

My Accounts (6)

Last login: Jul 22, 2022



 Value Checking
...5499 


\$ 923.81
AVAILABLE BALANCE 



 

Date	Description	Amount	Balance
Jul 28	PAIDCHECK : 1747	-\$1.10	\$923.81
Jul 22	ONLN BKG TRFN DEBIT: REF 2032103L FUNDS TRANSFER TO DEP 23326952 FROM FRANCES M WALLING 300000000001666943	-\$586,041.77	\$924.91
Jul 14	PAIDCHECK : 1743	-\$105.00	\$586,966.68
Jul 14	SERVICE CHARGE: WIRE TRANS-IN	-\$10.00	\$587,071.68

- [View Activity](#)
- [Statements](#)
- [Transfers](#)
- [Pay Bills](#)
- [Manage Card](#)

 Premier Maximizer Money Ma
rket
...6952 

\$ 588,827.23
AVAILABLE BALANCE 





Vacant Land Addendum

This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties

dated 08/08/2022 covering property commonly known as 19600 FOREST Drive, Lathrup Village, MI 48076

ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT

All following conditions on this Addendum shall not commence until the Purchaser is furnished with a copy of a commitment of title insurance. (See paragraph 12 on the offer to purchase)

Purchasers Sellers

Initials

Initials

1. **SURVEY**- This offer is contingent upon the Purchaser's review and approval of a ☒ **New** ☐ **Existing** staked

boundary survey by a a registered land surveyor at the ☒ **Purchasers** ☐ **Sellers** expense within _____ days from final acceptance of this offer. If the Seller or Seller's Broker does not receive written notice from the Purchaser of their dissatisfaction regarding such survey within 44 days from the Purchasers receipt of the survey, this contingency will be considered satisfied and this purchase agreement shall be binding without regard to said survey. If the Seller or Seller's Broker does receive a written notice of objection within the time period provided, this sale shall be null and void and all earnest monies shall be refunded to Purchaser.

Initials

Initials

2. **LAND SPLITS** - If the land is being split from A LARGER PARCEL, Seller agrees to immediately obtain approval, at Sellers expense, from all the proper governmental agencies, and provide proof that the property meets all governmental requirements to split, and is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. (Refer to "Unplatted Land Addendum") If Seller cannot obtain split approval within 60 days from acceptance, at the Purchasers option, can declare this offer null and void and deposit returned.

Initials

Initials

3. **Existing Well and/or Septic** – Purchaser and Seller understand that the property has an existing well and/or septic, Reference Paragraph 25 and recognize the Well and Septic Addendum as part of this agreement.

Initials

Initials

4. **WATER WELL** – This offer is contingent upon the Purchaser obtaining a satisfactory water well. Well drilling shall be ordered at Purchasers expense within five (5) days of the removal of paragraph/condition _____ on this Addendum. Purchaser agrees to escrow with _____ in a non-interest bearing account, prior to drilling an amount equal to the highest estimate given by the well driller. If actual cost exceeds the escrowed amount, Purchaser agrees to bear any additional costs. If a satisfactory well is not obtained within 60 days of drilling, this offer may be declared null and void and the deposit returned. In any event if all conditions to this Addendum have not been met within 75 days of the acceptance of this offer, then this offer can be declared null and void by either party and the deposit returned. However, if water well drilling has begun but not finalized, Seller shall grant an extension of fifteen (15) days from completion of the well, if necessary. Purchaser shall have a period of four days from receipt of report to reject or waive the result of any such inspection in writing and deliver to Selling Broker. Any such written rejection shall terminate this agreement of sale and entitle Purchaser to the return of their earnest money deposit. If a written rejection is not received by the Broker with in such time period, the Purchaser will proceed to closing. These conditions will be followed based on the Well and Septic Addendum attached to this offer.

Initials

Initials

5. **PERK TEST** – This offer to purchase is contingent upon a Perk Test being conducted by the County Health Department within n/a days after acceptance of this offer to purchase. Said inspection to be made at ☐ **Purchasers expense** ☐ **Sellers expense**.

The results of the Perk Test shall be to the Purchasers satisfaction with the proposed septic field otherwise Purchaser has the option to declare sale null and void, and their deposit to be returned forthwith. Any cost below this figure is being deemed acceptable. A copy of the Perk Test results is to be given to the Seller/Agent. (Refer to paragraph 38 [NOTIFICATION] in the Purchase Agreement)

Initials

Initials

6. **SOIL TESTING & ENVIRONMENTAL DISCLOSURE** – Seller states to the best of his/her knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, nor have any underground storage tanks on the property. Concerned Purchaser should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser is aware that he/she may have an environmental evaluation made at their expense within thirty (30) days of final acceptance of this Agreement of Sale. If Selling Broker does not receive written notification within thirty (30) days of dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.

7. **UNDERGROUND STORAGE TANKS** - Seller states there is an underground/above-ground storage tank, and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within _____ days of final acceptance of Agreement. If it is determined that soil contaminated and cost for cleanup exceed \$_____ Seller may declare this offer null and void and earnest money deposit returned to Purchaser.

Initials

Initials

8. Broker makes no warranties nor assumes any responsibility regarding environmental conditions affecting this property. Purchaser and Seller agree to hold Broker harmless from any problems that may arise at any future date and free of any claims, litigation costs or expenses.

9. **LIABILITY OF PURCHASER FOR DAMAGE** – Purchaser agrees, at Purchasers own expense to restore the property to substantially the same condition as existing before such testing by Purchaser.

10. **PUBLIC UTILITY CONNECTIONS** – Purchaser shall have 44 days to confirm where the public utility connections are available and satisfactory to the Purchaser.

Witness

Date

Witness

Date

dotloop verified
08/08/22 1:22 PM PDT
HBCX-JQ09-Q4SQ-0UHC

Purchaser

Purchaser

Seller

Seller

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to it's members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

DOBI

LISTING AGENT: Jon Ruud
 LISTING BROKER: Keller Williams Home
 AGENT ID#: 125639 OFFICE ID#: 312114
 AGENT PHONE: (248) 229-3203

SELLING AGENT: Ryan French
 SELLING BROKER: Dobi Real Estate
 AGENT ID#: 387571 OFFICE ID#: 403268
 AGENT PHONE: (248) 506-0155

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☒ **Village** ☐ **Township**
☐ **City of Lathrup Village**, County of Oakland, Michigan, Zip code 48076

legally described as follows: T1N, R10E, SEC 14 PART OF SW 1/4 BEG AT PT DIST N 34-58-05 E 1769.61 FT & S 49-45-43 W 138.75 FT FROM SW SEC COR, TH S 69-28-15 W 165.71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429.74 FT, TH N 25-44-41 W 141.21 FT, TH ALG CURVE TO LEFT, RAD 113 FT, CHORD BEARS N 68-06-13 W 166.91 FT, DIST OF 522.21 FT TO BEG 1.94 A 9-2-94 FR 001

and being commonly known as 19600 FOREST Drive together with all improvements and appurtenances including lighting fixtures and fans, attached mirrors, fireplace screens and enclosures, gas logs and attachments, central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached television wall mounts, attached carpeting, built-in cabinetry, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, satellite dish and accessories (if owned), garage door opener(s) and transmitter(s), fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded) if any, now in or on the premises and: ☐ Washer/Dryer#: ☐ Microwave#: ☐ Refrigerator/ Freezer#: ☐ Dishwasher#: ☐ Stove/ Range#: ☐ Other: ☐

Seller shall provide bill of sale for all personal property included at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale: _____.

PRICE: Purchaser agrees to pay the sum of One Hundred Twenty Thousand Dollars (\$120000), upon the following terms of sale. **Property must appraise at sales price or higher or Purchaser may declare this Agreement null and void and all earnest money shall be returned to Purchaser.**

THE SALE TO BE CONSUMMATED BY: (Use paragraph(s) ☒ A, ☐ B, ☐ C, ☐ D)


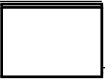
- A. CASH SALE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's designated closing agent.
- B. CASH SALE WITH NEW MORTGAGE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's closing agent. This Agreement is contingent upon Purchaser being able to secure a _____ mortgage in an amount not to exceed _____ of the purchase price, with Purchaser paying all mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser. Purchaser agrees that in connection with said application to Purchaser's lender, Purchaser will promptly comply with such lender's request for all information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within _____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser, at Seller's or Purchaser's written option, this offer can be declared null and void and Purchaser's deposit returned forthwith.
- C. APPLICABLE TO FHA OR VA SALES ONLY:** See attached FHA/VA Addendum.
- D. SALE ON LAND CONTRACT:** See attached Land Contract Sale Addendum.

2. **CLOSING** to take place on or before 09/22/2022, at a mutually-agreed office designated by Listing Broker, the title company or Purchaser's lender.

3. **OCCUPANCY:** Seller shall deliver occupancy and possession of the property as follows:

- ☒ **A. IMMEDIATELY AFTER CLOSING.**
- ☐ **B. WITHIN _____ DAYS AFTER CLOSING BY 5 PM. Commencing the day after closing to and including the date of vacating,** Seller shall pay Purchaser \$_____ per day as occupancy charge. **At closing, Seller shall deposit with an escrow agent 1 1/2 times daily fee, times total days for said occupancy charge equaling \$_____ to hold as security.** The escrow agent shall pay to Purchaser the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than 30 days, the escrow agent shall release to Purchaser each 30 days, an amount equal to the said thirty-day occupancy charge. Seller is legally obligated to deliver possession as specified herein. If Seller **FAILS** to deliver possession as specified herein, Seller

shall pay **TWICE** the daily occupancy fee per day and may be liable for cost of eviction, actual attorneys' fees, housing expenses, damages and other costs incurred by Purchaser in obtaining possession and collecting any amount due. The

Purchaser's Initials:  / 
08/17/22 3:24 PM PDT dotloop verified

Seller's Initials:  / 

escrow agent shall have no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the property, etc., but is only acting as an escrow agent for holding occupancy funds.

AS ADDITIONAL SECURITY, Seller will deposit with the escrow agent the sum of \$n/a to be held in escrow to insure that the property is vacated and left in the same condition as of the date of closing. Purchaser agrees to walk through the property on the day occupancy is being turned over to Purchaser to determine damages, if any. If Purchaser does not respond in writing within 5 days from Sellers vacating with the estimated cost of repairs, the security deposit will be returned to Seller. Should there be repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit the amount claimed for damage. Differences will be arbitrated if applicable. Purchaser agrees to give prompt and reasonable access to complete any repairs on subject home.

If tenants occupy the property:

- ☐ A. Seller will have the tenants vacate the property prior to closing.
- ☐ B. Purchaser will be assigned all landlord rights and security deposit and rents prorated to date of closing with Purchaser assuming all landlord rights and obligations after date of closing.

4. **SELLER'S DISCLOSURE:** Purchaser ☐ has ☒ has not received and reviewed a Seller's Disclosure Statement in accordance with Act 92 Public Acts of 1993.

Purchaser's Initials: FW /

5. **LEAD-BASED PAINT:** Purchaser ☐ has ☒ has not received and reviewed a copy of a Lead-Based Disclosure Form, the terms of which are incorporated herein by reference.

Purchaser's Initials: FW /

6. **PROPERTY TAXES, WATER, OTHER PRORATIONS:** All taxes that have or will become due and payable on or before the date of closing, that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis, as though they are paid in advance. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage to date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of \$300.00 for water charges. It is the obligation of Seller to furnish the final water meter reading to escrow holder who shall pay said billing to the proper authority and return the unused portion to Seller.

7. **SPECIAL ASSESSMENTS:** Any assessments, recorded or not recorded, which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. If Seller does have knowledge and/or documents pertaining to the new assessments as stated, Seller shall provide this information to Purchaser. Upon receipt, Purchaser shall have 3 calendar days to review such documents. Purchaser shall notify Seller within such period if Purchaser wishes to terminate this Agreement and declare it null and void, or to proceed according to the agreed-upon terms and conditions, or some other remedy agreed upon by both Seller and Purchaser.

8. **HOME WARRANTY:** Purchaser acknowledges notice of the availability and cost of a home warranty plan. Purchaser would like a Home Protection Plan through _____ Home Warranty Company. ☐ YES ☒ NO. Paid by ☐ Seller, ☐ Purchaser or ☐ Other: _____ Plan not to exceed \$ _____.

9. **AGENCY:** By the signatures below Purchaser and Seller hereby acknowledge that the selling broker/sales associate are acting in the capacity of: ☐ Seller's Agent, ☒ Purchaser's Agent, ☐ Dual Agent, ☐ Transaction Coordinator.

10. **INSPECTION OF PROPERTY:** The brokers recommend that Purchaser obtain an independent private inspection of the property at Purchaser's expense. Purchaser ☒ does ☐ does not choose to have the property inspected.

Purchaser's Initials: FW /

This offer ☒ is ☐ is not contingent upon a due diligence period and inspection of the property by independent private inspectors of Purchaser's choice and at Purchaser's expense. Purchaser's due diligence period shall commence on the first calendar day following the date that this Agreement is fully-executed by Seller and Purchaser and shall continue for 44 calendar days thereafter. Unless Purchaser notifies Seller, in writing, within 1 calendar days after said due diligence period that Purchaser is dissatisfied with the inspection results, or if Purchaser elects not to have property inspected, all terms and conditions shall be binding and the sale shall be consummated as specified herein. If said inspections disclose any defect in the property which results in Purchaser's dissatisfaction for any reason whatsoever, and written notice is properly given to Seller, Purchaser may declare this Agreement null and void and the deposit shall be returned, OR Purchaser may request Seller to remedy defects, if any. If Purchaser elects to have Seller complete certain repairs and does not terminate this Agreement, Seller shall have 5 calendar days from receipt of notification to respond that Seller will repair or provide for

Purchaser's Initials: FW /

Seller's Initials: /

repairs. If Seller declares an unwillingness to repair or provide for repairs, Purchaser may accept the property "as is" or declare this Agreement null and void and all earnest money shall be returned to Purchaser. If the property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection. If utilities are turned off, Seller shall have all utilities turned on prior to inspection. **Purchaser is aware that any reference to square footage and lot size of the property or improvements thereon are approximate. If square footage is a material matter to Purchaser, it must be verified during the due diligence period.**

11. **WELL AND SEPTIC INSPECTION:** See attached addendum made part hereof, if applicable.
12. **TERMITE/PEST & ENVIRONMENTAL INSPECTION:** The Brokers recommend that Purchaser obtain an independent inspection to determine the presence of wood-destroying insects or infestation. The Brokers also recommend that Purchaser obtain an independent inspection for any environmental concerns.
13. **AS-IS CONDITION:** By execution of this Agreement, Purchaser acknowledges that Purchaser has examined the above-described property and is satisfied with the physical condition of the structures therein and purchase said property in an "AS-IS CONDITION," subject only to the right of a property inspection as provided for herein and the Seller's Disclosure Statement if required. Neither Seller nor Listing and Selling Brokers or their sales people have made any representations or warranties of any kind concerning the property upon which Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information provided in the multi-list description of this property is not warranted or guaranteed and that Purchaser has not relied on the multi-list description in making this Agreement.
14. **CITY CERTIFICATION:** If the property is located in a municipality that requires an inspection prior to a sale, Seller will order necessary inspections and ☐ Seller ☐ Purchaser will pay for necessary inspections. If any repairs are necessary in order to obtain written approval of the municipality, ☐ Seller will make all necessary repairs ☒ Purchaser will assume property "as-is."
15. **APPROVAL OF EASEMENTS AND RESTRICTIONS:** This Agreement is contingent upon Purchaser's review and approval of any Homeowner Association bylaws, easements and/or deed and building and use restrictions within 44 calendar days from delivery of such documents to Purchaser. Seller or Seller's agent shall deliver these documents to Purchaser within 5 business days following the date that this Agreement is fully-executed by Seller and Purchaser. If Purchaser notifies Seller in writing that Purchaser is dissatisfied with the documents within the above-specified calendar days, then Purchaser may declare this Agreement void and all earnest money deposits shall be refunded to Purchaser. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections with easements and restrictions.
16. **FLOOD CERTIFICATION:** This Agreement is contingent upon flood certification. Purchaser will have 44 calendar days after delivery of a fully executed purchase agreement to certify if the property or any fraction thereof (including any portion of a condominium complex in which a condominium unit is located) is in a flood plain that requires flood insurance. If any part of the property is found to be located in a flood zone, Purchaser at Purchaser's option, with written notice within the time specified, may declare this offer void and all earnest money returned. If no written notification is given, then all terms and conditions of this Agreement shall be binding and consummated as specified herein.
17. **FINAL WALK THROUGH:** Purchaser shall have the right to a walk-through inspection of the property being purchased within 48 hours prior to closing in order to determine, among other things, if the property and any personal property and equipment being purchased have been maintained and are in no worse condition at the time of closing than they were at the time this Agreement was accepted by Seller, normal wear and tear expected. Seller agrees to leave the property broom-clean and free of all personal property, refuse and debris.
18. **TITLE INSURANCE:** At closing, Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance without standard exceptions in the amount of the purchase price. Purchaser agrees to obtain and pay for a survey by a registered land surveyor as required by the title insurer in order to issue a policy without standard exceptions. If Purchaser does not provide a survey, the policy of title insurance will be issued with those standard exceptions that require a survey to remove.
19. **TITLE OBJECTION:** Seller will apply for a commitment of title insurance within 7 days after the date of this Agreement. Upon receipt of the commitment, Purchaser shall have 7 days to provide Seller with written notice of any objections to the condition of title. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections of the condition of title. Seller will have 30 days after receiving written notice of any objections to the condition of title to remedy the claimed defects. Should Seller be unable to render such title marketable, or be unable to secure a commitment insuring title within the 30 calendar day period above or any extensions thereof agreed upon in writing, Purchaser shall have the option either to consummate the sale and accept such title as Seller may be able to convey in full

Purchaser's Initials: _____






Seller's Initials: _____



satisfaction and accord, or demand in writing and receive all monies deposited hereunder. Upon return of all said money to Purchaser, Purchaser and Seller are relieved from further obligations under this Agreement.

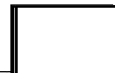
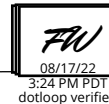
- 20. LENDERS POLICY OF TITLE INSURANCE:** Purchaser and Seller acknowledge that Purchaser may select a title insurance company of Purchaser's choice to issue only a mortgage policy of title insurance relative to the financing of the closing of this Agreement. By execution of this Agreement, Purchaser and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title company issuing the owner's policy of title insurance set forth in paragraph 18 above and further acknowledge that such selection will not reduce, diminish or impair the coverage of the owner's policy of title insurance set forth in paragraph 18 above. Purchaser herein selects Sellers Choice for lender's title services as protected by RESPA Section 9.
- 21. RELEASE:** Purchaser recognizes that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded the right to independent inspections of the property and Purchaser affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against STH Group, LLC, its members, managers, employees and independent sales associates. Purchaser and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement. Broker and sales associates specifically disclaim any responsibility for the condition of the property or for the performance of the Agreement by the parties. STH Group, LLC assumes no liability for performance of any inspection or for any statements on Seller's Disclosure Statement.
- 22. DEFAULT:** In the event of default by Seller, Purchaser may elect to enforce the terms hereof or demand, and be entitled to, a refund of the entire deposit and pursue all legal remedies available. In the event of default by Purchaser, Seller may elect to enforce the terms hereof, or declare a forfeiture and be entitled to the deposit as liquidated damages. A mutual release of this Agreement or similar cancellation must be signed by all parties, prior to disbursement of earnest money deposits in dispute or to be returned under the provisions of this Agreement. Seller and Purchaser agree that Listing and Selling Brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.
- 23. FEES AND CONSIDERATION:** Purchaser and Seller acknowledge notice of the fact that the Brokers may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.
- 24. FACSIMILE SIGNATURES AND INITIALS:** All parties hereto acknowledge and agree that signatures and initials by electronic signature and facsimile are legally binding.
- 25. PRINCIPAL RESIDENCE EXEMPTION:** Purchaser and Seller assume all responsibility and liability for filing of the Property Transfer Affidavit and the Michigan Department of Treasury Homestead Exemption Update Form and agree to hold the Brokers harmless from and against any liability relative thereto.
- 26. ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto. This Agreement shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third-parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Purchaser and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling Broker that are not explicitly set forth in this Agreement or attached hereto. The Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 27. GOVERNING LAW:** The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder, shall be construed and controlled by the laws of the State of Michigan.
- 28. LEGAL CONTRACT:** THIS IS A LEGAL DOCUMENT AND ALL PARTIES HERETO ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO PROTECT THEIR INTERESTS. THE LISTING AND SELLING BROKERS ARE NOT ATTORNEYS AND HAVE NOT GIVEN LEGAL ADVICE IN REFERENCE TO THIS AGREEMENT. TIME IS OF THE ESSENCE AND SHALL BE CONSIDERED AS PART OF THE CONSIDERATION OF OFFER AND ACCEPTANCE.

Purchaser's Initials:  / 
08/17/22
3:24 PM PDT
dotloop verified

Seller's Initials:  / 

29. **EARNEST MONEY:** With 2 business days following the date that this Agreement is fully-executed by Seller and Purchaser, Purchaser will provide a deposit of \$3000.00 in the form of a ☒ **Personal Check** ☐ **Money Order**, ☐ **Cashier's Check** and within 2 business days following the expiration of the due diligence period as set forth in paragraph 10 above, Purchaser shall provide an additional deposit of \$0.00 in the form of a ☐ **Personal Check** ☐ **Money Order**, ☐ **Cashier's Check**. All deposit funds hereunder shall be held by **DOBI** or shall be held by _____ in accordance with the rules and regulations of the Michigan Department of Licensing and Regulatory Affairs – Board of Real Estate Broker and Salespersons and applied to the purchase price upon consummation of the sale or otherwise disbursed in accordance with this Agreement. **FOR PERSONAL CHECKS: Purchaser acknowledges that deposit funds are immediately available upon the signing of this Agreement.**

Purchaser's Initials: _____



30. **ADDITIONAL CONDITIONS:**



*Completion of this sale is contingent on the city of Lathrup Village approving the buyers site plan. Site plan to be submitted within 30 days after an accepted offer.

31. **ADDITIONAL DOCUMENTS ATTACHED** - The following are attached hereto and made a part hereof (check all of which apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> Seller's Disclosure Statement | <input type="checkbox"/> 72 Hour Contingency | <input checked="" type="checkbox"/> Vacant Land Addendum |
| <input type="checkbox"/> FHA-VA Addendum | <input type="checkbox"/> Lead-Based Paint Disclosure | <input type="checkbox"/> Dual Agency Agreement |
| <input type="checkbox"/> Purchase Agreement Addendum | <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Builder Addendum |
| <input type="checkbox"/> Swimming Pool Addendum | <input type="checkbox"/> Land Contract Addendum | <input type="checkbox"/> Private Road Addendum |
| <input type="checkbox"/> Well and Septic Addendum | <input type="checkbox"/> Contingency Sale Addendum | <input type="checkbox"/> _____ |

32. **EXPIRATION:** This offer shall remain irrevocable until withdrawn in writing OR until _____ Eastern Time (Standard or Daylight, as applicable), on (date) _____ and if not accepted by Seller, the deposit made by Purchaser shall be returned upon funds clearing.

33. **ADMINISTRATIVE/COMPLIANCE FEE:** Purchaser to pay \$695 at closing for the retaining of all records as required by applicable federal and state laws and regulations regarding preparation, storage and retention of all closing related documents, and for all other related administrative closing preparation costs.

This is a cooperative sale with Keller Williams Home and DOBI REALTORS

Purchaser's Initials: _____



Seller's Initials: _____



By affixing Purchaser's signature hereto, Purchaser acknowledges receipt of a copy hereof.

PURCHASER:  

Print Name Frances Walling

Date: _____

PURCHASER: 

Print Name: _____

Date: _____

SELLER'S ACCEPTANCE: By affixing Seller's signature hereto, Seller accepts this Agreement and acknowledges receipt of a copy hereof.

SELLER - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) – SELLER affirms that Seller ☐ **is** ☐ **is not** a resident of the United States. If Seller is NOT a resident of the United States, then the parties to this Agreement will be bound by FIRPTA.

SELLER: 

Print Name: _____

Date: _____

SELLER: 

Print Name: _____

Date: _____

COUNTER OFFER-In the event Seller makes any written change in any of the terms and conditions of this Agreement as presented by Purchaser, such changed terms and conditions shall constitute a counteroffer by Seller to Purchaser, which counteroffer shall remain valid until _____ at _____, unless earlier withdrawn in writing and shall require acceptance by the Purchaser by initialing each change before date and time.

By affixing Purchaser's signature hereto, Purchaser acknowledges the receipt of a copy hereof.

PURCHASER: 



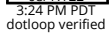
Print Name Frances Walling

Date: _____

PURCHASER: 

Print Name: _____

Date: _____

Purchaser's Initials:  / 


Seller's Initials:  / 