



549 N Main St, Fremont, NE 68025

Phone: 402-721-5833

www.dcte.net

DODGE COUNTY TITLE & ESCROW CO., LLC is a locally owned and operated Title Insurance, Abstract & Real Estate Closing Company. Our company has been in business for over 75 years.

DODGE COUNTY TITLE & ESCROW CO., LLC has the expertise to make your real estate closing a pleasant experience and we appreciate the opportunity to serve you and the Fremont community.

PURCHASE AGREEMENT

- The seller and buyer sign a purchase agreement or sales contract and the buyer is asked to make a small initial payment, often called an “earnest deposit” as evidence of intent to purchase.
- The seller and buyer sign the lead based paint disclosure form.
- The seller gives the buyer a Property Disclosure Statement.

MORTGAGE LENDER

- The Escrow Officer will coordinate with the lender to set a date and time that is convenient for all parties to come to our office at 549 N Main St, Fremont, to sign the documents.

COSTS

- Customary practice in the Fremont community is to split the cost of title insurance and closing fees between buyer and seller. The cost of title insurance is based on the purchase price and loan amount. The real estate closing fee for residential property is \$1,000.00 (as of January 1, 2019). Additional costs, including termite inspection, survey and filing fees may vary with each closing and will be discussed prior to closing.

POSITIVE EXPERIENCE

- We at DODGE COUNTY TITLE & ESCROW CO., LLC strive to make your real estate sale and purchase a positive experience. We appreciate the opportunity to serve you and welcome any questions.



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For Sale By Owner Checklist

Please make sure to have the following documents are completed when you return the FSBO Package.

- Contact Information Worksheet
- Purchase Agreement
- Wire Fraud Advisory
- FHA/VA Escape – Real Estate Certification, if applicable
- Payoff Authorization, if applicable
- Seller Property Condition Disclosure Statement
- Lead Based Paint Disclosure
- Earnest Deposit, if applicable



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DEFINITIONS

Title – evidence that the owner is in lawful possession of the property.

Deed – instrument that is executed, acknowledged and recorded in the proper county. A properly executed deed serves to create title in the owner/buyer with respect to the particular property covered by that deed.

Title Insurance – insurance to protect real estate owners and lenders against any property loss or damage they might experience because of liens, encumbrances or the defects in the title to the property.

Escrow – the process in which the funds of a transaction (such as a sale of a house) are held by a third party, often the title company, pending the fulfillment of the transaction.

Defects – things such as another person claiming ownership, improperly recorded documents, fraud, forgery, liens, encroachments, easements, and other items that are specified in the title insurance policy.

Earnest Deposit – this is a good faith deposit, paid by the buyer, showing a buyers “intent” to purchase a property. The amount of the Earnest Deposit is credited to the buyer at closing.



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Frequently Asked Questions

What is Title Insurance, Who Needs It, What does it cover?

Title insurance is insurance to protect real estate owners and lenders against any property loss or damage they might experience because of liens, encumbrances or the defects in the title to the property. Insurance such as car, life, health, etc. protect against potential future events and is paid for with monthly or annual premiums. Title insurance insures against events that occurred in the past of the real estate property and the people who owned it. For a one time premium that is paid at the time of closing, title insurance will protect against claims from defects.

Who is responsible for paying for title and closing services?

Ultimately your real estate contract should dictate who pays for what charges. Generally, in the State of Nebraska, Title Insurance premiums and the Settlement fee are split between the buyer and seller.

How much do your services cost?

The cost of title insurance is based on the purchase price of the property and is generally split between buyer and seller. Please feel free to contact a member of our Escrow Team for a quote or visit our website at www.dcte.net for a rate calculator. The closing or settlement price is based on our current fee schedule and services needed.

What should I expect at my Real Estate Closing?

You should expect your closing to take anywhere between 30 minutes to an hour. A brief explanation of each document will be given to you, prior to you signing each document.

What should I bring to my closing?

Always bring a government issued ID Card, such as your driver's license. Some lenders will require two forms of ID.

If you are married, your spouse will likely need to be in attendance and need to have their own government issued ID.

Certified or Cashers check for the amount needed on you final statement. You may also wire the funds, please reach out to your closer if you want to do this and they can provide you with our wiring instructions.

I want Dodge County Title & Escrow to do my Title and Closing, How do I contract your services?

When using a real estate agent, request that Dodge County Title & Escrow serve as your title agent and closing agent on the transaction before any contracts are signed. If you are doing a For Sale By Owner, please send us your real estate contract, or stop by and pick up one of our Free For Sale By Owner packets. You may also find a PDF format of our packet on our website under For Sale By Owner.

When are you Open?

We are open Monday through Friday from 8:00 a.m. to 5:00 p.m. CST

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TERMITE INSPECTION COMPANIES

Below is a list of termite inspection companies that we often work with. You may choose one of the companies below or a different company, of your liking. If you choose a company that is not listed below, please provide a phone number for us to contact them.

TNT Termite Services
3805 S 148th St
Omaha NE 68144
402-393-3697

Pest Pro's, Inc
PO Box 6
North Bend NE 68649
402-727-8890

Chem-Tech
PO Box 231
Hooper NE 68031
402-721-5400

Pest-Trol Services
PO Box 558
Arlington NE 68002
402-480-3843

Elite Termite & Pest Control
PO Box 34398
Omaha NE 68134
402-571-2849

Security Pest Services
1037 North C St
Fremont NE 68025
402-333-5655

The cost of termite inspections typically range between \$80 and \$100.

CONTACT INFORMATION WORKSHEET

DODGE COUNTY TITLE & ESCROW CO. 549 N Main St, Fremont, NE 68025 phone #402-721-5833 Fax #402-721-8632

PROPERTY INFORMATION: Address: _____

(Street)

(City)

(Zip)

Requested Closing Date: _____

Currently a Rental Property? _____ **Vacant / Occupied**

SELLER INFORMATION

Name(s) _____

First Middle Last

First Middle Last

Daytime Phone# _____

Cell Phone # _____

Email address: _____

Current Address: _____

Marital Status: H&W _____ Single _____ Widowed _____

Married Couple _____

POA being Used: yes / no (circle one)

Name of POA: _____

BUYER INFORMATION

Name(s) _____

First Middle Last

First Middle Last

Daytime Phone# _____

Cell Phone # _____

Email address: _____

Current Address: _____

Marital Status: H&W _____ Single _____ Widowed _____

Married Couple _____

SELLERS PRESENT MORTGAGE CO (if applicable)

Name of Lender: _____

Loan #: _____ Phone# _____

Name of Lender: _____

Loan# _____ Phone# _____

BUYER "LENDER" INFORMATION

Lender Name: _____

Address: _____

Phone# _____ Fax # _____

Loan Officer _____

Email: _____

TERMITE INSPECTION: required: Yes _____ No _____

Property Occupied: _____

Who to Call: _____

Company Preference: _____

Or Choose from the list below:

____ Security Pest Services

____ TNT Termite

____ Pest Pro's

____ Elite Termite

____ Pest-Trol Services

____ Chem-Tech



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402-721-5833 / docs@dcte.net

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: _____ City _____ 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: \$ _____ (Earnest Deposit) deposited herewith as evidenced by the receipt attached below. The Deposit shall be made payable to the Escrow Holder (Dodge County Title & Escrow Co. LLC, see paragraph 13). If the Deposit is paid by check, it will be cashed. 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 by electronic transfer 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 and Dodge County Title & Escrow Co. LLC 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 payment, electronic transfer 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: If the Property is located in Douglas or Sarpy County, all consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which closing takes place, shall be treated as current taxes for the purpose of this Agreement, Such Current Taxes shall be prorated as of the date of closing. Seller shall pay all taxes for the years prior to the year 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 **Dodge County Title & Escrow Co. LLC** furnish a current title insurance commitment 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 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 **Dodge County Title & Escrow Co., LLC** 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 Buyer is obtaining a loan that does not allow the Buyer to pay for such costs (such as VA) in which case such charge shall be paid by the Seller. It is understood the Purchaser will designate **Dodge County Title & Escrow Co., LLC** as the escrow agent. At closing Purchaser is required to have electronic transfer 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. Termite Inspection to be performed by _____.

OR _____ (initial) Termite inspection Waived by buyer.

17. Smoke Detector/Carbon Monoxide Detector: Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide 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. Lead-Based Paint Addendum: If the residential dwelling/improvements on the Property were constructed prior to 1978, Sellers agrees to execute a Disclosure of Information on Lead Based Paint and / or Lead Based Paint Hazards, to be attached to this Uniform Purchase Agreement.

24. Authorization: Execution of this document, hereby gives Escrow Agent, Dodge County Title & Escrow Co, LLC authorization to obtain information regarding any liens or loans against the subject property stated in this Agreement, in the pursuit of obtaining releases or payoffs.

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., Central Standard time. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

PURCHASER: _____
EMAIL ADDRESS: _____ PHONE _____
PURCHASER: _____
EMAIL ADDRESS: _____ PHONE _____
CURRENT ADDRESS: _____ CITY _____ STATE _____ ZIP _____

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

_____ **As Joint Tenants** **As tenants in common**

Marital Status: **husband and wife** **single** **Married Couple** **Widowed**

Will buyer occupy property: **Yes** **No**

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: _____
EMAIL ADDRESS _____ PHONE _____
SELLER: _____
EMAIL ADDRESS _____ PHONE _____
SELLER(S) ADDRESS: _____ CITY _____ STATE _____ ZIP _____

Marital Status: **husband and wife** **single** **Married Couple** **Widowed**

Is a Power of Attorney being used in this sale? Yes / No (circle one) Name of POA: _____

SELLER / PURCHASER CERTIFICATION AND ACCEPTANCE

We the undersigned Seller(s) AND Purchaser(s), 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 Signature _____ **DATE** _____
Purchaser Signature _____ **DATE** _____
Seller Signature _____ **DATE** _____
Seller Signature _____ **DATE** _____

PURCHASER RECEIPT

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

PURCHASER: _____ DATE: _____
PURCHASER: _____ DATE: _____



Title Insurance & Escrow

549 North Main Street
Fremont, NE 68025-5061

Phone 402-721-5833
Fax 402-721-8632

Wire Fraud Advisory

Wire fraud is one of the fastest growing cybercrimes in the country. According to the Federal Trade Commission, consumers reported losing \$1.48 billion to fraud in 2018; that's an increase of 38% over 2017. Wire fraud is any event where an individual is tricked into sending money via wire transfer to a fraudster. Wire fraud includes imposter scams, debt collection schemes and identity theft. (Source: *National Association of Insurance Commissioners, naic.org*)

Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions targeting funds exchanged during real estate transactions. These emails are convincing and sophisticated, often times using information intercepted throughout the process. This information can be altered to look nearly identical to communications you have previously received from your escrow officer. Once money is wired to a fraudulent account, it is stolen money that may not be able to be recovered. These schemes can be targeted towards buyers OR sellers.

Buyers AND Sellers are advised:

1. Save the phone number for your Escrow Officer at the beginning of the transaction. DO NOT USE ANY OTHER PHONE NUMBER TO CONTACT YOUR ESCROW OFFICER
2. **DO NOT WIRE FUNDS WITHOUT CONFIRMING THE WIRING INSTRUCTIONS with your Escrow Officer ONLY USE the phone number provided at the beginning of the transaction.**
3. If you receive updated wiring instructions, at any point, contact your escrow officer immediately, to confirm the wiring instructions have changed.
4. Avoid sending personal information by email. Call your escrow officer, or meet with them, in person to provide that type of information.
5. A sudden sense of urgency in an emailed request is a Red Flag. ALWAYS Take the time to contact your escrow officer before wiring funds. DO NOT rush to send a wire, until you have confirmed the wiring instructions with your escrow officer.
6. Make sure you use two-factor authentication on your own email account and encourage other individuals included in the transaction to do so as well.

MOST IMPORTANTLY VERIFY AND NOTIFY

VERIFY wiring instructions with your escrow officer PRIOR to wiring your funds

NOTIFY your banking institution and escrow officer if you believe you are a victim of wire fraud

Signature

Date

Signature

Date

**FHA / VA ADDENDUMS
 APPLICABLE ONLY IF MARKED "X"**

Buyer's Name: _____
 Seller's Name: _____
 FHA/VA Case Number : _____
 Number: _____
 Property Address: _____

VA OPTION CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this Sales Agreement/Contract, the Veteran/Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein. If the purchase price or cost exceeds the reasonable value of the property established by The Department of Veterans Affairs. The Veteran Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by The Department of Veterans Affairs.

 Seller Veteran

 Seller Veteran

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete 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 Commissioner, 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 warrant is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not valuation the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

 Seller Purchaser

 Seller Purchaser

 Date Date

FHA REAL ESTATE CERTIFICATION

The Seller(s), Borrower(s) and the Real Estate Broker(s)/Agent(s) involved in this loan transaction are certifying that the terms of the Sales Contract in connection with the purchase of:

_____ are true to the best of their knowledge and belief. Any other agreement entered into by any of the following parties must be fully disclosed and attached to the Sales Contract.

 Seller/Builder Date Borrower Date

 Seller Date Borrower Date

 Selling Broker/Agent Date



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IMMEDIATE ATTENTION

PAYOFF REQUEST and CLOSE ACCOUNT REQUEST

We will not use this account as a line of credit (if applicable), in the future and a full Deed of Reconveyance should be issued and filed for record with the County Register of Deeds Office to release the lien against this property.

TO LOAN COMPANY: _____

LOAN # _____

Customer Service Phone #: _____ /Contact _____

Fax # _____ PAGES: _____

CUSTOMER NAME:

_____ SS# _____

_____ SS# _____

PROPERTY ADDRESS: _____

PAYOFF DATE: _____

REASON FOR PAYOFF: PROPERTY SOLD

If you have any questions or need any other information, **PLEASE call as soon as possible to avoid any delays in this request.**

Please fax a written payoff statement(s) through the above "Payoff Date" to include a per diem to Dodge County Title & Escrow, Co. LLC as soon as possible. I understand and accept there may be an additional fee added to the payoff for this service. I (We) fully understand my (our) right to privacy, and that the Lender will protect all customer non-public information.

Dated _____

THANK YOU
Dodge County Title & Escrow Co., LLC
Escrow Closer: _____



**NEBRASKA REAL ESTATE COMMISSION
SELLER 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 numbered 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.

<u>Section A -Appliances</u>	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				

<u>Section B - Electrical Systems</u>	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. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System _____ Owned _____ Leased _____ Central station monitoring				
16. 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 _____/_____

<u>Section C - Heating and Cooling Systems</u>	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)				

<u>Section D - Water Systems</u>	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				

<u>Section E - Sewer Systems</u>	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.

<u>Section A - Structural Conditions</u>	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?			

<u>Section A - Structural Conditions</u>	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.

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
1. Asbestos			
2. Contaminated soil or water (including drinking water)			
3. Landfill or buried materials			
4. Lead-based paint			
5. Radon gas			
6. Toxic materials			

<u>Section B - Environmental Conditions</u>	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?			
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?			
9. 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 _____

Disclosure of Information on Lead-Based Paint and/or 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 assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) _____ 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 (initial (i) or (ii) below):

(i) _____ 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:

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ 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

(ii) _____ 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 or enter N/A if not applicable)

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

(g) _____ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. ¹

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	Purchaser	Date
--------	------	-----------	------

Seller	Date	Purchaser	Date
--------	------	-----------	------

Seller's Agent	Date	Purchaser's Agent ¹	Date
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Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.

CAUTION—Your Action is Required Soon



For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically.

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency -- see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

_____/_____/_____
(Signed) Homebuyer Date

_____/_____/_____
(Signed) Homebuyer Date





549 N Main St, Fremont, NE 68025

Phone: 402-721-5833

www.dcte.net

Property Address _____ Contract Date: _____

The buyer, at their own expense, requests that the inspection cover the following checked items:

_____ **Whole House** – may include, but not limited to, structure, exterior, roofing, plumbing, electrical, heating, air conditioning, interior, insulation and ventilation.

_____ **Heating & Air Conditioning**

_____ **Water & Septic** – completed by the State of Nebraska to ensure compliance with state standards.

_____ **Radon** – the EPA recommended action level is 4.0 pCi/L.

_____ **Other** _____

_____ **Waive** – Purchasers waive their rights to any of the above tests or inspections and accept the property as represented on the signed SELLER PROPERTY CONDITION DISCLOSURE STATEMENT to be the truthful representation of the property by the Sellers.

FOR ALL INSPECTIONS:

The inspection is to be completed by a Certified Inspector and a written response requesting repairs of any material defects given to the selling agent within **seven** (or _____) business days after the acceptance of the Purchase Agreement, except the Water & Septic inspection which is subject to the state's schedule. Material defects shall include those which may affect the health and safety of the occupants or are fundamental to the soundness of the structures. Material defects shall not include routine maintenance and ordinary wear and tear. Any defects, whether material or not, which were open and obvious or which were previously disclosed to the Purchaser prior to final acceptance of the Purchase Agreement, shall not be the basis for cancellation of the Purchase Agreement. Should any material defects be found as a result of the inspection, the Seller shall have **three** (or _____) business days to respond in writing as to what steps will be taken to correct any material defects prior to closing. In the event the Seller refuses to remedy the defects, the Purchaser may agree to accept the property in its present condition or terminate said Purchase Agreement, in which case the deposit shall be refunded with no further releases required.

Date _____

Date _____

Purchaser

Seller

Purchaser

Seller

ADDENDUM TO PURCHASE AGREEMENT

The Seller and Buyer named in the Purchase Agreement dated _____
for the sale of _____
agree to the following terms in addition to or as amendments of those stated in the
original Agreement:

Date: _____

Date: _____

(seller)

(buyer)

(seller)

(buyer)

THE IMPORTANCE OF AN OWNER'S TITLE INSURANCE POLICY



DO I NEED AN OWNER'S TITLE INSURANCE POLICY?

Most definitely! Title Insurance is a means of protecting yourself from financial loss in the event that problems develop regarding the rights to ownership of your property. There may be hidden title defects that even the most careful title search will not reveal. In addition to protection from financial loss, Title Insurance pays the cost of defending against any covered claim.

HOW WILL OWNER'S TITLE INSURANCE PROTECT ME?

Some common examples of problems covered by an Owner's Title Insurance Policy include:

- Improper execution of documents
- Mistakes in recording or indexing of legal documents
- Forgeries and fraud
- Undisclosed or missing heirs
- Unpaid taxes and assessments
- Unpaid judgments and liens
- Unreleased mortgages
- Mental incompetence of grantors on the deed
- Impersonation of the true owners of the land by fraudulent persons
- Refusal of potential purchaser to accept title based upon condition of title

WHAT CAN MAKE THE TITLE TO MY HOME DEFECTIVE?

When you purchase your home, you take "title" to your property. Any number of problems that remain undisclosed after even the most meticulous search of public records can make a title defective. These hidden "defects" are dangerous indeed because you may not learn of them for many months or years. Yet they could force you to spend substantial sums on a legal defense and still result in the loss of your property.

WON'T THE LENDER'S TITLE INSURANCE POLICY PROTECT ME?

No, there are two types of Title Insurance. Your lender likely will require that you purchase a Lender's Title Insurance Policy. This policy only insures that the lender has a valid, enforceable lien on the property. Most lenders require this type of insurance, and typically require the borrower to pay for it.

An Owner's Title Insurance Policy, on the other hand, is designed to protect you from title defects that existed prior to the issue date of your policy. Title troubles, such as improper estate proceedings or pending legal action, could put your equity at serious risk. If a valid claim is filed, in addition to financial loss up to the face amount of the policy, your Owner's Title Insurance Policy covers the full cost of any legal defense of your title.

HOW MUCH DOES TITLE INSURANCE COST?

The one-time premium is directly related to the value of your home. Typically, it is less expensive than your annual auto insurance. It is a one-time only expense, paid when you purchase your home. Yet it continues to provide complete coverage for as long as you or your heirs own the property.



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