outstanding balance on the seller's current mortgage
- Fees to real estate agents, if any
- Closing costs (see Settlement Statement).
- Cash to the Seller.

Be sure to bring your driver's license or other proof of identity. Also, bring the deed which will be transferred to the buyer, and a termite letter if one is required in your state..

Often there is money left over in your mortgage escrow account. You will not receive this money at closing, but a check will be sent to you some time after closing.

## SELLING YOUR HOME

### **Settlement Statement:**

Filled with unfamiliar terms and lots of numbers, the settlement statement looks confusing to most people. No need to worry. Take a few minutes and you'll see it as just a listing of funds paid by the Buyer and Seller.

The settlement statement refers to the Buyer as the "Borrower" because the Buyer is the one taking out a mortgage. His transactions are listed on the left side of the statement and the Seller's transactions are listed on the right side. Below are boxed sections from a settlement statement plus our comments in italics. This example is based on home with a sales price of \$90,000.

*The top of the statement summarizes the amounts the Borrower (Buyer) must pay, and the amount the Seller should receive. In both cases this includes the sales price of the home, plus any personal property, such as furniture, included in the sale. In the case of the Borrower, the summary includes total settlement charges (closing costs) assessed to the Borrower and detailed on the 2nd page of the statement.*

<b>Summary of Borrower's Transaction</b>		<b>Summary of Seller's Transaction</b>	
Sales Price	\$90,000	Sales Price	\$90,000
Personal Property	\$ 0	Personal Property	\$ 0
Settlement Charges to Borrower	\$ 978		

*Taxes and assessments already paid by the Seller are added as adjustments to both the Borrower's (Buyer's) side and the Seller's side.*

<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
Taxes	\$ 425	Taxes	\$ 425
Assessments	\$ 0	Assessments	\$ 0
Gross Amount Due From Borrower	\$91,403	Gross Amount Due to Seller	\$90,425

*The next two sections list monies paid on behalf of the Borrower, and monies to be paid by the Seller at the closing ("Reductions in Amount Due To Seller")*

<b>Paid By Or In Behalf of Borrower</b>		<b>Reductions in Amount Due To Seller</b>	
Earnest money deposit	\$ 1,000	Settlement Charges	\$ 2,500
Principal amount of loan (mortgage)	\$81,000	Payoff of first mortgage	\$67,800
		Payoff of 2nd mortgage	\$ 0

**Settlement Statement (continued):**

*Taxes and assessments due, but not paid by the Seller, are added to amounts paid by Borrower (because he inherits the liability), and also added as a reduction in amount due to the Seller.*

<b>Adjustments for items unpaid by Seller</b>		<b>Adjustments for items unpaid by Seller</b>	
Taxes	\$ 0	Taxes	\$ 0
Assessments	\$ 0	Assessments	\$ 0
Total Paid By/For Borrower	\$82,000	Total Reduction to Seller	\$70,300

*The bottom sections of the statement list total cash due from Borrower (Buyer) and total cash due to the Seller.*

<b>Cash at Settlement From Borrower</b>		<b>Cash at Settlement To Seller</b>	
Gross amount due from Borrower	\$91,403	Gross amount due to Seller	\$90,425
Less amounts paid by Borrower	\$82,000	Less reductions to Seller	\$70,300
<b>Cash From Borrower</b>	\$ 9,403	<b>Cash To Seller</b>	\$20,125

"Cash To Seller" should be within a few hundred dollars of what was calculated on your "Net to Seller Worksheet".

"Cash From Borrower" is the amount of the certified check Buyer must provide at the closing .

## SELLING YOUR HOME

### **2nd Page of Settlement Statement:**

The second page assigns settlement charges to the Borrower (Buyer), or the Seller. Totals from Borrower's column, and Seller's column, are carried to the first page as "Settlement Charges to the Borrower" and "Settlement Charges to Seller."

### **L. Settlement Charges**

*Real estate commissions, listed at the top of the page, are normally charged to the seller. In this case, the Seller did Not use a real estate agent, so the charge is zero.*

<b>Total Sales / Broker's Commission</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Commission paid at Settlement		\$ 0

*The second group of charges relates to the cost of processing a mortgage, new or assumed. These charges are assigned to the Borrower or the Seller based on what was agreed in the Sales Contract. In this case the Seller had agreed to pay the mortgage fees.*

<b>Items Payable in Connection With Loan</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Loan origination Fee	\$ 0	\$ 900
Appraisal Fee	\$ 0	\$ 250
Lender's Inspection Fee		
Assumption Fee		
Underwriting Fees	\$ 0	\$ 420

*Items the mortgage lender requires to be paid in advance are grouped next. These are usually charges to the Borrower.*

<b>Items Required by Lender to be Paid in Advance</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Interest	\$ 25	\$ 0
Mortgage Insurance Premium	\$ 0	\$ 0
Hazard Insurance Premium	\$ 300	\$ 0

*The final group of mortgage related charges are the reserves deposited with the mortgage lender to set up an escrow account. Funds in the escrow account are used by the lender to pay things such as property taxes for the Borrower / Buyer. They are charged to the Borrower.*

<b>Reserves Deposited With Lender</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Hazard Insurance	\$ 60	\$ 0
Mortgage Insurance	\$ 0	\$ 0
Property Tax	\$ 468	\$ 0
Annual Assessments	\$ 0	\$ 0

SELLING YOUR HOME

**2nd Page of Settlement Statement (continued):**

*Fees to establish and guarantee the legitimacy of the title are grouped and assigned to Borrower and Seller based on agreements in the sales contract.*

<b>Title Charges</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Title Search	\$ 0	\$ 150
Title Insurance	\$ 0	\$ 295
Document Preparation	\$ 0	\$ 125
Notary Fees	\$ 0	\$ 0
Attorney Fees	\$ 0	\$ 250

*Government recording and transfer charges are grouped near the bottom of the page.*

<b>Government</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Recording Fees	\$ 0	\$ 25
Tax & Stamps	\$ 0	\$ 50

The last group of charges is a miscellaneous category.

<b>Additional Settlement Charges</b>	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>
Survey	\$ 0	\$ 0
Pest Inspection	\$ 125	\$ 0
Courier Service	\$ 0	\$ 35

<b>Total Settlement Charges</b> (enter here and on First page)	\$ 978	\$ 2,500
	<b>Paid From Borrower's Funds</b>	<b>Paid From Seller's Funds</b>

# Appendix

Sample 1<sup>st</sup> page of a Sales Contract

Filled out for a \$140,000 house where the Buyer is making a \$14,000 down payment plus a \$1,000 earnest money deposit

SALES CONTRACT

DATE August 9, 200X

1. PARTIES

The Buyer: Jacob Buyer agrees to buy and the Seller: Arthur Sellerman agrees to sell the Real Property, improvements and all other appurtenances located at: Legal Description (Lot, block sub-division, county, etc): Lot 26, Block 14, of Waters Edge subdivision in Cobb County, Georgia

\*\*\* Because street names sometimes change, the address is NOT the legal description of your property. The legal description can be found on your deed (usually in a lot and block number format). If you can't find it leave the legal description blank. \*\*\*

Also know as

street address: 2432 Jefferson Davis Street

City: Marietta, State: GA Zip: 30088

The Property includes all appliances and equipment, heating and air-conditioning units, ceiling fans, light fixtures, dishwashers, ranges, mail boxes, security and fire detection equipment, satellite dish systems, garage door openers, window treatments and all other property owned by the Seller and attached to the above real property unless excluded in the attached Sellers Disclosure Statement.

Other items of personal property included in the sale as part of the AProperty@are: Lawn Chairs

The above real property and personal property are collectively, the AProperty@

2. PURCHASE PRICE AND METHOD OF PAYMENT.

The purchase price to be paid by the Buyer (in U.S. Currency) at closing is: \$140,000

- (a) Cash deposits to be held in trust by Escrow Holder: Paul Milawyer
1. Earnest money deposited in the amount of \$1,000
2. Additional escrow deposit to be made within days of Effective Date
(b) Mortgage financing checked below and described under AFinancing,@and or in separate exhibits.
Assumption of existing mortgage with approximate balance of
X New mortgage financing in the amount of: \$125,000
Purchase money mortgage or note to seller in the amount of:
(c) Buyer warrants that Buyer will at closing have additional cash or locally drawn bank or cashiers check(s) in the amount of: \$14,000

3. FINANCING

The portion of the Purchase Price not payable in cash will be paid as follows (Check applicable items below)

- (a) This is an all cash transaction with no contingency for mortgage loan financing. Buyer shall pay the purchase price in cash to Seller
X (b) THIRD PARTY FINANCING: This Contract is contingent on Buyers ability to obtain approval of a loan in the total amount of \$ 125,000 within 30 days after the Effective Date.
Loan type (check only one): Conventional VA X FHA Other
Rate type (check only one) : X Fixed Adjustable Fixed or Adjustable rate loan, at an initial interest rate no higher than 7%, with discount, points and origination fees no more than 2% of the total loan amount, and for a term of 30 years.
Buyer will apply for a loan within 5 days after the Effective Date and use all reasonable diligence to get approval. If Buyer fails to get the above loan approval before the closing date, either Buyer or Seller may cancel this Contract by written notice, and all deposit shall be returned to the Buyer.
(c) ASSUMPTION OF EXISTING MORTGAGE LOAN (see Exhibit for details); or
(d) SELLER FINANCING: A promissory note from Buyer to Seller for \$ , bearing % interest.



# SALES CONTRACT<sup>1</sup>

DATE \_\_\_\_\_

## 1. PARTIES

The Buyer: \_\_\_\_\_ agrees to buy  
and the Seller: \_\_\_\_\_ agrees to sell

the Real Property, improvements and all other appurtenances located at:

Legal Description (*Lot, block sub-division, county, etc*): .....

.....

Also know as

street address: .....

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

The Property includes all appliances and equipment, heating and air-conditioning units, ceiling fans, light fixtures, dishwashers, ranges, mail boxes, security and fire detection equipment, satellite dish systems, garage door openers, window treatments and all other property owned by the Seller and attached to the above real property unless excluded in the attached Sellers Disclosure Statement.

Other items of personal property included in the sale as part of the AProperty@are: \_\_\_\_\_

\_\_\_\_\_

The above real property and personal property are collectively, the AProperty@

## 2. PURCHASE PRICE AND METHOD OF PAYMENT.

The purchase price to be paid by the Buyer (in U.S. Currency) at closing is:.....\$.....

(a) Cash deposits to be held in trust by Escrow Holder: \_\_\_\_\_

1. Earnest money deposited in the amount of .....\$.....

2. Additional escrow deposit to be made within \_\_\_ days of Effective Date.....\$.....

(b) Mortgage financing checked below and described under AFinancing,@and or in separate exhibits.

\_\_\_ Assumption of existing mortgage with approximate balance of.....\$.....

\_\_\_ New mortgage financing in the amount of:.....\$.....

\_\_\_Purchase money mortgage or note to seller in the amount of: .....\$.....

(c) Buyer warrants that Buyer will at closing have additional cash or locally drawn bank or cashier's check(s) in the amount of: .....\$.....

## 3. FINANCING

The portion of the Purchase Price not payable in cash will be paid as follows (Check applicable items below)

\_\_\_ (a) This is an all cash transaction with no contingency for mortgage loan financing. Buyer shall pay the purchase price in cash to Seller

\_\_\_ b) THIRD PARTY FINANCING: This Contract is contingent on Buyer's ability to obtain approval of a loan in the total amount of \$\_\_\_\_\_ within \_\_\_ days after the Effective Date.

Loan type (check only one): \_\_\_ Conventional \_\_\_ VA \_\_\_ FHA \_\_\_ Other

Rate type (check only one) : \_\_\_ Fixed \_\_\_ Adjustable \_\_\_ Fixed or Adjustable rate loan, at an initial interest rate no higher than \_\_%, with discount, points and origination fees no more than \_\_\_% of the total loan amount, and for a term of \_\_\_ years.

Buyer will apply for a loan within 5 days after the Effective Date and use all reasonable diligence to get approval. If Buyer fails to get the above loan approval before the closing date, either Buyer or Seller may cancel this Contract by written notice, and all deposit shall be returned to the Buyer.

\_\_\_ (c) ASSUMPTION OF EXISTING MORTGAGE LOAN (see Exhibit \_\_\_\_\_ for details); or

\_\_\_ (d) SELLER FINANCING: A promissory note from Buyer to Seller for \$\_\_\_\_\_ , bearing \_\_\_\_\_% interest.

## 4. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS

The AEffective Date@or date of Contract shall be the date when the last of either the Buyer or Seller signs or initials this offer or the final counteroffer. The AEffective Date@shall be the date of acceptance of this offer or counteroffer unless specified otherwise in this Contract.

<sup>1</sup> AUDRIE.COM makes no representation or warranty, expressed or implied, with respect to the appropriateness of this form for an intended use and purpose. Consult your attorney if you doubt this form's fitness for your purpose and use.

**5. PRORATIONS.** Buyer and Seller agree to prorate taxes, insurance, interest, rents and other expenses and revenue of said property as of the date of closing.

**6. RESTRICTIONS, EASEMENTS, LIMITATIONS.** The buyer shall take title subject to: (1) Zoning, restrictions and requirements imposed by government authority, (2) Restrictions and controls appearing on the plat or common to the subdivision, (3) Public utility easements of record,, provided said easements are located on the side or rear lines of the property, (4) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (5) Other: \_\_\_\_\_

\_\_\_\_\_  
Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

**7. DEFAULT BY BUYER.** Exclusive of the buyer being unable to obtain financing any default by buyer shall cause all earnest monies to be retained by seller. Only exceptions are those specifically addressed in this contract.

**8. DEFAULT BY SELLER.** If the seller fails to perform any of the covenants of this contract, the aforesaid earnest monies paid by the buyer, at the option of the buyer, shall be returned to the buyer on demand: or the buyer shall have only the right of specific performance.

**9. GENERAL INSPECTION.** The Buyer or his agent may inspect premises of the property at least 15 days prior to closing. Inspection may include appliances, heat and air conditioning systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for necessary repairs. Within 72 hours before closing, buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order.

**10. ROOF INSPECTION.** The Buyer, at Buyer's expense, shall have the right to have the property inspected by a licensed roofer at least 15 days prior to closing. In the event repairs are required either to correct leaks or to replace damage, Seller shall pay up to three (3%) percent \_\_\_\_ of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the cost for such repairs exceeds three (3%) percent \_\_\_\_ of the purchase price, the Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

**11. TERMITE INSPECTION.** The Buyer, at Buyer's expense, shall have the right to have a licensed exterminator examine the property at least 15 days prior to closing. If there is evidence of live termite or other wood-boring insect infestation on said property, or substantial damage from prior infestation, the Seller shall pay up to three (3%) percent \_\_\_\_ of the purchase price for treatment and repairs required to remedy such infestation; but if the costs for such treatment or repairs exceed three (3%) percent \_\_\_\_ of the purchase price, the Buyer may elect to pay such excess. If Buyer elects not to pay, the Seller may pay the excess or cancel the contract.

**12. LEASES.** Seller shall furnish to Buyer all written leases and estoppel letters from each tenant at least 15 days prior to closing.

**13. MECHANICS LIENS.** Seller shall provide Buyer with an affidavit that there have been no improvements to the property for 90 days preceding the date of closing, and no claims of lien or potential lienors known to Seller. If the property has been improved in that time period, Seller shall provide releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and material providers.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this Contract.

**15. EXPENSE.** State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchase money mortgage shall be paid by the Buyer.

**16. INSURANCE.** If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.

**17. RISK OF LOSS.** If the improvements are damaged by fire or casualty before delivery of the deed contract becomes null and void unless Seller and Buyer can agree on a repair alternative.

**18. MAINTENANCE.** Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

**19. PLACE OF CLOSING.** Closing shall be held at the office of the Seller's attorney, the lender's attorney, the Escrow Agent, the Title officer, or as otherwise agreed upon.

**20. CLOSING DATE.** This contract shall be closed and deed and possession shall be delivered on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_(year), unless extended by other provisions of this contract.



**21. DOCUMENTS FOR CLOSING.** The closing attorney shall prepare deed, note, mortgage, Sellers affidavit, any corrective instruments required for perfecting title, and closing statement, and submit copies of same to Buyer or his attorney, and copies of closing statement to the Seller and the Broker, at least two days prior to scheduled closing date.

**22. TYPEWRITTEN OR HANDWRITTEN PROVISIONS.** Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

**23. OTHER AGREEMENTS.** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

**24. DISCLOSURES:** Seller warrants that to be best of Seller's knowledge and belief, information contained in disclosure statements are accurate and complete as of the Effective Date of this Contract.

(a) **RADON GAS DISCLOSURE:** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in this state. Contact your county public health unit for additional information regarding radon and radon testing.

(b) If any residential part of the Property was built prior to 1978 a Lead-Based Paint rider must be attached to this Contract.

(c) Seller \_\_\_ is; \_\_\_ is not a "Foreign Person" for the purposes of the Foreign Investment in Real Property Tax Act. If Seller is a Foreign Person, Buyer must take all steps to comply with Federal and state rules regarding withholding taxes on gains by Foreign Persons.

(d) **CONDOMINIUM AND HOMEOWNER'S ASSOCIATION DISCLOSURE:**  
If the Property is a Condominium, or if Buyer will be required to become a member of a Homeowner's Association, Buyer should not sign this Contract until Buyer has received and read the Homeowner's Association Disclosure or all relevant Condominium documents

**25. ADDENDUMS, EXHIBITS AND SPECIAL CLAUSE(S):**

The following checked items are attached and are a part of this Agreement.

- Sellers Disclosure Statement
- Condominium  VA  FHA
- Homeowner's Association  Lead-Based Paint  Costal Construction Control Line
- Insulation  "AS IS"
- \_\_\_\_\_ Other:

**Special Clauses:**

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

EFFECTIVE DATE:

As described in paragraph 4, this Offer or Counteroffer is hereby accepted at \_\_\_\_ o'clock AM/PM on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Page 3 of 3

R-20-04

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

For property located at:  
 Legal Description (*Lot, block, etc*): \_\_\_\_\_  
 \_\_\_\_\_

Also know as  
 street address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Seller's Name: \_\_\_\_\_

Notice to Buyer and Seller: This disclosure statement is designed to assist Seller in disclosing to Buyer all known material or adverse facts relating to the physical condition of the Property that are not readily observable. All questions are to be answered completely. If answers are affirmative, please explain in detail in the "Additional Explanations" section.

	Yes	No	Don't know
<b>1. Occupancy:</b>			
a. Is Property vacant?.....	___	___	___
b. If yes, when last did Seller occupy Property? _____			
c. Are there any written or verbal leases on Property? .....	___	___	___
If yes, enter termination dates of leases: _____			
<b>2. Soil, Trees, Shrubs and Boundaries:</b>			
a. Other than normal settling, are you aware of any earth movements such as sliding, upheavals, or sinkholes?.....	___	___	___
b. Are you aware of any earth stability or expansive soil problems?.....	___	___	
c. Other than foundation backfill, are you aware of any landfill, burial pits, mine shafts, or well holes on Property? .....	___	___	
d. Are you aware of any dead or diseased trees or shrubs?.....	___	___	
e. Are you aware of any boundary line disputes, encroachments, or unrecorded easement disputes regarding Property?.....	___	___	
<b>3. Roof, Gutters and Downspouts:</b>			
a. Please enter the approximate age of roof in years: _____			
b. Has the roof been repaired or replaced while you owned Property? .....	___	___	___
c. Are you aware of any leaks or other current problems with the roof, gutters or downspouts?.....	___	___	
<b>4. Termites, Dry-Rot, Pests, and Wood-Destroying Organisms:</b>			
a. Are you aware of any past or present damage caused by infiltrating pests, termites, dry rot, or other wood-destroying organisms?.....	___	___	
b. Have you ever had the Property inspected for termites, dry-rot, pests or wood destroying organisms?.....	___	___	
If yes, enter date of inspection: _____			
c. Has the Property been treated for termites, dry rot, pest or wood destroying organisms?.....	___	___	___
If yes, enter date of treatment: _____			
d. Is Property under a current warranty or other coverage for termites or other wood-destroying organisms by a licensed pest control company? .....	___	___	___
If yes, enter name of company: _____			
<b>5. Structural Items, Additions and Alterations:</b>			
a. When was the main residential dwelling constructed? Year: _____			
b. Other than normal settling, are you aware of any movement, shifting, settling, cracking, deterioration, or other structural problems with any dwelling or garage on Property? .....	___	___	
c. Are you aware of any structural reinforcement having been added to any dwelling or garage on Property? .....	___	___	
d. Are you aware of any structural problems with retaining walls, driveways, walkways, or patios on Property? .....	___	___	

- |  | Yes | No  | Don't know |
|--|-----|-----|------------|
| e. Have there been any additions, or major structural alterations to dwelling or garage on the Property? .....   | ___ | ___ | ___        |
| f. Are you aware of any work done to the Property that was not in compliance with building codes or zoning regulations, or where necessary permits or approvals were not obtained? ..... | ___ | ___ | ___        |
| g. Is synthetic stucco contained in the exterior siding or cladding of any dwelling or garage on the Property? .....   | ___ | ___ | ___        |

**6. Drainage, Flooding and Moisture:**

Are you aware:

- |  |     |     |     |
|--|-----|-----|-----|
| a. of any water leakage, accumulation, or dampness within the basement, crawl space or other parts of the main dwelling below ground level? .....                    | ___ | ___ | ___ |
| b. of any repairs being made to control water or dampness problems in the basement, crawl space, or other parts of the main dwelling at or below ground level? ..... | ___ | ___ | ___ |
| c. if the Property is located in a flood zone? .....   | ___ | ___ | ___ |
| d. of any drainage problems or flooding?.....  | ___ | ___ | ___ |
| e. of any problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating?.....   | ___ | ___ | ___ |
| f. of any mold appearing on interior portions of any dwelling other than on the walls, floors or ceilings of showers/bathtubs?.....                                  | ___ | ___ | ___ |

**7. Plumbing Related Items:**

- |   |     |     |     |
|---|-----|-----|-----|
| a. What is the type of sewage system: ___Public ___Private ___Septic Tank   |     |     |     |
| b. Is the main dwelling served by sewage pump or lift system? .....   | ___ | ___ | ___ |
| c. Has any septic tank or cesspool on the Property ever been professionally serviced? .....   | ___ | ___ | ___ |
| If yes, enter the date of last service: _____   |     |     |     |
| d. What is the drinking water source: ___Public ___Private ___Well on Property  |     |     |     |
| e. If your drinking water is from a well, has it been tested within the past twelve months?.....                                    | ___ | ___ | ___ |
| f. Do you have a water softener, filter or purifier?.....   | ___ | ___ | ___ |
| If yes, is it ___Leased or ___Owned   |     |     |     |
| g. Are you aware of any past or present leaks, backups, or other problems relating to plumbing, water or sewage-related items?..... | ___ | ___ | ___ |
| h. Is there any polybutylene plumbing, other than the primary service line, on the Property?.....                                   | ___ | ___ | ___ |

**8. Other Systems and Components:**

- |   |     |     |     |
|---|-----|-----|-----|
| a. What type of air conditioning system(s) serve the main dwelling?<br>_____                          |     |     |     |
| b. Approximate age of air conditioning system(s) _____ years  |     |     |     |
| c. What type of heating system(s) serve the main dwelling? _____                                      |     |     |     |
| d. Approximate age of heating system(s): _____ years  |     |     |     |
| e. How is hot water heated in the main dwelling? ___Electric ___Gas ___Solar                          |     |     |     |
| f. Approximate age of hot water heater: _____ years   |     |     |     |
| g. Does the main dwelling have aluminum wiring other than the primary service line? .....             | ___ | ___ | ___ |
| h. Is there any system or appliance which is leased or which has a fee associated with its use? ..... | ___ | ___ | ___ |
| i. Are any fireplaces non-working fireplaces or not in good working order? .....                      | ___ | ___ | ___ |
| j. When was the fireplace, wood stove or chimney last cleaned?<br>Date: _____                         |     |     |     |

Yes No Don't know

**9. Toxic Substances:**

Are you aware:

- a. of any underground tanks or toxic substances on Property such as asbestos, benzene, methane gas, polychlorinated biphenyls (PCBs), radioactive material, radon, urea-formaldehyde, or others?..... \_\_\_ \_\_\_
- b. if Property has ever been tested for radon or other toxic substances?.... \_\_\_ \_\_\_

**10. Covenants, fees and Assessments:**

- a. Is the Property part of a condominium subject to covenants, conditions and restrictions (CC & R's)? ..... \_\_\_ \_\_\_ \_\_\_
- b. Is the Property part of a community association subject to covenants conditions and restrictions?..... \_\_\_ \_\_\_ \_\_\_
- c. Is there a mandatory membership Association Fee?..... \_\_\_ \_\_\_ \_\_\_  
If yes, enter the amount \$\_\_\_\_\_ per \_\_\_\_\_
- d. In purchasing the Property, will any initiation, transfer, or similar fee be owed to an Association? ..... \_\_\_ \_\_\_ \_\_\_  
If yes, enter the amount \$\_\_\_\_\_
- e. Are there any special assessments approved by but yet not owing or due to the Association ? ..... \_\_\_ \_\_\_ \_\_\_

**11. Other Matters:**

Has the Property or any part of it ever been the subject of litigation including, but not limited to, construction defects, defective building products, termites, or title problems? ..... \_\_\_ \_\_\_ \_\_\_

Are your aware:

- a. of any award or payment of money in lieu of repairs for such as defective building product?..... \_\_\_ \_\_\_
- b. if any release has been signed that would limit a future owner from making any claims in connection with Property? ..... \_\_\_ \_\_\_
- c. of any fire, flood or wind damage which required repairs to Property in excess of \$500.00? ..... \_\_\_ \_\_\_
- d. if any fixtures or appliances included in the sale that are in need of repair?..... \_\_\_ \_\_\_
- e. of any repairs that need to be made to the electrical, plumbing, or heating and air condition system? ..... \_\_\_ \_\_\_
- f. Have there been any inspections of the Property in the past year? ..... \_\_\_ \_\_\_

**12. Lead-Based Paint:**

Was the dwelling or any part of the residential improvements to the Property constructed prior to 1978? ..... \_\_\_ \_\_\_ \_\_\_

If "yes" or "Don't Know," Seller shall provide Buyer with a separate warning and information regarding lead-base paint and lead-base paint hazards.

**13. Agricultural Disclosure:**

Is any part of the Property within or adjacent to property zoned or legally designated for agricultural or forestry use? ..... \_\_\_ \_\_\_ \_\_\_

Warning: Normal farm and forest activities such as disposal of manure, application of chemical fertilizers, herbicides, and pesticides, all may cause discomfort, and one or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**14. Notice:**

Many local law enforcement authorities maintain the locations of persons such as sex offenders who might be required to register their addresses. You may contact local law enforcement authorities for information about the presence of these individuals in any neighborhood.

**15. Fixtures and Other Items:**

The Property includes the fixtures and other items checked below. If there is more than one of a particular checked item (such as a second chandelier or third air conditioner) all such items are included in the sale of the Property. Items that are not checked shall not be included in the sale of the Property.

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Air Conditioning Window Unit                    | <input type="checkbox"/> Gas Grille                                      | <input type="checkbox"/> Storage Building                                |
| <input type="checkbox"/> Air Purifier                                    | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Stove   |
| <input type="checkbox"/> Alarm System (Burglar)                          | <input type="checkbox"/> Gazebo  | <input type="checkbox"/> Gas <input type="checkbox"/> Electric           |
| <input type="checkbox"/> Leased <input type="checkbox"/> Owned           | <input type="checkbox"/> Hot Tub   | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing |
| <input type="checkbox"/> Alarm System                                    | <input type="checkbox"/> Locking Safety Cover                            | <input type="checkbox"/> Sump Pump                                       |
| <input type="checkbox"/> Smoke <input type="checkbox"/> Fire             | <input type="checkbox"/> Humidifier                                      | <input type="checkbox"/> Surface Unit Cook Top                           |
| <input type="checkbox"/> Leased <input type="checkbox"/> Owned           | <input type="checkbox"/> Ice Maker                                       | <input type="checkbox"/> Gas <input type="checkbox"/> Electric           |
| <input type="checkbox"/> Attic Fan (Whole House Fan)                     | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Swimming Pool                                   |
| <input type="checkbox"/> Attic Ventilator Fan                            | <input type="checkbox"/> Intercom  | <input type="checkbox"/> Above Ground                                    |
| <input type="checkbox"/> Awning  | <input type="checkbox"/> Jetted Tub                                      |  |
| <br>   |  |  |
| <input type="checkbox"/> Basketball Post & Goal                          | <input type="checkbox"/> Landscaping Lights                              | <input type="checkbox"/> Swimming Pool Equipment                         |
| <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Light Fixtures                                  | (List below)   |
| <input type="checkbox"/> Birdhouses                                      | <input type="checkbox"/> Mailbox   | <input type="checkbox"/> Swing Set                                       |
| <input type="checkbox"/> Boat Dock                                       |  | <input type="checkbox"/> Switch Plate Covers                             |
| <input type="checkbox"/> Built-in Barbecue                               |  |  |
| <input type="checkbox"/> Carbon Monoxide Detector                        | <input type="checkbox"/> Microwave Oven                                  | <input type="checkbox"/> Telephone Jacks/Wires                           |
| <input type="checkbox"/> Ceiling Fan                                     | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Television Antenna                              |
| <input type="checkbox"/> Chandelier                                      | <input type="checkbox"/> Mirror (Attached)                               | <input type="checkbox"/> Television Cable/Jacks                          |
| <input type="checkbox"/> Closet Shelving System                          | <input type="checkbox"/> Playhouse                                       | <input type="checkbox"/> Thermostat (Programmable)                       |
| <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Propane Gas Tanks                               | <input type="checkbox"/> Trash Compactor                                 |
| <input type="checkbox"/> Dehumidifier                                    | <input type="checkbox"/> Above ground <input type="checkbox"/> Buried    | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing |
| <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Leased <input type="checkbox"/> Owned           | <input type="checkbox"/> Tree House                                      |
| <input type="checkbox"/> Dishwasher                                      | <input type="checkbox"/> Radio (Built-in)                                | <input type="checkbox"/> Wired   |
| <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing | <input type="checkbox"/> Refrigerator                                    | <input type="checkbox"/> Trellis   |
| <br>   |  |  |
| <input type="checkbox"/> Door & Window Hardware                          | <input type="checkbox"/> Satellite Dish/Receiver                         | <input type="checkbox"/> Vacuum System (Built-in)                        |
| <input type="checkbox"/> Dryer   | <input type="checkbox"/> Sauna   | <input type="checkbox"/> Vacuum Attachments                              |
| <input type="checkbox"/> Gas <input type="checkbox"/> Electric           | <input type="checkbox"/> Security Gate(s)                                | <input type="checkbox"/> Vent Hood                                       |
| <input type="checkbox"/> Fence (invisible)                               | <input type="checkbox"/> Shelving Unit & System                          | <input type="checkbox"/> Washing Machine                                 |
|  | <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing |  |
| <br>   |  |  |
| <input type="checkbox"/> Fence Pet Collar                                | <input type="checkbox"/> Shower Head/Sprayer                             | <input type="checkbox"/> Water Heater                                    |
| <input type="checkbox"/> Fireplace                                       | <input type="checkbox"/> Smoke Detector                                  | <input type="checkbox"/> Anchored <input type="checkbox"/> Braced        |
| <input type="checkbox"/> Gas Logs  | <input type="checkbox"/> Battery Operated                                | <input type="checkbox"/> Strapped  |
| <input type="checkbox"/> Screen/Door                                     | <input type="checkbox"/> Hard Wired                                      | <input type="checkbox"/> Water Purification System                       |
| <input type="checkbox"/> Wood Burning Insert                             | <input type="checkbox"/> Speakers (Built-in)                             | <input type="checkbox"/> Water Softener System                           |
| <input type="checkbox"/> Flag Pole                                       | <input type="checkbox"/> Sprinkler System                                | <input type="checkbox"/> Weather Vane                                    |
| <input type="checkbox"/> Garage Door Opener                              | <input type="checkbox"/> Statuary  | <input type="checkbox"/> Well Pump                                       |
| <input type="checkbox"/> Remote Control                                  |  | <input type="checkbox"/> Window Screens                                  |
| <input type="checkbox"/> Garbage Disposal                                |  | <input type="checkbox"/> Window Treatments                               |

Other fixtures and items included in the sale of the Property:

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Other fixtures and items not included in the sale of the Property:

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Those items and fixtures that are not included in the sale of the Property shall remain the personal property of Seller and shall be removed prior to closing. Seller shall lose the right to remove any such fixtures or items not removed on a timely basis. In removing fixtures and items, Seller shall use reasonable care to prevent damage and, if necessary, restore Property to its original condition.

	Yes	No	Don't know
<b>16. Natural Hazards:</b>			
a. Is property located in a flood hazard zone subject to unusual flood risk ?.....	---	---	---
b. Is property in an inundation zone subject to flooding in the event of a dam failure ?.....	---	---	---
c. Is property in a high fire-hazard severity zone as described on a Federal Emergency Management Agency Map? .....	---	---	---
d. Is property in a wildlife fire area where the state rather than local agencies have responsibility for fire suppression ?.....	---	---	---
e. Is property in an earthquake fault zone ? .....	---	---	---
f. Is property in a seismic hazard zone subject to unusual ground movement during earthquakes?.....	---	---	---

<b>17. Special Hazards:</b>			
a. Is property within one mile of past or present military training facilities that may contain potentially explosive munitions ?.....	---	---	---
b. Is property near any existing or planned mining sites, toxic waste sites or other environmental hazards ?.....	---	---	---

**18. Additional Explanations or Disclosures:**

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please attach additional sheets if necessary.

**Seller's representation: Seller warrants that to the best of seller's knowledge the above information is complete and accurate as of the date signed by Seller. However, it is no substitute for inspection and/or warranties.**

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

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

Buyer's receipt and acknowledgement: I acknowledge receipt of this Disclosure. I understand that except as stated in the Purchase and Sale Agreement with Seller, the property is being sold in its present conditions only, without warranties or guarantees of any kind by Seller. No representations concerning the condition of the property are being relied upon by me except as disclosed herein or stated in the Purchase and Sale Agreement.

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

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

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5 of 5

Sellers Disclosure Statement

page

## LEAD BASED PAINT ADDENDUM

Location of Home:

Address \_\_\_\_\_  
City \_\_\_\_\_  
County \_\_\_\_\_  
State \_\_\_\_\_

Seller warrants that the home was built (check and/or complete one):

- In the year of 19\_\_\_\_  
 Before 1978.  
 In or after 1978.  
 Seller cannot warrant year home was built.

In the event this home was constructed before 1978 or should contract not clearly establish that home was built during or after 1978 all parties acknowledge and agree that:

1. Seller warrants that they neither have knowledge of, nor records or reports pertaining to lead-based paint and/or lead based paint hazards in the property.
2. Said contract on home constructed prior to 1978 is also 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 purchasers expense until 9pm on the tenth calendar day after contract acceptance (intact lead based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "protect your family from lead in your home" for more information.) This contingency will terminate at the above predetermined deadline unless the purchaser delivers to seller a written contract modification (addendum) listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The seller may within 10 days of delivery of the addendum, elect in writing whether to correct the condition prior to settlement. If seller will correct the condition, the seller shall furnish the purchaser with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the date of settlement. If the seller does not elect to make repairs, or if the seller makes a counter offer, the purchaser shall have 10 days to respond to the counter offer or remove the contingency and take the property in "as is" condition, or this contract shall become void and all earnest monies shall be refunded. The purchaser may remove this contingency at any time without cause.

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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

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