



## BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT made this 8<sup>th</sup> day of May, 2018, by and between the undersigned, The Current Trustee(s) of the Ruth A. Kimbrough Living Trust dated December 9, 2004, of PO Box 233, Muskegon MI 49443, hereinafter called the "Seller", and \_\_\_\_\_ of \_\_\_\_\_ [please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby offers to buy the Property commonly described as 10301 N Bingham Ave, Bitely MI 49309, Parcel 62-02-34-100-025 and legally described in the attached Exhibit A, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall be paid upon execution and delivery of signed Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds. In addition to, and above the purchase price, the Buyer agrees to pay the Buyer's Premium fee of (*dollars*) \_\_\_\_\_. The Buyer's Premium shall be a minimum of one thousand dollars (\$1,000.00) or ten percent (10%) of the purchase price, whichever is greater. The Buyer's Premium shall be paid to the Auction Company by means of cash, bank or money order, cashier's check, or wire transfer of immediately available funds at the closing. Personal or company checks will not be accepted as payment at the closing.
2. The Sale of the Property shall be closed within ten (10) days after all necessary papers are ready, but not later than June 8, 2018. If the closing of the sale is delayed by reasons of delays in the title work, or by title defects which can be readily corrected, a further period of thirty (30) days shall be allowed for closing. The Buyer acknowledges receipt prior to the Auction Sale of a copy of a Commitment for Title Insurance respecting the subject real Property issued through Best Homes Title Agency, LLC, 4949 Plainfield Ave, NE, Grand Rapids, MI 49525, dated December 15, 2017, and agrees that if further Commitment for Title Insurance brought current, as provided hereinabove, contains no different or additional material requirements or exceptions, the same shall be accepted by the Buyer, without objection or exception by the Buyer, as evidencing marketable title.
3. Seller warrants that the property will be transferred free and clear of all liens of record prior to the date of closing unless otherwise excepted. Exceptions: None
4. Possession will be given to Buyer at closing. Exceptions: None
5. **Acceptance of Premises.** Buyer acknowledges that they have made their own independent investigation with respect to the Property and its condition, including, but not limited to, zoning, governmental permits/approvals, and/or any environmental concerns and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS". The Buyer acknowledges and agrees that the Seller and the Auction Company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems,

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

environmental conditions, and the Seller and the Auction Company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

6. All improvements and appurtenances now on the Property are included in the sale. Exceptions: Range/Oven is not included in the sale of the real estate.
7. All Property improvements are sold "AS IS" with no warranties of any type. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect to their satisfaction, the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing which shall be the responsibility and cost of the Buyer.
8. Buyer acknowledges that Buyer has had the opportunity to investigate to their satisfaction, the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Buyer agrees to purchase the property "AS IS", subject to current zoning restrictions, easements of record, and environmental condition. Acceptable rezoning, special use permits, specific uses, and environmental reports are not a contingency or condition of the sale of Real Estate.
9. Buyer acknowledges that the Auction Company is an agent for the seller and having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
10. Property taxes which are due on the Property on or before the date hereof, including the 2017 Winter tax bill, shall be paid by the Seller at the closing, without proration. All Property taxes which are due and payable on the Property after the date hereof, including the 2018 Summer tax bill, shall be paid by the Buyer, without proration. Any special assessment installments, water bills, or HOA/condo association fees currently due will be paid by the seller at the closing. The Buyer will assume or pay any assessment balance, water bills, or HOA/condo association fees balance, if applicable, which remains after the Seller pays their portion as stated above. Exceptions: None
11. A standard ALTA owners policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense. Any mortgage title policies or additional specific endorsements desired by the Buyer shall be their cost and obligation. The inability to obtain specific endorsements by the Buyer shall not be a contingency of the sale of Real Estate.
12. Buyer acknowledges that no new survey has been conducted. Any surveys desired or required by the Buyer shall be at their own responsibility and cost and are not a contingency of the sale of Real Estate. Exceptions: None
13. The closing will be held at Best Homes Title Agency, LLC, 4949 Plainfield Ave, NE, Grand Rapids, MI 49525. Closing fees charged by the title company of approximately Three Hundred Fifty and 00/100 Dollars (\$350.00) will be divided evenly between the Buyer and the Seller, payable at closing. At closing Seller will

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

pay the transfer tax charged by the State of Michigan and Newaygo County, and will pay for issuance of the title insurance policy referenced above.

14. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.
15. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows: All split rights available, if any. This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
16. Buyer hereby deposits (*greater of \$5,000 or 10% of the purchase price*) Dollars (\$\_\_\_\_\_) as valuable consideration evidencing Buyer's good faith to be held in escrow by the Auction Company and to be applied to the purchase price. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer. In the event of default by the Buyer, Buyer agrees to relinquish all deposits. In the event of default by the Seller or if Seller is unable to deliver free and clear, unencumbered title, unless specifically excepted in Paragraph 3, Buyer shall be entitled to return of their deposit with no further remedy. The ability to obtain financing is NOT a contingency of the sale of Real Estate. Good faith deposit is due in possession of the Auction Company within 2 business days of the conclusion of the Auction. [Method of Payment: Cashier's check/wire transfer]
17. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.
18. Time is of the essence regarding this contract; except that Seller may waive this provision for the purpose of curing title defects.
19. Seller agrees to pay the Auctioneer commission and expenses as stated in the Employment Agreement dated December 20, 2017, between the Auction Company and Seller.
20. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.
21. Buyer agrees that the Auction Company will have 10 business days from the date of the auction to secure execution of this Agreement from the Seller. EXCEPTIONS: None

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

22. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C and agrees to purchase property "AS IS".

23. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit D to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.

In witness whereof, the parties have signed this agreement as of the date and year first above written.

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S ADDRESS \_\_\_\_\_

BUYER'S DAYTIME TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SELLER'S ACCEPTANCE:**

The above offer is hereby accepted.

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_

SELLER'S TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Exhibit A

**BHT** COMMERCIAL  
TITLE & ESCROW SERVICES

**Best**HOMES  
TITLE AGENCY, LLC

**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Lilley, County of Newaygo, State of Michigan**

Part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 16 North, Range 13 West, Lilley Township, Newaygo County, Michigan, described as: Commencing at a point on the West right of way line of Bingham Avenue, said point being South 00 degrees 26' 30" East (also recorded as South 00 degrees 27' East) along the West right of way line of Bingham Avenue 412.05 feet from the intersection of the West right of way line of Bingham Avenue and the North Section line of said Section; thence continuing South 00 degrees 26' 30" East (also recorded as South 00 degrees 27' East) along the West right of way line of Bingham Avenue to a 1/2" iron 239.30 feet; thence South 73 degrees 56' 40" West to a 1/2" iron on the Northeasterly right of way line of 3 Mile Road 104.85 feet; thence South 48 degrees 58' 50" West to the centerline of 13 Mile Road 34.55 feet; thence North 58 degrees 10' 30" West (also recorded as North 58 degrees 15' 50" West a distance of 63.0 feet) a distance of 63.35 feet; thence North 21 degrees 55' 00" East (also recorded as North 21 degrees 29' 30" East a distance of 90.32 feet) a distance of 89.95 feet; thence North 01 degree 54' 30" West (also recorded as North 01 degree 55' West a distance of 127.09 feet) to the shore of Bitely Lake 127.45 feet; thence North 42 degrees 03' 50" East (also recorded as Northeasterly) along the meander traverse line of Bitely Lake to a 1/2" iron 63.00 feet; thence North 90 degrees 00' 00" East to a 1/2" iron on the West right of way line of Bingham Avenue 107.30 feet to the Point of Beginning. The side lines of the parcel shall extend to the shore of the lake and the parcel includes all property between the meander traverse line and the shore of the lake.

PRELIMINARY

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: **NW-108783**

ALTA Commitment For Title Insurance 8-1-16

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## Exhibit B



### Disclosure Regarding Real Estate Agency Relationships This Is Not a Contract

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

#### SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. Seller's agents and their subagents will disclose to a seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include: promoting the best interests of the seller, providing the seller with information that may affect or influence the seller's decision to accept an offer to purchase, keeping confidential the seller's motivations for selling, providing the seller with information, disclosing to the seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price.

#### BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include: promoting the best interests of the buyer, providing the buyer with information that may affect or influence the buyer's decision to tender an offer to purchase, keeping confidential the buyer's motivations for buying, providing the buyer with information, disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price.

#### DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer. The dual agent will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of confidential information. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

#### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duties to either party. The transaction coordinator's duties are limited to the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of confidential information to and the showing of the property, providing access to market information, providing assistance in the preparation of a buy and sell agreement which reflects the term of the parties' agreement, presenting a buy and sell agreement and any subsequent counter-offers, assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

#### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

#### REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer or seller below is **SELLER'S AGENT OR SUBAGENT** (I will not be representing the buyer unless otherwise agreed in writing.)

This form was provided to the buyer or seller before disclosure of confidential information.

S. M. M. S.  
Auctioneer/Agent

1-16-18  
Date

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

**ACKNOWLEDGMENT:** By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Melvin Kimbrough, Trustee "Ruth A. Kimbrough Living Trust" 1/16/2018  
Potential ☐ Buyer ☒ Seller (check one) Date



GRAND RAPIDS  
ASSOCIATION OF REALTORS®

# SELLER'S DISCLOSURE STATEMENT

Property Address: 10301 N. Bingham Ave, Bitely, MI 49309

Form #38  
Rev. 1/2001

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. **FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.**

**Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Dishwasher	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Refrigerator	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
TV antenna, TV rotor & controls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Hood/fan	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Disposal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Garage door opener & remote control	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Electrical system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Alarm system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Intercom	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Central vacuum	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Attic fan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Microwave	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Trash compactor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Ceiling fan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Sauna/hot tub	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Pool heater, wall liner & equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Washer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

  

	Yes	No	Unknown	Not Available
Lawn sprinkler system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Water heater	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Plumbing system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Water softener/conditioner	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Well & pump	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Sump pump	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Septic tank & drain field	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
City water system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
City sewer system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Central air conditioning	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Central heating system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Wall Furnace	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Humidifier	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Electronic air filter	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Solar heating system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Fireplace & chimney	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Wood burning system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Dryer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations (attach additional sheets, if necessary):

*Trustee of The Ruth A. Kimbrough Living Trust has never resided in this home. I have no knowledge as to the condition of the home.*

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

NOT AUTHORIZED FOR USE AFTER DECEMBER 31, 2005

01/18/2018  
INITIAL MK



Property Address: 10301 N. Bingham Ave, Bitely, MI 49309

Street

City, Village, Township

Michigan

Property conditions, improvements & additional information:

1. Basement/Crawl Space: Has there been evidence of water? Unknown yes ☐ no ☐  
If yes, please explain: \_\_\_\_\_
2. Insulation: Describe, if known: Roller  
Urea Formaldehyde foam insulation (UFFI) is installed? \_\_\_\_\_ yes ☐ no ☐
3. Roof: Leaks? unknown yes ☐ no ☐  
Approximate age, if known: \_\_\_\_\_ yes ☐ no ☐
4. Well: Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested? \_\_\_\_\_  
If yes, date of last report/results: 10-30-2017 yes ☐ no ☐
5. Septic tanks / drain fields: Condition, if known: Septic emptied on 11-15-2017
6. Heating system: Type/approximate age: High Efficient forced air furnace
7. Plumbing system: Type: Unknown copper ☐ galvanized ☐ other ☐  
Any known problems? \_\_\_\_\_
8. Electrical system: Any known problems? Unknown
9. History of Infestation: if any: (termites, carpenter ants, etc.) Unknown
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown yes ☐ no ☐  
If yes, please explain: \_\_\_\_\_
11. Flood Insurance: Do you have flood insurance on the property? unknown yes ☐ no ☐
12. Mineral Rights: Do you own the mineral rights? unknown yes ☐ no ☐

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes ☐ no ☐
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes ☐ no ☐
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown yes ☐ no ☐
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes ☐ no ☐
5. Settling, flooding, drainage, structural or grading problems? unknown yes ☐ no ☐
6. Major damage to the property from fire, wind, floods or landslides? unknown yes ☐ no ☐
7. Any underground storage tanks? unknown yes ☐ no ☐
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes ☐ no ☐
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes ☐ no ☐
10. Any outstanding municipal assessments or fees? unknown yes ☐ no ☐
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes ☐ no ☐

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

Trustee of The Ruth A. Kimbrough Living Trust has never resided in this home.

The Seller has lived in the residence on the property from N/A (date) to N/A (date).

The Seller has owned the property since \_\_\_\_\_ (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/ mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

**BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.**

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller The Ruth A. Kimbrough Living Trust dated 12/09/2004

Date 01/18/2018

Seller Melvin Kimbrough, Trustee

Date \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Disclaimer: This form is provided as a service of the Grand Rapids Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Grand Rapids Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

Rev. Date 1/2001



## LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

### 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.

I. Seller's Disclosure concerning property located at 10301 N. Bingham Ave, Bldg, MI (initial): MK

(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 paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 01-16-2018

Date: \_\_\_\_\_

Seller(s): Melvin Kimbrough, Trustee of Rath A. Kimbrough Living Trust

### II. Agent's Acknowledgment (initial):

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: \_\_\_\_\_

Agent

### III. Purchaser's Acknowledgment (initial):

(a) Purchaser has received copies of all information listed above.

(b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

(c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: \_\_\_\_\_

Date: \_\_\_\_\_