



Dear Customer(s):

Thank you for using City Title and Closing, LLC for your closing and title needs. We recommend that you always involve a professional Realtor® when buying and selling real estate; however, we understand that some customers prefer to buy or sell their homes without the assistance of a real estate agent or broker. Attached to this letter you will find several forms that you and a potential buyer will need to complete. After you have agreed to the terms of a contract for sale, please return all of the completed forms to City Title and Closing, LLC. When the forms are returned, City Title and Closing, LLC will open a file and begin the title work and preparation for closing. As the result of various Federal and State laws, we need the requested information to complete title work and to prepare for closing. The information you provide is private and confidential and will not be released to any sources other than those required by law, those required to provide the services you have requested or those required under the terms of the contract. If you have any questions concerning our privacy policy, please do not hesitate to contact one of our offices for clarification.

Once you have completed the forms, please turn them in to any City Title and Closing, LLC office by email, fax, mail or hand-delivery. Thank you for your assistance in making this a great experience with City Title and Closing, LLC.

Fayetteville Office
3790 N. Bellafont Blvd., Suite 3
Fayetteville, AR 72703
Phone: (479) 935-4177
Fax: (866) 889-7709
E-mail: orders@citytitlellc.com

Rogers Office
5451 Pinnacle Pointe Dr., Suite 105
Rogers, AR 72758
Phone: (479) 935-4177
Fax: (866) 889-7709
E-mail: orders@citytitlellc.com

These forms are provided as a tool to assist in the "For Sale By Owner" transactions. City Title and Closing, LLC does not represent the Buyer or Seller in any way and is prohibited from providing legal advice to the parties. You are encouraged to consult with the attorney of your choice.

City Title and Closing, LLC - Closing Information Needed:

Property Address: _____

SELLER INFORMATION:

Seller(1) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Seller(2) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

1st Mortgage: _____

Phone Number: _____

Loan Number: _____

2nd Mortgage: _____

Phone Number: _____

Loan Number: _____

Seller's Termite Company: _____

Seller(1)

I, _____, give City Title and Closing, LLC authorization to obtain information on my account(s). Date: _____

Seller(2)

I, _____, give City Title and Closing, LLC authorization to obtain information on my account(s). Date: _____

Name of Trust (if applicable): _____

Name of Trustee (1): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

Name of Trustee (2): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

****COPY OF THE TRUST WILL NEED TO BE PROVIDED.**

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City Title and Closing, LLC – Closing Information Needed:

Property Address: _____

BUYER INFORMATION:

Buyer(1) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Buyer(2) Legal Name: _____
First Middle Last

Social Security #: _____ Date of Birth: _____

Marital Status: _____ Married _____ Divorced _____ Single _____ Widowed

Name of Spouse: _____
First Middle Last

Contact Phone #: (H) _____ (W) _____ (M) _____

Email Address _____

Vesting of Title: _____ Joint Tenants with Right of Survivorship
_____ Tenants In
_____ Common
_____ Husband and Wife

Lender: _____

Loan Officer: _____

Phone #: _____

Homeowner's Insurance: _____

Insurance Agent: _____

Phone #: _____

Buyer(1)

I, _____, give City Title and Closing, LLC authorization to obtain information on my account(s). Date: _____

Buyer(2)

I, _____, give City Title and Closing, LLC authorization to obtain information on my account(s). Date: _____

Name of Trust (if applicable): _____

Name of Trustee (1): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

Name of Trustee (2): _____

Trustee's Phone #: (H) _____ (W) _____ (M) _____

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**For Residential Resale
Property
(Offer and Acceptance)**

REAL ESTATE CONTRACT

Date _____, 20__

1. **BUYER:** _____ offers to buy, subject to the terms set forth herein, the following property.

2 **PROPERTY DESCRIPTION AND ADDRESS:**

3. **PURCHASE PRICE:** The Buyer will pay \$_____ for the property at Buyer's closing. The down payment shall be \$_____ with the balance to be paid at closing as follows:

A. CASH AT CLOSING.

B. NEW LOAN with _____. The Buyer's ability to obtain a loan to be secured by the property in an amount not less than \$_____. Loan type to be CONV FHA VA

OWNER FINANCING ASSUMPTION

Unless otherwise specified, all loan costs and prepaid items shall be paid by Buyer. If said loan is not available or is not closed, Buyer agrees to pay for loan costs incurred, including appraisal and credit report, unless failure to close is caused by Seller.

C. OTHER:

4. **APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make application for a new loan within ____ days from date of this contract.

5. **EARNEST MONEY:** Buyer herewith tenders a check for \$_____ to be deposited with _____ upon acceptance as earnest money, which shall apply on purchase price or closing costs. If title requirements are not satisfied, the full amount of the Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill Buyer's obligations, the earnest money shall be retained by the Seller as liquidated damages; WHICH FACT SHALL NOT PRECLUDE SELLER FROM ASSERTING OTHER LEGAL OR EQUITABLE RIGHTS WHICH THEY MAY HAVE BECAUSE OF SUCH BREACH.

6. **CONVEYANCE:** Conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owner by seller.

7. **TITLE INSURANCE:** The owner(s) of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. A combo title policy is to be issued if Buyer is obtaining a new loan. Cost of title insurance to be split equally between the Buyer and Seller unless otherwise specified herein.

8. **PRORATIONS:** Seller shall pay Taxes and special assessments due on or before Buyer's closing. Taxes and special assessments shall be prorated as of Buyer's closing unless otherwise specified herein.

9. **CLOSING:** The closing date is estimated to be on or about _____. Extension of this Contract must be in writing, signed by both Buyer and Seller; except that the Contract may be extended up to ____ days without written agreement for the purpose of clearing title or for the purpose of securing financing. BUYER AND SELLER AGREE THAT TIME IS OF THE ESSENCE IN THIS CONTRACT.

10. **CLOSING COSTS:** The parties agree that all of the costs of closing, document preparation, revenue stamps and recording fees shall be split equally between the Buyer and the Seller. Each of the parties shall bear their own attorney and professional fees incurred in connection with this Contract.

11. **POSSESSION:** Possession shall be delivered to Buyer:

A. Upon Buyer's closing date.

B. After Buyer's closing date, but not later than _____ days after Buyer's closing, in this event, Seller agrees to pay at Buyer's closing \$_____ per day from Buyer's closing to date possession is delivered. Said sum to be delivered and disbursed to Buyer on the day possession takes place.

12 FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the purchase price. Such fixtures and attached equipment shall include, but not be limited to, the following: window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings, gas or electric grills, awnings, mail boxes, garage door openers and remote units, water softeners, propane and butane tanks, antennas and any other items bolted, nailed, screwed, buried or otherwise attached to the real property in a permanent manner.

13. TERMITE CONTROL REQUIREMENTS:

- A. NONE
- B. Purchase price to include termite control policy and inspection report, as required by HUD, VA, or lender.

14 INSPECTIONS AND REPAIRS: Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statement of Seller as to age or condition of improvements, other than those specified herein, 13A and 13B do not apply to new previously unoccupied dwellings.

- A. Buyer accepts the property in its present condition, subject only to the following:

- B. The following items, if any, shall be in normal working order at Buyer's closing: dishwashers, disposals, trash compactors, ranges, exhaust fans, electrical systems, heating and air conditioning systems, and _____ Buyer shall have the right, at Buyer's expense, to inspect the above items prior to Buyer's closing, if any of the above items are found not to be in normal working order, Buyer may notify Seller in Writing prior to Buyer's closing. After such notice as provided herein, Seller agrees to pay the cost of repair of such items including FHA, VA or other lender requirements, up to but not exceeding \$_____ if cost of such repairs will exceed the above amount, and Seller refuses to pay the additional cost, Buyer may accept the property in its condition at Buyer's closing with credit on the purchase price in the above amount, or Buyer may declare this contract null and void. If Buyer does not give notice of defects in writing prior to Buyer's closing, all subsequent repairs shall be at Buyer's expense.

15. RISK OF LOSS: The risk of loss or damage to the property by fire or other casualty occurring up to the time of Buyer's closing is assumed by the Seller.

16. REAL ESTATE COMMISSIONS: Both of the parties warrant and represent that neither has entered into any contract with a real estate agent or broker and neither owes real estate commissions with regard to this transaction.

17. OTHER CONDITIONS:

- A. Prior to the Closing Date, Seller agrees to prevent any material adverse change in the title or condition of the Property.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

BUYER

BUYER

The above offer is accepted this _____ day of _____ 20_____.

SELLER

SELLER

SELLER'S PROPERTY DISCLOSURE STATEMENT

This disclosure statement refers to the property located at:

ADDRESS _____

CITY _____ STATE _____ ZIP _____

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to a buyer all known materials or adverse facts relating to the physical condition of the property that are not readily observable. All questions must be answered completely. If answers are affirmative, please provide detailed explanations on the "Additional Explanations" section (page 3).

	YES	NO	DON'T KNOW
1. Does seller currently occupy property?	___	___	___
2. If not, when did seller last occupy property?	_____		
3. Is any part of the property leased?	___	___	___
4. Does anyone claim an easement on or a right to use all or some of the property?	___	___	___
5. Does property rest on a landfill?	___	___	___
6. Is the property in a designated flood plain?	___	___	___
7. Is the property in a designated fire danger zone?	___	___	___
8. Is the property in a designated earthquake danger zone?	___	___	___
9. Are you aware of any settling/earth movement?	___	___	___
10. Are you aware of any encroachments, boundary line disputes, or unrecorded easements?	___	___	___
11. How old is the structure?	_____		
12. Are you aware of any problems, past or present, with roof, gutters, or downspouts?	___	___	___
13. Are you aware of any past or present damage caused by infiltrating pests, termites, dry rot, or other wood-boring insects?	___	___	___
14. Is your property currently under warranty by a licensed pest control company?	___	___	___
15. Are you aware of any past or present movement or other structural problems with floors, walls, or foundations?	___	___	___
16. Has there been fire, wind, or flood damage that required repair?	___	___	___
17. Has there ever been water leakage or dampness within basement or crawl space?	___	___	___
18. Have there been any additions, structural changes, or alterations to the property?	___	___	___
19. Was work done with the necessary permits and approvals in compliance with building codes and zoning regulations?	___	___	___
20. Is drinking water source public or private?	_____		
21. Is sewer system public or private?	_____		
22. Are you aware of any past or present leaks, backups, etc. relating to water and/or sewer?	___	___	___
23. Is there polybutylene plumbing (other than the primary service line) on the property?	___	___	___
24. Are you aware of any toxic substances on the property?	___	___	___

25. Has the property been tested for radon?	___	___	___
26. Are there or have there ever been fuel storage tanks below ground on the property?	___	___	___
27. Is property subject to covenants and restrictions?	___	___	___
28. Is there a mandatory association fee?	___	___	___
29. If so, how much monthly/yearly?	\$ _____ / _____		
30. Is there an initiation fee?	___	___	___
31. Are special assessments approved by the association?	___	___	___
32. Has the property ever been the subject of litigation?	___	___	___
33. Do you know of any violations of local, state, or federal laws, codes, or regulations with respect to the property?	___	___	___
34. Are any equipment/appliances/systems included in sale of property in need of repair or replacement?	___	___	___
35. Does the property contain asbestos?	___	___	___
36. Does the property contain lead paint?	___	___	___

37. Additional explanations or disclosures (please attach additional sheets if necessary):

The following checked items are currently on the property and will be included in the sale:

- | | | | |
|---|---|--------------------------------------|--|
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarms | <input type="checkbox"/> Central Air |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Window A/C Unit | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave | <input type="checkbox"/> TV Antenna |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Pool | <input type="checkbox"/> Washer/Dryer |
| <input type="checkbox"/> Hot Tub/Jacuzzi | <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer | <input type="checkbox"/> Hookups |
| <input type="checkbox"/> Pool Barrier | <input type="checkbox"/> Safety Cover for Hot Tub | | <input type="checkbox"/> Refrigerator |

SELLER'S REPRESENTATION

Seller warrants that to the best of Seller's knowledge, the above information is complete and accurate as of the date signed by Seller. However, this disclosure statement is not a substitute for inspections and/or warranties.

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER'S RECEIPT AND ACKNOWLEDGEMENT

I acknowledge receipt of this Disclosure. I understand that except as stated in the Purchase and Sale Agreement with Seller, the property is being sold in its present condition only, without warranties or guarantees of any kind by Seller. No representations concerning the condition of the property are being relied upon by me except as disclosed herein or stated in the Purchase and Sale Agreement.

BUYER _____ DATE _____

BUYER _____ DATE _____

NOTICE: Many local law enforcement agencies maintain the locations of persons such as sex offenders who might be required to register their addresses. You may retain the right to contact local law enforcement authorities for information about the presence of these individuals in any neighborhood.

ESCROW AGREEMENT

Agreement between:

_____, (Seller),
_____, (Buyer), and
_____, (Escrow Agent)

Simultaneously with the making of this agreement, Buyer and Seller have entered into a Contract by which Seller will sell to Buyer the following property:

ADDRESS _____

CITY _____ STATE _____ ZIP _____

The closing will take place at such time and place as Buyer and Seller may jointly designate in writing. Pursuant to the Contract, Buyer must deposit:

\$ _____ as down payment to be held in escrow by Escrow Agent, OR

\$ _____ as earnest money deposit to be held in escrow by Escrow Agent.

The \$ _____ down payment or earnest money referred to above has been paid by Buyer to Escrow Agent. Escrow Agent acknowledges receipt of \$ _____ from Buyer by check, subject to collection.

If the closing takes place under the Contract, Escrow Agent at the time of closing will pay the amount deposited with Escrow Agent to Seller in accordance with Seller’s written instructions.

If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller or Escrow Agent may, on notice to the parties, deposit the Escrow Fund with a court of competent jurisdiction in an action for interpleader, the costs of which action shall be borne by the party ultimately determined by a court of competent jurisdiction not to have prevailed in such interpleader action, and upon such deposit having been made, all liability and responsibility of Escrow Agent shall terminate. Otherwise, if there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent may retain the sum until all the parties’ rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the down payment or earnest money.

Escrow Agent assumes no liability except that of stakeholder. Escrow Agent’s duties are limited to those specifically set out in this agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act committed or omitted in good faith in the performance of Escrow Agent’s duties.

Special Provisions: _____

SIGNATURES

SELLER _____ DATE ____/____/____

WITNESS _____ DATE ____/____/____

BUYER _____ DATE ____/____/____

WITNESS _____ DATE ____/____/____

ESCROW AGENT _____ DATE ____/____/____

RETURN REQUEST OF EARNEST MONEY DEPOSIT

Date: _____

Offer to Purchase and Contract dated _____ at
_____ (address) between
_____ and _____ (Sellers)
and _____ and _____ (Buyers).

We hereby request the return of our earnest money in the amount of

(\$_____) and declare the above contract to be null and void.

Earnest Money is to be returned to (circle one): BUYER(S) / SELLER(S)

By signing this request, the Sellers and the Buyers shall release each other from any and all claims or liabilities and all parties agree to consider the Contract null and void.

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

TERMINATION OF CONTRACT

For valuable consideration the parties known as:

and _____

do hereby release each other, now and forever, from any and all further liabilities, requirements, payments, and performance of the contract made on _____, known to both parties as (describe the contract)

and made for the purpose of the parties recognizing that all matters regarding (the attached Contract) are terminated prior to its fulfillment and that the parties have agreed and find it mutually desirable to enact this Termination of Contract.

This Termination of the said contract will become effective upon the signature of both parties.

Signature

DATE

Print

Signature

DATE

Print

HOMEOWNER'S ASSOCIATION DISCLOSURE STATEMENT

1. This is a disclosure summary for _____ (name of community).

2. As Purchaser of a property in this community, you will be obligated to be a member of a homeowner's association, pay the appropriate dues and/or assessments and subject to restrictive covenants governing the use and occupancy of properties in this community.

3. Failure to pay applicable dues/assessments could result in a lien on your property.

4. Check either (a) or (b) below:
 - a. _____ As an obligation of membership in the homeowner's association, you are obligated to pay rent or land use fees for recreational or other commonly used facilities. The current obligation is \$_____ per _____.

 - b. _____ This community has NO requirement to pay rent or land use fees for recreational or other commonly used facilities.

5. The restrictive covenants (check only one) _____ can, _____ cannot, be amended without the approval of the association membership.

6. As a prospective Purchaser, you should refer to the covenants and association governing documents for a detailed description of the rules summarized here.

Contact for Homeowner's Association: _____

Phone #: _____

Fax #: _____

Email: _____

Address for payment of dues: _____

BUYER _____ DATE _____

BUYER _____ DATE _____

This disclosure must be furnished by the Seller.