



Dear Customer(s):

Thank you for using WACO Title for your closing and title needs. We recommend that you always involve a professional Realtor when buying and selling real estate, however, we understand that some customers prefer to buy or sell their homes without the assistance of a real estate agent or broker. Attached to this letter you will find several forms that you and a potential buyer will need to complete. **Please note that should you have any legal questions or concerns about these forms, you should speak with a licensed attorney.** After you have agreed to the terms of a contract for sale, please return all of the completed forms to WACO Title. When the forms are returned, WACO Title will open a file and begin the title work and preparation for closing. As the result of various Federal and State laws, we need the requested information to complete title work and to prepare for closing. The information you provide is private and confidential and will not be released to any sources other than those required by law, those required to provide the services you have requested or those required under the terms of the contract. If you have any questions concerning our privacy policy, please do not hesitate to contact one of our offices for clarification.

Once you have completed the forms, please turn them in to any WACO Title office by email, fax, mail or hand-delivery. Email for all closing locations is: **orderdept@wacotitle.com**

Springfield

1517 Bradford Parkway
Springfield, MO 65804-4212
(417) 889-1818
FAX: (417) 889-2626

Branson

2001 State Hwy 248
Gretna Plaza, Suite 10
Branson, MO 65616-3407
(417) 239-2988
FAX: (417) 239-2985

Joplin

408 E 32nd Street
Joplin, MO 64801
(417) 623-2961
FAX: (417) 623-3241

Mt. Vernon

103 S. Market Street
Mt. Vernon, MO 65712
(417) 466-3737
FAX: (417) 466-4303

Carthage

2424 Fairlawn Ave
Carthage, MO 74836
(417) 358-5908
FAX: (417) 223-4965

Pineville

502 Main Street
P.O. Box 467
Pineville, MO 64856
(417) 223-4896
FAX: (417) 223-4965



Closing Your Real Estate Transaction...What to Expect

We understand that the **sale** of your home may very well be one of the largest financial transactions you are involved in, **so we are committed to making sure it's handled smoothly and efficiently.** When you have a buyer for your property, documentation will be necessary to create a contract between you and the buyer. The attached template can be utilized for that purpose, if you choose. Once all parties have signed the contract, provide that information to the **WACO Title Office,** where we will begin a review of the property. Our **Title Examiners** will conduct an extensive search of the property ensuring that ownership was properly conveyed each and every time the property was sold or transferred. The Title Examiners will stipulate any **requirements** that are to be satisfied for the property to be transferred to the new owners. Typical examples of what is necessary to satisfy title requirements include, but are not limited to paying the following: existing mortgages, home equity loans, liens, **homeowner's association dues and real estate taxes.** **Our office may contact you to obtain necessary information to expedite satisfying those items.**

When closing day arrives, we want to insure that your time in our office is smooth and efficient. In order to ensure for a smooth transaction, take note of the following:

- **Arrive at the closing office with proper identification (a State issued Driver's License).**
- **If you are required to bring funds to the closing to settle the transaction, we will provide you information as to the amount required for you to bring. The funds you bring must be certified or via wire.**
- **If you are a married person, your spouse will be required to be at the closing to sign certain documents regardless of whether or not they hold title or are on loan documents.**

The **Closing Agent** will handle all the required documentation to ensure ownership is properly conveyed, title requirements are satisfied and information is properly recorded within the appropriate county. You will be provided copies of all the documents that are part of the closing file. Our Closing Agent will explain each and every document to you to insure that you have a **complete understanding.** Our commitment to you is simple...real estate closing made easy!

These forms are provided as a tool to assist in the "For Sale by Owner" transactions. WACO Title does not represent the Buyer or Seller in any way.



Closing Your Real Estate Transaction...What to Expect

We understand that the **purchase** of a home may very well be your most valuable asset, so we are committed to making sure your investment is properly protected. When you find your perfect property, you will need documentation to create a contract between you and the seller. The attached template can be utilized for this purpose, if you choose. Once all parties have signed the contract, provide it to the **WACO Title Office**, where we will begin a review of the property. Our Title Examiners will conduct an extensive search of the property ensuring that ownership was properly conveyed each and every time the property was sold or transferred. You have the option to purchase **Title Insurance** to protect your investment. This insurance is a one-time premium that gives you peace of mind for future claims against your rightful ownership of the property for the entire time you own your property. If you are securing financing for your property, your lender will require you to purchase a title policy to protect their **interest; however, please note that the lender's title policy does not protect your ownership**. That said, you can purchase an Owner's Policy of Title Insurance for a minimal additional cost, and this policy will **Protect your Property Rights** as long as you own the home.

When closing day arrives, we know it will be an exciting day as **its likely the day you'll receive possession** of your new home! We want to insure that your time in our office is smooth and efficient. In order to insure for a smooth transaction, take note of the following:

- **Arrive at the closing office with proper identification (a State issued Driver's License) and secondary form of identification as some lenders require two forms of identification.**
- **We will provide you information as to the amount of funds required for you to bring to settle your transaction. The funds you bring must be certified or via wire.**
- **If you are a married person, your spouse will be required to be at the closing to sign certain documents regardless of whether or not they are on loan documents as stipulated by Missouri law.**

The **Closing Agent** will have all the required documentation to insure that your loan is properly executed per your lender's instruction, documentation to properly convey ownership from the seller to you and lastly documents that **WACO Title** will have to finalize your transaction. You will be provided copies of all the documents that are part of the closing file. Our Closing Agent will explain each and every document to you to insure that you have complete understanding. Our commitment to you is **simple...real estate closing made easy!**

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REAL ESTATE CONTRACT

For Residential Resale Property

Date _____, 20____

1. **BUYER** (_____) offers to buy from **SELLER** (_____), the following property subject to the terms set forth herein.

2. **PROPERTY ADDRESS and LEGAL DESCRIPTION:**

3. **PURCHASE PRICE:** The buyer will pay \$ _____ for the property at Buyer's closing. To be paid via the following:

- A. _____ CASH AT CLOSING
- B. _____ NEW LOAN – The Buyer's ability to obtain a loan to be secured by the property in an amount not less than: \$ _____.
- C. _____ OWNER FINANCING

Unless otherwise specified, all loan costs and prepaid items shall be paid by Buyer. If said loan is not available or is not closed, Buyer agrees to pay for loan costs incurred, including appraisal and credit report, unless failure to close is caused by Seller.

- D. _____ OTHER:

4. **APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make application for a new loan within _____ days from date of this contract.

5. **EARNEST MONEY:** With the signing of this contract, Buyer tenders a check for \$ _____ ("Earnest Money") to be deposited with _____ ("Escrow Agent"). Upon closing, the Earnest Money shall apply first towards the closing costs and then any remainder towards the purchase price. If title requirements are not satisfied, the full amount of the Earnest Money shall be **promptly refunded to Buyer. If Buyer fails to fulfill Buyer's obligations, the earnest money shall be retained by the Seller as liquidated damages; WHICH FACT SHALL NOT PRECLUDE SELLER FROM ASSERTING OTHER LEGAL OR EQUITABLE RIGHTS WHICH THEY MAY HAVE BECAUSE OF SUCH BREACH.**

In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the Earnest Money, the Escrow Agent shall refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue; and in so refusing, the Escrow Agent shall not be liable for any loss or damage for its failure to release the Earnest Money. The Escrow

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Agent shall not be or become liable in any way for its failure or refusal to comply with such conflicting instructions or adverse claims or demands; and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto or (b) shall have finally been determined in a court of competent jurisdiction.

That the Escrow Agent may in the event of any such disagreement, in its sole discretion, do one or both of the following:

- a. Resign by giving thirty (30) days written notice thereof to the parties hereto. Upon the resignation of the Escrow Agent, Buyer and Seller shall furnish to the Escrow Agent written instructions for the release of the Earnest Money.
- b. Institute an appropriate proceeding in a court of competent jurisdiction and pay into the court the Earnest Money. In such event, the fees and expenses of such proceeding will be a part of the expense of administering the Earnest Money escrow; and the fees and expenses will be a charge against the Earnest Money paid into the court. Upon the institution of the proceeding, the Escrow Agent shall take whatever action it deems necessary and proper to transfer the control of the Earnest Money to the court. In doing so, the Escrow Agent shall not be responsible for any loss of interest.

6. **CONVEYANCE:** Conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owner by seller.

7. **TITLE INSURANCE:** The owner(s) of the above property, hereinafter called Seller, shall furnish a commitment for an **owner's** title policy in the amount equivalent to the purchase price and lender's policy (if applicable) per lender requirements. Cost of associated title insurance is to be paid for as follows:

- Title search and examination to be paid for by: _____
- Owner's Title Insurance Policy to be paid for by: _____
- Lender's Title Insurance Policy to be paid for by: _____

8. **PRORATIONS:** Seller shall pay Taxes and special assessments due on or before Buyer's closing. Taxes and special assessments shall be prorated as of Buyer's closing unless otherwise specified herein.

9. **CLOSING:** The closing date is to be on or before _____. Extension of this Contract must be in writing, signed by both Buyer and Seller; except that the Contract may be extended up to _____ days without written agreement for the purpose of clearing title or for the purpose of securing financing. BUYER AND SELLER AGREE THAT TIME IS OF THE ESSENCE IN THIS CONTRACT.

10. **CLOSING COSTS:**

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- A. _____ The parties agree that the **closing fee** shall be split equally between the Buyer and Seller.
- B. _____ The parties agree that the closing fee will be paid for by the buyer.
- C. _____ The parties agree that the closing fee will be paid for by the seller.

11. **POSSESSION:** Possession shall be delivered to Buyer:

- A. _____ Upon Buyer's closing date.
- B. _____ After Buyer's closing date, but not later than _____ days after Buyer's closing, in this event, Seller agrees to pay at Buyer's closing \$_____ per day from Buyer's closing to date possession is delivered. Said sum to be delivered and disbursed to Buyer on the day possession takes place.

12. **FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the purchase price. Such fixtures and attached equipment shall include, but not be limited to, the following: window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings, gas or electric grills, awnings, mail boxes, garage door openers and remote units, water softeners, propane and butane tanks, antennas and any other items bolted, nailed, crewed, buried or otherwise attached to the real property in a permanent manner.

13. **TERMITE CONTROL REQUIREMENTS:**

- A. _____ NONE
- B. _____ Purchase price to include termite control policy and inspection report, as required buyer HUD, VA, or lender.

14. **INSPECTIONS AND REPAIRS:** Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statement of Seller as to age or condition of improvements, other than those specified herein; 13A and 13B do not apply to new previously unoccupied dwellings.

- A. _____ Buyer accepts the property in its present condition, subject only to the following:

- B. _____ The following items, if any, shall be **in normal working order at Buyer's closing:** all improvements and structures, plumbing, environmental conditions, dishwashers, disposals, trash compactors, ranges, exhaust fans, electrical systems, heating and air conditioning systems, and _____ Buyer shall have the right, at Buyer's expense, to inspect the above items prior to Buyer's closing, if any of the above items are found not to be in normal working order, Buyer may notify Seller in Writing prior to Buyer's closing. After such notice as provided herein, Seller agrees to pay the cost of repair of such items including FHA, VA or other lender requirements, up to but not exceeding \$_____ if cost of such repairs will exceed the above amount, and Seller refuses to pay the additional cost, **Buyer may accept the property in its condition at Buyer's closing with credit on the purchase price in the above amount, or Buyer may declare this contract null and**

void. If Buyer does not give notice of defects in writing prior to Buyer's closing, all subsequent repairs shall be at Buyer's expense. For the purpose of this paragraph, "normal working order" means that the inspection items function for the purpose for which they are intended.

15. **RISK OF LOSS:** The risk of loss or damage to the property by fire or other casualty occurring up to the time of Buyer's closing is assumed by the Seller.

16. **REAL ESTATE COMMISSIONS:** Both of the parties warrant and represent that neither has entered into any contract with a real estate agent or broker and neither owes real estate commissions with regard to this transaction.

17. **OTHER CONDITIONS:** Prior to the Closing Date, Seller agrees to prevent any material adverse change in the title or condition of the Property.

IMPORTANT: WHEN SIGNED, THIS IS A LEGALLY BINDING CONTRACT. THIS CONTRACT FORM MAY NOT BE SUITABLE FOR EVERY TRANSACTION.

BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE THE RIGHT TO SEEK THE COUNSEL OF A LICENSED ATTORNEY IN INTERPRETING OR REVISING THIS FORM AND THAT, TO THE EXTENT THEY HAVE LEGAL QUESTIONS ABOUT THE FORM, THEY HAVE EXERCISED THOSE RIGHTS.

BUYER

SELLER

BUYER

SELLER

Offer submitted _____, 20__

The above offer is
accepted _____ 20__

RETURN REQUEST OF EARNEST MONEY DEPOSIT

Date: _____

Offer to Purchase and Contract dated _____ for property located
at _____

_____ (address)

between _____ (Sellers)

and _____ (Buyers).

We hereby request the return of our earnest money in the amount of \$ _____

and declare the above contract to be null and void.

Earnest Money is to be returned to (circle one): BUYER(S) / SELLER(S)

By signing this request, the Sellers and the Buyers shall release each other from any and all claims or liabilities and Sellers and Buyers agree to indemnify and hold harmless the Escrow Agent for complying with the disbursement instructions above. All parties agree to consider the Contract null and void.

BUYER

SELLER

BUYER

SELLER

Date: _____, 20____

Date: _____, 20____

SELLER'S PROPERTY DISCLOSURE STATEMENT

This disclosure statement refers to the property located at:

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to a buyer all known materials or adverse facts relating to the physical condition of the property that are not readily observable. All questions must be answered completely. If answers are affirmative, please provide detailed explanations on the "Additional Explanations" section (page 3).

	YES	NO	DON'T KNOW
1. Does seller currently occupy property?			
2. If not, when did seller last occupy property?			
3. Is any part of the property leased?			
4. Does anyone claim an easement on or a right to use all or some of the property?			
5. Does property rest on a landfill?			
6. Is the property in a designated flood plain?			
7. Is the property in a designated fire danger zone?			
8. Is the property in a designated earthquake danger zone?			
9. Are you aware of any settling/earth movement?			
10. Are you aware of any encroachments, boundary line disputes, or unrecorded easements?			
11. How old is the structure?			
12. Are you aware of any problems, past or present, with roof, gutters, or downspouts?			
13. Are you aware of any past or present damage caused by infiltrating pests, termites, dry rot, or other wood-boring insects?			
14. Is your property currently under warranty by a licensed pest control company?			
15. Are you aware of any past or present movement or other structural problems with floors, walls, or foundations?			
16. Has there been fire, wind, or flood damage that required repair?			

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17. Has there ever been water leakage or dampness within basement or crawl space?			
18. Have there been any additions, structural changes, or alterations to the property?			
19. Was work done with the necessary permits and approvals in compliance with building codes and zoning regulations?			
20. Is drinking water source public or private?			
21. Is sewer system public or private?			
24. Are you aware of any toxic substances on the property?			
25. Has the property been tested for radon?			
26. Are there or have there ever been fuel storage tanks below ground on the property?			
27. Is property subject to covenants and restrictions?			
28. Is there a mandatory association fee?			
29. If so, how much monthly/yearly?	\$ _____ per _____		
30. Is there an initiation fee?			
31. Are special assessments approved by the association?			
32. Has the property ever been the subject of litigation?			
33. Do you know of any violations of local, state, or federal laws, codes, or regulations with respect to the property?			
34. Are any equipment/appliances/systems included in sale of property in need of repair or replacement?			
35. Does the property contain asbestos?			
36. Does the property contain lead paint?			

37. Additional explanations or disclosures (please attach additional sheets if necessary):

38. The following checked items are currently on the property and will be included in the sale:

- | | | | |
|-------------------------------------------|---------------------------------------------------|--------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarms | <input type="checkbox"/> Central Air |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Window A/C Unit | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave | <input type="checkbox"/> TV Antenna |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Pool | <input type="checkbox"/> Washer/Dryer Hookups |
| <input type="checkbox"/> Hot Tub/Jacuzzi | <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Pool Barrier | <input type="checkbox"/> Safety Cover for Hot Tub | | |

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, this disclosure statement is not a substitute for inspections 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 condition 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.

BUYER _____ DATE _____

BUYER _____ DATE _____

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

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SELLER INFORMATION

SELLER (1)

Name: _____ <i>FIRST MIDDLE LAST</i>
Mailing Address: _____ _____
Social Security Number: _____ Marital Status: M D S W <i>IF married, name of spouse: _____</i>
Email Address: _____
Phone Number: HOME _____ MOBILE _____

SELLER (2)

Name: _____ <i>FIRST MIDDLE LAST</i>
Mailing Address: _____ _____
Social Security Number: _____ Marital Status: M D S W <i>IF married, name of spouse: _____</i>
Email Address: _____
Phone Number: HOME _____ MOBILE _____

Is the property being sold covered by a Homeowner's Association: YES NO

If YES, please provide contact information:

HOA Contact person: _____

Email: _____

Phone: _____

Amount of dues: \$ _____ per _____

Other information relevant to the sale of property:



SELLER payoff authorization

PAYOFF AUTHORIZATION

I/We hereby authorize **WACO TITLE COMPANY** to request and accept payoff demand statements on my/our behalf for the following mortgage loan and/or line of credit:

Current
Mortgage
Company: _____

Phone: _____

Loan Number: _____

Name as it
appears on
the account: _____

Primary Social Security Number: _____

Consumer

Consumer

Date: _____, 20_____

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BUYER INFORMATION – pg 1.

BUYER (1)

Name: _____ <i>FIRST MIDDLE LAST</i>
Mailing Address: _____ _____
Social Security Number: _____ Marital Status: M D S W <i>IF married, name of spouse: _____</i>
Email Address: _____
Phone Number: HOME _____ MOBILE _____

BUYER (2)

Name: _____ <i>FIRST MIDDLE LAST</i>
Mailing Address: _____ _____
Social Security Number: _____ Marital Status: M D S W <i>IF married, name of spouse: _____</i>
Email Address: _____
Phone Number: HOME _____ MOBILE _____

TRUST* (if applicable)

Name [of Trust]: _____
Trustee (1): _____
Phone Number: HOME _____ MOBILE _____
Trustee (2): _____
Phone Number: HOME _____ MOBILE _____
<i>*A Certification of Trust will be required.</i>



BUYER INFORMATION – pg 2.

LENDER / CREDITOR *(if applicable)*

Company: _____
Contact: _____ Phone: _____
Email: _____

VESTING

How shall title be vested?
_____ Joint Tenants with Right of Survivorship
_____ Tenants In Common
_____ Husband and Wife

HOMEOWNERS INSURANCE

Insurance Company: _____
Insurance Agent: _____ Phone: _____

➤ Other information relevant to the purchase of property:



HOMEOWNER’S ASSOCIATION DISCLOSURE STATEMENT

1. This is a disclosure summary for _____ (name of community).

2. As Purchaser of a property in this community, you will be obligated to be a member of a **homeowner’s association, pay the appropriate dues and/or assessments and subject to restrictive covenants** governing the use and occupancy of properties in this community.

3. Failure to pay applicable dues/assessments could result in a lien on your property.

4. Check either (a) or (b) below:
 - a. _____ **As an obligation of membership in the homeowner’s association, you are obligated to pay rent or land use fees for recreational or other commonly used facilities. The current obligation is \$_____ per _____.**

 - b. _____ This community has NO requirement to pay rent or land use fees for recreational or other commonly used facilities.

5. The restrictive covenants (check only one) _____ can, _____ cannot, be amended without the approval of the association membership.

6. As a prospective Purchaser, you should refer to the covenants and association governing documents for a detailed description of the rules summarized here.

Contact for Homeowner’s Association: _____

Phone #: _____

Fax #: _____

Email: _____

Address for payment of dues: _____



BUYER _____

DATE _____

BUYER _____

DATE _____

This disclosure, if applicable, should be furnished by the Seller.



TERMINATION OF CONTRACT

For valuable consideration the parties known as:

and _____

do hereby release each other, now and forever, from any and all further liabilities, requirements, payments, and performance of the contract made on _____,

known to both parties as (describe the contract) _____

and made for the purpose of the parties recognizing that all matters regarding (the attached Contract) are terminated prior to its fulfillment and that the parties have agreed and find it mutually desirable to enact this Termination of Contract.

Buyer and Seller agree to mutually execute and present a **Return Request of Earnest Money Deposit** to Escrow Agent, and Sellers and Buyers agree to indemnify and hold harmless the Escrow Agent for complying with the disbursement instructions contained therein.

This Termination of the said contract will become effective upon the signature of both parties.

Signature

DATE

Print



Signature

DATE

Print