

WIRE FRAUD NOTICE ADDENDUM

This Addendum is made a part of the Uniform Purchase Agreement dated _____, relating to the property address of _____.

NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS:

Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Seller: _____ Buyer: _____
Date: _____ Date: _____

Seller: _____ Buyer: _____
Date: _____ Date: _____

LOT PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Date: _____

The undersigned Buyer, whether one or more, agrees to purchase the Property described as follows:

1. PROPERTY ADDRESS:

_____ *Street* _____ *City* _____ *State* _____ *Zip*

2. LEGAL DESCRIPTION (Property): _____

_____ as surveyed, platted and recorded in _____ County, _____, including all fixtures and equipment attached to the Property, if any.

3. PERSONAL PROPERTY: No personal property is included.

4. CONVEYANCE: Provided that the Seller has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Buyer or Buyer's nominee by warranty deed or _____ free and clear of all liens, encumbrances or special taxes levied or assessed, no exceptions except _____, subject to all building and use restrictions, utility easements abutting the boundary of the Property, easements and covenants now of record.

5. SPECIAL ASSESSMENTS:

5.1 **Levied Or Assessed Prior to Closing:** All special Assessments against the Property for public improvements, including accrued interest thereon, levied or assessed prior to closing shall be the obligation of and shall be paid by Seller at closing.

5.2 **Not Levied Or Assessed Prior to Closing:**

5.2.1 If special assessments for public improvements previously constructed or ordered or required by the public authority have not been levied or assessed prior to closing, the Buyer shall pay such special assessments, including accrued interest thereon, as soon as they have been levied or assessed.

5.2.2 At the closing of the Property, the Buyer shall receive a credit against the purchase price for the amount of the estimated special assessments. The SID district engineer has estimated the special assessments expected to be levied and assessed after the closing to be \$ _____.

5.2.3 If the special assessments actually levied or assessed exceed the estimated credit set forth in paragraph 5.2.2 above, the Seller shall promptly pay the additional amount to Buyer. If the estimated credit set forth in paragraph 5.2.2 above exceeds the special assessments actually levied or assessed, Buyer shall promptly reimburse the Seller for the amount of the excess.

5.3 The provisions of this Agreement relating to payments and adjustments for special assessments shall survive the closing of the sale of the Property. Buyer shall be responsible for all other special assessments levied or assessed after closing.

6. CONSIDERATION AND EARNEST DEPOSIT: Buyer agrees to pay via certified funds, the total purchase price in the amount of:

_____ (Dollars),

(\$ _____) ("Purchase Price") on the following terms:

Buyer(s) Initials _____ Seller(s) Initials _____

a. Earnest Deposit: \$ _____ (Deposit) deposited herewith as evidenced by the receipt attached below. Deposit is made payable and delivered to TitleCore National. If the Deposit is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed in **Section 20**. In the event this offer is not accepted by the Seller of the Property within the time specified, the Deposit shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Deposit shall be paid to Purchaser. In the event of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at his option, retain the Deposit for failure to carry out the terms of this Purchase Agreement, subject to the terms of the listing agreement. In the event of a dispute over the return or release of the Deposit, Purchaser(s) and Seller(s) understand that the Escrow Agent will not release funds to either party without the signed written consent of Seller(s) and Purchaser(s) or a court order or arbitration ruling. Escrow Agent shall pay any Deposit into court which it may have in its possession upon the filing of such legal action. Such legal action shall not be maintained against Escrow Agent when the dispute is between Purchaser and Seller. Any party naming Escrow Agent as a party to any proceeding despite the aforementioned sentences shall be liable to Escrow Agent for all legal costs and fees.

b. Balance: Balance of \$ _____ shall be paid via wire transfer, or certified or cashier's check at time of delivery of deed, no financing being required.

7. TAXES:

Douglas/Sarpy Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of:

possession, closing, or other _____.

Other Counties Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of: possession, closing, or other _____.

8. SANITARY IMPROVEMENT DISTRICT (S.I.D.): Buyer understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Buyer acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the property is annexed by the municipality.

9. TITLE INSURANCE: If Buyer requires title insurance for the purchase of the Property, it shall be paid for by Buyer. Seller shall furnish a current title insurance commitment to Buyer as soon as practicable after acceptance of this Agreement. If title defects are found, Buyer shall deliver to Seller a notice setting forth the defects in the title. Seller shall attempt to correct the defects within a reasonable time. If title defects are not cured within a reasonable time, this Agreement shall be voidable by either Buyer or Seller upon written notice and the Deposit shall be paid to Buyer. The Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. 2601 et. seq., and its accompanying regulations provide that if Buyer pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Buyer's rights under RESPA, Buyer hereby directs the title insurance work to:

TitleCore National or other _____ or none

10. ESCROW CLOSING AND POSSESSION: Buyer and Seller acknowledge that the closing of the sale may be handled by an Escrow Agent. Closing shall be on or before _____, 20 _____. Possession at closing. The closing shall be performed by: TitleCore National, LLC or other _____. Escrow Agent's charges for the closing shall be equally divided between Buyer and Seller or as otherwise agreed in **Section 20**.

11. STATE DOCUMENTARY TAX: The State Documentary Tax on the deed shall be paid by Seller.

12. **INSURANCE:** Any risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. If the Property is materially damaged prior to closing, Buyer shall have the right to rescind this Agreement, and the Deposit shall be paid to Buyer.
13. **SEWER CONNECTION FEE:** Buyer will be required to pay a sewer connection fee before a building permit will be issued. Buyer shall be responsible to pay all fees for waste, water, etc., which may be required upon filing for a building permit.
14. **SURVEY** At the request of Buyer, Seller shall provide a copy of the Surveyor's certificate for the Property to Buyer. and/or Buyer is aware of the availability of obtaining a survey to determine the property boundaries, measurements, building locations, encroachments from adjoining lands, and recorded easements that may affect the Property. Buyer agrees to pay for (select one):
- Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
 - Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
 - ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Buyer),
 - Waived unless required by a lender **In most situations, a survey is recommended.**
15. **SELLER PROPERTY CONDITION DISCLOSURE STATEMENT:** Buyer acknowledges that no Seller Property Condition Disclosure State is required by Nebraska Law.
16. **BUYER'S PERSONAL INSPECTION:** This offer is based upon Buyer's personal inspection or investigation of the Property and not upon any representation or warranties of condition by Seller. Seller does not make any representation concerning the Property or suitability for any particular improvements. Buyer acknowledges that it is solely Buyer's responsibility to make appropriate investigation regarding square footage, location of property lines, topography, soil conditions, suitability for construction and utilities. Buyer acknowledges that no oral or written representations, statements or warranties have been made by Seller, its employees or any persons purporting to represent it, or by any real estate agents, except as written in this Agreement.
- a. Soils. The Seller makes no representation or warranty concerning the soil compaction, buildable quality or bearing capacity of the soil of the Property. The Buyer agrees that it is solely the Buyer's responsibility to make appropriate test to determine the buildable quality of the Property. The Buyer acknowledges that in the preparation of the subdivision, certain changes in the contour of the terrain and slope may have been made which could have an effect upon the drainage of both the Property, any lot, and the subdivision in general. Buyer shall not materially change the grade or contour of the Property or any lot. The Buyer does hereby acknowledge these circumstances and does hereby release and discharge the Seller from any and all responsibility for the buildable quality of the Property and the control or flow of surface or sub-surface water of any kind. This section shall survive closing.
 - b. Erosion Control. Buyer shall be solely responsible for any and all erosion control, including, but not limited to, silt fencing, siltation ponds, terracing, etc., and street cleaning as may be required with respect to Buyer's construction activities, the Property or on any adjacent lot caused by Buyer's construction activities. At Seller's request, Buyer shall be required to obtain a separate and distinct grading permit from the grading permit of Seller, and in such event, may not rely on or use any grading permit obtained by Seller for the Property or any lot. Buyer agrees to indemnify and hold the Seller harmless from any and all liability, costs, expenses, causes of action, attorney fees and so forth with respect to Buyer's construction activities and grading on the Property and with any and all erosion control matters relating thereto. This Purchase Agreement provision shall survive closing.

17. MODIFICATION IN WRITING: Any modification of the terms of this agreement must be in writing and signed by all parties.

18. ELECTRONIC TRANSACTION AUTHORIZATION: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Buyer, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

19. HOMEOWNERS ASSOCIATION AND PROTECTIVE COVENANTS: Buyer acknowledges that the Property may be subject to protective covenants that govern use of the Property and that may be enforced by the homeowner’s association or its members. Buyer can obtain a copy of the covenants from the designated title insurance company. All association dues and assessments shall be prorated to the date of closing. Buyer shall be responsible for all future association dues and assessments. These obligations shall survive closing.

20. ADDITIONAL PROVISIONS: _____

21. OFFER EXPIRATION: This offer is subject to acceptance by Seller on or before: _____ at _____ am/pm.

22. LIST OF ATTACHMENTS AND ADDENDA, AND DISCLOSURES:

- Seller Property Condition Disclosure Statement Dated _____
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- S.I.D. Statement
- Wire Fraud Notice
- _____
- _____
- _____

The undersigned parties executed this Agreement.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed)

Purchaser's Name (Printed)

Address: _____

Address: _____

City: _____ State: ____ Zip: _____

City: _____ State: ____ Zip: _____

Phone: _____

Phone: _____

NAMES FOR DEED

RECEIPT

Deposit is: ___ delivered with Agreement ___ to be delivered later (**If deposit to be delivered later, see Section 20**).

RECEIVED FROM:

the sum of _____

(\$ _____) DOLLARS (by _____) to apply to the purchase price of the Property

on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

RECEIVED BY: _____ SIGNATURE _____

PROPERTY ADDRESS: _____

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, 20____, at _____ o'clock _____. M., Omaha, NE time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

Seller: _____ Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, 20____, at _____ o'clock _____. M., Omaha, NE time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

Purchaser: _____ Purchaser: _____

PROPERTY ADDRESS: _____

SELLER ACCEPTANCE OF COUNTEROFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter-offer with an attached addendum.

Seller: _____ Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)

REAL ESTATE CERTIFICATION

We, the undersigned Seller(s), Purchaser(s), involved in this transaction, each certify that the terms of this Purchase Agreement are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Purchase Agreement.

Purchaser: _____
date

Seller: _____
date

Purchaser: _____
date

Seller: _____
date

PURCHASER RECEIPT

Purchaser acknowledges receipt of a fully executed copy of this Purchase Agreement on _____, 20____.

NOTE: At closing, Purchaser required to have wire transferred funds or certified or cashier's check for the balance of amounts due.

Purchaser: _____

Purchaser: _____

PROPERTY ADDRESS: _____