

Pines Professional Center 13696 U.S. Hwy 441, Suite 200 The Villages, Florida 32159 Lake/Sumter County: (352) 753-4411

Fax: (352) 753-4447

REAL ESTATE FOR SALE BY OWNER CLOSINGS

Tri-County Land Title & Escrow Company, LLC can assist you in a sale where the Buyer and the Seller choose to effect a sale without the services of a real estate agent. Our title company will perform all necessary services as the closing agent but will not act as agent or represent either party in a legal capacity. We will carry out the terms of the agreement reached by both parties.

Our closing services include preparing the contract as agreed by both parties, holding the escrow monies, preparation of all closings documents, recording of the deed and mortgage (if any) and disbursing of funds per the closing statement and purchase agreement. As a title company, we firmly believe there must be an owner's title insurance policy issued to the Buyer for their protection. We cannot facilitate a closing if the parties do not wish to purchase title insurance issued by us.

The following fees are customary in this area. The closing cost are subject to the agreement of the parties and are not dictated by law but by the standards on the Far Bar contract. The amount of the costs are dependent on the sale price of the home.

Seller

Owner's Title Insurance Policy Documentary Stamps Title Search Settlement/Closing Fee

Buyer

Inspection/ Home and Termite Recording of Deed/Mortgage Settlement/Closing Fee * If financed*

There will be a \$395.00 transaction fee to Tri-County to proceed with each For-Sale-By-Owner closing. It is customary for the Seller and Buyer to Split this fee.

If the Buyer is financing the purchase through a commercial lender there will be an additional Closing Fee of \$350.00 payable to Tri-County. Buyer's lender shall provide a Good Faith Estimate of any additional or required loan closing fees.

Real Estate Taxes for the current year and homeowner's association fees or monthly assessments shall be prorated between the Buyer and Seller as of the closing date. Properties with Special Assessments (Sumter and Marion Counties) must be paid at closing or assumed by the Buyer.

For Manufactured homes there will be an additional fee of approximately \$275.00 (charged to buyer) to Express Title Professional for the transfer and retirement of the manufactured home titles. The titles are now being retired by the request of most lenders and for the convenience of owners. An additional fee to the seller may be charged if the original mobile home titles have been misplaced.

To help you prepare to initiate the closing process, we have included some forms in this packet that you, as a Seller, can complete when you have a Buyer that is ready to enter into a purchase agreement.

Once the Parties have agreed upon sales price, earnest money and closing date, please contact our office at 352-753-4411 for an appointment with one of our contract specialists to have the proper documents prepared.



13696 US Hwy 441, Ste 200 The Villages, Florida 32159 352-753-4411

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CONTRACT INFORMATION SHEET

Property Address		
		w Deposit: \$
Sellers Name(s):		
Marital Status:		
Current Address:		
Sellers SS#:	Selle	ors SS#:
		#:
		Fax #:
Forwarding Address:		
Existing Mortgage:		Loan #:
Prior Policy? Prior	Survey?Bond	Being Assumed or already Paid off?

Buyers Names:		
Marital Status:		
Current Address:		
Phone #:	Cell	#:
Email Address:		Fax #:
Cash or Finance:	Loan Amt:	Mtg Co.:
Mortgage Company Contact:		Prim/Secondary Home

Items included in sale of home);	
Items excluded in sale:		
Seller paid Closing Costs		
•		
-		pection: YesNo
		r:
ID or Title #'s:		
		Monthly Amt: \$
Buyer here for Closing?		Seller here for Closing?
· · · · · · · · · · · · · · · · · · ·		
Triumarray Trade took		
Notes or Special Terms:		
		-

INSPECTION GUIDELINES-PLEASE READ AND COM

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Seller shall pay the follo	wing amounts/per or	centages of the Purchase Price for the following costs and expenses:
limitally and		% (1.5% if left blank) for WDO treatment and repairs ("WDO Repair
Limit"); and	or	% (1.5% if left blank) for costs associated with closing out open or
was not obtained ("Perr	nit Linnit")	uired building permits for any existing improvement for which a permit
repairs, replacements, estimated costs to com and Permit Limits set	treatments or pe plete the applicab forth above, if a t or permitting exc ble General Repai	neet the Maintenance Requirement as required by Paragraph 11 or the emitting as required by Paragraph 12, then, sums equal to 125% of le item(s) (but, not in excess of applicable General Repair, WDO Repair, ny) shall be escrowed at Closing. If actual costs of required repairs, eed applicable escrowed amounts, Seller shall pay such actual costs (but, ir, WDO Repair, and Permit Limits set forth above). Any unused portion of Seller.
PROPER	TY MAINTENANC	E, CONDITION, INSPECTIONS AND EXAMINATIONS
or treatments required to	be made by this Co e condition existing	rdinary wear and tear and Casualty Loss, and those repairs, replacements ontract, Seller shall maintain the Property, including, but not limited to, lawn, g as of Effective Date ("Maintenance Requirement").
(a) INSPECTION PERIO Period"), Buyer may, Buyer fails to timely Seller's continuing Moor remedy the matter damage to Property	DD: By the earlier of at Buyer's expensional deliver to Seller a aintenance Requirers not inspected a resulting from Buy	of 15 days after Effective Date or 5 days prior to Closing Date ("Inspection se, conduct "General", "WDO", and "Permit" Inspections described below. If written notice or report required by (b), (c), or (d) below, then, except for ement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat and timely reported. If this Contract does not close, Buyer shall repair all er's inspections, return Property to its pre-inspection condition and provide the on Property upon its completion.

(b) GENERAL PROPERTY INSPECTION AND REPAIR:

(i) General Inspection: Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with

(ii) Property Condition: The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage. (iii) General Property Repairs: Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and inspection reports unter and the parties cannot reserve the direction report shall be binding on the parties, equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties. If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs

made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement.

If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:

(i) WDO Inspection: The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) WDO Repairs: If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of

any open or expired building permits or unpermitted improvements to the Property.

(ii) Close-Out of Building Permits: Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all

further obligations under this Contract.

(e) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

made repairs and replacements required by this Contract, and has met all other contractual obligations.

REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:

All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.



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Seller's Property Disclosure - Residential FLORIDA ASSOCIATION OF REALTORS®

Notice to Seller: Florida law¹ requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 10 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

	ler makes the following disclosure regarding the property described as:		(the "	Property")
The	Property is Downer occupied Dtenant occupied Dunoccupied (If unoccupied, how upied the Property?	long has	it been sir	ce Seller
		<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
	 Structures; Systems; Appliances: (a) Are the structures, including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks? (b) Is seawall, if any, and dockage, if any, structurally sound? (c) Are existing major appliances and heating, cooling, mechanical, electrical, 			
	security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate? (d) Are any of the appliances leased? If yes, which ones: (e) If any answer to questions 1(a) - 1(c) is no, please explain:		_ 	
	(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?			
	(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?(c) If any answer to questions 2(a) - 2(b) is yes, please explain:			
	 (a) Has past or present water intrusion affected the Property? (b) Have past or present drainage or flooding problems affected the Property? (c) Is any of the Property located in a special flood hazard area? (d) Is any of the Property located seaward of the coastal construction control line? (e) Does your lender require flood insurance? (f) Do you have an elevation certificate? If yes, please attach a copy. (g) If any answer to questions 3(a) - 3(d) is yes, please explain: 			

_) acknowledge receipt of a copy of this page, which is Page 1 of 4.

Buyer (_

SPDR-1

4.	Plumbing:	<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
	 (a) What is your drinking water source? □public □private □well □other (b) Have you ever had a problem with the quality, supply, or flow of potable water? (c) Do you have a water treatment system? If yes, is it □owned □leased? (d) Do you have a □sewer or □septic system? If septic system, describe the location of each system: 			
	 (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property? (f) Have there been any plumbing leaks since you have owned the Property? (g) Are any polybutylene pipes on the Property? (h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: 			
5.	 Pools; Hot Tubs; Spas: Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes. (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): □enclosure that meets the pool barrier requirements □approved safety pool cover □required door and window exit alarms □required door locks □none (b) Has an in-ground pool on the Property been demolished and/or filled? 			
	Sinkholes: Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
	 (a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties? (b) Has any insurance claim for sinkhole damage been made? (c) If any insurance claim for sinkhole damage was made, was the claim paid? (d) If any insurance claim for sinkhole damage was paid, were all the proceeds used to repair the damage? (e) If any answer to questions 6(a) - 6(c) is yes or the answer to question 6(d) is no, please explain: 			
	Deed/Homeowners' Association Restrictions; Boundaries; Access Roads: (a) Are there any deed or homeowners' restrictions? (b) Are there any proposed changes to any of the restrictions? (c) Are there any resale or leasing restrictions? (d) Is membership mandatory in a homeowners' association? (e) Are fees charged by the homeowners' association? (f) Are any driveways, walls, fences, or other features shared with adjoining landowners? (g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands? (h) Are there boundary line disputes or easements affecting the Property? (i) Are access roads			
Buyer SPDR-		lorida Asso	ciation of Re	ALTORS [®]

8. Er	nvironmental:	<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
(a)	 Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure. Does anything exist on the Property that may be considered an environmental 			
(c)	hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water? Has there been any damage, clean up, or repair to the Property due to any of the			
(d)	substances or materials listed in subsection (b) above? Are any mangroves, archeological sites, or other environmentally sensitive areas			
	located on the Property? If any answer to questions 8(b) - 8(d) is yes, please explain:			
(a) (b)	vernmental: Are there any zoning violations or nonconforming uses? Are there any zoning restrictions affecting additions, improvements, or replacement of the Property?			
	Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property?			
	Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property? Are any improvements, including additions, located below the base flood			
	elevation? Have any improvements been constructed in violation of applicable local flood			
(g)	guidelines? Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary			
	permits? Are there any active permits on the Property that have not been closed by a final			
(i)	inspection? Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety			
	codes, restrictions, or requirements? If any answer to questions 9(a) - 9(i) is yes, please explain:			
Seller re Seller's real esta	If checked) Other Matters; Additional Comments: The attached addendum contant anation, or comments. Expresents that the information provided on this form and any attachments is accurate knowledge on the date signed by Seller. Seller authorizes listing broker to provide the licensees and prospective buyers of the Property. Seller understands and agrayer in writing if any information set forth in this disclosure statement becomes inaccurate.	e and com	plete to the osure state	e best of
Seller: _	(signature) / (print)	Date:		
Seller: _	(signature) (print) (print)	Date:		
Buyer a	cknowledges that Buyer has read, understands, and has received a copy of this disc	losure state	ement.	
Buyer: _	(signature) (print)	Date:		
Buyer: _	(signature) (print) (print)			
Buyer (SPDR-1) () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 4.	Florida Assoc	ciation of Re.	ALTORS [®]

Seller's Update

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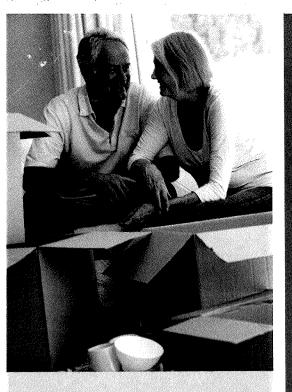
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er's knowl	ledge on the date signed b	rovided on this for by Seller .	n and any attachments is a	accurate and complete to the be
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	(signature)	/	(print)	Date:
r:	(signature)	/	(print)	Date:
	(Signature)		(print)	
r acknow	ledges that Buver has rea	ad linderstands or	ad has received a factor of the	nis revised disclosure statement.
D**	(signature)	/	(print)	Date:
1.	(0.81.0.010)		(print)	Date:
	(signature)			Dale.



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MORTGAGE PAYOFF AUTHORIZATION

Mortgage Lender:	and the second s
Lender's Address:	
· · · · · · · · · · · · · · · · · · ·	
Loan No.:	
Social Security Number(s):	No. 1. And the state of the sta
Owners Name:	
Property Address:	
I/We hereby authorize Tri-County Land Title & Escrow Company to obtain a my/our behalf. Please furnish this information to them upon their request.	a mortgage payoff on
Date:	
Date:	



ESTIMATED FEES

The following fees are customary for this area. Closing costs, which are payable to the title company for the facilitation of the closing, are an additional charge. Closing costs are based on the purchase price, but you can call our offices for an estimated closing cost.

// SELLER FEES

- Owner's Title Insurance Policy
- · Documentary Stamps on the Deed
- Archive Fee
- Title Search

// BUYER FEES

- Inspections: Home & Termite
- Recording of Deed & Mortgage
- Archive Fee

// ADDITIONAL FEES

These fees will be charged in addition to the standard closing costs typically used.

FSBO Closing Fee \$395.00 Commercial Lender Fee +\$350.00 Manufactured Home Fee +\$450.00

YOUR CLOSING DAY CHECKLIST

Closing day is a big day. It's the day when you finally get to take the keys and call your house your home or when the highly anticipated sale of your house is officially finished. Typically, the closing (or settlement) agent is responsible for preparing and ordering all documents needed for closing. Required documents for closing vary by state. Many closing agents will call beforehand to remind you of what to bring, but if you are unsure of what you'll need that day, don't hesitate to ask. Following is a list of common needs:

□ PHOTO IDENTIFICATION

Bring a valid form of identification such as a driver's license or state-issued ID.

☐ COPIES OF INSURANCE POLICIES

Bring copies of your homeowner's insurance policy as well as other required insurance policies, such as flood insurance, including proof of payment. Most lenders do review these items prior to closing.

☐ CASHIER'S CHECK & CHECKBOOK

Buyers should bring a cashier's check for closing costs, plus any remaining payment. By law, buyers are entitled to receive a copy of their HUD-1 Settlement Statement, which itemizes closing-related services and their charges.

□ KEYS, MANUALS & IMPORTANT ITEMS

Sellers should bring the keys to all the locks in the house, plus anything else the buyer may need or find useful, such as manuals for appliances left with the house, service logs for mechanical work, the garage door opener remote and a copy of the neighborhood's covenant and restrictions.

