



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.

Headquarters/Springdale

2592 S.48th Street
Springdale, AR 72762
Phone: 479.770.6700
Accounting Fax: 479-770-6878
Admin Fax: 479-770-6880
Closing Fax: 479-770-6801
Orders Fax: 479-770-6876
Title Fax: 479-770-6875
wacoorders@wacotitle.com

Commercial Title & Closing Division

1164 East Joyce Blvd
Fayetteville, AR 72703
Phone: 479-770-6700
Fax: 479-770-6873

Fayetteville

1164 East Joyce Blvd
Fayetteville, AR 72703
Phone: 479-770-6700
Fax: 479-770-6881

South Fayetteville

3049 W. MLK Blvd, Ste. 11
Fayetteville, AR. 72704
Phone: 479-770-6742
Fax: 479-770-1052

Huntsville

109 Court Street
PO Box 669
Huntsville, AR 72740
Phone: 479-738-2210
Fax: 479-737-1106

West Fork & Farmington

Phone: 479-442-8554
Fax: 479-442-4850

Rogers/Bentonville

Village on the Creeks
5208 Village Parkway
Suites 3 and 4
Rogers, AR 72758
Phone: 479-659-5000
Fax: 479-621-1878

North Little Rock

5917 John F. Kennedy Blvd
North Little Rock, Ar. 72116
Phone: 501-716-6160
Fax: 501-716-6169

Bentonville

3103 SE Moberly Lane
Bentonville, Ar 72712
Phone: 479-633-6565
Fax: 479-770-1751

Fort Smith

7300 Cameron Park Dr
Fort Smith, AR. 72917
Phone: 479.782-3054
Orders Fax: 479.484-8425
Title Fax: 479-484-8409
Closing Fax: 479-484-8408
rivervalleyorders@wacotitle.com

Van Buren

1514 Fayetteville Rd
Van Buren, AR. 72956
Phone: 479-573-2840
Fax: 479-573-2844
rivervalleyorders@wacotitle.com

Little Rock

8201 Cantrell Road,
Suite 140, Pavilion in the Park
Little Rock, AR 72227
Phone: 501-716-6100
Fax: 501-716-61

Conway Main Office

701 Locust Street
Conway, AR 72034
Phone: 501-327-5803
Title/Orders Fax: 501-548-3253
Closing Fax" 501-548-3254

Conway Greenbrier Office

287 South Broadview
Suite C3
Greenbrier, AR 72058
Phone: 501-679-2848
Fax: 501-679-8675

Bella Vista

2886 Bella Vista Way
Bella Vista, AR. 72714
Phone: 479-271-3010
Fax: 479-271-3015

Benton - Saline County Abstract

316 North Main Street
Benton, AR 72015
Phone: 501-315-2471
Fax: 501-315-4128
orders@salineabstract.com



Closing Your Real Estate Transaction...What to Expect as a Seller

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, as required by law, 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!



Closing Your Real Estate Transaction...What to Expect as a Buyer

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, as required by law, regardless of whether or not they are on loan documents.**

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!

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.

WACO Title – Closing Information Needed:

Property Address: _____

SELLER INFORMATION:

Seller(1) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Seller(2) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

1st Mortgage: _____

Phone Number: _____

Loan Number: _____

2nd Mortgage: _____

Phone Number: _____

Loan Number: _____

Seller's Termite Company: _____

Seller(1)

I, _____, give WACO Title authorization to obtain information on my account(s). Date: _____

Seller(2)

I, _____, give WACO Title authorization to obtain information on my account(s). Date: _____

Name of Trust (if applicable): _____

Name of Trustee (1): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

Name of Trustee (2): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

**COPY OF THE TRUST WILL NEED TO BE PROVIDED.

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.

WACO Title – Closing Information Needed:

Property Address: _____

BUYER INFORMATION:

Buyer(1) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Buyer(2) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Vesting of Title: _____ Joint Tenants with Right of Survivorship
_____ Tenants In Common
_____ Husband and Wife

Lender: _____

Loan Officer: _____

Phone #: _____

Homeowner's Insurance: _____

Insurance Agent: _____

Phone #: _____

Buyer(1)

I, _____, give WACO Title authorization to obtain information on my account(s). Date: _____

Buyer(2)

I, _____, give WACO Title authorization to obtain information on my account(s). Date: _____

Name of Trust (if applicable): _____

Name of Trustee (1): _____
Trustee's Phone #: (H) _____ (W) _____ (M) _____

Name of Trustee (2): _____
Trustee's Phone #: (H) _____ (W) _____ (M) _____

****COPY OF THE TRUST WILL NEED TO BE PROVIDED.**

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.

REAL ESTATE CONTRACT

**For Residential Resale Property
(Offer and Acceptance)**

Date _____, 20____

1. **BUYER:** _____ offers to buy, subject to the terms set forth herein, the following property.

2. **PROPERTY DESCRIPTION AND ADDRESS:**

3. **PURCHASE PRICE:** The Buyer will pay \$_____ for the property at Buyer’s closing. The down payment shall be \$_____ with the balance to be paid at closing as follows:

- A. CASH AT CLOSING.
- B. NEW LOAN with_____. The Buyer’s ability to obtain a loan to be secured by the property in an amount not less than \$_____. Loan type to be CONV FHA VA OWNER FINANCING ASSUMPTION

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.

- C. 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 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 policy of title insurance in the amount of the purchase price. A combo title policy is to be issued if Buyer is obtaining a new loan. Cost of title insurance to be split equally between the Buyer and Seller unless otherwise specified herein.

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 estimated to be on or about _____.
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:** The parties agree that all of the costs of closing, document preparation, revenue stamps and recording fees shall be split equally between the Buyer and the Seller. Each of the parties shall bear their own attorney and professional fees incurred in connection with this Contract.

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, screwed, 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 by 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:**
A. Prior to the Closing Date, Seller agrees to prevent any material adverse change in the title or condition of the Property.

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.

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

BUYER

The above offer is accepted _____ 20__.

SELLER

SELLER

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?	_____	_____	_____
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?	_____		
22. Are you aware of any past or present leaks, backups, etc. relating to water and/or sewer?	_____	_____	_____
23. Is there polybutylene plumbing (other than the primary service line) on the property?	_____	_____	_____
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?	\$ _____ / _____		
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):

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.

ESCROW AGREEMENT

Agreement between:

_____, (Seller),
_____, (Buyer), and
_____, (Escrow Agent)

Simultaneously with the making of this agreement, Buyer and Seller have entered into a Contract by which Seller will sell to Buyer the following property:

ADDRESS _____

CITY _____ STATE _____ ZIP _____

The closing will take place at such time and place as Buyer and Seller may jointly designate in writing. Pursuant to the Contract, Buyer must deposit:

\$ _____ as down payment to be held in escrow by Escrow Agent, OR

\$ _____ as earnest money deposit to be held in escrow by Escrow Agent.

The \$ _____ down payment or earnest money referred to above has been paid by Buyer to Escrow Agent. Escrow Agent acknowledges receipt of \$ _____ from Buyer by check, subject to collection.

If the closing takes place under the Contract, Escrow Agent at the time of closing will pay the amount deposited with Escrow Agent to Seller in accordance with Seller’s written instructions.

If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller or Escrow Agent may, on notice to the parties, deposit the Escrow Fund with a court of competent jurisdiction in an action for interpleader, the costs of which action shall be borne by the party ultimately determined by a court of competent jurisdiction not to have prevailed in such interpleader action, and upon such deposit having been made, all liability and responsibility of Escrow Agent shall terminate. Otherwise, if there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent may retain the sum until all the parties’ rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the down payment or earnest money.

Escrow Agent assumes no liability except that of stakeholder. Escrow Agent’s duties are limited to those specifically set out in this agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act committed or omitted in good faith in the performance of Escrow Agent’s duties.

Special Provisions:

SIGNATURES

SELLER _____ DATE ____/____/____

WITNESS _____ DATE ____/____/____

BUYER _____ DATE ____/____/____

WITNESS _____ DATE ____/____/____

ESCROW AGENT _____ DATE ____/____/____

RETURN REQUEST OF EARNEST MONEY DEPOSIT

Date: _____

Offer to Purchase and Contract dated _____ at
_____ (address) between
_____ and _____ (Sellers)
and _____ 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

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

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

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 must be furnished by the Seller.