

Nathalie Mullinix
REALTY UNIVERSAL, INC.

PROPERTY FACT SHEET

State Law requires a Real Estate Licensee to disclose to potential Buyers what he or she should have known about the condition of this property. This requirement is in addition to and separate from the Law requiring Sellers to fill Disclosure or Disclaimer forms for delivery to Contract Purchasers. (Varies state to state.) We need this form filled out even if you are in the "For Sale by Owner" program where we are not representing you, unless additional agreements are signed.

Date: _____
Owner/Seller: _____
Address: _____

This agreement is an addendum to the listing contract dated _____ regarding property known as _____

**DEED-FEE
SIMPLE LEASEHOLD
ASSIGNMENT**

1. Do you own the ground?
Seller's Initials _____ Seller's Initials _____
2. Annual /Monthly leasehold/Ground Rent Amount _____ None
Seller's Initials _____ Seller's Initials _____
3. Name and Address of Leasehold/Ground rent
Owner: _____

There will be a title search just prior to settlement/closing to show owner's conveyance of clear title. Is a power of attorney being used in this transaction?
Yes ___ No ___

WATER

The house is ___ is not ___ connected to public water.
The house is ___ is not ___ connected to public sewage.
If the property is supplied by a private water supply system, it may be required by law and is normally required by the Lender to have a yield-bacteriological and chemical quality tests on water supply. All tests or waivers must be done according to the appropriate county regulations.

IMPROVEMENTS

Has there been any agreement with local government to do work (paving, sewer/water hookup) within the last 18 months? Yes ___ No ___
If yes, explain _____
If such liens and special assessments are not permitted to be assumed by the buyer(s) for any reasons, the Seller would be required to pay them.

TAX BILL

Owners Tax Bill shows:
Date: _____ Lot Size: _____
Special Assessment: _____
Special Credit only given to Seller that would greatly increase tax bill after sale.
Tax Amount other than State and Local \$ _____

**LIENS, JUDGEMENTS,
FORECLOSURE**

Are there any liens on subject property? Yes ___ No ___
Are there any judgments on subject property? Yes ___ No ___

PROCEEDINGS

Are there any foreclosure proceedings on subject property? Yes ___ No ___

**AGRICULTURAL
TRANSFER TAX**

If the property is or has been subject to taxation as agricultural property, the property may be subject to a transfer tax. Unless the sales agreement calls for this tax to be paid by the Buyer, or split between the Buyer and the Seller, the tax will be paid by the Seller.

ROOF

The type of roof on his house is ___ slate ___ tile ___ asphalt ___ fiberglass ___ wood shake ___ other _____. The approximate age of this roof is _____.

**DRAINAGE/WATER
PENETRATION**

Does this property have a drainage problem in wet weather conditions?
Yes ___ No ___
Does this property have any water penetration problems? Yes ___ No ___
If yes, where _____
To your knowledge, is the property in a flood plane? Yes ___ No ___

MORTGAGE

Are there existing mortgage(s)?
If so, how many? _____
(1) Type of Mortgage: _____
Lender's Name: _____
Address: _____
Account #: _____
(2) Equity Line/2nd Mortgage Yes ___ No ___

Seller acknowledges that many mortgage companies require thirty (30) days notice of pending settlement. Seller agrees to provide said notification to his/her mortgage company and acknowledges that failure to do so may cost as much as thirty (30) days interest. Sellers also acknowledges many mortgages companies charge an additional month's interest at settlement to cover the month of settlement and the Broker is in no way responsible for fees charged under any conditions by Sellers mortgage company. Some mortgages have pre-payment penalties.

**INSURANCE
INFORMATION**

Name of Company: _____
Agent: _____
Address: _____
Policy #: _____ Amount of Coverage: _____

**NEW
CONSTRUCTION
OR OWNER BUILT
FIRST SALE**

Did you build this house? Yes ___ No ___
Are there deferred water and sewer charges? Yes ___ No ___
If the sewer is "Yes" please complete the following:
There is the existence of deferred water and sewer charges for which Buyer must assume liability in the approximate amount of \$ _____ and which may be paid monthly in the approximate amount of \$ _____ until satisfied. Put information on listing forms.

**TENANTS
RIGHTS OF
FIRST
REFUSAL**

Is property a condo? Yes ___ No ___
Is it a single family dwelling? Yes ___ No ___
Is it a rental property? Yes ___ No ___
If property is a rental property depending on location seller may be obligated to give tenant first right of refusal to purchase property. Seller has investigated the legal ramifications if this applies or does not apply to said property being

offered for sale. Seller acknowledges giving the tenant notice in writing that property is for sale and if the lease is month-to-month tenant has been given proper written notices.

**HOME
INSPECTION
ORDER/WAIVER**

The undersigned seller of the property hereby acknowledges that he/she/they was or were presented with the opportunity of having the property inspected and or guaranteed by any of the home inspection firms, listed in the Yellow Pages under "Building Inspection" heading for a fee. The inspection could cover the age and condition of the roof, the absence or presence of any water penetration, any health risk present because of the environmental conditions, the electrical, plumbing, heating, air condition (excluding portable units) any other mechanical systems and related equipment. Such an inspection would have been done with the intended purpose of identifying the undersigned against a portion of the costs of repairing any undisclosed defects over and above a specific minimum deduction per failure. The seller declines this inspection and/or warranty (limited or full) with the full knowledge and understanding that neither the broker(s) nor the agent(s) are responsible for any undisclosed defects affecting the property, and that the broker(s) and agent(s) offer no guarantee or warranty (limited or full) whatsoever concerning the property.

Seller's Initials _____

It is understood and agreed by the seller that the Brokers do not guarantee nor do they have knowledge of the financial assets of any inspection firm.

KEY

The seller/owner understands the **Nathalie Mullinix REALTY UNIVERSAL, INC.** protective key system and gives permission for the key to be used showings and other authorized entries when the seller is not home.

Yes ____ No ____

If a key box is to be installed, complete the MLS "LockBox" addendum to listing contract form. (this does not apply to the "for sale by owner" program - seller will be liable for discretionary use of keybox.)

**HOMEOWNERS
ASSOCIATION**

Does the property belong to a Home Owners Association with mandatory fees?

Yes ____ No ____

If yes, what are the monthly fees? _____

CONDOMINIUM

If this property a condominium? Yes ____ No ____

If this is a condominium, the seller must have the counsel of the unit owners complete the forms to obtain the certificate needed by lenders. See your manager for the necessary forms and procedures. Use Addendum for Condo Sales.

ZONING

If this property is non-residential, the zoning is _____. If this property has two or more apartments, does it have the property county/city zoning?

Yes ____ No ____

The seller/owner is not depending on the Buyer or Agent to verify any factor relating to zoning, covenants, or use affecting property.

COMMISSIONS

The advantages of a listing commission in excess of 6% were explained and the seller/owner acknowledges that the commission rate shown on the listing contract was their own choice.

SIGNS

Seller give Nathalie Mullinix REALTY UNIVERSAL, INC. permission to erect a "For Sale" sign on the subject property. (does not apply to "for sale by owner" program, unless seller pays a separate fee)

