

TitleCore National Contract Checklist

- _____ Earnest Deposit Check made payable to “*TitleCore National*”
- _____ Standard Cost Sheet
- _____ Completed Escrow Closing Instructions
- _____ Fully Executed Purchase Agreement
- _____ Addendum #1 to the Purchase Agreement (if applicable)
- _____ Addendum #2 to the Purchase Agreement - Lead Based
Paint & Lead Based Hazards. **This must be filled out if the home
was built prior to 1978.**
- _____ Seller’s Property Condition Disclosure Statement
- _____ Payoff Authorization
- _____ Home Inspection Disclosure
- _____ Carbon Monoxide Disclosure

*All contracts must be signed by a purchaser and all sellers
Fully executed contract submitted to:*

*TitleCore National
8701 West Dodge Road, Suite 150
Omaha, NE 68114*

*Phone: (402) 333-8100
fsbo@titlecorenational.com*

Standard Costs Associated with a Real Estate Closing

Title Insurance – The title insurance premium is based on the purchase price. The cost of title insurance and endorsements are typically split between the buyer and the seller unless otherwise stated in the purchase agreement.

Escrow Closing Fee – The closing fee is \$850.00 and it too, is typically split between the buyer and seller unless otherwise stated in the purchase agreement. If the buyer is obtaining an FHA or VA loan the entire cost of the escrow closing fee is paid by the seller.

Nebraska Documentary Stamp Tax – The tax is customarily paid by the seller, it is assessed at a rate of \$2.25 per thousand dollars of the purchase price.

Termite Inspection – The cost of termite inspections range from \$50.00 to \$100.00 and are the responsibility of the buyer. The exception would be if the buyer obtains a VA loan the cost of a termite inspection must be paid by the seller.

Real Estate Taxes – Taxes are prorated based on the purchase agreement.

County Recording Fees – Documents requiring recording are Deeds, Deeds of Trust, Assignments, Affidavits, releases and any other document a lender or title department may require. The cost of recording a document is \$10.00 for the first page and \$6.00 per each additional page. Buyers and Sellers are responsible for the recording costs of their documents. There is also an e-recording fee of \$4.25 per document.

Lender Closing Costs – Lender costs are reported to the buyer on the *Good Faith Estimate* provided by the lender. These costs would be paid by the buyer unless otherwise negotiated in the purchase agreement. These costs should include all previously listed costs.

Upfront Costs

Loan Application Fee - The buyer (borrower) will most likely be required to pay an application fee at the time of loan application. This fee is usually between \$300.00 and \$600.00 depending on the type of loan and is non-refundable. This fee is used to cover cost of a credit report and appraisal. These are costs the lender will incur regardless of whether or not the transaction is completed. The buyer will receive credit for this fee at the time of closing.

Earnest Deposit - The earnest deposit check is usually made payable to the escrow company. The check is cashed and the buyer's funds are then held in a trust account by the escrow company until closing. These funds are credited to the buyer at closing. The amount of the earnest deposit is agreed to in the purchase agreement.

TitleCore National

8701 West Dodge Rd, Suite 150

Omaha, NE 68114

(402) 333-8100 fsbo@titlecorenational.com

PROPERTY ADDRESS: _____

SALES PRICE: _____ CLOSING DATE: _____ POSSESSION: _____

TYPE OF DEED: JWROS _____ TIC _____ OTHER _____

SELLER(S): _____ BUYER(S): _____

ADDRESS: _____ ADDRESS: _____

PHONE#: WK _____ HM _____ PHONE# WK _____ HM _____

E-MAIL: _____ E-MAIL: _____

STATUS: H&W _____ SINGLE _____ OTHER _____ STATUS: H&W _____ SINGLE _____ OTHER _____

EITHER EVER DIVORCED? YES _____ NO _____ EITHER EVER DIVORCED? YES _____ NO _____

SOCIAL SECURITY # _____ SOCIAL SECURITY#: _____

SOCIAL SECURITY# _____ SOCIAL SECURITY#: _____

ATTORNEY _____ ATTORNEY _____

ADDRESS: _____ ADDRESS: _____

EXISTING LOAN CO: _____ **BUYERS LOAN CO:** _____

LOAN #: _____ LOAN OFFICER: _____

EXISTING LOAN CO: _____ E-MAIL: _____

LOAN #: _____ PHONE _____

LOAN AMOUNT: \$ _____

CASH SALE: _____

OCCUPIED _____ VACANT _____ OTHER: _____

DOES BUYER INTEND TO OCCUPY THE PROPERTY? YES _____ NO _____

COMMENTS: _____

UNIFORM PURCHASE AGREEMENT

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

Purchasers Name(s) _____, **Date:** _____

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

1. Property Address: _____ **Zip Code** _____

2. Legal Description (Property): _____ as surveyed, platted and recorded in _____ **County, NE**, including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: range oven refrigerator microwave dishwasher all window coverings all ceiling fans washer dryer garage door opener(s) with _____ remotes outdoor play equipment storage shed work bench and/or shelving located in _____, other (list in space) _____, together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or _____, free and clear of all liens, encumbrances or special taxes levied or assessed, no exceptions except _____ and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, now under construction, or ordered or required to be constructed by any public authority, but not yet assessed. Upon notification, Seller agrees to notify Purchaser of any additional assessments ordered but not yet assessed.

6. Consideration: Purchaser agrees to pay to Seller, via certified funds, the total purchase price in the amount of _____ DOLLARS (\$ _____) on the following terms: \$ _____ (Deposit) deposited herewith as evidenced by the receipt attached below unless otherwise provided in Section 10c, 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 herein. 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.

7. All Cash: Balance of \$ _____ shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

8. Conditional upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.1 Terms of Financing: Balance of \$ _____ shall be paid in wire transferred funds, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____. The financing will be VA, FHA, CONVENTIONAL, CONVENTIONAL with P.M.I., NIFA, USDA or _____, with terms providing initial monthly principal and interest payment of not more than \$ _____ plus taxes and insurance, and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. The note will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

8.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) business days of acceptance of this offer to:

Company Name	Loan Officer Name	Phone Number
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to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. If the financing is not approved within _____ days from date of acceptance, this offer shall be null and void, and the Deposit will be paid to Purchaser with no further agreement or release required, except that, if processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or denial. If the original loan application is denied, the Purchaser authorizes and instructs the Lender to notify the Purchaser, the Seller and all real estate licensees involved in the transaction, in writing. Upon notification of denial, this Purchase Agreement shall be void and the Deposit will be paid to Purchaser, with no further agreement or release required, unless Seller and Purchaser mutually agree in writing within five (5) business days from receipt of notification of loan denial that an additional loan application will be made or that, without waiving such contingency, additional loan information will be submitted to the original Lender or Purchaser waives the financing condition. Notwithstanding the foregoing, if approval or denial is not issued within ten (10) days after the approximate closing date, below, this Agreement shall be voidable by Seller upon written notice to Purchaser.

9. **A. Seller Financing:** - See attached addendum **B. Loan Assumption:** - See attached addendum.

10. ADDITIONAL PROVISIONS: (Check all that apply):

A. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's property located at: _____ See attached addendum.

B. Contingent Upon Closing: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____, scheduled to close on approximately _____. If such closing does not occur within ten (10) business days after the approximate closing date, below, this offer shall be voidable by Seller upon written notice to Purchaser.

C. Other Provisions (if attaching addenda, list in Section 35): _____

11. Taxes: If the Property is located in **Douglas or Sarpy County**, 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 for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which closing takes place (based on assessed value and tax rate as of the date of this Agreement) shall be treated as Current Taxes for the purposes of this Agreement. Such Current Taxes shall be prorated as of date of possession or closing.

12. Rents, Deposits and Leases, If Rented: All leases and rents shall be current and not in default at closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Purchaser within ten (10) days of acceptance of this Agreement. In the event that any condition of an existing lease is unacceptable to Purchaser, Purchaser may terminate this Agreement by written notice to Seller within ten (10) days of Purchaser's receipt of the copies of leases, and Purchaser shall be entitled to be paid the Deposit with no further agreement or release required.

13. Sanitary and Improvement District (S.I.D.): Purchaser understands that this property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement: (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.

14. Conveyance of Title: Seller shall through Seller's Agent or closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time. Notwithstanding the foregoing, if title defects are not cured within fourteen (14) days after the approximate closing date, below, this Agreement shall be voidable by Seller upon written notice to Purchaser.

Approximate closing date to be _____, 20____, and possession date shall be closing, or _____, 20____, at _____ o'clock __M.

Purchaser and Seller acknowledge that the closing date is approximate. Delays may arise due to factors partially or completely beyond the control of persons and entities involved in the transaction. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of closing.

The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser 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 Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to TitleCore National. Purchaser hereby selects the Expanded ALTA Homeowners Policy or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller.

15. Escrow Closing: Purchaser and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow closing shall be equally divided between Purchaser and Seller unless Purchaser is obtaining a VA loan, in which case escrow costs of the closing shall be paid by Seller. Escrow Agent shall be TitleCore National. At closing Purchaser is required to have wire transferred funds or certified or cashier's check for the balance of amounts due.

16. Utilities: Purchaser agrees to have all utilities transferred from Seller's name to Purchaser(s) name, as of the date of closing or possession, whichever is earlier.

17. Homeowners Association and Protective Covenants: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowner's

association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Purchaser shall be responsible for all future homeowner's or neighborhood association dues, if any.

18. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

19. Release of Information: Purchaser and Seller authorize the release of information including price, financing and Property information regarding the purchase of this Property.

20. Survey: Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser 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 Purchaser),
- Waived unless required by a lender

In most situations, even if a survey is not required, one of the surveys is recommended.

21. Seller Property Condition Disclosure: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement.

22. Home Warranty Acknowledgment: Purchaser has been advised of the availability of Home Warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller. Home Warranty provider shall be _____ . Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty with No Exclusions*. Cost is \$_____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)
- Home warranty coverage rejected by Purchaser.

23. Property Inspections (Select as noted): Purchaser has been advised of the availability of property inspections. Unsatisfactory Home Condition, Asbestos, Mold, Lead and other contaminants may exist in the Property. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). It is recommended Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Purchaser identifies the following inspections, as selected, which may be ordered:

- Whole House Inspection*or components or subsystems
- Structural
- Mold
- Septic System
- Well
- Lead Based Paint

Radon

Other _____

*“Whole house” inspections often include, but are not necessarily limited to, structure, exterior, roofing, plumbing, electrical, heating, central air conditioning, interior, insulation and ventilation. In some instances it may be advisable to consult a structural engineer as part of the inspections to the Property. Occasionally, whole house inspectors may use or recommend other inspectors in the course of a whole house inspection and they will be considered as part of the whole house inspection for notification purposes.

Purchaser elects NOT to obtain property inspections.

If Purchaser has elected to obtain property inspections, then the following provisions shall apply:

Within seven (7) days (or _____) after the final acceptance of this Purchase Agreement, Purchaser, at Purchaser’s expense, shall have the right to have a “qualified” inspector or inspectors perform any and all inspections of the real property as identified above, to determine whether the Property is satisfactory to Purchaser. To be “qualified” an inspector must be licensed, if required, in the state, county or city in which the Property is located. In any case, the inspections performed with regard to the Property under this Agreement must be in the ordinary course of the inspector’s business. The inspection report may or may not cover items required by the appraisal. Seller will allow inspectors reasonable access to the property within the specified timeframe.

If Purchaser chooses to have a radon test, and the results of the Radon test show average radon levels of 4 picocuries per liter of air (pCi/L) or higher, Seller will have a licensed radon mitigation company professionally install a mitigation system and will either provide after-installation test results of below 4.0 picocuries per liter of air, or a guarantee from the radon mitigation company that the level of radon will be below 4.0 picocuries, with a transfer of the warranty to Purchaser. A copy of the paid receipt and either test results or guarantee will be provided to Purchaser prior to closing. Should Seller successfully complete mitigation under this Paragraph, Purchaser agrees to accept the Property in its mitigated condition.

Purchaser’s Response to Inspection Reports: Within three (3) business days of Purchaser's receipt of all requested inspection reports, the Purchaser shall notify Seller of Purchaser’s requested course of action, which may be delineated on the Property Inspection Resolution Addendum and Purchaser shall also provide Seller with relevant pages of the inspection report(s). Purchaser’s course of action shall be set forth as one of the three following options:

Option “A” – After receipt of Inspections, the Purchaser(s) may choose not to request any action of Seller and to waive further objection regarding the home inspection findings.

Option “B” – If the report(s) reveal(s) any condition, issue or defect that is unsatisfactory to Purchaser, the Purchaser may deliver a written request for repair and or remediation, as required, to the Seller. Such request shall include a copy of the relevant inspection report or summary from the qualified inspector.

Option “C” – If the condition of the Property, as shown in any inspection or report, is unsatisfactory to Purchaser(s), then the Purchaser may terminate the Purchase Agreement with written notice to the Seller, at which time Purchaser shall be paid the Deposit with no further agreement or release required. Upon Seller’s request, Purchaser agrees to provide a copy of the relevant inspection report or summary from the qualified inspector.

Purchaser’s failure to deliver the report and written notification or request within the specified time period will result in Purchaser’s acceptance of the Property “as is” and Purchaser shall be deemed to have waived any objection based on Property inspections under this section.

Seller’s Response to Inspection Notice: Within three (3) business days of receipt of the Property Inspection Resolution Addendum, Seller shall notify Purchaser, in writing of what steps, if any, the Seller will take to correct any identified condition, issue or defect before closing. The failure of Seller to deliver a response before the expiration of this time period shall be treated as a notification that Seller will not make any repairs.

If the Seller is unwilling or unable to remedy the identified conditions, issues or defects to the Purchaser's reasonable satisfaction, the Purchaser (i) may notify Seller that Purchaser has elected to void the Agreement. If Purchaser elects to void the Agreement, Purchaser shall be paid the Deposit with no further agreement or release required. If the Purchaser does not elect to take the Property "as is" or elect to void the Agreement within three (3) business days of the Seller's response (or the deadline for response, if no response was timely provided), Purchaser shall be deemed to have elected to purchase the Property "as is" and shall be deemed to have waived Purchaser's rights under this Section

24. Purchaser's Personal Inspection: This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. If finished sq.ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.

25. Condition of Property: Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within _____ days before closing to confirm compliance with this Purchase Agreement.

26. Wood Infestation: Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by _____ or TNT Termite. Purchaser agrees to designate the inspector for such inspection in writing to Seller's Agent within ten (10) days after acceptance of this offer. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) days of receipt of a wood destroying insect inspection report, which inspection report must be delivered to the Seller and Purchaser no later than fifteen (15) days prior to the approximate closing date set forth in Section 14, above, at which time Purchaser shall be paid the Deposit with no further agreement or release required.

27. Insurance: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. Purchaser, at Purchaser's choice, may: 1) rescind this Agreement, at which time Purchaser shall be paid the Deposit with no further agreement or release required; or 2) take the Property subject to the damage, with the Seller paying to the Purchaser the insurance proceeds and deductible for the replacement of the Property or at a price discounted by the cost of restoration of the Property. Purchaser agrees to insure the Property at closing.

28. Smoke Detector and Carbon Monoxide Alarms: Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

29. Lead-Based Paint Addendum: Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

30. Equal Opportunity: It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the division of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex handicap, disability or sexual orientation, or age in the City of Omaha if an individual is forty (40) years of age or older.

31. Modification in Writing: Any modification of the terms of this agreement must be in writing and signed by all parties.

32. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser or Seller 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.

33. Arbitration and Mediation:

Section 33 is hereby waived by all parties if this Section **Initialed Purchaser(s) Initials:** _____

- A. Disputes: The term “Dispute” shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.
- B. Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty five (365) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
- C. **Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent’s case, the arbiter may award attorney’s fees and arbitration costs to the prevailing party.**
- D. Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- E. Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or 2) The filing or enforcement of a construction or similar lien, or 3) an action filed and held in “Small Claims Court”, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district county shall make section 35 applicable to such action
- F. Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND

DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

34. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before _____, 20____, at _____ o'clock _____. M., Omaha, NE time. Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

35. List of Attachments and Addenda, and Disclosures:

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

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The undersigned parties executed this AGREEMENT.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 33 WHICH MAY BE ENFORCED BY THE PARTIES.
The arbitration provision is contained in Section 33.

Purchasers Name (Printed):

Purchasers 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 10C).
Deposit payable to TitleCore National.

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 _____

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.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 33 WHICH MAY BE ENFORCED BY THE PARTIES

The arbitration provision is contained in Section 33.

Seller: _____

Seller: _____

Sellers Name (Printed):

Sellers 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 Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 33 WHICH MAY BE ENFORCED BY THE PARTIES

The arbitration provision is contained in Section 33.

Purchaser: _____

Purchaser: _____

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (Check one):

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

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 33 WHICH MAY BE ENFORCED BY THE PARTIES

The arbitration provision is contained in Section 33.

Seller: _____ Seller: _____

Sellers Name (Printed): _____ Sellers Name (Printed): _____

REAL ESTATE CERTIFICATION

We, the undersigned (Seller(s), Purchaser(s), and Agent(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 the amounts due.

Purchaser: _____ Purchaser: _____

ADDENDUM #1 TO UNIFORM PURCHASE AGREEMENT

This Addendum is executed contemporaneously with the Purchase Agreement to which it is attached.

Dated _____ on _____

Property located at: _____

Purchaser: _____ Seller: _____

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money deposit or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the VA. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA.

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

FEDERAL HOUSING ADMINISTRATION (FHA) AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall NOT be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$_____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is NOT required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

Purchaser: _____ (Date) _____ Seller: _____ (Date) _____

Addendum #2
To Uniform Purchase Agreement
Disclosure of Information and Testing Contingency for
LEAD-BASED PAINT and LEAD-BASED PAINT HAZARDS

Property Address: _____

Date: _____

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

- ____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ____ Known lead-based paint and/or lead-based paint hazards are present in the housing(explain).
- ____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ____ (b) Records and reports available to the Seller (check one below):
- ____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ____ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the Housing.

Purchaser's Acknowledgment (Initial)

- ____ (c) Purchaser has received copies of all information listed above.
- ____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- ____ (e) Purchaser has (check one below):
- ____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (If this is checked see "Testing Contingency" below);
- OR
- ____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Testing Contingency:

This contract upon a risk assessment of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's sole cost until 5:00 P.M. ____ on the tenth day after acceptance OR ____ the following mutually agreed date _____. This contingency will terminate at the above predetermined deadline unless the Purchaser (or the Purchaser's agent) delivers to the Seller (or the Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller option, within 5 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Purchaser shall have 2 days to respond to the counter-offer or remove this contingency and take the property "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

Certification of Accuracy

The Following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

SELLER: _____

_____ Date

_____ Date

PURCHASER: _____

_____ Date

_____ Date



**NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
 Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? _____ year(s)
 If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at _____
 in the city of _____, County of _____, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any agent representing a principal in the transaction, and should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

<u>Section A -Appliances</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-In vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (_____ number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

<u>Section B - Electrical Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers				
2. Ceiling fan(s) (_____ number)				
3. Garage door opener(s) (_____ number)				
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (_____ number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-In speakers				
10. Smoke detectors (_____ number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? _____ YES _____ NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials _____/_____ Property Address _____ Buyer's Initials _____/_____

<u>Section C - Heating and Cooling Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				
2. Attic fan				
3. Whole house fan				
4. Central air conditioning _____ year installed (if known)				
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)				
6. Fireplace / Fireplace Insert				
7. Gas log (fireplace)				
8. Gas starter (fireplace)				
9. Heat pump _____ year installed (if known)				
10. Humidifier				
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				
12. Wood-burning stove _____ year installed (if known)				

<u>Section D - Water Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				
2. Plumbing (water supply)				
3. Swimming pool				
4. a. Underground sprinkler system				
b. Back-flow prevention system				
5. Water heater _____ year installed (if known)				
6. Water purifier _____ year installed (if known)				
7. Water softener _____ Rent _____ Own				
8. Well system				
<u>Section E - Sewer Systems</u>	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)				
2. Sump pump (discharges to _____)				
3. Septic System				

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	
2. Does the roof leak?			
3. Has the roof leaked?			
4. Is there presently damage to the roof?			
5. Has there been water intrusion in the basement or crawl space?			
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?			
7. Are there any structural problems with the structures on the real property?			
8. Is there presently damage to the chimney?			
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?			

<u>Section A - Structural Conditions</u>	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation			
- Floor			
- Wall			
- Sidewalk			
- Patio			
- Driveway			
- Retaining wall			
12. Any room additions or structural changes?			

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
6. Toxic materials			
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)			

Seller's Initials ____/____ **Property Address** _____ **Buyer's Initials** ____/____

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?			
2. Any easements, other than normal utility easements?			
3. Any encroachments?			
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?			
5. Any lot-line disputes?			
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?			
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?			
8. Any condominium, homeowners', or other type of association which has any authority over the real property?			
9. Any private transfer fee obligation upon sale?			

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?			
11. Is there a common wall or walls? b. Is there a party wall agreement?			
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?			
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?			
16. Any unsatisfied judgments against the seller?			
17. Any dispute regarding a right of access to the real property?			
18. Any other title conditions which might affect the real property?			

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?			
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?			
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?			
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?			
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?			

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?			
9. Is trash removal service provided to the real property? If so, are the trash services _____ public _____ private			
10. Have the structures been mitigated for radon? If yes, when? ____/____/____			
11. Is the property connected to a natural gas system?			
12. Has a pet lived on the property? Type(s) _____			
13. Are there any diseased or dead trees, or shrubs on the real property?			
14. Are there any flooding, drainage, or grading problems in connection to the real property?			
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					
2. Cleaning of fireplace, including chimney					
3. Servicing of furnace					
4. Professional inspection of furnace A/C (HVAC) System					
5. Servicing of septic system					

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					
7. Treatment for wood-destroying insects or rodents					
8. Tested well water					
9. Serviced / treated well water					

Seller's Initials ____/____ Property Address _____ Buyer's Initials ____/____

Payoff Statement Request and Authorization Letter

Date: _____

Property Address: _____

I authorize TitleCore National, LLC to request and receive payoff statements for any mortgage, line of credit, or other loan I may have with your institution. In addition, I authorize TitleCore National, LLC to receive and request information about any items that may create or have created a lien against the above referenced property. I agree to pay any fees charged by your institution to provide the payoff statement(s) OR zero balance letter(s).

Line of Credit Authorization: I request and authorize your institution to close my line(s) of credit at time of payoff.

Bank

Bank

Phone Number

Phone Number

Loan Number

Loan Number

Have you entered into a forbearance* agreement or loan modification with this lender?

Have you entered into a forbearance* agreement or loan modification with this lender?

Yes No

Yes No

*Forbearance: An agreement made between a mortgage lender and delinquent borrower in which the lender agrees not to foreclose on a mortgage and the borrower agrees to a mortgage re-payment plan that will bring the borrower current on their payments.

Social Security Number

Social Security Number

Borrower Signature

Borrower Signature

Please fax the statement(s) to 402.934.4240.

***** PLEASE PROVIDE THE PAYOFF GOOD THROUGH _____ *****

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: _____

For Your Protection: Get a Home Inspection

Property Address _____

What the FHA Does for Buyers... and What We Don't Do

What we do: FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for conventional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

What we don't do: FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we can not give or lend you money for repairs, and we can not buy the home back from you.

That's why it's so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- to estimate the value of a house
- to make sure that the house meets FHA minimum property standards
- to make sure that the house is marketable

Appraisals are not home inspections.

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information than an appraisal--information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

What Goes into a Home Inspection

A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

I understand the importance of getting an independent home inspection. I have thought about this before I signed a contract with the seller for a home.

X

Signature & Date

X

Signature & Date

Summary Nebraska Statute 76-604 Regarding Carbon Monoxide Alarms in Residential Property
(both Single Family and Multi-Family Dwellings) Offered For Sale on and after January 1, 2017.

Seller of single-family dwelling; duties:

The seller of a single-family dwelling that is offered for sale or transfer on or after January 1, 2017, and that has a fuel-fired heater or appliance, a fireplace, or an attached garage shall ensure that an operational carbon monoxide alarm (see definition below) is installed on each habitable floor of the dwelling or in a location specified in any building code adopted by the state or by the political subdivision in which the dwelling is located.

Source Laws 2015, LB34, § 4. 76-605. <http://nebraskalegislature.gov/laws/statutes.php?statute=76-605>

Seller of multifamily dwelling; duties:

The seller of a dwelling unit of an existing multifamily dwelling shall ensure that an operational carbon monoxide alarm is installed on each habitable floor of the dwelling unit or in a location specified in any building code adopted by the state or by the political subdivision in which the dwelling unit is located when the dwelling unit is offered for sale or transfer on or after January 1, 2017, if the dwelling unit has a fuel-fired heater or appliance, a fireplace, or an attached garage.

Source Laws 2015, LB34, § 5. <http://nebraskalegislature.gov/laws/statutes.php?statute=76-605>

76-602. Terms, defined.

For purposes of the Carbon Monoxide Safety Act:

Carbon monoxide alarm means a device that detects carbon monoxide and that (a) Produces a distinct, audible alarm; (b) Is listed by a nationally recognized, independent product-safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory as determined by the State Fire Marshal; (c) Is (i) Is battery-powered and is attached to the wall or ceiling of the dwelling unit; (ii) Plugs into a dwelling's electrical outlet without a switch (other than a circuit breaker) and has a battery backup; (iii) Is wired into a dwelling's electrical system and has a battery backup; or (iv) Is connected to an electrical system via an electrical panel; and

Source Laws 2015, LB34, § 2.

See the source laws for the full text of the statutes:

<http://nebraskalegislature.gov/FloorDocs/104/PDF/Slip/LB34.pdf>