



For Sale by Owner Professional Services Provided

Once a fully executed purchase agreement (signed by both buyer and seller) has been submitted to DRI, we are here to guide you through every step of your transaction by:

- ✧ Preparing all required closing documents for the buyer and seller. (Deed, Settlement Statements, Tax Documents etc...)
- ✧ Convey clear title to the buyer by obtaining a release for any liens, judgements, or open mortgages that may be on the property.
- ✧ Prorate any unpaid property taxes or homeowner's association dues.
- ✧ Record all required documents with the county at closing.
- ✧ Complete the closing by disbursing funds quickly and efficiently.
- ✧ Provide proper title insurance to the buyer at closing, eliminating any seller liability.
- ✧ All parties in the transaction are granted access to our online order tracking system. This allows everyone to stay up to speed on the status of the order as milestones are met, and requirements are being completed through the closing process.

Meet Our Closers:



Andrea Remar



Debbie Brink



Erin Sellers

Let us handle your
for sale by owner
transaction today.
Call 402-932-4670.

www.drititle.com

We are the...

INVESTIGATORS, ANALYSTS AND COUNSELORS,
THE PROTECTORS OF PROPERTY RIGHTS.

WE INSPECT TITLES AND
ADVOCATE FOR HOMEBUYERS.

WE SEEK A **HIGH STANDARD OF ACCURACY.**

**WE PROVIDE
PEACE OF MIND.**

WE ARE **THE AUTHORITY** IN REAL ESTATE TRANSACTIONS.

WE ASSURE THAT LAND TRANSFER IS
EXPEDITIOUS AND SECURE.

OUR COMMITMENT TO EXCEPTIONAL SERVICE
STRENGTHENS OUR MISSION.

WE REDUCE RISK SO THAT
HOMEBUYERS CAN REST ASSURED.

We are ALTA Members.



**Title &
Escrow**

13057 West Center Rd, Suite 1
Omaha, NE 68144
(866) 932-4670 · FAX (866) 750-7285
www.drititle.com

DRI Title & Escrow
For Sale by Owner Program

Escrow Fee: \$600.00

(split between buyer/seller)

Title Insurance: \$500-\$1000

(based on the purchase price of the home. split between buyer/seller. Title insurance cost is a filed rate at the State of Nebraska and doesn't vary between title companies).

Recording Fees: \$10-\$75

(shared between buyer/seller based on document)



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Uniform Purchase Agreement	Formal Contract outlining the terms of the sale of the home.
Seller Disclosure Statement	Seller required by state law to fill out and provide to the buyer.
Lead-Based Paint Addendum	Must be filled out only for homes built in or before 1978.
Customer Authorization Form	Must be filled out by the seller documenting existing loans or liens on the house.
Optional Forms	
Inspection Addendum	An addendum to the Purchase Agreement to make the Purchase Agreement contingent on a home inspection.
VA and FHA Addendum to Purchase Agreement	Required addendum to Purchase Agreement if buyer is using VA or FHA financing.



Title & Escrow

13057 West Center Road, Suite 1
Omaha, NE 68144
(866) 932-4670 · FAX (866) 802-8860
www.drititle.com

FSBO Purchase Detail Sheet

Property Address: _____	
Sale Price: _____	Loan Amount: _____
Closing Date: _____	Earnest Deposit: _____

SELLER INFORMATION	BUYER INFORMATION
Seller 1: _____	Buyer 1: _____
SSN: _____	SSN: _____
Seller 2: _____	Buyer 2: _____
SSN: _____	SSN: _____
Address: (If Different from Property Address above) _____ _____	Current Address: _____ _____ _____
Contact Phone: _____	Contact Phone: _____
E-mail: _____	E-mail: _____
Sellers New Address: _____	

Lender: _____	Contact: _____
Address: _____	
Phone: _____	Fax: _____
Cell Phone: _____	E-mail: _____

Seller(s) Open Mortgage Info		
Lender 1: _____	Loan #: _____	Ph: _____
Lender 2: _____	Loan #: _____	Ph: _____

Home Warranty:	YES	NO	Company: _____
			Paid by: _____
Home Inspection:	YES	NO	Company: _____
			Paid by: _____

CONTACTS			
Andrea Remar	PH: 402-884-4812 aremar@drititle.com	Debbie Brink	PH: 402-884-4814 dbrink@drititle.com
Erin Sellers	PH: 402-884-4550 esellers@drititle.com	Chloe Linstroth	PH: 402-884-4586 clinstroth@drititle.com

PLEASE ATTACH THIS FORM WITH THE PURCHASE AGREEMENT
FAX TO: 866-802-8860 E-MAIL TO: title@drititle.com

Uniform Purchase Agreement

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

Date: _____

This for sale by owner real estate purchase agreement is entered into by and between _____ (Seller) and _____ (Purchaser).

1. 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: All existing _____

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 **warranty deed** free and clear of all liens, encumbrances or special taxes levied or assessed, **no exceptions**, subject to all building and use restrictions, utility easements abutting the boundary of the Property, and covenants now of record.

5. Assessments: Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

6. Consideration: Purchaser agrees to pay _____ DOLLARS (\$ _____) on the following terms: \$ _____ (Deposit) deposited herewith as evidenced by the receipt attached below. The Deposit shall be made payable to the Escrow Holder DRI Title & Escrow (see paragraph 15). If the Deposit is paid by check, it will be cashed. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified below, the Deposit shall be refunded. In the event of 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.

7. Financing (Check one):

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

B. Conditional Upon Financing: Balance of \$ _____ shall be paid in cash, 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 a first mortgage or deed of trust, on above described property in the amount of \$ _____. The financing will be _ VA, _ FHA, _ Conventional, _ or _____, with terms providing for initial interest not exceeding _____ % per annum, plus mortgage insurance if required, amortized over not less than _____ years, with initial monthly principal and interest payment of not more than \$ _____ plus taxes and insurance. The note will be for a period of not less than _____ years. Loan origination / service fee to be paid by Purchaser. Purchaser agrees to make application for financing within five (5) business days of acceptance of this offer, 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 the date of acceptance, this offer shall be null and void, and the deposit will be returned to Purchaser. However, if the 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 refunded to Purchaser 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 additional loan information will be submitted to the original Lender. Discount points not to exceed _____ will be paid by Purchaser or Seller (check one).

C. ASSUMING EXISTING NOTE, MORTGAGE OR DEED OF TRUST: Purchaser agrees to assume and pay existing note balance in favor of _____ in the approximate amount of _____ and pay the balance in cash, or by certificate or cashier's check at the time of delivery of the deed. It is understood that the note terms provide a current interest rate of _____ % per annum and payments of \$ _____ per _____. Said payments include _____ Interest on the existing note balance and any mortgage insurance premium shall be prorated to _____. Purchaser agrees to reimburse the Seller for the amount in the escrow reserve account, which is to be assigned to the Purchaser. Seller agrees the existing note, mortgage or Deed of Trust, and escrows will be current and in good standing at the time of closing.

D. SELLER FINANCING: Balance to be evidenced by _____ with Seller providing for additional cash payment, certified or cashier's check of \$ _____ at time of execution of all instruments, and the remainder of \$ _____ shall be paid in monthly payments of \$ _____ or more, which monthly payments shall include interest at the rate of _____ % per annum computed monthly on the unpaid portion of the principal, amortized over not less than _____ years.

8. Additional Provisions: _____

9. Taxes: **Douglas/Sarpy County Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of **closing**.
 Other Counties Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of **closing**.

10. Rents, Deposits and Leases, if rented: All leases and rent shall be current 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 at the time of closing.

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

12. 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. If title defects are not cured within a reasonable time period, the Purchaser may rescind this agreement and the Deposit shall be refunded. Approximate closing date to be _____, and possession date shall be _____, at ____m. The Real Estate Settlement Procedures Act (“RESPA”) 14 U.S.C. 2681 et. seq. and its accompanying regulations make clear that if the Purchaser(s) pay any part of the title insurance policy, the Seller(s) cannot make the sale conditioned on the use of a particular title insurance company. A real estate agent or lender cannot require the use of an affiliated title company nor can their fees be based on such a choice. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller. The type of title insurance required is (select one): standard title insurance coverage, or extended title insurance coverage.

13. Escrow Closing: Purchaser and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent. The parties designate DRI Title & Escrow to be their escrow holder and settlement agent (the “Escrow holder” or “Settlement Agent” or “Escrow / Settlement Agent”) for the purpose of acting as a fiduciary for both Seller and Purchaser for those actions instructed to be completed by the Escrow/Settlement Agent in this Agreement receiving as a depository the funds paid in the sale contemplated by this Agreement. Escrow Agent’s charge for the escrow closing shall be equally divided between Purchaser and Seller unless Purchaser is obtaining a V.A. or F.H.A loan, then such costs of the closing shall be paid by Seller. It is understood the Purchaser will designate DRI Title & Escrow as the escrow agent. At closing Purchaser is required to have cash or certified or cashier’s check for the balance of amounts due.

14. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the seller.

15. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this Purchase Agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide their own hazard insurance at closing.

16. Wood Infestation: Purchaser (Seller, in the case of a new V.A. loan) agrees to pay the cost of a wood destroying insect inspection of the building and attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Purchaser agrees to accept the treated Property upon completion of repairs provided, however, that if treatment and repairs exceed 2% of the purchase price or _____, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within 5 days of receipt of wood destroying insect inspection report, which inspection report must be delivered to Seller and Purchaser within 10 Days after acceptance of this Uniform Purchase Agreement.

17. Smoke Detector: Seller agrees to install, at Seller’s expense, smoke detectors as required by law.

18. Condition of the property: Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery possession. Seller will allow Purchaser to walk through property ____ hours before closing to confirm compliance with this Uniform Purchase Agreement.

19. Survey: Purchaser agrees to pay for a Plot Plan Survey, but will waive if not required by lender.

20. Seller Property Condition Disclosure Statement: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement as required by Nebraska State Law.



21. 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 are important to Purchaser's decision to purchase, Purchaser is advised to make independent Investigations.

22. Property Inspection: Purchaser has been advised of the availability of property inspections, and: (Initial One)
___ See attached Inspection Addendum ___ Purchaser does not choose to have a property inspection performed.

23. Home Warranty: (Initial One)
___ Home warranty accepted and paid by ___; Plan Selected is ___; Cost is \$ ___
___ Home warranty coverage rejected by Purchaser.

24. Lead-Based Paint Addendum: If the residential dwelling/improvements on the Property were constructed prior to 1978, Sellers agrees to execute a Lead-Based Paint Addendum (Addendum #2), to be attached to this Uniform Purchase Agreement:

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

26. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before ____, at ____ o'clock __.m., Omaha, NE time. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

PURCHASER: _____ SSN#/FEI# (last 4 digits only) XXX-XX-

PURCHASER: _____ SSN#/FEI# (last 4 digits only) XXX-XX-

PURCHASER(S) ADDRESS: _____ PURCHASER(S) PHONE: _____

NAMES FOR DEED: Please print below the exact names of the Purchasers and how title is to be held:

SELLER ACCEPTANCE

DATE: _____

The Seller accepts the foregoing offer to purchase on the terms stated, and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth. Except: _____

Seller acknowledges receipt of Deposit in the amount of \$ _____, by _____ (check, certified funds, etc.), to apply to the purchase price of the Property on terms and conditions stated.

SELLER: _____ SSN# (last 4 digits only) XXX-XX- WITNESS: _____

SELLER: _____ SSN# (last 4 digits only) XXX-XX- WITNESS: _____

SELLER(S) ADDRESS: _____ SELLER(S) PHONE: _____

REAL ESTATE CERTIFICATION

We the undersigned Seller(s) Purchaser(s) and Agents, involved in this transaction, each certify that the terms of this Uniform 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 Uniform Purchase Agreement.

Purchaser _____
date

Seller _____
date

Purchaser _____
date

Seller _____
date

Agent _____
date

Agent _____
date

PURCHASER RECEIPT

Purchaser acknowledges a fully executed copy of this agreement on the _____ day of _____, 20 ____.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____



**NEBRASKA REAL ESTATE COMMISSION
SELLER'S 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 number 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.

Section A - Appliances	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				

Section B - Electrical Systems	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. Room ventilation/exhaust fan (_____number)				
13. 220 volt service				
14. Security System _____ Owned _____ Leased _____ Central station monitoring				
15. 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 ____/____

Section C - Heating and Cooling Systems	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)				

Section D - Water Systems	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				
Section E - Sewer Systems	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.

Section A - Structural Conditions	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?			

Section A - Structural Conditions	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.

Section B - Environmental Conditions	YES	NO	Do not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			

Section B - Environmental Conditions	YES	NO	Do not Know
5. Radon gas			
6. Toxic materials			
7. Underground fuel, chemical or other type of storage tank?			
8. 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 ____/____

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.

Note: Use additional pages if necessary.

If checked here PART III is continued on a separate page(s)

SELLER’S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of ____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller’s belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller’s Signature _____ Date _____

Seller’s Signature _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure 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; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser’s Signature _____ Date _____

Purchaser’s Signature _____ Date _____

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



Omaha Lead Site Focus Area

_____Initial here if the housing is located in an area of Omaha Nebraska (generally east of 56th Street, south of Read, and north of Harrison Street) which EPA tests have shown may contain concentrations of lead in the soil that may pose an unacceptable risk to human health and the environment (the "Omaha Nebraska Lead Site"). The EPA Omaha Lead Site Focus Area has been included on EPA's Superfund National Priorities List. However, the housing will only become part of the Omaha Lead Site if soils in its yard are tested and contain lead concentrations in excess of applicable EPA action levels. Lead in soil may not be limited to the EPA Omaha Lead Site Focus Area.



For information updated by the City of Omaha please visit <http://www.omahalead.org>

_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	

LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS ADDENDUM TO PURCHASE AGREEMENT

ON PROPERTY LOCATED AT _____
Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD)
**LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS
TARGET HOUSING AND EXEMPTIONS**

Target Housing is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling in which the living area is not separated from the sleeping area, including efficiencies, studio apartments, dormitory housing, military barracks, and rentals of individual rooms in residential dwellings.

The Regulations regarding lead-based paint in residential structures apply to all transactions to sell or lease target housing, including subleases, with the exception of the following:

- (a) Sales of target housing at foreclosure.
- (b) Leases of target housing that have been found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program. Until a Federal certification program or federally accredited State certification program is in place within the State, inspectors shall be considered qualified to conduct an inspection for this purpose if they have received certification under any existing State or tribal inspector certification program. The lessor has the option of using the results of additional test(s) by a certified inspector to confirm or refute a prior finding.
- (c) Short-term leases of 100 days or less, where no lease renewal or extension can occur.
- (d) Renewals of existing leases in target housing in which the lessor has previously disclosed all information required and where no new information has come into the possession of the lessor. For the purposes of this paragraph, renewal shall include both renegotiation of existing lease terms and/or ratification of a new lease. Disclosure is required when the lease is originally signed. Disclosure MUST, therefore, be made when renewing leases which were in place prior to December 6, 1996, for owners of one to four residential dwellings and September 6, 1996, for owners of more than four residential dwellings.

Lead-Based Paint Testing Contingency: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after acceptance or the following mutually agreed upon 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's option, within 10 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, 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 the settlement. If the seller does not elect to make the repairs or if the Seller makes a counter-offer, the Purchaser shall have 10 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

TARGET HOUSING SALES DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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 assessment 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 paint hazards in the housing.
- _____ (c) The housing is located in an area of Omaha Nebraska (generally east of 45th Street, south of Ames Avenue, and north of L Street) which EPA tests have shown may contain concentrations of lead in the soil that may pose an unacceptable risk to human health and the environment (the "Omaha Nebraska Lead Site"). The Omaha Nebraska Lead Site may or may not be included on EPA's Superfund National Priorities List.

Purchaser's Acknowledgment (initial)

- _____ (d) Purchaser has received copies of all information listed above.
- _____ (e) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (f) 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; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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.

Certification of Accuracy

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

Seller _____ Date _____
Seller _____ Date _____

Purchaser _____ Date _____
Purchaser _____ Date _____



**Title &
Escrow**

13057 West Center Road, Suite 1
Omaha, NE 68144
(866) 932-4670 · FAX (866) 802-8860
www.drititle.com

Customer Authorization Form

I/We authorize DRI Title & Escrow to request & receive on my/our behalf, the payoff(s) of my/our loan at:

Name of Financial Institution

Name of Financial Institution

Loan Number

Loan Number

Phone Number of Lender

Phone Number of Lender

Name(s) on Account: _____

Property Address is: _____

Borrower

Borrower

Social Security Number

Social Security Number

Date

Date

Acknowledged by me this _____ day of _____, 20____

Notary

***A Deed of Reconveyance is required within 30 days of loan being paid off**

INSPECTION ADDENDUM TO PURCHASE AGREEMENT

This Addendum shall be an integral part of the Purchase Agreement dated _____ to purchase

Address _____

Purchaser (whether one or more) and Seller (whether one or more) agree that the Purchase Agreement described above is expressly conditioned upon the terms of this addendum, and this addendum is attached to the Purchase Agreement referenced above. Delivery to the Agent constitutes delivery to that Agent's principal (Seller or Purchaser).

Purchaser agrees to arrange for an inspection of the above referenced property on any or all of the following items that are checked;

- | | |
|---|--|
| <input type="checkbox"/> Heating and Air Conditioning | <input type="checkbox"/> Whole House (excluding Radon) |
| <input type="checkbox"/> Electrical Systems | <input type="checkbox"/> Radon |
| <input type="checkbox"/> Built-in Appliances | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Water Heater, Sewer and Plumbing | |

The inspection is to be completed within five (5) business days after acceptance of the above referenced Purchase Agreement.

Notification to Seller: Within seven (7) business days after acceptance of the Purchase Agreement, the Purchaser may deliver notification in writing to the Seller of matters disclosed by the foregoing inspections that pertain to material defects for which the Purchaser is requesting repair. If the Purchaser does not make such a written notification to the Seller within seven (7) business days of final acceptance of the Purchase Agreement, the property shall be deemed to be acceptable to the Purchaser, and this inspection contingency deemed released.

If Defects are Found: If timely notification of defects is delivered to the Seller, the Seller shall deliver a response to the Purchaser within five (5) business days thereafter stating what steps the Seller will take before closing to correct any defects described in Purchaser's notification. The Purchaser shall within two (2) business days following delivery of the Sellers' proposed remedies deliver notification in writing to the Seller that such steps are acceptable, in which case the notifications outlined in this Inspection Addendum to the Purchase Agreement shall be binding upon all parties. If the Seller fails to propose remedies for the defects, or if the Purchaser reasonably determines that such remedies are not acceptable, at the option of the Purchaser, the Purchaser may provide written notice to the Seller that the Purchase Agreement is terminated, and the same shall thereafter be deemed null and void.

Each inspector must be licensed, if applicable, in the jurisdiction in which the subject property is located. The cost of inspections shall be the sole responsibility of the Purchaser.

Date: _____ Purchaser: _____

Purchaser: _____

Phone #: _____

Date: _____ Seller: _____

Seller: _____

Phone #: _____

VA AND FHA ADDENDUM TO PURCHASE AGREEMENT

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

Dated _____

Property located at: _____

Purchaser: _____ Seller: _____

VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE

It is expressly agreed that, notwithstanding any other provision 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

[4155.1 REV-4 (6/92)]

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall NOT be obligated to compete 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 _____

See HUD form 92564-CN for your protection: Get a Home Inspection – which must be executed on or before the Purchase Agreement is executed.