**BUY AND SELL AGREEMENT**

RESIDENTIAL REAL ESTATE

Office of , BROKER, , Michigan Phone: , FAX: , Date: , 20 , a.m./p.m.

**1. Agency.** The undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency accompanying this agreement. (The Selling Broker/Salesperson is acting as (check one ):  Subagent of the Seller  Agent of the Buyer  Dual Agent (with written, informed consent of both Buyer and Seller)  Other (specify): .

**2. Buyer’s Offer.** The undersigned (“Buyer”) offers and agrees to purchase the property located in the  City  Twp.  Village of , County of , Michigan, commonly known as: , Tax ID No.: , and legally described as follows:

(the “Land”), together with all buildings, fixtures and improvements appurtenant and situated on the Land (the “Improvements”), all of which is collectively referred to herein as the “Premises”. Also including: Note: Property to be free of debris and in at least “broom clean” condition at closing.

**3. Purchase Price.** The purchase price is Dollars ($ )**.** Any allocation of the purchase price between Land, Improvements, and Personal Property shall be stated on an attached Exhibit.

**4. Terms of Payment** shall be as indicated by “X” below (other unmarked terms of purchase do not apply).

 **Cash.** The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed transferring good and marketable title.

 **New Mortgage.** The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed and other documents which may be required to effect this sale, contingent upon the Buyer’s ability to obtain a type year mortgage loan in the amount of $ bearing interest at a rate no greater than % per annum. The Buyer shall apply for the mortgage loan immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before , 20 , proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer.

 **Land Contract**  **Purchase Money Mortgage.** The Buyer shall pay the full purchase price to the Seller pursuant to the terms and conditions stated in a standard form Land Contract or a Purchase Money Mortgage which the Seller shall execute at closing with all other required documents. The Land Contract or Purchase Money Mortgage shall provide a down payment of **$**  with a starting principal balance of $ payable in  Monthly  Quarterly installments of $ or more, at Buyer’s option, including interest at the rate of % per annum. The entire principal balance, if not paid sooner shall be due and payable within  Months  Years.

 **Assumption of existing financing.** Buyer to pay the sum of $ to assume Sellers’ existing  Mortgage  Land Contract, which has a balance of $ which buyer agrees to take subject to. Should the balance be found to be higher than stated herein, the difference shall be deducted from the amount paid to assume said mortgage/land contract. A complete copy of said mortgage/land contract shall be provided to Buyer within 3 days of Seller’s acceptance hereof for Buyers review and satisfaction as to the terms thereof. If Buyer is dissatisfied with said terms or conditions, Buyer may void this agreement within 7 days from his receipt of said documents by written notice to Seller or Seller’s agents. Seller agrees to transfer, assign or credit any and all sums being held in escrow under the mortgage/land contract to Buyer at no cost to buyer. Further, it is agreed and understood that the presence of a “due on sale” clause in said mortgage/land contract shall not act to void or in any way affect this contract. Seller understands that consummation of the sale or transfer of the Premises shall not relieve the Seller of any liability that the Seller may have under the Land Contract or any Mortgage(s) to which the premises are subject, unless otherwise agreed to by the vendor or lender or required by law or regulation.

**5. Survey.** A new re-certified existing ALTA survey shall be provided promptly by Seller at Seller’s sole expense.  No survey.

**6. Possession.** Seller shall tender to Buyer the Premises  within days from the closing  Immediately upon completion of the closing. Upon Seller’s acceptance, or Buyer’s acceptance of a counter offer, and during the time until closing of this sale, Buyer shall have the right to enter upon the Premises during reasonable business hours for purposes of inspections, tests, to show the property to potential tenants or purchasers for re-sale by Buyer. If the premises are vacant, Buyer shall be provided with a set of keys upon acceptance of this offer. If Seller occupies the property after closing, Seller shall pay Buyer rent as detailed in an attachment hereto.

**7. Earnest Money.** Buyer gives , BROKER, days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer deposits $  Upon Final Acceptance or  Cash, check or money order with BROKER, evidencing Buyer’s good faith, to be held by the BROKER and to apply on the purchase price. If this offer is not accepted or the title is not marketable or if the purchase is contingent upon conditions specified which cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller’s election or, alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller’s legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling BROKER may notify Buyer and Seller of BROKER’S intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless BROKER is notified of a court action pending concerning this sale or disposition of earnest money within sixty (60) days after notice to the parties.

*See paragraphs 8 through 19 continued on the reverse side*

**ALL PARTIES ARE ADVISED TO SEEK THE COUNSEL OF AN ATTORNEY & ACCOUNTANT TO PROTECT THEIR INTERESTS IN THIS TRANSACTION**

**20. By signing below, Buyer acknowledges having read both front and back and receiving a copy of this document.**

Witness:

Buyer’s address:

**21. Brokerage Fee.** Seller agrees to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, Seller agrees to pay a brokerage fee of to be split on a % / % between the Listing and Selling Brokers respectively, if applicable. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agrees that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. In the event the amount listed in this clause as the fee/commission is higher than any prior agreements with Seller, this clause shall take precedence.

**22. This offer is accepted**

**23. By signing below, Seller acknowledges having read both front and back and receiving a copy of this document.**

Witness:

Date:

Seller’s address:

**24. Buyer acknowledges receipt of Seller’s acceptance. If acceptance was subject to changes, Buyer hereby agrees to said changes, all other terms remain the same.**

Witness:

Date:

**25. Seller acknowledges receipt of Buyer’s acceptance of the counter offer (If Seller made a counter-offer).**

Witness:

Date:

*Continued from front page*

**8. Property Taxes.** Seller shall pay delinquent property taxes. The current year’s property taxes will be paid by Seller. There will be no proration of taxes. Special Assessments which are due and payable, or a lien or both, on the property on or before the above date shall be paid by Seller. All other special assessments, including deferred assessments, for improvements, now installed or in the process of being installed, but not yet a lien shall be paid by Buyer.

**9. Title Insurance.** At Seller’s expense, Seller shall provide Buyer with a standard ALTA owner’s policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title vested in Buyer, including a tax status report, shall be made available to Buyer.

**10. Closing.** The closing shall be held on or before ,20 , and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects which can be readily corrected, delays in obtaining any required inspections, surveys or repairs, if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in a closing on or before the required date or if Buyer requires additional time to review the closing documents at his sole option.

**11. Inspection of the premises,**  The Buyer waives the right to an inspection of the premises.  The Buyer elects to have the premises inspected at Buyer’s sole cost and expense as to the mechanical systems, electrical and structural, including roof. The Buyer shall have the right to terminate this Agreement if the inspection reports are not acceptable to the Buyer by giving Seller written notice within calendar days after this Agreement is fully executed, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Premises “as is”, except as otherwise provided in this agreement.

**12. Warranties of Seller.** Except as otherwise provided in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

a. Seller’s interest in the Premises shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.

b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises except as otherwise stated herein.

c. There is no litigation or proceeding pending or to the Sellers knowledge threatened, against or involving the Seller or the Premises, and the Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Buyer or Buyer’s title to and use of the Premises, before or after closing.

d. Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.

e. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions, this clause shall have no effect in the case of an assumption under Paragraph 4 herein, in which case Seller shall disclose any accelerations, penalties, etc. that may result from said assignment.

f. To the best of Seller’s knowledge, there are no storage tanks, toxic or hazardous substances or other factors present which represent a real or potential environmental contamination on the premises.

g. The premises comply with all current building codes, use and zoning ordinances and rental licensing/registration, if applicable. Further, that the Seller has disclosed any violations of the same to Buyer.

**13. Damage to Premises.** If between the date of this Agreement and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond the Seller’s control which cannot be repaired prior to the closing date, or any part of the Premises is taken, pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and Buyer, at his sole option may terminate this Agreement by written notice to the Seller within fifteen (15) days after the date of the damage or taking. If Buyer elects not to terminate this Agreement, there shall be no reduction of the purchase price and at closing Seller shall assign to Buyer whatever rights in totality Seller may have with respect to any insurance proceeds or eminent domain award.

**14. Notices.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified mail or other form of documentable delivery addressed to the parties or their agents at their addresses specified herein, and any notices given by mail shall be deemed to have been given as of the date of the postmark.

**15. Assignment by Buyer** of Buyer’s interest in this agreement shall not be prohibited in any way, nor is notice required to Seller should said assignment occur. Seller hereby waives the right to review the creditworthiness or financial information of any assignee of this agreement.

**16. Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

**17. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This agreement and the covenants herein shall bind and inure to the benefit of the successors, heirs, administrators and assigns of the parties hereto. This agreement shall survive the closing.

**18. Credit Reports.** It is agreed and understood by all parties that this offer and attachments grant no authority to Seller or Seller’s agents to investigate Buyer’s creditworthiness, including, but not limited to credit reports, financial information or solicitation of references unless specifically agreed to in writing by Buyer.

**19. Additional conditions:**

*Buyer’s Initials*    *Seller’s Initials*