

# <Your Local Bank>

Member FDIC

<Date>

To Whom It May Concern:

RE:

<Your Company Name> is a valued customer of <Your Local Bank> and has an approved guidance line to purchase real estate up to \$350,000.00 dollars. If you have any questions please contact <Bank Representative> at <123-456-7890>.

Thank you,

<Bank Representative signature here>

<Bank Representative printed name here>

## Helpful Home Seller Resources

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### **House for Sale?**

<Your Company Name> –123-456-7890, [info@yourcompany.com](mailto:info@yourcompany.com)  
Yourcompany.com

### **Estate Sale?**

<Company> – Contact Person, 123-456-7890, [company@yahoo.com](mailto:company@yahoo.com)  
Company.com

### **Gold/Silver/Diamonds/Estate Jewelry/Coins/Rare Collectables?**

<Company> – Contact Person, 123-456-7890,  
[company@yahoo.com](mailto:company@yahoo.com) Company.com

### **Car?**

<Company> – Contact Person, 123-456-7890, [company@yahoo.com](mailto:company@yahoo.com)  
Company.com

<Company> – Contact Person, 123-456-7890, [company@yahoo.com](mailto:company@yahoo.com)  
Company.com

### **Record Albums?**

<Company> – Contact Person, 123-456-7890, [company@yahoo.com](mailto:company@yahoo.com)  
Company.com

### **Donations?**

<Company> – Contact Person, 123-456-7890, [company@yahoo.com](mailto:company@yahoo.com)  
Company.com

### **Title questions?**

<Title Company> – Contact Person, 123-456-7890,  
[company@yahoo.com](mailto:company@yahoo.com) Company.com

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**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

# FREE SENIOR TRANSITION RESOURCES

Additional resources can be found in the book '*Paying for Long-Term Care*'. You can also go to the website <http://www.payingforlongtermcare.com> to find resources on:

- OVERVIEW TO SENIOR LIVING OPTIONS
- HOW TO HANDLE THE STRESS
- THE FACTS ABOUT LTC - 70% WILL NEED CARE
- UNDERSTANDING THE INDUSTRY AND STAKEHOLDERS
- COST OF LONG-TERM AND HOME-CARE
- STAYING HOME VS. A CARE COMMUNITY
- RESEARCHING SENIOR LIVING
- DEFINING FAMILY ASSETS
- FUNDING CARE
- MAKING THE BEST DECISION
- GETTING EVERYONE ONBOARD
- SMOOTH TRANSITION TO SENIOR CARE
- LONG-TERM CARE INSURANCE
- SENIOR CANCER TRUST FUNDS

For more resources, go to:  
<http://www.payingforlongtermcare.com>

This document has legal consequences.  
If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner  
without written acknowledgement of all parties  
Form # 2043

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and members of the Bar Association of Metropolitan St. Louis.

01/18-01/19

### SPECIAL SALE CONTRACT

DATE: \_\_\_\_\_

1 **Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It**  
2 **should normally be used only for the sale of property without provision for building, termite, environmental, gas,**  
3 **municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is**  
4 **still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and**  
5 **adverse material facts.**

6 **1. PARTIES AND PROPERTY.**

7 \_\_\_\_\_, Buyer(s), agrees to  
8 purchase from the undersigned Seller, the following real property in the municipality of \_\_\_\_\_, (if  
9 incorporated), County of \_\_\_\_\_, Missouri (legal description on Seller's title to govern) being all  
10 the real property Seller owns at said address: \_\_\_\_\_.

11 **2. INCLUSIONS AND EXCLUSIONS.**

12 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which  
13 Seller guarantees to own free and clear) including:

14 **Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject**  
15 **to any questions.**

16 In addition, the following items are included: \_\_\_\_\_

17  
18 The following items are excluded: \_\_\_\_\_

19  
20 **3. PURCHASE PRICE.**

21 \$ \_\_\_\_\_ is the total purchase price to be paid as follows:  
22 \$ \_\_\_\_\_ earnest money (\$0 if none stated) **(check one)**  received for delivery to **OR**  to be delivered to  
23 \_\_\_\_\_ escrow agent within  
24 \_\_\_\_\_ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be  
25 escrow agent if none specified above.

26 \$ \_\_\_\_\_ additional earnest money (\$0 if none stated) to be delivered to escrow agent within \_\_\_\_\_ days  
27 after the "Acceptance Deadline" date (15 days if none stated) or \_\_\_\_\_.

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

31 **4. METHOD OF FINANCING.**

32 **Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and**  
33 **Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be**  
34 **necessary for the Buyer to request Seller to agree to an extension of the Closing Date.**

35  **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance  
36 any portion of the purchase price.

37  **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan  
38 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to  
39 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided  
40 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or  
41 before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan  
42 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter  
43 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly  
44 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has



100 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's  
101 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or  
102 acreage discrepancies, or other matters that would be disclosed on a survey.

103 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.**  
104 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**  
105 **acreage discrepancies.**

106 If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this  
107 contingency, Buyer shall within \_\_\_\_\_ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a  
108 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)  
109 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential  
110 purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time  
111 will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title  
112 insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey  
113 defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct  
114 the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2)  
115 additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions  
116 of this paragraph, Buyer's earnest money to be returned, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to  
117 pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of  
118 the contract acceptance and Closing.

119 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.**  
120 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**  
121 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**  
122 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**  
123 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**  
124 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

125 **7. FRANCHISE DISCLOSURE.**

126 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said  
127 Broker(s).

128 **8. ADJUSTMENTS AND CLOSING COSTS.**

129 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135FHA or #2135VA and  
130 current FHA and VA regulations) as follows:

131 **Buyer shall pay for (where applicable):**

- 132 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 133 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter  
134 fees) customarily paid by Buyer, subject to paragraph 8;
- 135 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,  
136 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 137 • building, termite, and environmental inspections;
- 138 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 139 • real estate compensation to broker per separate written agreement;
- 140 • municipal, Conservation District and fire district inspection fees;
- 141 • municipal occupancy permit; and
- 142 • agreed upon repairs.

143 **Seller shall pay for (where applicable):**

- 144 • existing loans on property (if not assumed by Buyer);
- 145 • any expenses of Buyer's loan agreed to in paragraph 4;
- 146 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees)  
147 customarily paid by Seller, subject to paragraph 8;
- 148 • special taxes and special assessments levied before Closing;
- 149 • real estate compensation to broker per separate written agreement, Seller authorizes selling portion of commission to be paid  
150 directly to selling broker; and
- 151 • agreed upon repairs.

152 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**  
153 **of Closing (Seller to pay for last day):**

- 154 • current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by  
155 Seller and not adjusted;
- 156 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 157 • district improvement assessments for current year; buyer to pay thereafter;
- 158 • subdivision upkeep assessments and monthly condominium fee;
- 159 • interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).



160 **9. LOSS.**

161 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered  
162 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or  
163 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,  
164 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,  
165 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be  
166 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of  
167 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for  
168 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance  
169 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive  
170 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,  
171 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or  
172 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing  
173 broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and  
174 if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option  
175 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make  
176 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the  
177 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned to Buyer, subject  
178 to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

179 **10. ASSIGNABILITY OF CONTRACT.**

180 This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of trust  
181 as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations  
182 under this contract.

183 **11. MISCELLANEOUS PROVISIONS.**

184 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central  
185 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,  
186 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be  
187 construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties  
188 hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be  
189 changed, modified or amended, in whole or in part, except in writing signed by all parties.

190 **12. EARNEST MONEY.**

191 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited  
192 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by  
193 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the  
194 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is  
195 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses  
196 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a  
197 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account  
198 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine  
199 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will  
200 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or  
201 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest  
202 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker  
203 is required by Missouri Statute, Section 339.105.4RSMo to report and deliver the monies to the State Treasurer within 365 days of  
204 the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60)  
205 days after the initial projected Closing date.

206 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**  
207 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing**  
208 **to be bound by the provisions of this contract before being named as the escrow agent.**

209 **13. REMEDIES.**

210 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party  
211 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the  
212 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as  
213 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or  
214 in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be  
215 reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as  
216 subagent of Seller) in lieu of commission on this contract.



269 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**  
270  Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this  
271 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is  
272 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.  
273  Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.  
274 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that  
275 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency  
276 shall be deemed as waived by Buyer.  
277  No Seller's Disclosure Statement will be provided by Seller.  
278 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.  
279 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any  
280 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site  
281 for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written  
282 explanation.  
283 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

284 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**  
285 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,  
286 upon first contact, or immediately upon the occurrence of a change to the relationship.  
287 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the**  
288 **Selling Licensee.**

289 **Licensee assisting Seller is a: (Check appropriate box)**  
290  Seller's Agent: Licensee is acting on behalf of the Seller.  
291  Buyer's Agent: Licensee is acting on behalf of the Buyer.  
292  Dual Agent: Licensee is acting on behalf of both Seller and Buyer.  
293  Designated Agent: Licensee has been designated to act on behalf of the Seller.  
294  Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.  
295 **Licensee Personal Interest Disclosure: (Complete only if applicable)**  
296 \_\_\_\_\_ (insert name of licensee) is a real  
297 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
298  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
299  an immediate family member of  Seller  Buyer Specify: \_\_\_\_\_

300 **Licensee assisting Buyer is a: (Check appropriate box)**  
301  Buyer's Agent: Licensee is acting on behalf of the Buyer.  
302  Seller's Agent: Licensee is acting on behalf of the Seller.  
303  Dual Agent: Licensee is acting on behalf of both Buyer and Seller.  
304  Designated Agent: Licensee has been designated to act on behalf of the Buyer.  
305  Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.  
306  Subagent of Seller: Licensee is acting on behalf of the Seller.  
307 **Licensee Personal Interest Disclosure: (Complete only if applicable)**  
308 \_\_\_\_\_ (insert name of licensee) is a real  
309 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
310  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
311  an immediate family member of  Seller  Buyer Specify: \_\_\_\_\_

312 **Sources of compensation to Broker(s), including commissions and/or other fees:  Seller  Buyer**

313 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.  
314 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.  
315 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic  
316 Transaction Act as adopted by Missouri.

317 \_\_\_\_\_  
318 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**  
319 **Broker's Firm State License ID#:** \_\_\_\_\_ **Broker's Firm State License ID#:** \_\_\_\_\_  
320 **By (Signature):** \_\_\_\_\_ **By (Signature):** \_\_\_\_\_  
321 **Printed Name:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
322 **Licensee State License ID#:** \_\_\_\_\_ **Licensee State License ID#:** \_\_\_\_\_  
323 **Date:** \_\_\_\_\_ **MLS ID:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **MLS ID:** \_\_\_\_\_  
324 **OFFER to be accepted by Seller by:** \_\_\_\_\_ **m of** \_\_\_\_\_.

325 \_\_\_\_\_  
326 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**  
327 \_\_\_\_\_  
328 **Buyer Printed Name** **Buyer Printed Name**

329 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

330 \_\_\_\_\_  
331 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**  
332 \_\_\_\_\_  
333 **Seller Printed Name** **Seller Printed Name**

334 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**  
335 **(use #2164 Sale Contract Counteroffer Form).**

336 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER.**  
337 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**  
338 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

## Seller TRID Information Form

Congratulations on the sale of your property located at \_\_\_\_\_.  
In order to prepare for your closing transaction, we request that you furnish the following information:

### Subdivision/Trustee/Condominium Assessment(s)

Do you pay any assessments?  Yes  No If yes, amount paid \$ \_\_\_\_\_

Paid  MONTHLY or  YEARLY? Contact / Mgmt Co: \_\_\_\_\_

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

Website / Email: \_\_\_\_\_

Do you pay any other assessments?  Yes  No If yes, amount paid \$ \_\_\_\_\_

Paid  MONTHLY or  YEARLY? Contact / Mgmt Co: \_\_\_\_\_

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

Website / Email: \_\_\_\_\_

**Note: Any fee for this information will be borne by the seller.**

**Sewer:**  Septic or  Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Water:**  Well / Metered or  Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

### Vested Owner Status:

The marital status of the vested owner is pertinent information needed due to additional requirements that may need to be met. Please check one:  SINGLE  MARRIED

Are any vested owners deceased or otherwise incapacitated?  YES  NO (If yes, you will be asked for additional documentation, including but not limited to death certificate, medical letter of incapacitation, etc.)

If during the time of ownership of this property you were:

- DIVORCED: please tell us in what county or city it was filed? \_\_\_\_\_  
(You may be asked to provide a copy of the Divorce Decree and/or Separation Agreement prior to closing for review)
- WIDOWED: please enter date of death of your spouse \_\_\_\_\_  
(Please provide a copy of the death certificate)
- Re-married? Please provide spouse's legal name: \_\_\_\_\_
- Will all owners and their spouses be attending the scheduled closing?  YES  NO  
If married, both spouses MUST sign at closing. If spouse is not in title please furnish us with his/her full name: \_\_\_\_\_

**NOTE:** If you are using a **Power of Attorney**, a copy must be provided **prior to closing** for review, and the original will need to be recorded.

### Entity Information:

Do you hold your property in one of the following entities?  Trust  LLC  Corp.  Partnership (check one)  
If yes, additional information regarding your entity (i.e. Trust Certificate, Operating Agreement, Resolution) will be required **prior to closing**.

### Other Necessary Information:

- Are you a U.S. Citizen?  Yes  No (check one) If "No", do you have a green card?  Yes  No (check one)
- Is this your primary residence?  Yes  No (check one)
- Have you ever filed Bankruptcy?  Yes  No If yes, what date? \_\_\_\_\_
- Have there been any repairs, remodeling or construction within the last year?  Yes  No (check one)  
If yes, please contact us to determine if there will be any requirements made in connection with the construction work.
- Is there a mobile home or manufactured home on the property?  Yes  No (check one)  
If yes, has the Title been surrendered and the home converted from personal property to real estate since March 1, 2011?  Yes  No (check one)
- Are there any tenancies or leases that will survive closing?  Yes  No (If Yes, you may need to provide additional information (i.e. Current Lease, Rent Roll, Security Deposit Verification))

**Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved in closing the transaction. Additional information may be required.**

**Seller TRID Information Form**

**Loan Information:**

First Mortgage Loan is with: \_\_\_\_\_

Account or Loan number: \_\_\_\_\_ Phone: \_\_\_\_\_

Date last payment sent: \_\_\_\_\_

Second Mortgage Loan is with: \_\_\_\_\_

Account or Loan number: \_\_\_\_\_ Phone: \_\_\_\_\_

Date last payment sent: \_\_\_\_\_

Home Equity or Line of Credit is with: \_\_\_\_\_

Account or Loan number: \_\_\_\_\_ Phone: \_\_\_\_\_

Date last payment sent: \_\_\_\_\_

**The loan information is being requested for closing. In requesting your payoff statement, your signature and social security number may be required by your lender before issuing a payoff statement. Please sign below as consent to the release of said information.**

X \_\_\_\_\_

X \_\_\_\_\_

Last 6 digits of SSN: xxx-\_\_\_\_\_

Last 6 digits of SSN: xxx-\_\_\_\_\_

**\*\* If you have a Home Equity Line of Credit (HELOC), please complete the attached "Authorization to Freeze and Close Credit Line / Equity Line Accounts" and return with this form.\*\***

Forwarding Address after closing: \_\_\_\_\_  
(this address will enable us to accurately prepare your final closing documents)

How do you prefer to receive the proceeds from the sale?  Check  Wire (check one)

Please furnish a phone number where you can be reached **between the hours of 9:00am to 5:00pm** \_\_\_\_\_

Please print your e-mail address: \_\_\_\_\_

**Thank you for your prompt response. If you have any questions regarding this letter please contact your title company (if known) at the email or phone number listed below:**

Closer: \_\_\_\_\_

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

The following title company will be handling your closing:

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

Branch Location: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved in closing the transaction. Additional information may be required.**

**Seller TRID Information Form**

**LETTER OF AUTHORIZATION TO FREEZE AND CLOSE  
CREDIT LINE / EQUITY LINE ACCOUNTS**

**\*\* If you have a Home Equity Line of Credit (HELOC), please complete and return this form.**

**TO:** \_\_\_\_\_  
**LENDER NAME**

\_\_\_\_\_  
**ADDRESS**

**FROM:** \_\_\_\_\_  
**BORROWER NAME**

**RE:** \_\_\_\_\_  
**LOAN NUMBER**

The undersigned hereby authorizes you to freeze and close the above referenced credit line / equity line upon receipt of this notice.

I / We agree to pay any charges pending that may not be reflected on the demand for payoff issued to the title insurance company and I / We agree to cease activity on this account.

Upon receipt of funds representing payment in full, you are to close the account.

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

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

**Note: This preliminary information is being requested for closing purposes and will be shared with any title company involved in closing the transaction. Additional information may be required.**

# WHO TO CONTACT

**<Your Company Logo>**

**<Your Company Name>**

**The Trusted <Your City> Home Buyer**

## **What happens after you sign the contract?**

At <Your Company Name>, our service doesn't stop when the contract is signed. We will do our best to keep you informed, but encourage you to call us with questions you may have at any time about the sale of your property.

## **Contacting Us at <Your Company Name>:**

**<Your Name>**: <Your Company Name> Contract-to-Close Specialist – Sees the contract through to closing and is in constant contact with the title company.

- **Phone Number: 123-546-7890**
- **Email: yourname@yourcompanyname.com**

**<Title Company Representative>**: <Title Company Name> – Manages the paperwork to complete the title work on the property. <Title Company Representative> can help with questions such as, when should you set up a time to close, what documents do you need to send them prior to closing, etc.

- **Phone Number: 123-456-7890**
- **Email: representative@titlecompanyname.com**

<Your Company Name> is here to help make the sale of your property as fast and easy as possible. Please do not hesitate to call <Company Representative> if you have any questions about the closing process!