

Agency Disclosure Information for Buyers and Sellers

Company Nebraska Realty Agent Name David Matney

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered.

For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.htm>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

Limited Seller's Agent

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

Customer Only (list of services

provided to a customer, if any, on reverse side)

- **Agent does not work for you, agent works for another party or potential party to the transaction as:**
___ Limited Buyer's Agent ___ Limited Seller's Agent
___ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

___ Common Law Agent for ___ Buyer ___ Seller (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature) * (Date)

(Client or Customer Signature) * (Date)

(Print Client or Customer Name)

(Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): **David Matney 402.490-6771**

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. Init. Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and phone number:

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

Client or Customer name(s): _____

**Agency Disclosure
Common Law Agency Addendum
(Attach to Agency Disclosure)**

Company _____ Agent Name _____

Common Law Agent

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in the agency disclosure document and in Nebraska Statutes, Neb. Rev. Stat. § 76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer, tenant, seller, or landlord and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

If Agency relationship offered is Customer Only, and agent is acting as a common law agent for another party to the transaction please check the appropriate box below:

Agent will act as--

- ☐ Common Law Agent for the Buyer
- ☐ Common Law Agent for the Seller
- ☐ Common Law Agent for the Tenant
- ☐ Common Law Agent for the Landlord

I acknowledge that this addendum page and the additional information on common law agency has been presented to me (us):

(Client or Customer Signature) (Date) _____ (Date)

(Print Client or Customer Name) _____
(Print Client or Customer Name)



Omaha Area Board of REALTORS® EXCLUSIVE BUYER AGENCY AGREEMENT

This is a legally binding agreement. If not understood, seek legal advice.



Jane + John Doe (Buyer), contracts exclusively with Nebraska Realty (REALTOR®) for the purposes and under the terms set forth below, with the name of my specified limited Buyer's Agent to be David Matney. All responsibilities and duties of REALTOR® shall also be the Responsibilities and duties of the Buyer's Agents.

1. Exclusive Right to Conduct Negotiations. In consideration of REALTOR®'s agreement to use REALTOR®'s best efforts to locate a property for Buyer to purchase at a price and upon terms acceptable to Buyer, the Buyer, whether one or more, grants to REALTOR® the sole and exclusive right to conduct all negotiations for Buyer's purchase of real property described in general terms as follows:

2. Term of Agreement. The term of this Agreement shall begin 4-5-2021, and end 6-5-2021. Any renewal or extension of this Agreement shall be in writing and shall bear the

signature(s) of all parties to the original agreement. Buyer represents and covenants that Buyer has not engaged any other brokers or agents to represent Buyer.

3. Compensation of REALTOR® Buyer agrees to pay fees to REALTOR® for professional services rendered as shown in paragraph(s) # a, c following:

- a. **Property Subject to Listing Agreement with REALTOR®.** If the property is subject to a Listing Agreement with REALTOR®, all fees paid to REALTOR® shall be paid by Seller.
- b. **Property Subject to Listing Agreement with Another Company.** If Buyer enters into an agreement to buy a property subject to a Listing Agreement with any party other than REALTOR®, a fee of _____;
- c. **For Sale by Owner.** If Buyer enters into an agreement to buy a property not subject to a Listing Agreement, a fee of 2.4% of sale price;
- d. **Retainer.** A retainer fee of \$_____ due upon signing of this Agreement, which shall be deposited in REALTOR®'s trust account and held until the earlier of closing or the expiration of this Agreement. REALTOR® shall keep this fee even if Buyer does not acquire a property. However, this amount shall be applied as a credit to any other fees due from Buyer.
- e. **Hourly Rate.** Buyer will pay REALTOR® at the rate of \$_____ per hour for time spent by REALTOR® pursuant to this Agreement, to be paid when billed whether or not Buyer acquires a property. REALTOR® shall keep this fee even if Buyer does not acquire a property. However, this amount shall be applied as a credit to any other fees due from Buyer.

The fee stated in paragraphs (b) and (c) above is due and payable upon closing of the transaction even if Buyer does not use REALTOR®'s services. The fee shall apply to any transaction(s) made within 60 days after this Agreement expires or is terminated, unless Buyer enters into an Exclusive Buyer Agency Agreement with another real estate broker.

4. REALTOR® Compensation Disclosure. Buyer agrees that REALTOR® may accept a fee from the Seller or the Seller's Agent as a result of Buyer's purchase of a property. Any fee received from the Seller or Seller's Agent shall be disclosed to Buyer and applied as a credit to the fee due from the Buyer as shown above. Buyer agrees that any fee paid by Seller or Seller's Agent may exceed the fee due by this Agreement.

5. Failure to Close. If the Seller of a transaction made with Buyer fails to close the agreement through no fault of the Buyer, the fee owed to Buyer's Agent shall be waived. If Buyer refuses to close the transaction for any reason other than as agreed with the Seller in the original agreement, the fee shown above shall be due and payable immediately.

6. Dual Agency Disclosure. Buyer understands that REALTOR® currently serves as the agent for both Sellers and Buyers for the purpose of sale of real property, and Buyer is aware that REALTOR® may be the agent for a Seller of property that Buyer becomes interested in acquiring. If Buyer becomes interested in a property listed with REALTOR®, REALTOR® shall immediately notify Buyer that REALTOR® is serving as the agent of the Seller of the property. Buyer consents that REALTOR® may act as a Dual Agent in the sale of the listed property. If REALTOR® serves as a Dual Agent, REALTOR® shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. REALTOR® shall not make any other representations to Seller that would violate REALTOR®'s agency relationship with Buyer, nor any representations to Buyer that would violate REALTOR®'s agency relationship with Seller. Buyer acknowledges that if a Dual Agency exists, the ability of REALTOR® to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Buyer agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 9, a dual agent has the same duties and responsibilities of a limited agent to a buyer as stated in paragraph 7 and to a seller as stated in paragraph 8.

7. Duties and Obligations of Buyer's Agent. A REALTOR® representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR®; and
 - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

8. Duties and Obligations of Seller's Agent. A REALTOR® representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
 - (ii) Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR®; and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®;
- (d) To account in a timely manner for all money and property received.
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

9. Confidential Information. A REALTOR®, acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the Client without the Client's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's agent or a Seller's Agent for making any required or permitted disclosure.

10. Nondiscrimination Buyer and REALTOR® agree not to discriminate against any prospective Seller because of Seller's race, color, sex, religion, familial status, handicap, or national origin.

11. Copy of Agreement. Receipt of a copy of this Agreement is acknowledged.

Agent's Signature _____ date _____

Buyer's Signature _____ date _____

Agent's Telephone (Business) _____

Buyer's Address _____

Telephone (Residence/Cellular) _____

Buyer's Telephone (Residence) _____

Buyer's Telephone (Business) _____



Omaha Area Board of REALTORS®

INFORMED WRITTEN CONSENT AND LIMITED DUAL AGENCY AGREEMENT

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

The undersigned Buyer/Tenant and Seller/Landlord who are parties to the Sale/Lease of property (the "TRANSACTION") located at 1234 Main St Omaha, Nebraska, agree that this agreement entered into by Nebraska Realty, Broker, and executed by David Mahney, Licensee, on behalf of Broker and Licensee, permits the Broker and Licensee to serve as a Dual Agent in the TRANSACTION. It is understood that Broker and Licensee have entered into a written brokerage relationship with Seller/Landlord and either a written or statutory non-written brokerage relationship with Buyer/Tenant in this TRANSACTION and represent both Seller/Landlord and Buyer/Tenant. Seller/Landlord and Buyer/Tenant confirm their consent to this Dual Agency.

Nebraska law requires that certain statements and disclosures be made in writing when Dual Agency is undertaken and that a written agreement of Seller/Landlord and Buyer/Tenant be obtained permitting the Licensee to Serve as a Dual Agent. A Dual Agent is a limited agent for both the Seller/Landlord and Buyer/Tenant and has ALL of the duties and obligations outlined below as duties of an agent for the Seller/Landlord and those outlined below as duties of an agent for Buyer/Tenant:

1. POWERS AND DUTIES OF SELLER/LANDLORD AGENT. A Seller/Landlord's agent shall be a limited agent with the following duties and obligations:

- a. To perform the terms of any written agreement made with client;
- b. To exercise reasonable skill and care for client;
- c. To promote the interest of the client with the utmost good faith, loyalty and fidelity including:
 - i. Seeking the price and terms which are acceptable to Seller/Landlord except the Licensee shall not be obligated to seek additional offers to purchase/lease the property while the property is subject to a contract for sale or lease, or a letter of intent to lease;
 - ii. Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for sale or lease or letter of intent to lease;
 - iii. Disclosing in writing to the client all adverse material facts actually known by the Licensee; and
 - iv. Advising client to obtain expert advice as to material matters known by the Licensee but the specifics of which are beyond the expertise of the Licensee.
- d. To account in a timely manner for all money and property received;
- e. To comply with the requirements of agency relationships as defined in Nebraska Revised Statutes § 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or Act;
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations;
- g. The Licensee shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation;
- h. Licensee shall disclose in writing to any customer all adverse material facts actually known by the Licensee. The adverse material facts may include adverse material facts pertaining to:
 - i. Any environmental hazards affecting the property which are required by law to be disclosed;
 - ii. The physical condition of the property;
 - iii. Any material defects in the property;
 - iv. Any material defects in the title to the property; or
 - v. Any material limitation on either client's ability to perform under the terms of the contract.

2. POWERS AND DUTIES OF BUYER/TENANT AGENT. A Buyer/Tenant's Agent shall be a limited Agent with the following duties and obligations:

- a. To perform the terms of any written agreement made with client;
- b. To exercise reasonable skill and care for client;
- c. To promote the interest of the client with the utmost good faith, loyalty and fidelity including:
 - i. Seeking the price and terms which are acceptable to Buyer/Tenant except that the Licensee shall not be obligated to seek other properties while Buyer/Tenant is a party to a contract to purchase property or to a lease or letter of intent to lease property;
 - ii. Presenting all written offers to and from the client in a timely manner regardless of whether Buyer/Tenant is already a party to a contract to purchase property or a contract or letter of intent to lease property;
 - iii. Disclosing in writing to the client all adverse material facts actually known by the Licensee; and
 - iv. Advising client to obtain expert advice as to material matters known by the Licensee but the specifics of which are beyond the expertise of the Licensee.
- d. To account in a timely manner for all money and property received;
- e. To comply with the requirements of agency relationships as defined in Nebraska Revised Statutes § 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or Act;
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations;
- g. The Licensee shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation;
- h. Licensee shall disclose in writing to any customer all adverse material facts actually known by the Licensee. The adverse material facts may include adverse material facts concerning a client's financial ability to perform the terms of the TRANSACTION.

Informed Written Consent and Limited Dual Agency Agreement –cont

3. **DISCLOSURE OF INFORMATION BY DUAL AGENT.** A Dual Agent may disclose any information to one client that is gained from the other, if the information is relevant to the TRANSACTION or the client, except, a Dual Agent shall not disclose to one client any confidential information about the other client, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation. In addition, the following cannot be disclosed by a Dual Agent without the informed written consent of the client to whom the information pertains:
- that the Seller/Landlord is willing to accept less than the asking price or lease rate for the property;
 - that the Buyer/Tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - the motivating factors for buying, selling or leasing;
 - that the Seller/Landlord or Buyer/Tenant will agree to financing terms other than those offered.
4. **COMPENSATION DISCLOSURE.** Nebraska Realty, Broker, may accept compensation or profits from any entity participating in or providing services for the sale.
5. Seller/Landlord and Buyer/Tenant understand and agree that the professional fee to be paid to Nebraska Realty in connection with this TRANSACTION will be paid by Seller/Landlord.

IN WITNESS WHEREOF, the undersigned parties executed this AGREEMENT, consisting of 2 pages.

<u>Buyer/Tenant</u>	<u>Date</u>	<u>Seller/Landlord</u>	<u>Date</u>
<u>Buyer/Tenant</u>	<u>Date</u>	<u>Seller/Landlord</u>	<u>Date</u>
* <u>Licensee (Limited Dual Agent)</u>	<u>Date</u>	* <u>Broker</u>	<u>Date</u>

1234 Main St

Property Address:



OMAHA AREA BOARD OF REALTORS® LISTING CONTRACT



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

Form Approved by the Great Plains REALTORS® Multiple Listing Service, Inc. and the Omaha Area Board of REALTORS®
Commission rates and contract terms are subject to negotiation between the Broker and the Seller

1. **NAME OF BROKER FIRM ("Broker"):** Nebraska Realty Nebraska.
2. **APPOINTMENT OF BROKER:** In consideration of Broker's agreement to list and offer for sale the property described below, and to use Broker's efforts to find a purchaser therefore, Seller (whether one or more) hereby gives Broker the sole and exclusive right for sale of real property legally described as

Lot 57 Willow Wood Replat

also known as: Address 1234 Main St City Omaha State NE Zip 68104

3. **DUTIES AND RESPONSIBILITIES OF BROKER:** Broker shall have the following duties and obligations.
 - a.) To perform the terms of this agreement;
 - b.) To exercise reasonable skill and care for Seller;
 - c.) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - 1.) Seeking the price and terms which are acceptable to Seller except that Broker shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale;
 - 2.) Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale;
 - 3.) Disclosing in writing to Seller all adverse material facts actually known by Broker, and
 - 4.) Advising Seller to obtain expert advice as to material matters of that which Broker knows but the specifics of which are beyond the expertise of Broker;
 - d.) To account in a timely manner for all money and property received;
 - e.) To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. 76-2401 through 76-2430, the Nebraska Real Estate license act, and any rules or regulations promulgated pursuant to such sections or act; and
 - f.) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. **DUTIES AND RESPONSIBILITIES OF SELLER'S LIMITED AGENT AS A LIMITED DUAL AGENT:** Seller's Limited Agent (as described below) has disclosed to Seller that Broker permits Seller's Limited Agent to act as an agent for sellers of property or for buyers of property, and with the informed written consent of both the seller and buyer of a particular property, to act as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever a Seller's Limited Agent is also representing a buyer when that buyer becomes interested in acquiring Seller's property. Seller consents to Seller's Limited Agent also serving as an agent of the buyer for Seller's property and acknowledges that Seller's Limited Agent will then be a Limited Dual Agent of both Seller and buyer, serving both Seller and buyer as clients. As a Limited Dual Agent, Seller's Agent will owe to the buyer the following duties and obligations as a buyer's Agent:

- a.) To perform the terms of the written agreement made with the buyer;
- b.) To exercise reasonable skill and care for the buyer;
- c.) To promote the interests of the buyer with utmost good faith, loyalty, and fidelity, including:
 - 1.) Seeking a price and terms which are acceptable to the buyer, except that the licensee shall not be obligated to seek other properties while the buyer is a party to a contract to purchase property;
 - 2.) Presenting all written offers to and from the buyer in a timely manner regardless of whether the buyer is already a party to a contract to purchase property;
 - 3.) Disclosing in writing to the buyer adverse material facts actually known by the buyer's Limited Agent;
 - 4.) Advising the buyer to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the buyer's Limited Agent;
- d.) To account in a timely manner for all money and property received;
- e.) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License act, and any rules and regulations promulgated pursuant to such sections or act; and
- f.) Comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations

As a limited Dual Agent, Seller's Limited Agent also continues to owe Seller the duties and obligations as a Seller's Limited Agent set out in paragraph 3, and the Seller's Limited Agent also continues to owe to buyer the duties and obligations as a buyer's Limited Agent described above, except that a Limited Dual Agent can disclose to one client any information the Limited Dual Agent has gained from the other client which is relevant to the transaction or client, provided that Limited Dual Agent cannot disclose, without the informed written consent of the client to whom the information pertains:

- a.) That Seller is willing to accept less than the asking price for the property;
- b.) That buyer is willing to pay more than the purchase price offered for the property;
- c.) What the motivating factors are for any client buying or selling the property;
- d.) That either client will agree to financing terms other than those offered by that client;
- e.) Any other confidential information about the client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation. In the event that Seller's Limited Agent becomes a Limited Dual Agent, Seller's Limited Agent will prepare and present to Seller an Informed Written Consent at or before the time an offer to or from the buyer is first presented. The Informed Written Consent will identify the buyer and disclose the compensation agreement between Seller's Limited Agent and buyer, if any. Seller's Limited Agent will be allowed to continue in the transaction as a Limited Dual Agent only if the Informed Written Consent is signed by both Seller and Buyer.

5. **CONFIDENTIAL INFORMATION AND ADVERSE MATERIAL FACTS:** Broker shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. Broker is required to disclose adverse material facts to any prospective purchaser. Adverse material facts may include any environmental hazards affecting the property which are required by law to be disclosed, physical condition of the property, any material defects in the property, any material defects in the title to the property, or any material limitation on Seller's ability to perform under the terms of the contract.

6. **LISTING PERIOD:** The term of this contract shall begin 4-5-2021 and continue through 8-28-2021 (Expiration Date).

7. **PRICE AND TERMS:** The listing price for the property shall be three hundred thousand dollars (\$ 300,000) on the following terms: ☒ Cash,

Listing Contract - cont.

☒ Conventional, ☐ PMI, ☐ Seller Financing, ☐ Loan Assumption, ☒ FHA, ☒ VA (Release Required ☐ Y ☒ N ☒)
(Substitution Required ☐ Y ☒ N), or any other price, terms, including but not limited to exchange option or other method, acceptable to the Seller.

8. **COMMISSION:** Seller agrees to pay Broker a cash commission of 6% of gross sales price

This commission shall be payable on the happening of any one or more of the following events:

- (a) if a sale or exchange is made, or purchaser found, who is ready, willing and able to purchase or exchange the Property, before the Expiration Date of this listing, or
 - (b) if a purchaser is found who executes an option to purchase or a lease with option to purchase or land contract ("Option") and if the Option is subsequently exercised, whether or not the Option is exercised during the term of this Listing Contract, by Broker, Seller or any other person at the above price and terms or for any other price and terms Seller may agree to accept, or
 - (c) if this agreement is revoked or violated by Seller, or
 - (d) if Broker is prevented in closing the sale of this Property by existing claims, liens, judgments or suits pending against the Property, or the Seller thereof, or
 - (e) if Broker is unfairly hindered by Seller in the showing of or attempting to sell the Property before the Expiration Date, or
 - (f) if within 90 days after the Expiration Date of this listing Seller conveys, exchanges or options the Property to anyone due to Broker's efforts or advertising, performed under this Listing Contract, unless the Property is listed with another Broker.
- Seller authorizes Broker to compensate ☒ Seller's Subagents; ☒ Purchaser's Agents; ☒ Agents acting for both Purchaser and Seller (Dual Agents).

9. **EQUAL OPPORTUNITY:** The Property, as required by law, is offered without respect to race, color, religion, sex, handicap or disability, familial status, national origin, or age.

10. **PRICE TO INCLUDE:** The Price shall include all attached equipment and fixtures, except none

11. **PERSONAL PROPERTY:** The following personal property shall be included in the sale stove, frig, dishwasher
disposal, window coverings

12. **SMOKE DETECTORS:** Prior to closing, Seller agrees to install at Seller's expense any smoke detectors required by law.

13. **SELLER PROPERTY CONDITION DISCLOSURE STATEMENT:** Seller represents to the Broker, solely for the purposes of this Listing Contract, that Seller has completed the Seller Property Condition Disclosure Statement fully and correctly to the best of the Seller's knowledge. Seller further states that all oral representations made to Broker are accurate. Broker shall not accept nor attempt to solicit any offers to purchase until the Seller Property Condition Disclosure Statement is completed by Seller and received by Broker.

14. **SELLER'S CERTIFICATION:** Seller certifies that to the best of Seller's knowledge, information and belief, the following describes the true condition of the Property:

- a.) All items set forth in paragraphs 10 and 11 above to be included in the sale are and will be in good working order on possession;
- b.) There are no structural defects, either latent or apparent;
- c.) There is no evidence of wood infestation on the Property; and
- d.) The lower level or basement level of all structures are free from leakage or seepage of water;
- e.) There are no known conditions present or existing with respect to the Property, unless provided in writing, which may give rise to create Environmental Hazards or Liabilities, and that there are no enforcement actions pending or threatened in connection therewith. Seller agrees to inform Broker if any such Environmental Hazards or Liabilities are discovered during the term of this Listing Contract or any extension thereof, and to provide Broker with full information with respect thereto. However, if any of the above conditions are found on the Property and it is known or discovered that any such condition existed prior to closing, Seller agrees to indemnify and hold harmless Broker, and Broker's salespersons, employees, associate brokers, cooperating broker or purchaser's representative ("Broker Et Al"), from any and all causes of action, loss, damage or expense to which Broker Et Al may be subject in connection with this paragraph.

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

16. **EARNEST DEPOSIT ("Deposit"):** Broker is authorized to receive and deposit in a trust account Earnest Deposit money from prospective purchasers making written offers to acquire the Property, and Broker shall retain same until the closing unless transferred to an Escrow Agent. In the event of a dispute over the return or forfeiture of any Deposit held by the Broker/Escrow Agent, the Broker/Escrow Agent shall continue to hold the Deposit in its trust account until Broker/Escrow Agent has a written release from all parties consenting to its disposition or until a civil action is filed to determine its disposition at which time the Broker/Escrow Agent may pay it into court. If the Deposit is forfeited by a purchaser, after Broker's expenses are deducted, Seller shall receive one-half (1/2) and Broker one-half (1/2), to apply to damages which the Seller and Broker may suffer as a result of the default by purchaser.

17. **ESCROW AGENT:** Seller agrees that the closing of any sale made by Broker may be handled by an escrow agent ("Escrow Agent") and that the fee charged by the Escrow Agent shall be equally divided between purchaser and Seller, unless purchaser is obtaining a VA or FHA loan, then cost of the Escrow Agent shall be paid by Seller.

18. **TITLE AND CONVEYANCE:** Seller agrees to furnish a title Insurance commitment if necessary to complete the sale and to pay any expense incurred in perfecting the title in case the same is found defective, and convey, within a reasonable period from date of sale. Conveyance of the Property shall be by warranty deed or only executed by all persons having any interest therein or necessary to convey marketable title, and clear of all encumbrances except easements, deed restrictions, and covenants of record.

19. **POSSESSION:** Possession to be given at Closing or _____

20. **KEYS AND LOCK BOX:** Seller grants Broker permission to install and use a lock box containing a key to the Property. Seller acknowledges that:

- a.) A lock box and any other keys available to Broker will permit access to the Property by Broker and cooperating Brokers and their agents together with potential purchasers;
- b.) Seller will maintain in force adequate insurance to protect Seller in the event of any damage, loss or claims arising from entry to the Property by persons through the above use of the key and agrees to hold the Broker harmless from any loss, claim, or damage resulting therefrom;
- c.) Seller will obtain and provide to Broker written permission from the occupant of the Property, if it is a person other than the Seller, allowing showings as described above, after giving occupant notice;
- d.) Seller authorizes Broker to allow access to the property by other persons, including but not limited to appraisers, inspectors, utility company personnel, and others as necessary to complete a sale.

21. **MULTIPLE LISTING SERVICE ("MLS") AUTHORITY:** Seller authorizes Broker to process, advertise and distribute information about the Property through the MLS to its subscribers. Seller ☐ does, ☒ does not want their name and telephone number in the MLS allowing cooperating agents to call the Seller directly for showing appointments. Seller authorizes Broker to release all information regarding the completed sale of the Property

Listing Contract - cont.

to the Omaha Area Board of REALTORS®, Inc. and its assigns. The Seller agrees that the information provided to any multiple listing service will be accessible by other REALTORS® and subscribers to the Great Plains REALTORS® Multiple Listing Service, Inc., and Seller agrees to the release of this information to the REALTORS®, salespersons and brokers associated with the Designated REALTORS®, and any other entity approved by the Board of Directors of the Great Plains REALTORS® Multiple Listing Service, Inc.

22. **SIGNS AND ADVERTISING:** Broker is authorized to advertise and promote the sale of the Property, erect a "For Sale" sign thereon, and when sold, to place a "Sold" sign thereon, except where prohibited by law.

23. **REMUNERATION:** Seller acknowledges and understands that Broker and/or its agents may receive financial remuneration from the sale of title insurance or other forms of insurance or services.

24. **RELEASE OF LOAN INFORMATION:** Seller authorizes their present lender to provide Broker information regarding the status of loan # _____, Lender: _____

Address: _____ Phone #: _____

If Seller's loan is an FHA loan secured on or before August 2, 1985, Seller understands that Seller must give written notice of payoff to their lender at least one full calendar month prior to actually paying off the loan to avoid lender charging Seller an additional 30 days of interest.

* 25. **HOME WARRANTY:** (Initial one):

Home Warranty coverage accepted by Seller, Plan selected is _____ (\$ _____)

Home Warranty coverage which was presented to Seller is rejected.

* 26. **HOME INSPECTION:** (Initial one):

Seller elects to have a home inspection performed by _____

Seller rejects a home inspection.

27. **ACKNOWLEDGMENTS:** For the purpose of this Listing Contract, the affiliated licensee(s) signing below as "Agent" shall constitute the specific Seller's Limited Agent, together with such other licensee(s) affiliated with Broker as may be assigned by Broker in writing. The affiliated licensee(s) named and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Listing Contract as Seller's Limited Agents. All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent. Seller and Broker acknowledge that they have read this contract, that all information contained in this contract is true and accurate to the best of their knowledge and they have each received a copy of the executed contract. Seller acknowledges Broker has advised Seller as to Broker's policies regarding cooperation with and the amount(s) of compensation that will be offered to subagents, buyer agents, and others. Time is of the essence of this Listing Contract.

28. **PRICE CHANGE AUTHORIZATION:** Seller and Broker hereby mutually agree to waive any signature requirement for subsequent price changes. Under Seller's direction provided in writing, by fax or by email, Seller authorizes Broker to make changes to this listing price.

29. _____

IN WITNESS WHEREOF, the undersigned parties executed this AGREEMENT, consisting of three pages.

Date: 4-5-2021

Nebraska Realty

(Name of Broker or Firm)

17117 Burt St 402-491-0100

(Broker Address)

(Office Phone)

Omaha NE 68118

(City)

(State)

(Zip)

By: _____

(Seller's Limited Agent Signature)

(Seller Name Typed/Printed)

* (Seller Signature)

* (Seller Signature)

(Seller Address)

(Seller Home Phone)

(Office Phone)

1234 Main St Omaha NE

Property Address:

All sellers must sign!

Seller email: _____



OMAHA AREA BOARD OF REALTORS®

WIRE FRAUD NOTICE

This Addendum is made a part of the Omaha Area Board of Realtors Uniform Purchase Agreement dated 4-6-2021, relating to the property address of 1234 Main St Omaha NE

NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS:

Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

* Seller: _____
Date: _____

* Buyer: _____
Date: _____

* Seller: _____
Date: _____

* Buyer: _____
Date: _____



Great Plains Regional MLS "No-Show" Status Listing Addendum

Property Address: 1234 Main St
Listing Office: Nebraska Realty
Listing Agent's Name: David Mahney
List Date on Listing Agreement: 4-5-2021

Please carefully read and initial each statement below and sign and date the bottom portion.

1. I/We give permission to the real estate brokerage and the agent listing the property to enter information in the Great Plains Regional MLS utilizing the "No-Show" status, a pre-showing status where the property is not available for showing, but the listing contract is in effect.

Listing Agent DM Seller [Redacted] Seller [Redacted]

2. I/We acknowledge that my property cannot be shown to prospective buyers or agents while in the "No-Show" status. Before my property can be shown to anyone, the property's status in Great Plains Regional MLS must be changed to "Active".

Listing Agent DM Seller [Redacted] Seller [Redacted]

3. I/We acknowledge that properties in the "No Show" status are only available to agents/brokers in the MLS, are not available on public websites and are not included in MLS auto-notifications to clients until they are available for showing, and that Days on Market will not accumulate while my property is in the "No-Show" status.

Listing Agent DM Seller [Redacted] Seller [Redacted]

I/We request that all showings for my property to prospective buyers or agents be delayed until:

4-12-2021 **(Available to Show Date).**

* Seller Signature: [Redacted]

Date: [Redacted]

* Seller Signature: [Redacted]

Date: [Redacted]

Listing Agent Signature: [Signature]

Date: 4-5-2021

Broker/Manager Signature:

Date: _____

This form is not required to be filed with the MLS office.



Great Plains Regional MLS

Office Exclusive Listing Addendum

Property Address: _____

Listing Office: _____

Listing Agent's Name: _____

List Date on Listing Agreement: _____

The Great Plains Regional MLS (GPRMLS) wants you to understand that cooperation between real estate agents maximizes market exposure to potential buyers for your property. Exposure through the MLS system is very likely in your best interest and it is important that you make an informed decision. The highest price for a property is normally achieved when the property is exposed to the largest pool of interested buyers.

Properties must be input into the MLS by agents and brokers unless the seller(s) requests that the listing be withheld from the MLS.



Please carefully read and initial each statement below and sign and date the bottom portion.

1. I/We acknowledge that by selecting not to allow the real estate brokerage or the agent listing my property to enter my property in the MLS, that it may only be shared within the real estate brokerage listing the property.

Listing Agent _____ Seller _____ Seller _____

2. I/We acknowledge that my property cannot be publically marketed in any way to any individual outside of the real estate brokerage listing my property, including but not limited to: flyers displayed in windows, yard signs, digital marketing on public facing websites (including social media), brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Listing Agent _____ Seller _____ Seller _____

3. I/We acknowledge that should my property be publically marketed and/or promoted in any way, the property must then be entered into the GPRMLS within 1 business day of marketing or promotion, and "Days on Market" will accumulate from the List Date on the Listing Agreement.

Listing Agent _____ Seller _____ Seller _____

I/We do not give permission to the real estate brokerage or the agent listing the property to utilize the MLS to share information about my property.

Seller Signature: _____

Date: _____

Seller Signature: _____

Date: _____

Listing Agent Signature: _____

Date: _____

Broker/Manager Signature: _____

Date: _____

Completed Office Exclusive Listing Forms and the corresponding Listing Agreement must be sent to Data@GPRMLS.com within two business days of the list date on the Listing Agreement.



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? ☐ YES ☐ NO If yes, how long has the seller occupied the property? _____ year(s) If no, has the seller ever occupied the property? ☐ YES ☐ NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 1234 Main St
in the city of Omaha, County of Douglas, State of Nebraska and legally described as:

Lot 57 Willow Wood Replat

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.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				
2. Clothes Dryer				
3. Clothes Washer				
4. Dishwasher				
5. Garbage Disposal				
6. Freezer				
7. Oven				
8. Range				
9. Cooktop				
10. Microwave oven				
11. Built-in vacuum system and equipment				
12. Range ventilation systems				
13. Gas grill				
14. Room air conditioner (_____ number)				
15. TV antenna / Satellite dish				
16. Trash compactor				

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity AMP Capacity (if known) fuse _____ circuit breakers				
2. Ceiling fan(s) (_____ number)				
3. Garage door opener(s) (_____ number)				
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (_____ number)				
6. Telephone wiring and jacks				
7. Cable TV wiring and jacks				
8. Intercom or sound system wiring				
9. Built-in speakers				
10. Smoke detectors (_____ number)				
11. Fire alarm				
12. Carbon Monoxide Alarm (_____ number)				
13. Room ventilation/exhaust fan (_____ number)				
14. 220 volt service				
15. Security System <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Central station monitoring				
16. Have you experienced any problems with the electrical system or its components? <input type="checkbox"/> YES <input type="checkbox"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials / Property Address 1234 Main St Buyer's Initials 11 /

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Central air conditioning _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system _____ year installed (if known) <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other (specify _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace insert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Gas log (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heat pump _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Propane Tank _____ year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Wood-burning stove _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plumbing (water supply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. a. Underground sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Back-flow prevention system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Water heater _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Water softener <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

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

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials / Property Address 1234 Main St Buyer's Initials 12 /

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is there a party wall agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the real property in a floodway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input type="checkbox"/> public <input type="checkbox"/> private	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when? ____/____/____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Were all repairs related to the above claims completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Servicing of furnace		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) System		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials / Property Address 1234 Main StBuyer's Initials 13 /



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.

Part II Sect A # 6 In 2016 we had roof replaced due to hail damage. Roof was replaced, no issues since.

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 (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(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 (check (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 (Initial)**

(c) ☐ Purchaser has received copies of all information listed above.

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

(e) Purchaser has (check (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)

(f) DM 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.

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.

<u>Seller</u>	Date	<u>Seller</u>	Date
<u>Purchaser</u>	Date	<u>Purchaser</u>	Date
<u>Agent</u>	Date	<u>Agent</u>	Date

(Handwritten signatures and date 4-5-2021 are present in the original document)

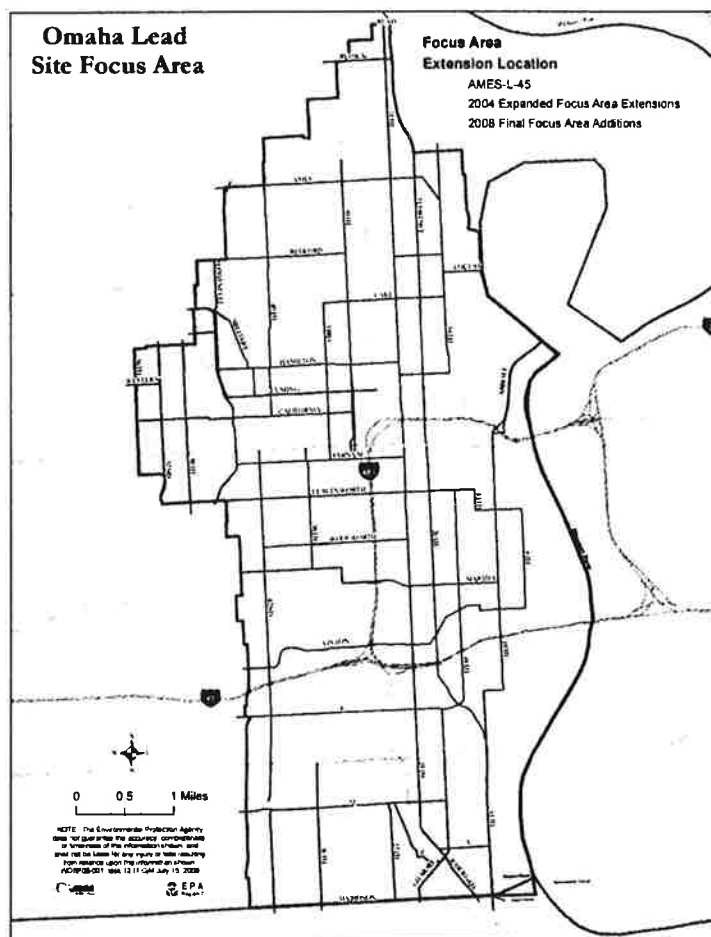


11830 Nicholas Street | Omaha, Nebraska 68154 | Office 402-619-5555 | Fax 402-619-5559 | www.OABR.com

Omaha Lead Site Focus Area



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



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

Seller

Date



Purchaser

Date

Seller

Date



Purchaser

Date

MAP <http://www.oabrdocs.com/2013/UpdatedExtendedFocusArea2008>

GREAT PLAINS REGIONAL MLS - ALL PROPERTY TYPES - STATUS CHANGE FORM

Listing # 20210612 **Property Address:** 1234 Main St

Agent Name: David Mahney **Agent Phone:** 402-490-6771 **Change Date:** _____

*Asterisk Denotes Required Field

<p>* Price Change</p> <p>*New List/Lease Price</p> <p>_____</p>	<p>* Extend Expiration Date</p> <p>*New Expiration Date</p> <p>_____</p>	<p>* Cancel Listing</p> <p>*Cancellation Date</p> <p>_____</p>
<p>Fell Through</p> <p>Listing automatically becomes Off-Market when this status change is entered.</p> <p>*Fell Through Date</p> <p>_____</p>	<p>Back on Market</p> <p>Expiration Date</p> <p>_____</p> <p>New List/Lease Price</p> <p>_____</p>	<p>Active – No Show</p> <p>*Available to Show Date</p> <p>_____</p>

*** Pending**

*Contract Date	*Selling Agent 1 MLS ID #	*Selling Agent 2 MLS ID #
_____	_____	_____
*Proposed Closing Date	*Selling Office 1 MLS ID #	*Selling Office 2 MLS ID #
_____	_____	_____
Contingent Date	Contingent Expiration Date	
_____	_____	

Leased / Rented

*Leased Price	*Closing Date	*Selling Agent 1 MLS ID #	*Selling Agent 2 MLS ID #
_____	_____	_____	_____
*Contract Date		*Selling Office 1 MLS ID #	*Selling Office 2 MLS ID #
_____		_____	_____

<p>* Sold</p> <p>*How Sold</p> <p><input type="checkbox"/> Private Financing</p> <p><input type="checkbox"/> FHA</p> <p><input type="checkbox"/> VA</p> <p><input checked="" type="checkbox"/> Conventional</p> <p><input type="checkbox"/> FmHA</p> <p><input type="checkbox"/> Seller Assistance</p> <p><input type="checkbox"/> Loan Assumption</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> Other</p>	<p>*Contract Date</p> <p>_____</p> <p>*Closing Date</p> <p>_____</p> <p>*Sold Price</p> <p>_____</p>	<p>*Selling Agent 1 MLS ID#</p> <p>_____</p> <p>*Selling Office 1 MLS ID #</p> <p>_____</p> <p>Selling Agent 2 MLS ID#</p> <p>_____</p> <p>Selling Office 2 MLS ID #</p> <p>_____</p>	<p>Loan Amount</p> <p>_____</p> <p>Interest Rate %</p> <p>_____</p> <p>Term of Loan</p> <p>_____</p> <p>Sellers Cost</p> <p>_____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Seller's Signature _____</p> <p>Seller's Signature _____</p> <p>Agent's Signature _____</p>	<p>Date: _____</p> <p>Date: _____</p> <p>Date: _____</p>
---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

Updated 2/27/19

GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT



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

The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

Nebraska Realty, REALTORS® (Broker) Date: 4-6-2021 ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 1234 Main St City: Omaha State: NE ZipCode: 68104

2. Legal Description (Property): Lot 57 Willow Wood Replat as surveyed, platted and recorded in Douglas County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: ☒ range ☒ oven ☒ refrigerator ☒ microwave ☒ dishwasher ☒ all window coverings ☒ all window covering hardware ☒ all light fixtures ☒ all ceiling fans ☐ washer ☐ dryer ☒ all TV mounts ☒ garage door opener(s) with 2 remotes ☐ outdoor play equipment ☐ propane tank (unless rented) ☒ storage shed ☒ work bench ☐ security cameras (unless rented) ☐ video doorbells ☐ digital/smart thermostats and light switches ☒ shelving located in garage, other (list in space) _____, all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

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

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of two hundred and forty thousand DOLLARS (\$ 240,000) on the following terms: \$ 2000 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows:

☒ delivered with this Agreement ☐ to be delivered later (If to be delivered later, see Section 10) ☐ to be delivered within _____ hours of final acceptance of this Agreement. Earnest Money payable to ☒ Escrow Agent ☐ Purchaser Broker ☐ Seller Broker ☐ Seller.

Delivered by: Jane Doe Date: 4-6-21 Received by: David Mahney Date: 4-6-21
Name Name

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

PROPERTY ADDRESS: 1234 Main St

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller's option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time. In the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

☐ **8.1 All Cash:** Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

☒ **8.2 Conditional Upon Financing:** This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

☒ **8.2.1 Terms of Financing.** Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, 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 first mortgage or deed of trust, on above described Property in the amount of \$ 192,000. The financing will be (select one) ☐ VA, ☐ FHA, ☒ CONVENTIONAL, ☐ USDA or ☐ _____, ☐ check here if loan to be NIFA qualified and for an initial interest rate not exceeding 3 % per annum, plus mortgage insurance. Financing will be for a period of not less than 30 years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

☐ **Seller Financing:** - See attached addendum ☐ **Loan Assumption:** - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

☒ US Bank DB Cooper 402-867-5309, or

 Company Name Loan Officer Name Phone Number

☐ _____, or

 Company Name Loan Officer Name Phone Number

☐ _____

 Company Name Loan Officer Name Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

☐ **9.1. Contingent Upon Sale and Closing:** This offer is contingent upon the sale and closing of Purchaser's property ☐ to be listed by _____ located at: _____ ☐ See attached addendum.

☐ **9.2. Contingent Upon Closing of Purchaser's Property Currently Under Contract:** This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____ scheduled to close on approximately _____ (date).

PROPERTY ADDRESS: 1234 Main St

If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

11. Taxes: If the Property is located in **Douglas or Sarpy County, Nebraska**, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are 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 (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of ☒ Closing, ☐ possession or ☐ _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to ☒ Aksarben Title, ☐ _____, or ☐ _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or ☐ _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or ☐ _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be May 7, 2021, and possession date shall be ☒ Closing Date, or ☐ _____. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

PROPERTY ADDRESS: 1234 Main St

by the Seller. Escrow Agent shall be ☒ Aksarben Title, ☐ _____, or ☐ _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. Survey: Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- ☐ 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
☐ 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
☐ 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
☒ 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. Home Warranty Acknowledgment: Purchaser has been advised of the availability of Home warranty.

- ☐ Purchaser shall receive a home warranty, provided at the expense of ☐ Purchaser ☐ Seller or ☐ _____. Purchaser selects the warranty type ☐ Non-Evaluated Warranty ☐ Evaluated Warranty (if available) with No Exclusions*. Cost is \$_____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.) Home warranty provider shall be ☐ _____, ☐ _____, or ☐ _____.
☒ Home warranty coverage rejected by Purchaser.

17. Wood Infestation: Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by ☒ Bugz, ☐ _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed ☒ 2% or ☐ _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. Property Inspections: Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- ☒ Purchaser elects NOT to obtain Property inspections.
☐ Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;

or

18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

PROPERTY ADDRESS: 1234 Main St

18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **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, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. Utilities: Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.

21. Condition of Property: Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 2 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. Rents, Leases and Tax Deferred Exchange: All leases and rents shall be current and not in default 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 within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

PROPERTY ADDRESS: 1234 Main St

23. Homeowners Association and Protective Covenants: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. Release of Information: Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. Government Required Actions and Disclosures:

25.1 Seller Property Condition Disclosure: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. Lead Based Paint: Was property built before 1978? ☒ Yes ☐ No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. SID: Is the property located within an SID? ☐ Yes ☒ No. Purchaser understands that this Property is located within S.I.D. # . If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 Fair Housing. It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 Safety: Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

25.6. Affiliated Business Arrangements: Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. Insurance and Property Damage: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or , Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. Notice, Delivery and Time. Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

PROPERTY ADDRESS: 1234 Main St

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

29. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. Compensation of Selling Broker: Purchaser shall pay Selling Broker compensation of \$ 495 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. Arbitration and Mediation:

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

PROPERTY ADDRESS: 1234 Main St

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

☐ Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials: _____

32. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before _____, 20____, at _____ o'clock _____ M., prevailing local time.

33. **List of Attachments and Addenda, and Disclosures.** Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

☐ HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller

☒ Seller Property Condition Disclosure Statement Signed and Dated 4-5-21

☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

☐ Limited Dual Agency Agreement

☐ S.I.D. Statement

☒ Preapproval/Prequalification Letter

☐ FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker

☒ Affiliated Business Arrangement Disclosure

☒ Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed) _____

Purchaser's Name (Printed) _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____

Phone: _____

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Jane and John Doe (JTWOS)

☐ Single Individual(s) ☐ Married Individual(s) ☒ A Married Couple ☐ Other

PROPERTY ADDRESS: 1234 Main St

PURCHASER AGENT INFO

REALTOR® (Company Name), Broker

AGENT NAME (Printed)

OFFICE ADDRESS

AGENT E-MAIL ADDRESS

OFFICE MLS ID #

AGENT MLS ID # / AGENT NREC LICENSE #

OFFICE PHONE #

AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on April 6, 2021, at 1 o'clock PM, M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Offer accepted as written except purchase price to be \$250,000. All other terms and conditions to remain the same. This offer expires 4-6-2021 at 6 PM.

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller:

Seller:

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.

Seller is: ☐ Single Individual(s) ☐ Married Individual(s) ☒ A Married Couple ☐ A Legal Entity.

SELLER AGENT INFO

Nebraska Realty

REALTOR® (Company Name), Broker

17117 Burt St Omaha NE 68118

OFFICE ADDRESS

7900

OFFICE MLS ID #

402-491-0100

OFFICE PHONE #

David Matney

AGENT NAME (Printed)

davidmatney@nebraskarealty.com

AGENT E-MAIL ADDRESS

962522, 20050665

AGENT MLS ID # / AGENT NREC LICENSE #

402-490-6771

AGENT PHONE #

PROPERTY ADDRESS: 1234 Main St

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on April 6, 2021, at 4 o'clock PM M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Offer accepted as written.

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: _____

Purchaser: _____

Purchaser's Name (Printed) _____

Purchaser's Name (Printed) _____

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- ☐ accepts the terms above.
☐ makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller: _____

Seller's Name (Printed) _____

Seller's Name (Printed) _____

PROPERTY ADDRESS: 1234 Main St



REALTOR® OMAHA AREA BOARD OF REALTORS®

WIRE FRAUD NOTICE

This Addendum is made a part of the Omaha Area Board of Realtors Uniform Purchase Agreement dated April 6, 2021 relating to the property address of 1234 Main St.

NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS:

Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

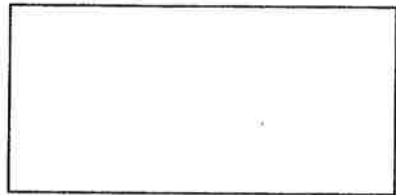
In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Seller: _____
Date: _____

Buyer: _____
Date: _____

Seller: _____
Date: _____

Buyer: _____
Date: _____



**Authorization to Release Closing Disclosure
and ALTA Settlement Statements to Real Estate Agents**

Address: 1234 Main St Omaha NE 68104

The Buyer and Seller of the property described in this Purchase Agreement hereby acknowledge that as a matter of state and/or federal law, Personally Identifiable Information (PII) may be or will be included in the documents relating to this sale and purchase. Congress, the Federal Consumer Finance Protection Bureau, the Federal Department of Housing and Urban Development (through RESPA and related enactments), and other state and federal agencies have enacted statutes, rules, and regulations protecting PII. These provisions may prohibit the Title Agency and the buyer's Lender from distributing any documents which may contain PII. This prohibition adversely impacts an informed review of the closing documents and therefore the closing process.

The Buyer and Seller therefore stipulate and agree that by signing this authorization the prohibitions against disclosure of PII is waived to the limited extent that the Title Agency is authorized and direct to provide preliminary and final copies of the Closing Disclosure Statement and any related documents, as well as the ALTA Settlement and Closing Statements, to the Buyer's and Seller's Lenders upon request, and to each of the Real Estate Agent or Agents and their Brokers representing Buyer and/or Seller so as to facilitate the informed review of these documents and the process, to include correct debits/credits for Closing Costs, Real Estate Commission, Broker Administrative Fees and Costs, Documentary Stamp Taxes, etc. The Parties accordingly hold the Buyers Lender and the Title Agency harmless from any disclosures of PII to the above named individuals and entities.

[Signature Line]

Buyer

[Signature Line]

Seller

[Signature Line]

Buyer

[Signature Line]

Seller

Date

Date



REALTOR®
EQUAL HOUSING OPPORTUNITY

**This Addendum shall be an integral part of the Purchase Agreement described below.
Buyer and Seller agree that the Purchase Agreement is expressly conditioned upon the terms of this addendum.
To the extent that this modifies the Purchase Agreement, this Agreement controls.**

Buyer: Jane and John Doe
 Seller: Sam and Sally Seller
 Property Location: 1234 Main St Omaha- NE 68104
 Purchase Agreement Dated: 4-6-2021

Buyer agrees to pay a total of \$ 1,000 for the Personal Property listed below.

Buyer agrees to pay this amount by cash or check on or before the closing of the Real Property located at the above address.

The Buyer will take possession of the Personal Property listed below simultaneously with the closing of the Real Property. In the event that the sale of the Real Property does not close for any reason, this Bill of Sale is null and void, and any payment made to the Seller for Personal Property will be refunded to the Buyer within two (2) business days.

In the event, prior to closing, the Personal Property listed below is materially damaged in any way by fire, flood or any other cause, the Buyer shall have the right to rescind this Bill of Sale and the Purchase Agreement.

If the Buyer does rescind this Bill of Sale and the Purchase Agreement, the Seller shall then refund within two (2) business days any money paid for the Personal Property and sign a Cancellation and Release from Purchase Agreement for the refund of the Earnest Deposit to the Buyer.

If the Buyer fails to pay Seller for the Personal Property listed below by closing date, Seller shall have the right to recover and/or retain all Personal Property and Seller shall be reimbursed for any expenses incurred in recovering the Personal Property.

The Buyer states that they are relying solely upon their own inspection of the Personal Property and not upon any representation made to them by any person whomsoever. The Seller gives no warranties or fitness regarding such Personal Property described in this Bill of Sale. Broker makes no warranties, expressed or implied, in connection with the Personal Property described in this Bill of Sale.

Personal Property description: *(attach list if necessary)*

John Deere Riding tractor

Buyer and Seller release, indemnify, and hold harmless the Broker and their agents from any and all liability, costs, and attorney fees in connection with this Bill of Sale.

Buyer _____ Date _____

	Date
Buyer	Date

Witness _____ Date _____

Seller _____ Date _____

Date	
Seller	Date

Witness _____ Date _____

Contingent on Sale of Buyer's Property with Notification

Addendum to Purchase Agreement

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



This Addendum shall be an integral part of the Purchase Agreement described below.

Buyer and Seller agree that the Purchase Agreement is expressly conditioned upon the terms of this addendum.

To the extent that this modifies the Purchase Agreement, this Agreement controls.

Buyer: _____

Seller: _____

Property Location: _____

Purchase Agreement Dated: _____

It is hereby understood and agreed that the above-mentioned Purchase Agreement is contingent upon the sale of the Buyer's real estate property is located at: _____

This contingency is valid through _____ days after the date of acceptance of the Purchase Agreement.

If Buyer's property is not now on the market, they shall list the property with a Broker and place the property on the market within **TWO (2) DAYS** of acceptance of the Purchase Agreement. If the property is not listed and placed on the market with a Broker within **TWO (2) DAYS**, the Seller may then declare the Purchase Agreement null and void and the earnest deposit shall be forfeited to the Seller with no further releases required. The removal of the Buyer's real estate from the market prior to the expiration of this contingency shall constitute a breach of this agreement. The Seller may then declare the Purchase Agreement null and void and the earnest deposit shall be forfeited to the Sellers with no further releases required.

Buyer shall immediately notify Seller in writing of Buyer's acceptance of an offer to purchase Buyer's property. Acceptance by the Buyer of an offer to purchase Buyer's property shall automatically extinguish this contingency. A closing date will then be established in this written notification. This closing date to be **NO MORE than** _____ days after the date of notification of Buyer's acceptance of an offer to purchase Buyer's property. The possession date to be closing date by 5:00 pm.

If Buyer's property has not sold in the time period set out above, then the Purchase Agreement shall be null and void, and the earnest deposit shall be returned to the Buyer with no further releases required. During the term of this contingency, the Seller will continue to keep the Seller's property for sale on the open market.

In the event another satisfactory written offer to purchase Seller's property is acquired and accepted by the Seller, the Buyer will be notified in writing by delivery of written notice to the Buyer's agent. Upon delivery, the Buyer will then have a period of **48 hours** to remove the contingency and fully execute the Purchase agreement. Notice of the contingency removal and purchase agreement execution must be in writing and delivered to the Seller's agent within the **48 hour** notification period. The Seller's signature is not required in the removal of the contingency.

If the contingency **IS NOT** removed in writing within this **48 hour** period, the purchase agreement **IS NOT** fully executed. The purchase agreement will then be considered null and the entire earnest deposit will then be returned to the Buyer with no further releases required.

Upon the complete return of any and all earnest money to the Buyer, the Seller will then be free to fully execute any other purchase agreement and the Buyer shall be deemed conclusively to have forfeited and released any interest in the real property of the Seller described in the Purchase Agreement.

Buyer

Date

Seller

Date

Buyer

Date

Seller

Date

Witness

Date

Witness

Date

For Your Protection: Get a Home Inspection

Name of Buyer (s)

Jane and John Doe

Property Address

1234 Main St Omaha NE 68104

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified 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 or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.



I/We choose to have a home inspection performed.



I/We choose not to have a home inspection performed.

X

Signature & Date

X

Signature & Date

FHA Amendatory Clause/ VA Escape Clause

Addendum to Purchase Agreement

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



This Addendum shall be an integral part of the Purchase Agreement described below.

Buyer and Seller agree that the Purchase Agreement is expressly conditioned upon the terms of this addendum.

To the extent that this modifies the Purchase Agreement, this Agreement controls.

Buyer: John and Jane Doe

Seller: Sam and Sally Seller

Property Location: 1234 Main St Omaha NE 68104

Purchase Agreement Dated: 4-6-2021

Select on option:

☒ **Federal Housing Administration (FHA) Amendatory Clause [4155.1 REV-4 (6/92)]**

It is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall NOT be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of the earnest deposit or otherwise unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than: \$ 250,000 .


The Buyer shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor condition of the property.

The Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

The dollar amount inserted in the Amendatory Clause is the sales price as stated in the contract. If the Buyer and Seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is NOT required. However, the loan application package must include the original Purchase Agreement with the same price shown on the Amendatory Clause, along with the revised/amended Purchase Agreement.

☐ **Veterans Administration (VA) Escape Clause**

It is expressly agreed that notwithstanding any other provisions of this agreement, the Buyer shall not incur any penalty by forfeiture of the earnest deposit or otherwise be obligated to complete the purchase of the above property if the sales price or cost exceeds the reasonable value of the property established by the VA. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA.

 **Buyer** _____ **Date** _____

*

Seller **Date**

Buyer _____ Date _____

*

Witness _____ **Date** _____

Witness _____ Date _____



OMAHA AREA BOARD OF REALTORS®
HOME INSPECTION CONTINGENCY
REMOVAL ADDENDUM

This addendum shall be an integral part of the Purchase Agreement.

Purchaser: _____

Seller: _____

Property Address: _____

Purchase Agreement Date: _____
described below, and shall be attached thereto.

(INITIAL THE APPROPRIATE OPTION)

_____ Option "A" – The purchaser(s) removes the home inspection contingency.

_____ Option "B" – The purchaser(s) removes the home inspection contingency with the following repairs being completed by the seller before closing.

_____ Option "C" – The home inspection has been deemed to be unsatisfactory due to major defects. By execution hereof, the parties acknowledge and agree that the purchase agreement is hereby terminated.

Purchaser

Acknowledgement by Seller:

Purchaser

Seller date

Date

Seller date

Witness

Witness date

OMAHA AREA BOARD OF REALTORS®
PROPERTY INSPECTION RESOLUTION RESPONSE ADDENDUM



Purchaser: _____
Seller: _____
Property Address: _____
Purchase Agreement Date: _____

SELLER RESPONSE TO OPTION B REQUESTS (IF APPLICABLE)

SELLER notifies Buyer that in response to Buyer's Option B requests Seller:

_____ Declines to take the requested action and unless Purchaser accepts the Property "AS IS" by the date calculated in the Purchase Agreement, this Purchase Agreement shall become null and void within 48 (_____) hours of delivery of this notice to Buyer (or Buyer's representative).

_____ Agrees to take the actions requested by Purchaser.

_____ Proposes to take the following action in response to Purchaser's Requests _____

Date/time: _____ Date/time: _____

Seller: _____ Seller: _____
[Addendum complete if Seller declines and Purchaser does not elect to take "AS IS", OR if Seller agrees to take all action requested by Purchaser.]

PURCHASER RESPONSE TO SELLER'S PROPOSED ACTIONS

_____ Purchaser accepts Seller's proposed actions as satisfactory.

_____ Purchaser rejects Seller's proposed actions as unsatisfactory. This Purchase Agreement is null and void and Purchaser is entitled to return of earnest money.

Date/time: _____ Date/time: _____

Purchaser: _____ Purchaser: _____

PURCHASER RESPONSE TO SELLER'S DECLINATION

_____ Purchaser withdraws all requests for Seller to take action and elects to take the Property "As Is", in the condition it was in at the time of the Purchase Agreement effective date.

Date/time: _____ Date/time: _____

Purchaser: _____ Purchaser: _____

OMAHA AREA BOARD OF REALTORS®
ADDENDUM TO UNIFORM PURCHASE AGREEMENT



This ADDENDUM TO UNIFORM PURCHASE AGREEMENT (this "Addendum") hereby amends the Uniform Purchase Agreement identified as follows:

Property Address: 1234 Main St Omaha NE 68104

Purchaser: John + Jane Doe

Seller: Sam and Sally Seller

Purchaser and Seller wish to amend the Uniform Purchase Agreement as follows:

GE washer and dryer are included in the
personal property. All other terms to
remain the same

Except as amended by this Addendum, the Uniform Purchase Agreement shall continue in full force and effect according to its terms. Capitalized terms used in this Addendum shall have the same meaning as used in the Uniform Purchase Agreement except as context clearly requires otherwise. This Addendum shall not be effective until fully executed by Purchaser and Seller.

* Purchaser: _____ * Purchaser: _____
Printed Name: _____ Printed Name: _____
Date: _____ Date: _____

* Seller: _____ * Seller: _____
Printed Name: _____ Printed Name: _____
Date: _____ Date: _____

**** Make sure lender and title companies get
copies of addendums!**



OMAHA AREA BOARD OF REALTORS® Purchasers Estimated Costs Statement



PROPERTY ADDRESS: 1234 Main St ESTIMATED CLOSING DATE: 5-7-2021
PURCHASER(S): Jane and John Doe
PURCHASE PRICE: 240,000 LOAN AMOUNT: 192,000
LOAN TYPE: Con RATE: 3 % TERM: Fixed YEARS 30

DOWN PAYMENT

\$ 48,000

CLOSING COSTS:

*Loan Origination Fee (see lender) \$ 0
*Appraisal Fee \$ 600
*Credit Report \$ 50
*Recording Fee \$ 125
*Wood Infestation Inspection Fee \$ 90
*Plot Plan/Survey \$ 0
*Title Insurance \$ 560
*Home Protection Plan/Inspection Fee (septic, well, etc.) \$ 0
Escrow Closing Fee \$ 275
Professional Services Fee \$ 495
Lender Fees (commitment, closing, etc.) \$ 275
Loan Discount Points \$ 0
Misc. \$ 0
Total Closing Costs \$ 2,470

PREPAIDS, PRORATIONS & ESCROWS:

Homeowners Insurance, First Year \$ 1,500
MIP/PMI/VA Funding Fee, First Year \$ 0
Tax Proration (____ days x ____/day) \$ —
Interest Proration (24 days x 27/day) \$ 648
Homeowners Ins. Escrow (3 mo. x 125/mo.) \$ 375
MIP/PMI Escrow (____ mo. x ____/mo.) \$ 0
Tax Escrow (9 mo. x 250/mo.) \$ 2,250
Misc. \$ —

Total Prepaids, Prorations & Escrows

4,773

TOTAL ESTIMATED FUNDS NEEDED FOR PURCHASE

\$ 7,243
\$ 55,243

LESS CREDITS FOR MONEY PAID PRIOR TO CLOSING:

Earnest Deposit \$ 2,000
Loan Application Fee \$ 650
Homes Owners Insurance, First Year \$ 1,500
Misc. \$ 0

Total Credits

\$ (4,150)
\$ 51,093

TOTAL ESTIMATED FUNDS NEEDED AT CLOSING

ESTIMATED MONTHLY PAYMENT:

Principal and Interest \$ 810
Tax Escrow \$ 250
Homeowners Insurance Escrow \$ 125
MIP/PMI Escrow \$ 0
Association Fees \$ 0
TOTAL MONTHLY PAYMENT \$ 1,185

The above information is believed to be reliable but is not guaranteed.

Final figures are determined at closing.

*FHA Financeable Closing Costs. Subject to limitations

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Rev. 1/03 228706.1

Purchaser (Copy Received)	Date
Purchaser (Copy Received)	Date
Nebraska Realty	Phone
REALTOR® (Company Name)	Phone
David Mahney	Phone
Agent's Name	Phone
	402-490-6771



OMAHA AREA BOARD OF REALTORS® Purchasers Estimated Costs Statement



PROPERTY ADDRESS: 1234 Main St ESTIMATED CLOSING DATE: May 7, 2021
PURCHASER(S): Jane and John Doe
PURCHASE PRICE: 250,000 LOAN AMOUNT: 200,000
LOAN TYPE: Con RATE: 3 % TERM: Fixed YEARS 30

DOWN PAYMENT

\$ 50,000

CLOSING COSTS:

*Loan Origination Fee (see lender) \$ 0
*Appraisal Fee \$ 600
*Credit Report \$ 50
*Recording Fee \$ 125
*Wood Infestation Inspection Fee \$ 90
*Plot Plan/Survey \$ 0
*Title Insurance \$ 575
*Home Protection Plan/Inspection Fee (septic, well, etc.) \$ 0
Escrow Closing Fee \$ 275
Professional Services Fee \$ 495
Lender Fees (commitment, closing, etc.) \$ 275
Loan Discount Points \$ 0
Misc. \$ 0

Total Closing Costs

\$ 2,485

PREPAIDS, PRORATIONS & ESCROWS:

Homeowners Insurance, First Year \$ 1,500
MIP/PMI/VA Funding Fee, First Year \$ 0
Tax Proration (days x /day) \$
Interest Proration (24 days x 28 /day) \$ 672
Homeowners Ins. Escrow (3 mo. x 125 /mo.) \$ 375
MIP/PMI Escrow (mo. x /mo.) \$ 0
Tax Escrow (9 mo. x 250 /mo.) \$ 2,250
Misc. \$ 0

Total Prepaids, Prorations & Escrows

\$ 4,797

TOTAL ESTIMATED FUNDS NEEDED FOR PURCHASE

\$ 7,282
\$ 57,282

LESS CREDITS FOR MONEY PAID PRIOR TO CLOSING:

Earnest Deposit \$ 2,000
Loan Application Fee \$ 650
Homes Owners Insurance, First Year \$ 1,500
Misc. \$

Total Credits

\$ (4150)

TOTAL ESTIMATED FUNDS NEEDED AT CLOSING

\$ 53,132

* ESTIMATED MONTHLY PAYMENT:

Principal and Interest \$ 844
Tax Escrow \$ 250
Homeowners Insurance Escrow \$ 125
MIP/PMI Escrow \$ 0
Association Fees \$ 0
* TOTAL MONTHLY PAYMENT \$ 1,219

The above information is believed to be reliable but is not guaranteed.

Final figures are determined at closing.

*FHA Financeable Closing Costs. Subject to limitations

* Purchaser (Copy Received)	Date
* Purchaser (Copy Received)	Date
Nebraska Realty	Phone
REALTOR® (Company Name)	Phone
David Matney	Phone
Agent's Name	Phone
	402-490-6771



OMAHA AREA BOARD OF REALTORS® SELLER'S ESTIMATED PROCEEDS STATEMENT



PROPERTY ADDRESS: 1234 Main St ESTIMATED CLOSING DATE: 5-7-21

SELLER(S): Sam and Sally Seller

	DEBIT	CREDIT
SELLING PRICE		\$ <u>250,000</u>
First Loan Payoff Balance (see lender)	\$ <u>100,000</u>	
Second Loan Payoff Balance	\$ <u>0</u>	
Loan Escrow Balance (see lender)	\$ <u>0</u>	
Interest Payment Due	\$ <u>0</u>	
Pro-rated Interest (_____ days x \$ _____ / day)	\$ <u>0</u>	\$ <u>0</u>
Prepayment Penalty	\$ <u>0</u>	
To Record Release of Mortgage	\$ <u>150</u>	
Pro-rated taxes (<u>54</u> days x \$ <u>8.22</u> / day)	\$ <u>—</u>	\$ <u>443</u>
Delinquent Taxes	\$ <u>0</u>	
Special Assessments	\$ <u>0</u>	\$ <u>0</u>
Pro-rated Rent (_____ days x \$ _____ / day)	\$ <u>0</u>	\$ <u>0</u>
Loan Discount Points	\$ <u>0</u>	
Reinspection Fee-Appraisal	\$ <u>0</u>	
Title Insurance (1/2 of \$ _____)	\$ <u>575</u>	
State Documentary Tax (\$ _____ / 1000)	\$ <u>563</u>	
Wood Infestation Inspection Fee (VA Loan)	\$ <u>0</u>	
Wood Infestation Treatment	\$ <u>0</u>	
Repairs, Replacements and Improvements	\$ <u>0</u>	
Home Owners Warranty Insurance Premium	\$ <u>0</u>	
Inspection Fee	\$ <u>0</u>	
Attorney Fees	\$ <u>0</u>	
Escrow Closing Fee	\$ <u>275</u>	
Fee for Professional Services	\$ <u>15,000</u>	
Misc. <u>BFF</u>	\$ <u>495</u>	\$ <u>0</u>
SUBTOTAL	\$ <u>117,058</u>	\$ <u>250,443</u>
Net Estimated Proceeds of Sale/Net Cash to Close	\$ _____	\$ <u>117,058</u>
TOTAL	\$ _____	\$ <u>133,385</u>

402-491-0100

Nebraska Realty

REALTOR® (Company Name) Phone

Seller (Copy Received)

Date

David Mahney 402-490-6771

Agent's Name

Phone

Seller (Copy Received)

Date

The above information is believed to be reliable but is not guaranteed. Final figures are determined at closing.