



FOR SALE BY OWNER INFORMATION

Seller(s) name: _____

Seller(s) email: _____

Seller(s) phone number: _____

Will seller attend closing? _____

Buyer(s) name: _____

Buyer(s) email: _____

Buyer(s) phone number: _____

Will buyer attend closing? _____

Buyers Lender: _____

Lender contact information: _____

How would you like to hold title?

individual tenants in common married couple

joint tenants LLC Corporation other



IN A "FOR SALE BY OWNER" TRANSACTION THE FOLLOWING INFORMATION IS NEEDED TO BEGIN TITLE WORK:

- 1) OFFER TO PURCHASE NEEDS TO INCLUDE:
 - A. NAME OF BUYER AND SELLER
 - B. ADDRESS AND PREFERABLY LEGAL DESCRIPTION OF THE PROPERTY BEING SOLD
 - C. THE AMOUNT OF EARNEST MONEY (IF ANY) AND WHO IS HOLDING THAT MONEY I.E SELLER, TITLE COMPANY, ETC. If Title Plus holds the check it must be made out to Title Plus.
 - D. THE AGREED SALES PRICE OF THE PROPERTY
 - E. CLEARLY STATED HOW THE TAXES ARE TO BE PAID
 - F. THE ANTICIPATED CLOSING DATE AND POSSESSION
 - G. SIGNED AND DATED BY BOTH PARTIES

- 2) PAYOFF INFORMATION FOR THE SELLER (IF THEY HAVE A CURRENT MORTGAGE ON THE PROPERTY BEING SOLD).
 - A. **ATTACHED FORM MUST BE FILLED OUT**

- 3) CONTACT INFORMATION FOR BOTH BUYER AND SELLER
 - A. **ATTACHED FORM MUST BE FILLED OUT**

- 4) IF THIS IS NOT A CASH TRANSACTION AND THERE IS A LENDER INVOLVED WE WILL NEED THE NAME OF THE LENDER AND THEIR CONTACT INFORMATION.

- 5) A TENTATIVE CLOSING DATE. NORMALLY THIS NEEDS TO BE A DATE THAT IS 3-5 WEEKS OUT FROM THE DATE THE OFFER TO PURCHASE IS RECEIVED.

- 6) IF THE SELLER HAS A COPY OF THE PRIOR TITLE WORK IT WILL RESULT IN A SAVINGS ON THE NEW POLICY AND SHOULD BE SUBMITTED WITH THE PURCHASE AGREEMENT.

- 7) PLEASE NOTE: THERE ARE FEES ASSOCIATED WITH AN INSURED CLOSING, WE HAVE PROVIDED A FORM THAT LISTS THESE FEES AND WHICH PARTY, BUYER OR SELLER, IS RESPONSIBLE FOR PAYING THESE FEES. **THIS FORM MUST BE COMPLETED AND TURNED IN WITH YOUR PURCHASE AGREEMENT.**

Email to
orders@titleplus.com

328 S. Walnut St., Suite 3
Bloomington, Indiana 47401

Morrie Erickson, Attorney/President
www.titleplus.com

Telephone 812.323.8830
Fax 812.323.8860



This information is for the buyer's consideration. We will need to know exactly how you want to hold title to this real estate. Please circle one.

There are various ways to hold title to real estate and the laws vary by state.

Here are examples of the most common ways title can be held in Indiana.

Sole Ownership

The simplest way to hold title to a property is called *sole ownership*. Sole ownership means that one person alone holds title to the property. This is most often used by persons who are single, but a married person can also choose sole ownership.

Joint tenancy with right of survivorship

Joint tenancy with right of survivorship means two or more people hold title to the property together. If one person dies, the ownership automatically defers to the remaining owner(s).

Tenancy in common

Tenancy in common allows multiple owners to each own a percentage of a property. In this form of holding title to the property, an owner can sell his or her share of the property to a third party. At death, a co-owner's share passes to co-owner's heirs. The property does not pass the other co-owners at death.

Tenancy by the entirety, Husband and wife and/or a married couple

Indiana allows co-ownership of a property by a married couple, called *tenancy by the entirety*. In this type of ownership, co-owner cannot sell or mortgage the property without the other co-owner's consent. Upon the death of one spouse, the surviving spouse becomes the sole owner.

Remember:

How title is vested has important legal consequences. If you have questions please consult an attorney to determine the most advantageous form of ownership for your situation. TitlePlus cannot give legal advice. This is for information purposes only.



328 S. WALNUT STREET SUITE 3 BLOOMINGTON, IN 47401
3679 S. SARE RD, BLOOMINGTON, IN 47401
812.323.8830 (P) 812.323.8860 (F)
Email to orders@titleplus.com

Please indicate who is responsible for each fee listed below: Buyer = (B) or Seller = (S)
Closing with the buyer obtaining financing:

Buyer(s) Fees:

½ Closing Fee: \$225.00 _____
Doc Prep: \$200.00 _____
Closing Protection Coverage: \$50.00-60.00(depending on the underwriter) _____
Search & Exam: \$95.00 _____
Recording/Transfer Fees: \$110.00 _____
E-Recording Fee: \$9.00 _____
TIEFF: \$5.00 _____
Lenders Title Insurance Policy: \$50.00-\$100.00 (depending on the underwriter) _____
Endorsements (if applicable): \$25.00-\$50.00 per endorsement. _____

Seller(s) Fees:

½ Closing Fee: \$225.00 _____
Doc Prep: \$100.00 _____
Closing Protection Coverage: \$25.00 _____
Search Exam: \$195.00 _____
TIEFF: \$5.00 _____
Owners Policy: This amount will depend on the sales price (**call for a quote**).

Closing with the buyer paying cash- no lender is involved:

Buyer(s) Fees:

½ Closing Fee: \$175.00 _____
Recording/Transfer Fees: \$55.00 _____
E-Recording Fee: \$4.50 _____
Doc Prep: \$50.00 _____
Closing Protection Coverage: \$25.00 _____
Search Exam: \$95.00 _____

Seller(s) Fees:

½ Closing Fee: \$175.00 _____
Doc Prep: \$100.00 _____
Closing Protection Coverage: \$25.00 _____
Search Exam: \$195.00 _____
TIEFF: \$5.00 _____
Owners Policy: This amount will depend on the sales price (**call for a quote**).

Please note- This form is being provided by Monroe County Land Title Company Inc., dba TitlePlus! Our company does not provide legal advice nor do we represent any party in a For Sale By Owner transaction.

**OFFER TO PURCHASE REAL ESTATE
("OFFER")**

Subject to the following written terms and conditions _____
_____ ("Buyer"), offer to
purchase from _____ ("Seller"):

1. **Property.** The real estate and other property located in _____
County, Indiana:

a. and legally described as: _____

b. with a street address of: _____

which includes all appurtenances and rights and all improvements and fixtures, either permanently installed/attached or which belong to or are used in connection with the real estate, (all called the "Real Estate").

2. **Price.** The total purchase price will be US\$ _____
("Purchase Price"), payable according to the terms and conditions in this Offer.

3. **Earnest Money.** US\$ _____ (the "Earnest Money") is tendered with this Offer and will be deposited with Monroe County Land Title Co., Inc., d/b/a TitlePlus!, 328 S. Walnut Street, Suite 3, Bloomington, IN 47401 (the "Escrow Agent"), upon execution of this Offer by Buyer and Seller. If this Offer is terminated by Buyer, with cause as specified in this Offer and within the applicable time period, the Earnest Money will be returned to Buyer. The Escrow Agent will not disburse the Earnest Money if a dispute arises between Buyer and Seller until both Buyer and Seller execute a termination of the Offer and an authorization to disburse the Earnest Money. If closing occurs, the Earnest Money will be applied, first, to any cash down payment required, and second, to Buyer's closing costs, with the balance disbursed to Buyer.

4. **Financing.** (Circle a or b)

a. **Cash.** Buyer requires no financing and will pay the purchase price in cash.

b. **Loan.** Buyer must obtain a loan from a third party according to the following terms:

(1) amount: US\$ _____

(2) type: _____

- (3) interest rate: _____
- (4) length of term: _____
- (5) origination fee/discount points: _____

Buyer will apply for the loan within _____ after the date of acceptance of this Offer. If the loan has not been approved within _____ from the date of acceptance of this Offer through no fault of Buyer, this Offer will be null and void and the Earnest Money will be returned to Buyer.

5. **General Conditions of Offer.** Buyer may elect to terminate this Offer if any of the following general conditions is not satisfied:

a. **Boundary Lines.** All improvements intended to be a part of the Real Estate must be located entirely within its boundaries. There may be no encroachments (across boundary lines or otherwise). No portion of the Real Estate may be located within a flood zone.

b. **Zoning and Restrictions.** The Real Estate must be zoned to permit its use as a single-family residential dwelling. There must be no existing violations of zoning ordinances or other restrictions.

c. **Marketable Title.** Seller must be able to convey marketable title to the Real Estate subject only to:

- (1) Taxes and assessments which Buyer has agreed to pay;
- (2) Covenants, encumbrances, conditions, restrictions, and easements, if any, which are acceptable to Buyer;
- (3) Access to the Real Estate which is acceptable to Buyer;
- (4) Liens which Buyer agrees to pay;
- (5) Zoning ordinances and other governmental restrictions;
- (6) Other: _____.

6. **Land Survey.** Seller agrees to provide a copy of any land survey of the Real Estate in Seller's possession or control within **10 days** after acceptance of this Offer and at no expense to Buyer. Buyer's survey requirements are specified below (Circle a., b., or c. below); and the survey must be satisfactory to Buyer, in Buyer's sole discretion:

a. **Staked Survey.** A staked survey will be furnished at Seller's expense; will comply with Minimum Standard Detail Requirements for Indiana Land Title Surveys; and will include a flood zone certificate.

b. **"Mortgage" Survey.** A Surveyor Location Report will be furnished at Buyer's expense and will include a flood zone certificate.

c. **No Survey.** Buyer requires no survey.

7. **Title Insurance and Documents.** The title insurance ("Title Insurance") will be from Fidelity National Title Insurance Company, Chicago Title Insurance Company, or Stewart Title & Guaranty Company. The Title Insurance and documents will be provided as follows:

a. **Owner's Policy.** A commitment for a 2021 enhanced owner's policy of title insurance (ALTA 2021 Owner's Policy) in the amount of the Purchase Price will be provided in Buyer's name.

Owner's Title Policy will be paid by: __ Buyer __ Seller __ Split Equally

b. **Loan Policy.** If Buyer is obtaining a loan, a commitment for a 2021 loan policy of title insurance (ALTA 2021 Loan Policy) will be issued simultaneously, insuring Buyer's lender in the amount of Buyer's mortgage loan.

Lender's Title Policy will be paid by: __ Buyer __ Seller __ Split Equally

c. **Documents.** Seller will convey the Real Estate to Buyer by general warranty deed, which must specifically list all applicable easements, covenants, restrictions, and other limitations, whether or not of record. At least three business days prior to the Closing Date, Seller will deliver to Buyer copies of the documents Seller proposes to use in this transaction including the following:

- general warranty deed
- vendor's affidavit
- Title Insurance
- bill of sale

All these documents must be in a form satisfactory to Buyer in Buyer's sole discretion.

8. **Closing.** The closing of the sale will take place at the office of the title insurance company or Buyer's lender on or before _____, (the "Closing Date"), unless the date is changed in writing by Seller and Buyer.

9. **Possession.** Possession of the Real Estate will be delivered to Buyer on _____, free of any tenants (the "Possession Date") in its

present condition, ordinary wear and tear excepted. Buyer reserves the right to inspect the Real Estate on or immediately before the Closing Date. Seller will leave the Real Estate in broom-clean condition. If Seller fails to deliver possession to Buyer on the Possession Date, Seller will pay to Buyer the sum of US\$ _____ for each day after the Possession Date until possession is delivered to Buyer.

10. **Inspections.** Buyer reserves the right to have the Real Estate inspected without limit. All inspections and responses will be made within _____ days after acceptance of this Offer. The inspections will be at Buyer's expense by inspectors or contractors selected by Buyer. If Buyer does not object, in writing, to the condition of the Real Estate on or before such deadline, the Real Estate will be deemed acceptable. If Buyer believes the condition of the Real Estate is unacceptable, and Seller is unable or unwilling to correct the condition(s) to Buyer's satisfaction, this Offer may be terminated by Buyer.

11. **Taxes and Assessments.** Buyer will assume and pay all assessments for public improvements becoming a lien after the Closing Date. Real estate taxes will be allocated between Buyer and Seller as follows: (circle a.,b.,or c.)

a. Buyer will assume and pay the real estate taxes for year 20____, due and payable on or before _____, 20____, and all subsequent taxes and assessments; OR,

b. Real estate taxes will be prorated as follows: All taxes assessed for any prior calendar year and remaining unpaid, will be paid by Seller, and all taxes assessed for the current calendar year will be prorated between Seller and Buyer with Seller responsible for paying the portion of the taxes pertaining to that part of the current year that Seller has owned the Real Estate and Buyer responsible for paying the balance of such taxes. Any taxes payable by Seller will be allowed as a credit to Buyer at closing or settlement at the election of Buyer. For closing purposes, the tax rate, valuations, and adjustments for taxes assessed in the current year will be assumed to be the same as the prior year. No subsequent reconciliation will be made between Buyer and Seller if the actual tax installments increase or decrease once such installments are known; OR,

c. If new construction or other circumstances make the real estate taxes uncertain for year 20____, due and payable on or before _____, 20____, Seller will pay to Buyer on the Closing Date the sum of US\$ _____, as a credit against the Purchase Price.

12. **Insurance.** Seller will cancel Seller's homeowner's insurance policy as of the Closing Date, and Buyer will provide a homeowner's insurance policy.

13. **Personal Property.** The following appliances, furnishings, furniture, and miscellaneous items (the "Personal Property") are included in the sale of the Real Estate: _____

The Personal Property is purchased "as is" but must be in a serviceable condition as of

the Closing Date or Possession Date, whichever is later, ordinary wear and tear excepted. Seller will convey the Personal Property to Buyer by bill of sale; however, the entire Purchase Price will be allocated to the Real Estate, none to the Personal Property.

14. **Utilities.** Seller will pay for all utility services rendered on the Real Estate through the Possession Date.

3. **Sales Expenses.** Seller and Buyer agree that the following sales expenses are to be paid in cash prior to or at the closing.

a. **Seller's Expenses.** Seller agrees to pay all existing liens (not being assumed) and recording fees for the releases; applicable fees for obtaining owner's Title Insurance; applicable tax installments; Seller's attorney fees and applicable fees for preparation of any required documents; the professional fee of Seller's broker(s) (if any); expenses for copies of documents pertaining to encumbrances, restrictions, easements, or conditions affecting the Real Estate; a title services fee; and other expenses stipulated to be paid by Seller under other provisions of this Offer.

b. **Buyer's Expenses.** Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, prepaid interest, credit reports); Buyer's attorney fees; applicable title services and lender's title insurance fees; and other expenses stipulated to be paid by Buyer under other provisions of this Offer.

4. **Default.** If Buyer breaches this Offer and is in default, (a) Seller may seek any remedy provided by law or equity (including a lawsuit for money damages); or (b) Seller may treat this Offer as being terminated and will receive the Earnest Money as liquidated damages. If Seller breaches this Offer and is in default, the Earnest Money will be returned to Buyer. In addition, if Seller is in default, Buyer may seek specific performance or any other remedy against Seller provided by law or equity (including a lawsuit for money damages). If either Buyer or Seller prevails in a legal or equitable proceeding brought to enforce the terms of this Offer, the judgment or award will include an assessment of court costs and reasonable attorney's fees and expenses against the non-prevailing party.

5. **Eminent Domain.** If prior to the Closing Date eminent domain proceedings are commenced against all or any portion of the Real Estate, Buyer may terminate this Offer by written notice to Seller within 10 days after Buyer is advised of the commencement of such proceedings, or Buyer will have the right to appear and defend in such proceedings, and any award in eminent domain will, at Buyer's election, become the property of Seller and reduce the Purchase Price by the same amount or will become the property of Buyer and the Purchase Price will not be reduced.

6. **Casualty Loss.** Risk of loss by damage or destruction to the Real Estate prior to the Closing Date will be borne by Seller. In the event any such damage or destruction is not fully repaired prior to the Closing Date, Buyer may either (a) terminate this Offer, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction will be assigned in writing by Seller to Buyer.

7. **Miscellaneous.**

a. **Notice.** Any notice required or permitted to be delivered by this Offer, will be deemed received either when personally delivered to the recipient or when posted by certified United States mail, postage prepaid, return receipt requested, and addressed to Seller or Buyer at the address on the signature pages of this Offer.

b. **Indiana Law.** This Offer will be construed according to Indiana law.

c. **Binding Effect.** This Offer will be binding upon and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and assigns.

d. **No Verbal Agreements.** This Offer constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements and cannot be changed verbally.

e. **Time Of Essence.** Time is of the essence of this agreement.

f. **Lasting Effect.** All rights, duties, and obligations of Buyer and Seller will survive the Closing Date.

g. **No Leases.** Seller agrees not to enter into any leases pertaining to the Real Estate or any personal property being sold to Buyer without the prior written consent of Buyer.

h. **Form for Residential Real Estate Sales Disclosure.** Seller will complete and sign a disclosure form in compliance with Indiana Code 32-21-5-1 concerning certain notices and the condition of the Real Estate. The form will be delivered to Buyer prior to or simultaneous with acceptance of this Offer. Seller and Buyer acknowledge that the terms of this Offer are not enforceable against Buyer before the conclusion of closing or settlement until Seller and Buyer have signed such disclosure form.

8. **Duties of Buyer and Seller at Closing.**

a. **Seller.** At the closing, Seller will:

- (1) Deliver to Buyer the documents specified in this Offer;

(2) Furnish evidence of Seller's capacity and authority for the closing of this transaction;

(3) Pay Seller's Expenses.

b. **Buyer.** At the closing, Buyer will:

(1) Pay the cash portion of the Purchase Price by wire transfer pursuant to Indiana law;

(2) Execute all loan documents provided for in this Offer and cause any funds from a third-party lender to be made available to the closing officer for disbursement;

(3) Furnish evidence of Buyer's capacity and authority for the closing of this transaction;

(4) Furnish the lender's Title Insurance (if required);

(5) Execute all other documents required to close this transaction;

(6) Pay Buyer's Expenses.

9. **Termination of Offer.** Unless accepted by Seller and delivered to Buyer by _____ 20__, this Offer will be null and void and all parties to it will be relieved and released of any and all liability or obligations.

EXECUTED to be effective on _____, 20__.

Buyer _____
Name printed: _____

Buyer _____
Name printed: _____

Current Address:

Current Address:

ACCEPTANCE OF OFFER

Seller accepts the above terms and conditions on _____.

Seller _____
Name printed: _____

Seller _____
Name printed: _____

Current Address:

Current Address:



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R/1293)

Date (month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, ZIP code)

1. The following are in the conditions indicated:

A. APPLIANCES					C. WATER & SEWER SYSTEM				
None/Not Included	Defective	Not Defective	Do Not Know	None/Not Included	Defective	Not Defective	Do Not Know		
Built-in Vacuum System				Cistern					
Clothes Dryer				Septic Field/Bed					
Clothes Washer				Hot Tub					
Dishwasher				Plumbing					
Disposal				Aerator System					
Freezer				Sump Pump					
Gas Grill				Irrigation Systems					
Hood				Water Heater/Electric					
Microwave Oven				Water Heater/Gas					
Oven				Water Heater/Solar					
Range				Water Purifier					
Refrigerator				Water Softener					
Room Air Conditioner(s)				Well					
Trash Compactor				Septic and Holding Tank/Septic Mound					
TV Antenna/Dish				Geothermal and Heat Pump					
Other:				Other Sewer System (Explain)				Yes	No
									Do Not Know
				Are the improvements connected to a public water system?					
				Are the improvements connected to a public sewer system?					
				Are there any additions that may require improvements to the sewage disposal system?					
				If yes, have the improvements been completed on the sewage disposal system?					
				Are the improvements connected to a private/community water system?					
				Are the improvements connected to a private/community sewer system?					
B. ELECTRICAL SYSTEM					D. HEATING & COOLING SYSTEM				
None/Not Included	Defective	Not Defective	Do Not Know	None/Not Included	Defective	Not Defective	Do Not Know		
Air Purifier				Attic Fan					
Burglar Alarm				Central Air Conditioning					
Ceiling Fan(s)				Hot Water Heat					
Garage Door Opener Controls				Furnace Heat/Gas					
Inside Telephone Wiring and Blocks/Jacks				Furnace Heat/Electric					
Intercom				Solar House-Heating					
Light Fixtures				Woodburning Stove					
Sauna				Fireplace					
Smoke/Fire Alarm(s)				Fireplace Insert					
Switches and Outlets				Air Cleaner					
Vent Fan(s)				Humidifier					
60/100/200 Amp Service (Circle one)				Propane Tank					
				Other Heating Source:					

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property or that, if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent. If any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller:	Date:	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:
The seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller:	Date:	Signature of Seller:	Date:

Property Address (number and street, city, state, ZIP code)

2. ROOF	Yes	No	Do Not Know	4. OTHER DISCLOSURES	Yes	No	Do Not Know
Age, if known: _____ Years				Do improvements have aluminum wiring?			
Does the roof leak?				Are there any foundation problems with the improvements?			
Is there present damage to the roof?				Are there any encroachments?			
Is there more than one roof on the house? If so, how many layers? _____				Are there any violations of zoning, building codes, or restrictive covenants?			
3. HAZARDOUS CONDITIONS	Yes	No	Do Not Know	Is the present use a nonconforming use? Explain:			
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?				Is the access to your property via a private road?			
Explain:				Is the access to your property via a public road?			
				Is access to your property via an easement?			
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
				Are there any structural problems with the building?			
				Have any substantial additions or alterations been made without a required building permit?			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any improvements been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?			
				Is the property in a flood plain?			
				Do you currently pay flood insurance?			
				Does the property contain underground storage tank(s)?			
				Is the homeowner a licensed real estate salesperson or broker?			
				Is there any threatened or existing litigation regarding the property?			
				Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?			
				Is the property located within one (1) mile of an airport?			

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller:	Date:	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:
The seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller:	Date:	Signature of Seller:	Date:

TITLEPLUS! CLOSING SERVICES AGREEMENT

TitlePlus! File No.: _____

Closing Date: _____, 20__

Property Address: _____

This Agreement is made by and among the undersigned Seller, Buyer, and TitlePlus! who agree as follows:

1. **TitlePlus! Is Agent for Title Insurance Underwriter; Title Searches and Reports.** TitlePlus! is acting as title insurance agent in the above-referenced real estate transaction on behalf of the title insurance underwriter ("Underwriter") which is issuing a policy of title insurance ("Policy") to the named insured ("Insured"). The Policy will insure the Insured's interest in the subject real estate, subject to the exceptions from coverage and the terms and conditions of the Policy. Also, TitlePlus! is acting as settlement agent on behalf of the Underwriter if a closing protection letter has been issued to the Insured by or on behalf of the Underwriter. "Preliminary report", "commitment", or "binder" ("Title Reports") are reports furnished in connection with an application for title insurance and are offers to issue a Policy subject to the stated exceptions set forth in the Title Reports and such other matters as may be incorporated in the Title Reports by reference. Although Title Reports are issued after the applicable county's public real property records have been searched by TitlePlus!, Title Reports are not abstracts of title, nor are any of the rights, duties, or responsibilities applicable to the preparation and issuance of an abstract of title applicable to the issuance of any Title Report. TitlePlus! and/or its Underwriter may make various risk assessments based on records found and examined and may, therefore, omit such records from the applicable Title Report. Any such Title Report shall not be construed as, nor constitute, a representation as to the condition of title to real property, but shall constitute a statement of the terms and conditions upon which the issuer is willing to issue its Policy, if such offer is accepted. All rights of recovery by the Insured will be under, through, and based on the Policy issued by the Underwriter and not under, through, or based on actions or omissions of TitlePlus! itself.
2. **TitlePlus! Not Agent for Any Party.** TitlePlus! does not represent Seller, Buyer, or any lender or real estate agent involved in the transaction. Instead, TitlePlus! is acting as an escrow agent or officer whose obligation is to implement the terms and conditions of the purchase agreement and any lender's instructions. Buyer and Seller agree that TitlePlus! is acting solely in that capacity and is not acting as a trustee or in any other fiduciary capacity. TitlePlus!'s duties are limited to the safekeeping of money, instruments, and other documents received by TitlePlus! and the disposition of them in accordance with written instructions accepted by TitlePlus!.
3. **No Legal or Tax Advice.** TitlePlus! has not provided and will not provide any legal advice or tax advice to Seller, Buyer, or any lender or real estate agent involved in the transaction. Instead, the services by TitlePlus! are limited to providing title insurance commitments and policies, settlement services, and preparing routine documents for the settlement. To the extent that Seller, Buyer, lender, or real estate agent involved in the transaction desires legal or tax advice, such party must make their own arrangements for such additional services from third party service providers.
4. **Real Estate Taxes.** Settlement for real estate taxes ("Taxes") is shown on the settlement statement, or its equivalent ("Settlement Statement"). For settlement purposes, the Taxes have been calculated using the following criteria, and terms and conditions:
 - a. If Buyer has received a credit for unpaid Taxes, it is Buyer's obligation to pay the Taxes to the County Treasurer, as well as any excess sum which may be due, prior to the delinquency date.
 - b. If Taxes have been allocated between Seller and Buyer (prorated or otherwise) instead of being paid to the County Treasurer, unless Seller and Buyer have provided TitlePlus! with a precise dollar sum to be used for such settlement, TitlePlus! has used the most recent tax bill to calculate the allocation and has not attempted to determine whether that tax bill will be higher or lower than the Taxes billed in the future. These allocations are estimates only and may vary substantially from year to year. Buyer will assume all obligations to pay such Taxes whether higher or lower than the tax bill used for the calculation at settlement.

- c. Because it is anticipated that Taxes will vary from the most recent tax bill to the tax bill which will be issued after settlement, Seller and Buyer agree that there will be no adjustments made between them after settlement and that the allocations made for the Taxes on the Settlement Statement are final (other than as specified in 4.e. below).
 - d. If Taxes have not been determined for the subject real estate because the real estate is a new parcel which has been created from one or more larger parcels, TitlePlus! has either taken allocation instructions from Seller and Buyer and/or their real estate agents or has allocated Taxes based on the proportion of the new parcel size to the parcel(s) from which it was created, taking into account the location of any existing structures.
 - e. The undersigned acknowledge that the Taxes which are due and payable at and/or after the Closing Date may be changed by the County Assessor and Auditor after the Closing Date and may include a charge-back or credit for erroneously calculated taxes. Often, the tax bill for the Taxes after the Closing Date will be different than the tax bill used for prorations and other adjustments on the Settlement Statement. In such event, the tax bill after the Closing Date may be based on revised valuations, rates, deductions, credits, and other factors involved in determining the Taxes. TitlePlus! will prorate taxes through the Closing Date based on the most recent tax bill posted in the County Treasurer's office. Seller and Buyer will not hold TitlePlus! liable/responsible for any other tax bills which may be in process through the County Assessor's, Auditor's, or Treasurer's offices prior to or after the Closing Date. The undersigned agree that the owner of the property immediately prior to the Closing Date will be responsible for paying any such charge-back and will be entitled to be reimbursed for any such credit.
 - f. Prior to the bill for Taxes being issued by the County Treasurer, Buyer's lender may require its title insurance policy to insure that the first installment of Taxes has been paid. In that event, TitlePlus! will require Buyer to deposit in a TitlePlus! non-interest-bearing trust account a sum equal to 150% of the projected first installment of Taxes. Upon issuance of the bill for Taxes, and prior to the delinquency date, TitlePlus! will pay the first installment of Taxes to the County Treasurer from the funds held in trust and, within a reasonable time thereafter, refund any overage to Buyer. Provided, however, if the sum held in trust is less than the actual first installment of Taxes, Buyer will pay on demand such shortfall to the County Treasurer or to TitlePlus! as directed by TitlePlus!. Any refund to Buyer will be remitted to Buyer's address stated in this Agreement.
5. **Prorations.** Prorations called for in this transaction have been made on the basis of the actual number of days in the period prorated unless otherwise instructed in writing. TitlePlus! is not responsible for any payment or proration of utilities, including water rights, unless further instructed in writing. Buyer and Seller are aware that Barrett Law assessments, if applicable, have not been included in the property taxes, and have not been prorated or accounted for unless Seller and Buyer specifically requested TitlePlus! to do so. Seller and Buyer acknowledge and understand that all property tax prorations are based on the latest published tax or other bill. For proration purposes, Seller is deemed to own the property the full day prior to the Closing Date and the Buyer the full day on the Closing Date, regardless of the time of day the closing occurs. Existing supplemental bills will not be prorated without instructions from all parties.
6. **Responsibility for Loan and other Payoffs.** TitlePlus! assumes no responsibility for the accuracy of sums due for Taxes, loan payoffs, other payoffs, association dues and assessments, and other sums provided to TitlePlus! by third parties. Seller and Buyer agree to pay any such sums which are due and payable by them to the extent of inaccurate information supplied to TitlePlus!. Likewise, TitlePlus! agrees to refund to Seller and Buyer, as applicable, any excess funds paid to TitlePlus! for such disbursements. Any such adjustment or reimbursement referred to in this paragraph will be paid within 10 days after notice of the error. If a loan to be paid in full is a home equity line of credit ("HELOC"), both Seller and Buyer understand that TitlePlus! requires the HELOC account to be closed and the mortgage securing it to be released of record. Seller affirms that Seller has not taken any advancements or made any draws (including by credit card, debit card, or other methods) that would increase the payoff of the HELOC as shown on the Settlement Statement. In addition, Seller affirms that Seller will make no such advancements or draws and that Seller either has or will sign a request to close such HELOC account.
7. **Personal Property Taxes.** No personal property taxes have been accounted for on the Settlement Statement.

8. **Settlement Statement.** Subject to exceptions stated in this Agreement, the Settlement Statement is a full and final settlement of all financial matters regarding the settlement between Seller and Buyer.
9. **Closing Date and Disbursement.** The Closing Date is the date all funds in the transaction are disbursed. If TitlePlus! does not receive all funds and documents on or before the scheduled Closing Date, TitlePlus! may hold the funds and documents in its possession until all additional funds and documents are received, subject to deadlines established in the purchase agreement and applicable loan agreement. In that event, the scheduled Closing Date will be extended, provided that prorations will be adjusted accordingly and any additional sums required for mortgage payoffs or other disbursements will be deducted from funds to be received by the applicable parties. If TitlePlus! has not received all required funds and documents on or before the extended scheduled Closing Date, TitlePlus! may, at its election, return all funds and documents it is holding and terminate its involvement in the transaction.
10. **Recording and Document Insertions.** TitlePlus! will record all documents necessary to close the transaction and to cause the issuance of the required policies of title insurance; however, no documents will be recorded prior to the Closing Date unless specifically instructed in writing. TitlePlus! will insert in all executed documents the dates necessary to complete the documents in accordance with the terms of the instructions received. Regardless of the prior execution of the deed of conveyance by Seller, TitlePlus! is authorized to insert, correct, or amend the legal description, tax parcel numbers, or the manner in which Buyer will take title if required to implement instructions.
11. **Sales Disclosure Form.** Seller and Buyer acknowledge that:
 - a. they have completed and furnished to TitlePlus! a Sales Disclosure Form ("Sales Disclosure") pursuant to Indiana Code 6-1.1-5.5, which will accompany the deed of conveyance to the County Auditor's office as a prerequisite for recording of the deed of conveyance;
 - b. TitlePlus! is directed to correct erroneous information and insert missing information after they have signed the form;
 - c. one of the purposes of the Sales Disclosure is to file the Homestead Standard Deduction ("Homestead") for Buyer;
 - d. the Sales Disclosure provides a substantial property tax deduction for an owner's principal residence;
 - e. Indiana Code 6-1.1-12-37 permits a married couple to have only one Homestead, regardless of whether each spouse owns a separate principal residence;
 - f. the county and/or state may use the Sales Disclosure to track multiple Homestead filings which, if found, may cause a charge to the property owner for delinquent taxes, penalties, and interest for a non-qualifying property; and
 - g. if only one spouse is Buyer, the name and certain identification information of the other spouse must be provided on the Sales Disclosure.
12. **Loan Documents Content.** TitlePlus! has no responsibility for the terms and conditions of any loan or the content of loan documents of Buyer in this transaction, other than to order the documents, forward the documents to Buyer for execution, or assist in the document signing process, and to return the executed documents to the lender. Buyer and Seller acknowledge that TitlePlus! is not involved or concerned with the processing of any loan and cannot advise or give an opinion regarding the processing of any loan or the loan terms and documents. TitlePlus! will accept funds, documents, and the instructions for the use of them from lender. Buyer's execution of lender's loan documents will constitute complete approval of all terms and conditions contained in them. Interest on any new financing may begin to accrue on the date loan funds are disbursed by the new lender regardless of the date of closing. Buyer's account will be charged with interest in accordance with lender's instructions.
13. **Applicability of Certain Federal Laws.** Buyer and Seller are aware of the requirements of the Federal laws described below. Penalties may be imposed on Buyer for noncompliance with the requirements of the following statutes and related regulations. Seller and Buyer will execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to carry out these requirements and for the withholding and payment of tax under these statutes if required.
 - a. The Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code § 1445, imposes requirements for tax reporting and withholding on Buyer, unless an exemption applies, to deduct and withhold 15% of the gross sales price from Seller's proceeds in a real property transaction and to remit such sum to the Internal Revenue Service ("IRS"), if the

transferor (Seller) is a non-resident alien or non-domestic corporation or partnership or is a domestic corporation or partnership controlled by non-residents or non-resident corporations or partnerships. If, under § 1445, TitlePlus! is requested in writing by Buyer to withhold the applicable sum from Seller's proceeds and tender the funds to Buyer to allow Buyer to comply with § 1445's withholding requirements, TitlePlus! will comply with such instructions. Provided, however, Seller and Buyer agree and acknowledge that TitlePlus! is released from and has no liability, obligation, or responsibility with respect to: [i] withholding such funds; [ii] advising Seller or Buyer as to FIRPTA's withholding requirements; [iii] determining whether Seller is a foreign person under FIRPTA; [iv] determining whether Seller is acting as a qualified substitute under FIRPTA; or [v] otherwise making any inquiry concerning compliance with FIRPTA for any party to the transaction.

- b. Federal law requires TitlePlus! to be provided with Seller's and Buyer's correct taxpayer identification information ("TIN"). TitlePlus! may be required to report the transaction to the IRS including Seller's and Buyer's social security number ("SSN") or TIN and the total sales price. Therefore, Seller must complete Form 1099-S, or a Seller's Certification if exempt from 1099 filing. If Seller is a foreign person and does not have a TIN, Seller must have applied for and obtained an Individual Taxpayer Identification Number ("ITIN") prior to the Closing Date. If Seller does not provide TitlePlus! with Seller's correct TIN or ITIN, Seller may be subject to civil or criminal penalties imposed by law. In addition, the closing will be delayed.

14. **Document Retention/Imaging/Dissemination.** TitlePlus!'s document retention policy may involve the electronic imaging of executed title and other documents ("Documents") relating to ownership, indebtedness, title insurance, and closing. Therefore, paper originals and copies may be destroyed rather than retained as paper. TitlePlus! will provide without charge one electronic or paper copy of each Document to Seller and Buyer (to the extent pertinent to such party and subject to privacy laws); however, all additional electronic copies or all copies provided in another format (such as paper) will be charged at the then applicable TitlePlus! copy rate. Seller and Buyer acknowledge this retention/imaging policy and consent to the destruction of all applicable originals or copies. In addition, Buyer and Seller authorize TitlePlus! to make copies of Documents and other nonpublic personal information to their respective real estate agents, attorneys, accountants, and lenders. TitlePlus! may elect not to retain either electronic or paper copies after a certain period of time, based on Federal and Indiana document retention standards.
15. **Unclaimed Funds and Administrative Fee.** To the extent that TitlePlus! disburses any funds to Seller or Buyer by bank check and the check has not been negotiated by the payee within 180 days after issuance, TitlePlus! will seek a stop payment order, charge an administrative fee of US\$25.00, and redirect the disbursement of any remaining funds to the State of Indiana pursuant to IC 32-34-1-20. By executing this instrument, Buyer and Seller agree to be charged the administrative fee and consent to this procedure, pursuant to IC 32-34-1-22.
16. **Rights if Dispute.** Should TitlePlus!, before or after closing, receive or become aware of any conflicting demands or claims with respect to this transaction or the rights of any of the parties to it, or any money or property deposited in or affected by this transaction, TitlePlus! will have the right to discontinue any or all further acts until such conflict is resolved to TitlePlus!'s satisfaction. Also, TitlePlus! will have the right to commence or defend any action or proceeding for the determination of the conflict. The parties to this transaction jointly and severally agree to pay all costs, damages, judgments, and expenses, including reasonable attorney's fees, suffered or incurred by TitlePlus! in connection with, or arising out of this transaction, including, but without limiting the generality of the categories listed, a suit in interpleader brought by TitlePlus!. If TitlePlus! files an interpleader, TitlePlus! will be fully released and discharged from all obligations imposed upon TitlePlus! in this transaction.
17. **Seller's Contact Information.** Seller's contact information is as follows:

Name: _____

Address: _____

Phone(s): _____

Email: _____ @ _____

18. **Buyer's Contact Information.** Buyer's contact information is as follows:

Name: _____

Address: _____

Phone(s): _____

Email: _____ @ _____

19. **Accuracy of Information Provided.** All information provided to TitlePlus! respectively by Seller and Buyer is accurate and complete to the best knowledge of Seller and Buyer.

20. **Fees and Discounts.** Seller and Buyer acknowledge that the party paying the premium for the owner's title insurance policy may be entitled to receive a discounted charge for such premium if certain terms and conditions are met, including but not limited to, TitlePlus! being provided with a copy of a qualifying previously issued owner's title insurance policy for the subject real estate. Further, if eligible for such discount, Seller and Buyer acknowledge that such discounted charge, reissue credit, or reissue rate has been offered by TitlePlus! as agent for its applicable Underwriter.

21. **Hold Harmless.** Seller and Buyer have thoroughly reviewed the Settlement Statement and hold TitlePlus! harmless from all matters regarding it and the Title Report.

DATED: _____, 20__.

"SELLER":

"BUYER":

EARNEST MONEY DEPOSIT AGREEMENT

FILE NO.:

EFFECTIVE DATE:

PROPERTY:

SELLER:

BUYER:

ESCROW AGENT: Monroe County Land Title Co., Inc., d/b/a TitlePlus!, 328 S. Walnut Street, Suite 3, Bloomington, IN 47401. Telephone: (812) 336-3852; Fax: (812) 336-6980.

EARNEST MONEY: _____ & 00/100 Dollars (USD _____)

THIS AGREEMENT is made and entered into by and among Seller, Buyer, and Escrow Agent on the Effective Date.

BACKGROUND INFORMATION:

A. Offer to Purchase

Seller and Buyer have entered into an offer to purchase real estate ("Offer").

The Offer pertains to the above-described Property, a copy of such Offer being attached to this Agreement.

B. Earnest Money

Buyer desires that the Earnest Money be held in a non-interest-bearing account.

Seller has no objection to the Earnest Money being held as desired by Buyer.

Escrow Agent is willing to hold the Earnest Money in its non-interest-bearing trust account ("Account") at First Financial Bank, 536 North College Avenue, Bloomington, IN 47404 ("Bank").

To the extent the Offer does not specify who will hold the Earnest Money, Seller and Buyer acknowledge that the Offer should be amended to provide that the Earnest Money will be held by Escrow Agent.

THE AGREEMENT:

1. Consideration and Changes

The undersigned have entered into this Agreement based upon the mutual promises made in the Offer and in this Agreement.

Certain provisions of the Offer are changed by this Agreement.

2. Revisions to the Offer Regarding Earnest Money

Concurrently with the execution of this Agreement, the Earnest Money is deposited with Escrow Agent, the receipt of which is acknowledged by Escrow Agent.

All rights and obligations pertaining to the Earnest Money are transferred to and assumed by Escrow Agent. The terms and provisions of the Offer regarding the disposition of the Earnest Money will apply to the parties to this Agreement. However, by initialing here, Buyer (_____) and Seller (_____) agree that, in the event of a dispute, funds deposited into escrow will not be released automatically. Instead, the Earnest Money will not be released until the Escrow Agent receives clear and unambiguous written, mutually signed release instructions from Buyer and Seller, or a judicial decision. In addition, Escrow Agent will have a first and prior lien on the Earnest Money for any costs, including court costs, reasonable attorney's fees, and counsel expenses ("Expenses") which may be incurred by Escrow Agent because of pursuing or defending legal or equitable actions pertaining to this Agreement. Escrow Agent may deduct the Expenses from the Earnest Money prior to the disbursement. Escrow Agent will be entitled to act on its sole direction and without the consent of Buyer and Seller. Buyer and Seller will hold Escrow Agent harmless from any and all liability incurred in the performance of their respective duties, except for actual fraud. **(This Agreement will not be valid unless Buyer and Seller write their initials where indicated.)**

3. Disputes

The original venue of any controversy, claim, or dispute arising out of or relating to this Agreement or its breach will be in Monroe County, Indiana.

In any such dispute, Escrow Agent will be indemnified by Seller and Buyer for Escrow Agent's reasonable expenses, attorney fees, and costs, except for Escrow Agent's willful misconduct or fraud.

4. Notices

All notices provided or required to be given under this Agreement shall be deemed to have been duly given, served, and delivered if mailed by United States registered or certified mail addressed to the party entitled to receive the same at the address specified in this Agreement, unless changed as provided in this Agreement.

Any party may change its mailing address by giving to the other parties written notice of its new mailing address, and any notice so given shall be deemed to have been given, served, and delivered three days after the date following the date on which the notice was so mailed.

5. Modification and Construction

This Agreement may not be amended or modified in any respect except by an instrument in writing signed by the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter. If any provision of this Agreement shall be held invalid, such invalidity shall not affect any other provision.

6. Counterparts and Binding Effect

This Agreement may be executed in counterparts, each of which will, regardless of the date of its execution and delivery, be deemed an original, and the counterparts together will constitute one and the same agreement.

This Agreement inures to the benefit of and binds all parties, their heirs, legatees, devisees, administrators, executors, successors and assigns.

DATED: _____, 20__

"SELLER":

"BUYER":

"ESCROW AGENT":

By: Morris H. Erickson, President

G:\RE\ESCROW - NO INTEREST, NO BROKERS v2.doc

AUTHORIZATION TO OBTAIN LOAN PAYOFF INFORMATION

Date: _____, 20____

Re: Loan #: _____

Lender: _____

Property address: _____

To whom it may concern:

The undersigned Borrower(s) authorize TitlePlus!, 328 S Walnut Street, Ste 3, Bloomington, IN 47401, to request payoff information concerning the above-referenced loan. Please provide all pertinent information to Jenny Hudson, Julie Vonderschmidt, Miranda Chaudion, Kegan Burns, Kaylin Thummel, Kacee Vonderschmidt, or other employees of TitlePlus, assigned to this file.

Printed: _____
SSN: _____

Printed: _____
SSN: _____

*"In the event this loan is secured by a Mortgage allowing for advances of a credit line, please be advised that this letter authorizes you to freeze the referenced credit line upon issuance of your payoff [demand]. If you require further authorization, please contact the undersigned immediately. **Payment pursuant to your payoff (demand) will eliminate any security interest you have in the property in question.** In order to avoid unsecured additional advances the account must be frozen upon issuance of your payoff [demand]. If you make any additional advances they will not be secured by the subject property. We will be completing an escrow/closing transaction involving a new owner or lender in reliance on the release of your security interest in the property. Upon payment you will be obligated to issue a release of the Mortgage securing the line of credit."*