PURCHASE AGREEMENT

			E: The undersigned Purchase of		_					
also The app and awr	b being known as:	bove shall including, cabinets, ars, television arner(s) and trans	ude all fixtures, improvements all lighting fixtures, ceiling fans tennas, satellite dish and any mitters, water softener, and se tt, attached humidifier, all lands	s and app and their accessor	purtenances ir shades, attactries and comp stems (if not re	hed carpeti lete rotor e nted), mail	ng, curtair equipment box, fence	r on the propo an and drapery h storm doors, es, fireplace ins	nardware, win storm windov	g all built-in dow shades ws, screens,
And	d to pay therefore the su	m of						DOLLARS (\$_).
	•		s agreement: (Circle all that apply)		· · · · · · · · · · · · · · · · · · ·		dryer	dishwasher	microwave	NONE .
2.			except earnest money) must be owing method: (mark all that ap					k.		
	A. CASH SALE: The f	ull purchase prid	ce upon delivery of a Warranty	Deed con	veying a marke	etable title.				
	the Purchaser being a and pay \$ agrees to apply for su agrees that in connec process the loan appli Seller's option (upon mortgage, Purchaser shall become null and	able to secure a ich mortgage wi tion with said a cation. If a firm written notice), shall furnish the void and the de	GE: The full purchase price up a down plus mortgage thin calendar days from the polication to lender, he/she will commitment for mortgage can this agreement can be declared Seller with the Lender's writter posit shall be returned to the Pulces ONLY: See attached "FH.	costs, pre- om Seller' I promptly inot be ob- ed null ar n verificati urchaser,	mortgage paid items and sacceptance or comply with I otained within _ nd void and the ion of mortgage in accordance	e in the am d flood insu of this agre ender's rec cale e deposit s e denial. U with paragr	nount of \$ urance if r ement at upest for the ndar days hall be re pon Selle aph #4.	equired by more his/her own extrue and accurate from date of Sturned. If Pure	rtgage lender. pense. Purch te information Seller's accept chaser is reje	Purchaser naser further required to tance, at the ected for the
	D. SALE TO EXISTIN	IG MORTGAGE ONTRACT: Se	: See attached "ADDENDUM I e attached "LAND CONTRACT	FOR SALI	E TO EXISTING DDENDUM" ma	G MORTGA ade a part h	AGE" mad ereof.	·		
3.	after delivery to the Bucopy of check to be generated monies shall	uyer of an acce _l given to Broker be disbursed C	will be deposed between will be deposed to the copy of this offer, making and/or Lender. The balance of NLY In accordance with either is not acceptable to the Seller,	a total de of purchas er: (a.) the	eposit of \$ se money is to e terms hereof	be paid u ; (b.) a full	pon close	of sale and de	Buye elivery of War	er authorizes rranty Deed.
4.	CLOSING: Purchase	er(s) and Selle	r(s) will close the sale withi	n	days aft	er all nece	essary do	cuments are i		
			It is agreed that Seller shall ermined by the Seller, their age						uired to conve	ey clear title.
5. 6.	SELLER CONCESSIONS: Seller agrees to pay \$ at the closing to be used towards any of the following: Purchaser's closing costs, down payment, discount points, pre-paids, Purchaser's commission or adjustments. Purchaser reserves the right to use any portion of these funds to reduce the purchase price. ADDITIONAL CONDITIONS:									
7.	the property as agree surrendered to Purchas him and returning to the possession to Purchas attorneys' fees, damage A. If tenants occupy the selection of the purchaser will be and obligations at	d, SELLER SH, aser by 5:00 p.m. ne Seller the unuser as provided ges and other come property, then te tenants vacate assigned all Lafter date of closi	e the property prior to closing. andlord rights and security deponent.	E TITLE C as s date prop y beyond otaining po	OMPANY SHA security for said erty is vacated the agreed tin ossession and of d rents prorate	ALL RETAIN d occupance and keys sine, Seller r collecting the	N from the y charge, surrendere may be lia ne amount f closing, v	amount due S paying to the F d to Purchaser ble for the cos due. with Purchaser	per day. Keeller at closing Purchaser the If the Seller t of eviction p	eys must be g the sum of amount due fails to give proceedings,
	B. Escrow Agent sha property prior to po be forwarded to Se	Il retain from the ossession. Unle eller(s).	amount of tenant's security de e amount due Seller(s) at clos ss Escrow Agent receives writt	ing the su en notice	um of \$ within 2 busine	ess days fro	m Purcha	, as sec ser(s) after pos	session, this	deposit shall
8.	escrowed money shall have escrowed	l only be used fo	od by all parties to this contractor that purpose. The Brokers r	named hei	rein shall not b	e liable for	any amou	nt of money in		
9.	Seller's Disclosure S Land Contract Sale A	tatement	HED: The following are attache Lead-Based Addendum fo	d Paint Dis	sclosure	a part hered		all that apply) minium Addend	dum	
10.	SELLER'S DISCLOSU Purchaser(s) Selleu Initials Initia	r(s) A.	WITH DISCLOSURE Purchaser has received the S condition of the property as s forth in this Agreement and su WITHOUT DISCLOSURE All parties understand that th Seller shall provide Purchase Act 92 of 1993, Purchaser w	et forth in ubject to p ne Seller's er with a S	the Seller's D aragraph 12D l Disclosure St Seller's Disclos	isclosure S below. atement wa ure with Se	tatement, as not ava	subject to any allable at the tile eptance of this	additional ins me this offer offer. Pursua	was written.
			Registered Mail) to terminate							

Purchaser's Initials:

Seller's Initials:

_	C. WITHOUT DISCLOSURE (EXEMPT) Purchaser(s) acknowledge that a Seller's Disclosure Statement setting forth conditions and information concerning the property has not been provided because property is exempt under Section of Public Act 92 of 1993 (Seller's Disclosure Act). Purchaser(s) agree to purchase the property "AS IS" without a Seller's Disclosure Statement.
	D. In the event Purchaser/Selling Broker receives an <i>incomplete</i> Seller's Disclosure Statement, Seller agrees to complete <i>EVERY</i> unanswered question of the Seller's Disclosure Statement upon acceptance of offer. The following questions have been noted as unanswered:
	If Purchaser is dissatisfied with Seller's modifications to said Seller's Disclosure Statement, Purchaser will have 48 hours after receipt of modifications to terminate this contract by delivery of a written notice to Seller or Seller's Agent and deposit returned as per paragraph 4.
11.	TITLE EVIDENCE AND SURVEY: Seller agrees to order title insurance within seven (7) business days of final acceptance of this offer and to furnish Purchaser a Commitment of Title Insurance prior to closing (upon receipt). After closing, a Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this Agreement. It is recommended that Purchaser obtain and pay for a survey by a registered land surveyor. If, for any reason, Purchaser does not obtain a survey, the Policy of Title Insurance will be issued with standard exceptions and Purchaser agrees to hold Broker(s) harmless. The title commitment sha
12.	TITLE OBJECTIONS: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title insurance within the time specified, the Purchaser agrees to complete the sale within 10 calendar days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be
13.	refunded forthwith in full termination of this agreement. DEFAULT: Failure to perform by either party as determined by a court or arbitration shall constitute as a breach of this Agreement. The wronged part may elect to enforce the terms hereof, declare this agreement null and void and retain the deposit, or seek any legal or equitable remedies available against the party at fault. See paragraph 3 regarding earnest money deposits.
14.	PROPERTY TAXES: All taxes on the land which are due and payable on or before date of closing shall be paid by the Seller. Current taxes shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located Broker recommends that Purchaser contact local municipality for current SEV and taxable values and possible future changes in assessments. Purchaser acknowledges current taxes are subject to change and may increase significantly upon the sale of the property. Taxes shall be prorated as though they are paid in Advance.
15.	SPECIAL ASSESSMENTS: Special Assessments for public improvements which have been confirmed by public authority prior to the date of closing shall be paid by the Seller.
	GAS OIL & MINERAL RIGHTS: Seller represents that all mineral rights, if owned by Seller Will pass with the conveyance at closing. PRIVATE ROADS: If the property is located on a private road, Seller shall provide Purchaser with a separate document providing notice that the private road is not required to be maintained by the County Board of Road Commissioners. (per M.C.L.A. 560.261 [P.A. 1967 No. 2887])
18.	CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS: Any condominiums, homeowners association, assessments/liens shall be paid by Seller at closing. Any and all assessments coming due after closing will be paid by Purchaser. Any association dues/fees shall be prorated or a due date basis. If condominium sale, see "Condominium Addendum" made a part hereof.
19.	ASSOCIATIONS/MEMBERSHIPS: Broker recommends Purchaser research if property is subject to mandatory membership in an owners' association and its assessments and requirements.
	OTHER PRORATIONS: Interest and rents shall be prorated and adjusted as of the date of closing.
21.	SEWER AND WATER CHARGES: Seller agrees to pay for all sewer and water usage to date of possession. Listing Broker or title company shall retain from the amount due Seller at closing a minimum of \$200.00 for water charges. When the final water bill or reading is received the unused portion shall be returned to the Seller.
22.	WELL AND SEPTIC INSPECTION: If the property is serviced by a well and/or septic system, see attached " Well & Septic Inspection Addendum made a part hereof.
23.	MUNICIPALITY INSPECTIONS: If a municipal inspection and/or certification of the premises is required by local ordinance, state or federal law, or Purchaser's lending institution, the Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by the municipality providing the repairs not exceed \$
insp nece infer reco add awa the	PROPERTY INSPECTION OPTION OF PURCHASER: Purchaser(s) acknowledges that they have been advised to have the property and improvements ected by qualified persons in order to satisfy Purchaser's concerns, if any. These may include but are not limited to any inspection(s) or research deemed essary by Purchaser(s), including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and station by wood destroying insects. It is also recommended that the Purchaser research the applicability of any building and use restrictions, easements of ord and ordinances and/or regulations enacted by government entities to ensure the intended use of the premises. This paragraph does not pertain to any tional inspections, which may be specifically called for in other paragraphs of this and/or other addendums or the Buy & Sell Agreement itself. Purchaser is re that any reference to the square footage of the real property is approximate. If square footage is a material matter to the Purchaser, it must be verified by Purchaser to his/her satisfaction during the inspection period. The Purchaser(s), by initialing below, makes the following a contingency of this Buy & Sell seement.
	Purchaser's Initials: Seller's Initials:
	WITH PROPERTY INSPECTION Purchaser(s) hereby elects to conduct a property inspection. If Purchaser(s) do not notify Seller in writing within calendar days from the date of acceptance of this agreement by Seller that Purchaser(s) are dissatisfied with the inspection, this Agreement shall be binding without regard to said inspection. WITHOUT PROPERTY INSPECTION Purchaser(s) hereby waive their opportunity to conduct a property inspection and acknowledge that they are doing so against the customar
	advice. Purchaser(s) further hold Seller, and its agents harmless from any problems that could occur with the home after the closing
25.	TERMITE AND PEST INSPECTION: It is recommended Purchaser obtain an independent inspection to determine the presence of wood-destroying insects and/or infestation.
26.	RADON INSPECTION: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Michigan. It is recommended Purchaser completes a radon test and obtains additional information regarding radon from County Health Department.
	LEAD-BASED PAINT DISCLOSURE INSPECTION: (For residential housing built prior to 1978.) Purchaser acknowledges that prior to signing the Buy & Sell Agreement, Purchaser received and reviewed a copy of the Lead Based Paint Seller's Disclosure Form completed by the Seller of the Lead-Based Paint & Lead-Based Paint & Lead-Based Paint Hazards Disclosure.
28.	NOTIFICATION: If Purchaser fails to obtain any inspection(s) or fails to notify Seller or Seller's Agent in writing, within the time specified, that Purchaser is dissatisfied with any inspection(s), and/or research and discovery of the above items, this agreement shall be binding without regard to said inspection(s). If Purchaser notifies Seller or Seller's Agent in writing that in their sole judgment they are dissatisfied with the inspection(s) of the property within the above-specified time, the Purchaser may declare this Agreement null and void and any deposit shall be returned in accordance with paragraph #3.
29.	LIABILITY OF PURCHASER FOR DAMAGE : Purchaser shall be solely responsible for any and all damage to the property as a result of any and a inspection(s) of the property authorized by or conducted by the Purchaser. Purchaser shall pay for any and all necessary repairs to restore the property to its condition prior to the inspection(s) or shall reimburse the Seller for the actual cost of such restoration.
30.	PURCHASER'S ACCEPTANCE OF CONDITION: If Purchaser elects to close not withstanding the reported conditions of any inspection report, Purchase shall be deemed to have accepted the property in its "AS IS" condition as of the date of closing and holds the Seller(s) and the Broker(s) involved in this transaction harmless for any future problems.
31.	INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): If the sales price of residence exceeds \$300,000.00 parties to this Agreement to be bound by (FIRPTA) requirements and must complete "Addendum for (FIRPTA)".
32.	FLOOD INSURANCE: Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender.
	Purchaser's Initials:
	1 450 2 01 3

- 33. WALK THROUGH: Purchaser reserves the right to walk through the property within 24 hours prior to possession and/or closing and Seller agrees and warrants to leave the property in a like condition as when purchased until possession is delivered to Purchaser. Seller agrees to leave the property broomclean and the attic, outbuildings, yard and garage free of debris and any personal property upon vacating same. 34. MAINTENACE OF THE PROPERTY UNTIL POSSESSION BY PURCHASER: Before closing, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating/air conditioning, sewer, well, septic, plumbing, electrical systems and any appliances and equipment in normal working order, to keep the roof and basement watertight and maintain the grounds, except for any conditions as may have been disclosed in the Seller's Disclosure Statement, or conditions that may have been discovered by the Purchaser as a part of any inspections made by or on behalf of the Purchaser where Purchaser accepted the property in its "AS IS" condition. Seller further agrees to keep all utility services (electric, gas and water) operating until date of possession by Purchaser. In the event the property herein has been winterized it shall be the obligation and expense of the Seller to de-winterize the property prior to closing.
 - Purchaser or Seller is responsible to repair or replace any breakdown of above-mentioned systems, roof leaks or foundation leaks during the possession period. However, the Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery and the responsible party agrees to remedy the defect in a timely manner. Purchaser agrees to acquire utility service (electric, gas, heating fuel, etc.) upon taking possession.
- 35. RISK OF LOSS: If there is any loss or damage to the property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or natural causes, the risk of loss shall be on the Seller. If the property is destroyed or substantially damaged before the closing date, this Buy & Sell Agreement shall become null and void, at Purchaser's option, and earnest money shall be refunded to the Purchaser. Purchaser and Seller shall immediately sign a cancellation of Buy & Sell Agreement.
- 36. SELLER'S REPRESENTATIONS: Unless otherwise noted, Seller represents that the foundation, foundation walls and basement are watertight and free of any leakage or seepage as of the date of this agreement and that the property is not in violation of any building and/or zoning restrictions and/or requirements or in violation of any law or ordinance.
- 37. PROVISION FOR "AS IS" CONDITION: By the execution of this agreement, the Purchaser(s) acknowledge THAT THEY HAVE EXAMINED THE ABOVE described property and are satisfied with the current physical condition of structures thereon and purchase said property in an "AS IS CONDITION", (unless contract states otherwise), subject only to the right of a property inspection as provided for herein. Purchaser recognizes that the Seller (unless exempt)

	Date PURCHASER							
51.	PURCHASER ACKNOWLEDGEMENT OF DEPOSIT: The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Buy & Sell Agreement.							
	Date SELLER							
	Witness SELLER							
50.	50. ACCEPTANCE OF AGREEMENT OF SALE: The above terms of purchase are accepted and Seller acknowledge.	wledges receipt of a copy hereof.						
	Date PURCHASER							
	Witness PURCHASER							
49. PURCHASER'S SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Purchaser acknowledges that they have read and understand all provisions. Agreement. Purchaser also acknowledges the receipt of a copy of this Buy & Sell Agreement. Purchaser further agrees to pay Broker(s) for services rendered as set for Exclusive Right to Represent Agreement. In the presence of:								
	ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Purchaser and Seller and shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns and third parties claiming under the contract between Purchaser and Seller, or by virtue of contract between Purchaser and Seller. All discussions, correspondence, proposals, negotiations and representations prior to the execution of Agreement shall be considered merged herein and of no further effect.							
47.	TIME IS OF THE ESSENCE: At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.							
46.	BILL OF SALE AND AFFIDAVIT OF LIENS: Seller shall furnish to Purchaser a Bill of Sale for all personal property as referenced in this contract and an Affidavit of Liens, at time of closing.							
45.	45. TRANSFER TAX: Seller shall pay applicable State and County transfer taxes at closing.							
44.	MICHIGAN PRINCIPLE RESIDENCE EXEMPTION: Purchaser and Seller are aware that they must rescind their principle residence exemption on their present home (when applicable) and file for the exemption on their new home. Seller has not and will not rescind their exemption prior to closing. When purchasing a non-homestead or new construction home, Purchaser must own, occupy and file necessary forms with the local assessor's office prior to May 1 st in order to claim the exemption for the following year. Broker recommends Purchaser and Seller obtain specific information from the Municipality's Assessor. Purchaser and Seller assume all responsibility and liability for filing of affidavits as to principle residence exemptions and agree to release and hold Broker harmless from all such liability.							
	• FACSIMILE AUTHORITY: The parties agree that the offer, any counter offer and/or acceptance of any offer or counter offer may be delivered by use of fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if original signatures. A hard copy (originally signed copy) shall be mailed or delivered in a timely manner and the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice.							
42.	AMENDMENT: The parties agree that this Agreement may not be altered, amended, modified or otherwise changed, except by a duly executed written agreement between the parties.							
41.	41. SUCCESSORS AND ASSIGNS (BINDING TO THE HEIRS): The agreements herein shall bind to of the respective parties.	JCCESSORS AND ASSIGNS (BINDING TO THE HEIRS): The agreements herein shall bind to the executors, administrators, successors and assigns the respective parties.						
40.	• COUNTER OFFER PROVISION: In the event Seller makes any written change in any of the terms and conditions of the "Buy & Sell Agreement' presented by Purchaser, such changed terms and conditions, if supported with initial(s) and/or signature(s) by Seller(s), shall constitute a counter offer by Seller to Purchaser which shall remain valid until							
39.	 PURCHASER'S OFFER PROVISION: Purchaser makes this written offer valid until Sell acceptance or written offer is valid until	• •						
38.	38. AVAILABILITY OF HOME PROTECTION PLANS: Buyer and Seller acknowledge having been adv	ised of availability of home protection plans						
	Purchaser's Initials: Seller's Initials:							
	has provided the required Seller's Disclosure Statement, the Purchaser has been afforded the right Purchaser affirms that the property is being purchased "AS IS" subject to any inspections or contingent to the right purchase affirms that the property is being purchased "AS IS" subject to any inspections or contingent purchased the right purchas	nt to an independent inspection of the property and the						

DISCLAIMER: This form is provided as a service of Colonial Title Company. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. Colonial Title Company. is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

Date