

**OFFER TO PURCHASE REAL ESTATE**

BE IT KNOWN, the undersigned \_\_\_\_\_ "Buyer(s)"  
Offer to purchase REAL ESTATE known as \_\_\_\_\_,  
City/Township of \_\_\_\_\_, County of \_\_\_\_\_, State of MI. "Property"  
FROM \_\_\_\_\_ "Seller(s)"

The Purchase Price Offered is \$ \_\_\_\_\_  
Good Faith Deposit herewith Paid \$ \_\_\_\_\_  
Deposit is payable to: \_\_\_\_\_

THIS Offer is contingent upon the following terms:

1. This contract is contingent upon BUYER obtaining a Mortgage for the purchase of the Property with firm commitment thereto within \_\_\_ days hereof.  
**OR**  
Buyer shall provide Certified Funds (Cash) at Real Estate Closing.  
**OR**  
Buyer shall execute a Land Contract.

\*\*The above financing contingency to be removed in writing on or before \_\_\_\_\_, 20  
In the event that this contingency cannot be removed, this offer becomes null and void, and the Good Faith Deposit will be returned in full to Buyer.

2. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession to said property available to BUYER at date of closing.
3. The Closing shall take place at Diversified National Title Agency and shall be completed on or before \_\_\_\_\_, 20  
Seller shall deliver possession on \_\_\_\_\_, 20 . From the date of Closing to the date of vacating Property as agreed, Seller shall pay the sum of \$ \_\_\_\_\_ per day for a total of \$ \_\_\_\_\_ which shall be collected at Closing.

Offer further subject to BUYER (at Buyer's expense) obtaining satisfactory inspections:  
 Mechanical Inspection    Wood Infestation/Termite    Structural Inspection  
 Environmental or Health Inspection    Lead Based Paint Inspection  
 Other Inspection \_\_\_\_\_

Taxes and Assessments: Seller shall pay all prior years' real estate taxes and assessments. The current year's real estate taxes and assessments will be paid as follows:  
 Proration with current year taxes and assessments treated as though they are paid in  arrears  
**OR**  advance based on a calendar year.

**OR**

No Proration. Seller will pay the taxes and assessments which are due before the date of Closing. Buyer will pay taxes and assessments which are due on or after the date of Closing. "Due" means the date on which a tax or assessment becomes payable.

Sellers Disclosure:

- Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- Seller shall provide the Buyer with a Seller Disclosure Statement within 72 hours of Seller's acceptance of this Offer, Pursuant to Public Act 92 of 1993. Buyer will have 72 hours after delivery of the disclosure statement to terminate this contract by delivery of a written notice to Seller. "Deliver" or "Delivery" means US mail, overnight delivery service, facsimile or email.

Lead Based Paint Disclosure: (for residential housing built prior to 1978)

- Buyer acknowledges receipt of the Lead-Based Paint Disclosure form from Seller.
- Buyer acknowledges that Seller shall deliver the Lead-Based Paint Disclosure form to Buyer within 72 hours of Seller's Acceptance of this Offer.

Title Insurance: Seller shall provide to Buyer, at Seller's expense, an Owner's Policy of title insurance  with standard exceptions **OR**  without standard exceptions in the amount of the purchase price issued by Diversified National Title Agency. Upon receipt of the commitment, the Buyer shall have 5 days to deliver to the Seller notice of any objections. Seller will then have 30 days to remedy the claimed defect(s). If Seller is unable to remedy within 30 days, this Offer shall become null and void and the Good Faith Deposit will be returned in full to Buyer.

Closing Costs: Unless otherwise provided in this Offer, it is agreed that Seller shall pay all State and County transfer taxes and costs to convey clear title. Unless otherwise provided in this Offer, Buyer shall pay the recording fees for the deed and/or security interests and all mortgage closing costs required by lender.

Prorated Items: Unless otherwise provided in this Offer, interests, rents, association fees, water use, sewer use, municipal/utility charges if any, will be prorated as of the date of closing. Any items incurred, acquired and/or billed prior to closing will be the Sellers responsibility, post closing, all items will be the Buyer's responsibility. Additional items:

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Inclusions: All fixtures, improvements and appurtenances attached to the property, including, but not limited to all lighting and plumbing fixtures, shades, louvered blinds, curtain rods, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment and remote controls, storm windows and doors, screens, landscaping, fences, water pumps and pressure tanks, if any, as of date hereof are included in this sale, as well as the following personal property for which a bill of sale shall be given, namely:

Exclusions:

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Warranty: Seller warrants that all equipment and improvements are in working condition at the time of possession or closing, whichever occurs last, and that premises will be free and clear of trash and debris and will be left in "broom –clean" condition. Purchaser agrees to accept the property in "AS IS" condition, except as herein specified:

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Other Terms:

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Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_