



CAPITAL

ABSTRACT & TITLE Co., LLC

Dear Customer(s),

Thank you for choosing Capital Abstract & Title for your closing and title needs. While we always recommend involving a professional Realtor when buying or selling real estate, we understand some customers want to sell their property without that assistance. Attached to this letter you will find several forms that will need to be complete by seller and potential buyer. After you have agreed to the terms of a contract for sale, return all completed forms to Capital and we will open a file and begin title work and preparation for closing. Because of various Federal and State laws we need the requested information to complete title work and prepare for closing. The information you will provide is private and confidential and will not be released to any sources other than those required by law, those required to provide services you have requested or those required under the terms of the contract. If you have any questions concerning our privacy policy, please contact one of our offices for clarification.

Once you have completed the forms, please mail, fax, email or deliver them to any Capital Abstract & Title Co. office. Thank you for your business and assistance in preparation for this transaction.

Capital Abstract & Title

Fort Smith

6804 Rogers Ave. STE A

Phone: 479-782-4500

Fax: 479-782-4501

These forms are provided as a tool to assist in the "For Sale By Owner" transactions. Capital Abstract & Title does not represent the Buyer or Seller in any way.



Buyer Information

Buyer 1

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ *City State ZIP Code*

Home Phone: _____ Alternate Phone: _____

Email _____

SSN or Gov't ID: _____

Birth Date: _____ Marital Status: _____

Spouse's Name: _____

Spouse's Contact Number _____ Spouse's email address _____

Buyer 2

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ *City State ZIP Code*

Home Phone: _____ Alternate Phone: _____

Email _____

SSN or Gov't ID: _____

Birth Date: _____ Marital Status: _____

Spouse's Name: _____

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Spouse's Contact Number _____ Spouse's email address _____

Lender Information

Bank/Mortgage Co _____ Loan Amount _____

Loan Officer _____ Type of Loan _____

Contact Number _____ Email address _____

Home Owner's Insurance

Company/Agent Name _____
Phone _____ Fax _____

***If property is being held in a Trust, a copy of the Trust will be needed

**Please provide Vesting of Title (Joint Tenants w/ Rights of Survivorship – Tenants in Common – Husband and Wife – A Married Person – A Single Person)



Seller Information

Seller 1

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Home Phone: _____ Alternate Phone: _____

Email _____

SSN or Gov't ID: _____

Birth Date: _____ Marital Status: _____

Spouse's Name: _____

Spouse's Contact Number _____ Spouse's email address _____

Seller 2

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Home Phone: _____ Alternate Phone: _____

Email _____

SSN or Gov't ID: _____

Birth Date: _____ Marital Status: _____

Spouse's Name: _____

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Spouse's Contact Number _____ Spouse's email address _____

Mortgage Information

First Mortgage _____ Second Mortgage _____

Loan Number _____ Loan Number _____

Contact Number _____ Contact Number _____

Termite Policy

Company Name _____
Phone _____ *Fax* _____

***If property is being held in a Trust, a copy of the Trust will be needed

**Please provide any Home Owner's Association Dues and contact info to confirm dues to be collected

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?	_____	_____	_____

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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?	_____	_____	_____
41. Additional explanations or disclosures (please attach additional sheets if necessary) :	<hr/> <hr/> <hr/>		

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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 Hookups
<input type="checkbox"/> Hot Tub/Jacuzzi	<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer	<input type="checkbox"/> Refrigerator
<input type="checkbox"/> Pool Barrier	<input type="checkbox"/> Safety Cover for Hot Tub		

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 of 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.

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REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is entered into on the ____ day of _____, 20____ by and between _____, hereinafter designated as "Sellers", and _____, and/or their assigns, hereinafter designated as "Buyers"; pursuant to the Buyers offer to purchase from Sellers the property described in Paragraph 1 herein, subject to the terms and conditions set forth herein:

1. Legal Description/Parcel No. and Address:

2. Purchase Price: The purchase price for the Property shall be the exact sum of \$_____ which is to be tendered by the Buyer with cash paid to Seller at closing.

3. (a) Financing Contingency. This Contract IS NOT conditioned upon Buyer's ability to obtain financing to purchase the home. Buyer has fourteen (14) business days from the date of this Contract is signed, to obtain financing. Buyer shall inform Seller in writing that financing has been secured within fourteen (14) business days or this Contract is fully terminated and the Earnest Money shall be returned to Buyer.

(b) Inspection Contingency. Buyer has ten (10) business days from acceptance of this offer to conduct an inspection. Buyer may rescind this offer for any reason whatsoever within that ten (10) day period by providing written notice to the title company, which shall immediately return the Earnest Money to the Buyer. In this event, this Contract shall be null and void and the parties shall have no rights one to the other.

4. Earnest Money: Within twenty-four (24) hours of execution of this Contract by Buyer and Seller, Buyer shall tender a signed copy of this Contract, along with a check in the amount of \$_____ (the "Earnest Money") payable to Capital Abstract & Title Co., LLC (the "Title Company"). The Earnest Money shall apply toward the Purchase Price or closing costs. This Contract shall serve as a receipt for the Earnest Money deposited. If title requirements are not fulfilled or if Buyers are unable to obtain financing within the time stated in paragraph 2 hereof, the Earnest Money shall be promptly refunded to Buyers. If Buyers refuse to fulfill their obligations under this Contract or, if after all conditions have been met, Buyers fail to close this transaction, the Earnest Money may, at the sole and exclusive option of Sellers, be retained by Sellers as liquidated damages. Alternatively, Sellers may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyers breaching this Contract. Buyers warrant, represent, and

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acknowledge that the check tendered will be honored upon presentation to Buyers' bank.

5. Conveyance: Conveyance of the Property shall be made to Buyers, and/or Buyer's assigns, by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property.

6. Title Requirements: Sellers shall / shall not furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price, Buyers having the right to review and approve such title policy prior to Closing. If objections are made to Title, Sellers shall have a reasonable time to cure the objections, however under no circumstance shall Seller be obligated to expend funds to cure defects, if any. If Buyer objects to title, Seller can terminate this Contract and return the Earnest Money.

7. Survey. A current survey, in form satisfactory to Buyers, certified to Buyers (and to Buyers' lender, if applicable) and to the Title Company within fifteen (15) days prior to closing by a registered land surveyor, **will be / will not be** provided and paid for by Buyers.

8. Prorations: Taxes and special assessments due on or before closing shall be paid by Sellers. Buyers and Sellers agree to pro-rate general ad valorem taxes based on the best information available at Closing, unless otherwise specified herein.

9. Fixtures and Attached Equipment: The following items are being conveyed:

10. As Is Condition: No home warranty contract concerning the condition or usefulness of any real or personal property is to be conveyed from Sellers to Buyers. The Property is being sold to Buyers in an "AS IS" and "WITH ALL FAULTS" condition and Buyers agree to hold Sellers and Title Company harmless from any problems relative to the mechanical, plumbing, appliance, structural defect or failure of any of the components of the Property that may exist, be discovered or occur after Closing.

11. Termite Control: Sellers **shall / shall not** furnish to Buyers at Sellers' cost a certificate from a licensed termite control company. If Buyers are obtaining financing, such certificate shall be in a form acceptable to the lender.

12. Loan and Closing Costs: All of Buyers closing costs, including origination fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender (if applicable) shall be paid by Buyers solely. Sellers will pay Sellers closing costs.

13. Closing. Closing is the date at time at which Sellers deliver the executed and acknowledged deed. Capital Abstract & Title Co., LLC, shall be the designated closing agent for

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both parties. The closing date is designated to be no later than _____, 20____. The closing date may be extended only by written agreement of Buyers and Sellers. If the sale is not consummated by the closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies provided to Sellers in paragraph 4.

14. Possession: Possession of the Property shall be delivered to Buyers, and/or Buyer's assigns, upon closing.

15. Assignment: This Contract may be assigned by Buyers with or without the written consent of the Sellers.

16. No Agents: Both parties represent and warrant each to the other that no real estate agents or brokers have been involved in this transaction.

17. Binding Agreement. This Contract shall be binding upon the parties hereto, their administrators, executors, successors and permitted assigns.

18. Governing Law. This Contract has been entered into and shall be governed by the laws of the State of Arkansas.

19. Counterparts Deemed Original. This Contract may be executed in one or more counterparts (including by facsimile), all parties need not be signators to the same documents, and all counterpart-signed documents shall be deemed to be an original and one (1) instrument.

20. Binding Contract: This is a legally binding contract and is enforceable in Arkansas courts applying Arkansas law; the prevailing party in litigation arising out of this contract shall be entitled to recover attorney's fees and costs of prosecution.

[remainder of page intentionally left blank, signature page to follow]

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WHEREOF, Buyer and Seller hereto have duly executed this Contract as of the day and date first above written.

SELLER:

BUYER:

Prepared by:
Hayes, Alford, Johnson & Conley, PLLC
700 S. 21st Street
Ft. Smith, AR 72901
(479) 242-8814

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