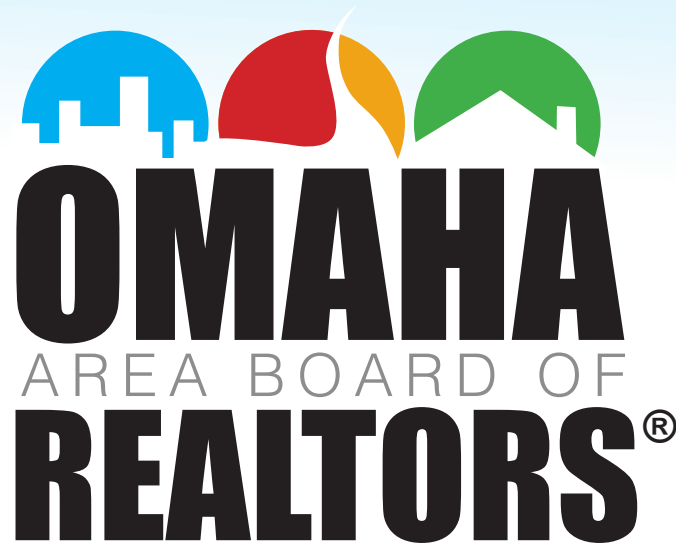


# NEW MEMBER ORIENTATION



# New Member Orientation 2020 Schedule

[www.OmahaREALTORS.com](http://www.OmahaREALTORS.com)

January 7, 8	May 5, 6	September 8, 9
February 4, 5	June 2, 3	October 6, 7
March 3, 4	July 7, 8	November 3, 4
March 31 April 1	August 4, 5	December 1, 2

All attendees should complete their membership application at least one business day prior to the start of orientation. Bylaws require new members to complete orientation.

## Orientation Schedule

### Tuesday

8:30 am - 8:45 am	Welcome
8:45 am - 11:45 am	Contracts
11:45 am - 1:00 pm	Lunch
1:00 pm - 2:00 pm	Professionalism
2:00 pm - 4:00 pm	MLS Policy

### Wednesday

8:30 am - 11:30 am	Finance
11:30 am - 12:30 pm	Safety

# REconnect

with OABR

## REsearch

with the Education Forum  
**2nd Wednesday of the Month**

## REmix

with the Social Events Forum  
**2nd Wednesday of the Month**

## REact

with the Diversity Committee  
**2nd Tuesday of the Month**

## RElocate

with the MLS Users Group  
**2nd Wednesday of the Month**

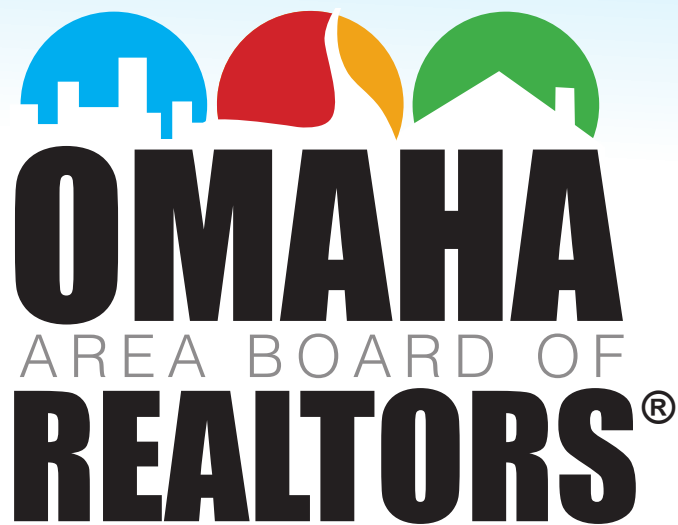
## REpresent

with the Governmental Affairs Committee  
**3rd Wednesday of the Month**

## RElate

with the Young Professionals Network  
**2nd Thursday of the Month**

# PROFESSIONALISM



## **Pathways to Professionalism**

While the Code of Ethics and Standards of Practice of the National Association establishes objective, enforceable ethical standards governing the professional conduct of REALTORS®, it does not address issues of courtesy or etiquette.

Based on input from many sources, the Professional Conduct Working Group of the Professional Standards Committee developed the following list of professional courtesies for use by REALTORS® on a voluntary basis. This list is not all-inclusive, and may be supplemented by local custom and practice.

### **I. Respect for the Public**

1. Follow the "Golden Rule": Do unto other as you would have them do unto you.
2. Respond promptly to inquiries and requests for information.
3. Schedule appointments and showings as far in advance as possible.
4. Call if you are delayed or must cancel an appointment or showing.
5. If a prospective buyer decides not to view an occupied home, promptly explain the situation to the listing broker or the occupant.
6. Communicate with all parties in a timely fashion.
7. When entering a property ensure that unexpected situations, such as pets, are handled appropriately.
8. Leave your business card if not prohibited by local rules.
9. Never criticize property in the presence of the occupant.
10. Inform occupants that you are leaving after showings.
11. When showing an occupied home, always ring the doorbell or knock—and announce yourself loudly before entering. Knock and announce yourself loudly before entering any closed room.
12. Present a professional appearance at all times; dress appropriately and drive a clean car.
13. If occupants are home during showings, ask their permission before using the telephone or bathroom.
14. Encourage the clients of other brokers to direct questions to their agent or representative.
15. Communicate clearly; don't use jargon or slang that may not be readily understood.
16. Be aware of and respect cultural differences.
17. Show courtesy and respect to everyone.
18. Be aware of—and meet—all deadlines.
19. Promise only what you can deliver—and keep your promises.
20. Identify your REALTOR® and your professional status in contacts with the public.
21. Do not tell people what you think—tell them what you know.



## II. Respect for Property

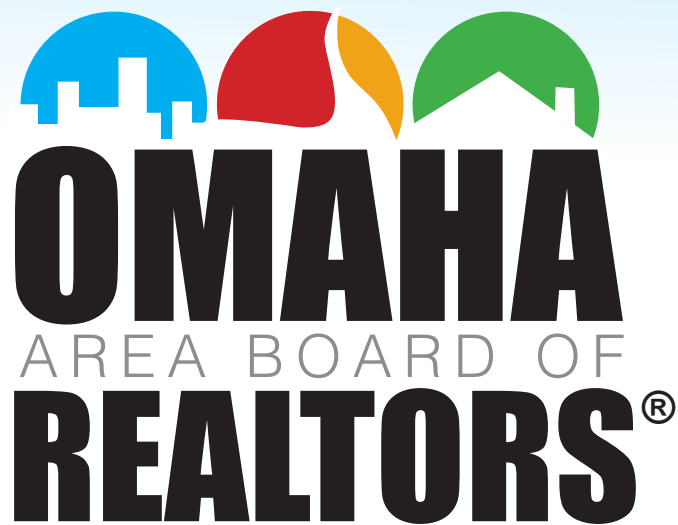
1. Be responsible for everyone you allow to enter listed property.
2. Never allow buyers to enter listed property unaccompanied.
3. When showing property, keep all members of the group together.
4. Never allow unaccompanied access to property without permission.
5. Enter property only with permission even if you have a lockbox key or combination.
6. When the occupant is absent, leave the property as you found it (lights, heating, cooling, drapes, etc.) If you think something is amiss (e.g. vandalism), contact the listing broker immediately.
7. Be considerate of the seller's property. Do not allow anyone to eat, drink, smoke, dispose of trash, use bathing or sleeping facilities, or bring pets. Leave the house as you found it unless instructed otherwise.
8. Use sidewalks; if weather is bad, take off shoes and boots inside property.
9. Respect sellers' instructions about photographing or videographing their properties' interiors or exteriors.

## III. Respect for Peers

1. Identify your REALTOR® and professional status in all contacts with other REALTORS®.
2. Respond to other agents' calls, faxes, and e-mails promptly and courteously.
3. Be aware that large electronic files with attachments or lengthy faxes may be a burden on recipients.
4. Notify the listing broker if there appears to be inaccurate information on the listing.
5. Share important information about a property, including the presence of pets, security systems, and whether sellers will be present during the showing.
6. Show courtesy, trust, and respect to other real estate professionals.
7. Avoid the inappropriate use of endearments or other denigrating language.
8. Do not prospect at other REALTORS®' open houses or similar events.
9. Return keys promptly.
10. Carefully replace keys in the lockbox after showings.
11. To be successful in the business, mutual respect is essential.
12. Real estate is a reputation business. What you do today may affect your reputation—and business—for years to come.

View [A Pathway to Professional Conduct](https://www.nar.realtor/videos/video-a-pathway-to-professional-conduct), a video which articulates key concepts and courtesies.  
<https://www.nar.realtor/videos/video-a-pathway-to-professional-conduct>

# CONTRACTS



# Agency Disclosure Information for Buyers and Sellers

Company \_\_\_\_\_ Agent Name \_\_\_\_\_

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.html>

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):**

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)

\_\_\_\_\_  
(Client or Customer Signature)      (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.



\_\_\_\_\_, (Buyer), contracts exclusively with \_\_\_\_\_ (REALTOR®) for the purposes and under the terms set forth below, with the name of my specified limited Buyer's Agent to be \_\_\_\_\_. 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 \_\_\_\_\_, and end \_\_\_\_\_, date \_\_\_\_\_, 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) # \_\_\_\_\_ 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 \_\_\_\_\_;
- 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 \_\_\_\_\_ 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.





**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 \_\_\_\_\_, Nebraska, agree that this agreement entered into by \_\_\_\_\_, Broker, and executed by \_\_\_\_\_, 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.** \_\_\_\_\_, 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 \_\_\_\_\_ in connection with this TRANSACTION will be paid by Seller/Landlord.

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

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller/Landlord Date

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller/Landlord Date

\_\_\_\_\_  
Licensee (Limited Dual Agent) Date

\_\_\_\_\_  
Broker Date

#228607.1

\_\_\_\_\_  
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.
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 \_\_\_\_\_

also known as: Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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 \_\_\_\_\_ and continue through \_\_\_\_\_ (Expiration Date).
  7. **PRICE AND TERMS:** The listing price for the property shall be \_\_\_\_\_ (\$ \_\_\_\_\_) 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 \_\_\_\_\_  
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 \_\_\_\_\_ 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 \_\_\_\_\_
11. **PERSONAL PROPERTY:** The following personal property shall be included in the sale \_\_\_\_\_
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 \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
(Seller Name Typed/Printed)

\_\_\_\_\_  
(Name of Broker or Firm)

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Broker Address)

\_\_\_\_\_  
(Office Phone)

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Seller Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Seller's Limited Agent Signature)

\_\_\_\_\_  
(Seller Home Phone)

\_\_\_\_\_  
(Office Phone)

\_\_\_\_\_  
Property Address:



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 \_\_\_\_\_, \_\_\_\_\_ relating to the property address of \_\_\_\_\_.

***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: \_\_\_\_\_

Listing Office: \_\_\_\_\_

Listing Agent's Name: \_\_\_\_\_

List Date on Listing Agreement: \_\_\_\_\_

**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 \_\_\_\_\_ Seller \_\_\_\_\_ Seller \_\_\_\_\_

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 \_\_\_\_\_ Seller \_\_\_\_\_ Seller \_\_\_\_\_

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 \_\_\_\_\_ Seller \_\_\_\_\_ Seller \_\_\_\_\_

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

\_\_\_\_\_ (Available to Show Date).

Seller Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Listing Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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](mailto: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 \_\_\_\_\_  
 in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of Nebraska and legally described as: \_\_\_\_\_

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

**SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:**

**PART I** – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

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

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

Seller's Initials \_\_\_\_\_/\_\_\_\_ Property Address \_\_\_\_\_ Buyer's Initials \_\_\_\_\_/\_\_\_\_ <sup>11</sup>



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 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 \_\_\_\_\_ Buyer's Initials \_\_\_\_/\_\_\_\_

## Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<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"/>

**Note: Use additional pages if necessary.**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. On the left side, there is a faint vertical margin line, creating a narrow left margin. The paper appears slightly aged or off-white. There is no handwriting or printed text on the page.☐

### 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) \_\_\_\_\_ 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**

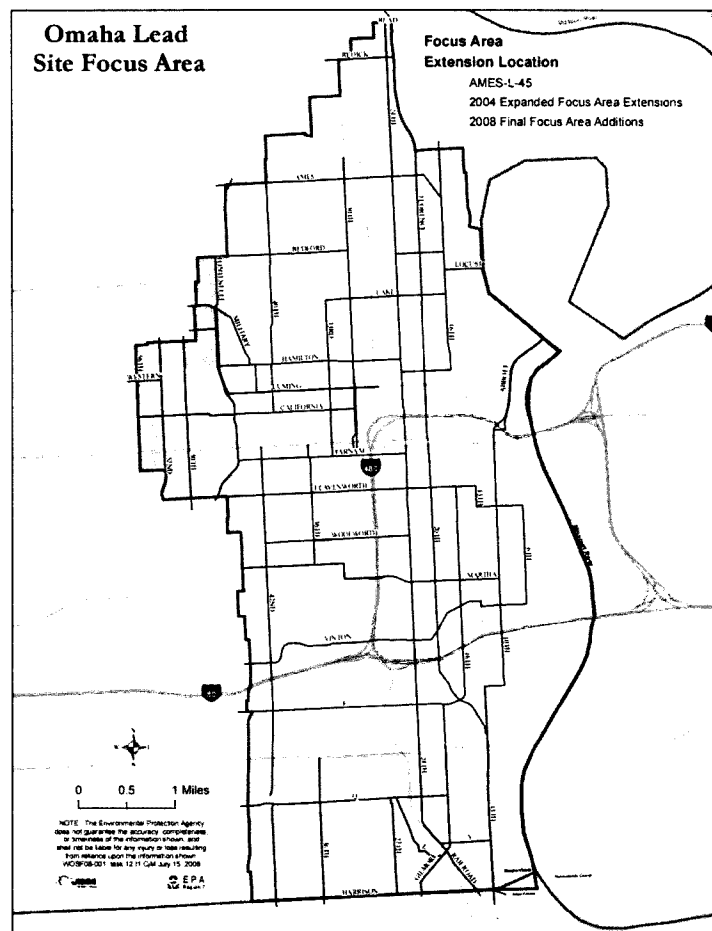
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



## Omaha Lead Site Focus Area

\_\_\_\_\_Initial here if the housing is located in an area of Omaha Nebraska (generally east of 56<sup>th</sup> 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 #** \_\_\_\_\_ **Property Address:** \_\_\_\_\_

**Agent Name:** \_\_\_\_\_ **Agent Phone:** \_\_\_\_\_ **Change Date:** \_\_\_\_\_

\*Asterisk Denotes Required Field

## Price Change

**\*New List/Lease Price**

\_\_\_\_\_

## Extend Expiration Date

**\*New Expiration Date**

\_\_\_\_\_

## Cancel Listing

**\*Cancellation Date**

\_\_\_\_\_

## Fell Through

Listing automatically becomes Off-Market when this status change is entered.

**\*Fell Through Date**

\_\_\_\_\_

## Back on Market

**Expiration Date**

\_\_\_\_\_

**New List/Lease Price**

\_\_\_\_\_

## Active – No Show

**\*Available to Show Date**

\_\_\_\_\_

## 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 #**

\_\_\_\_\_

## Sold

**\*How Sold**

- ☐ Private Financing
- ☐ FHA
- ☐ VA
- ☐ Conventional
- ☐ FmHA
- ☐ Seller Assistance
- ☐ Loan Assumption
- ☐ Cash
- ☐ Other

**\*Contract Date**

\_\_\_\_\_

**\*Closing Date**

\_\_\_\_\_

**\*Sold Price**

\_\_\_\_\_

**\*Selling Agent 1 MLS ID#**

\_\_\_\_\_

**\*Selling Office 1 MLS ID #**

\_\_\_\_\_

**Selling Agent 2 MLS ID#**

\_\_\_\_\_

**Selling Office 2 MLS ID #**

\_\_\_\_\_

**Loan Amount**

\_\_\_\_\_

**Interest Rate %**

\_\_\_\_\_

**Term of Loan**

\_\_\_\_\_

**Sellers Cost**

\_\_\_\_\_

**Seller's Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seller's Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agent's Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Updated 2/27/19**

OMAHA AREA BOARD OF REALTORS®  
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 Omaha Area Board of REALTORS® and as such is governed by its Code of Ethics and Rules of Fair Business Practice.

\_\_\_\_\_, REALTORS® (Broker) Date: \_\_\_\_\_

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

1. **Property Address:** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

2. **Legal Description (Property):** \_\_\_\_\_ as surveyed, platted and recorded in \_\_\_\_\_ County, NE, including all fixtures and equipment permanently attached to the Property.

3. **Personal Property:** The only personal property included is as follows: ☐range ☐oven ☐refrigerator ☐microwave ☐dishwasher ☐all window coverings ☐all ceiling fans ☐washer ☐dryer ☐garage door opener(s) with \_\_\_\_\_ remotes ☐outdoor play equipment ☐storage shed ☐work bench and/or shelving located in \_\_\_\_\_, other (list in space) \_\_\_\_\_, 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 \_\_\_\_\_, 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:** Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, now under construction, or ordered or required to be constructed by any public authority, but not yet assessed. Upon notification, Seller agrees to notify Purchaser of any additional assessments ordered but not yet assessed.

6. **Consideration:** Purchaser agrees to pay to Seller, via certified funds, the total purchase price in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) on the following terms: \$ \_\_\_\_\_ (Deposit) deposited herewith as evidenced by the receipt attached below unless otherwise provided in Section 10c, below. Deposit is made payable and delivered to ☐Escrow Agent ☐Broker ☐Seller. If the Deposit 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 Deposit shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Deposit shall be paid to Purchaser. In the event of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at his option, retain the Deposit for failure to carry out the terms of this Purchase Agreement, subject to the terms of the listing agreement. In the event of a dispute over the return or release of the Deposit, Purchaser(s) and Seller(s) understand that the Broker or Escrow Agent will not release funds to either party without the signed written consent of Seller(s) and Purchaser(s) or a court order or arbitration ruling. Broker shall pay any Deposit into court which it may have in its possession upon the filing of such legal action. 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 costs and fees.

7. ☐ **All Cash:** Balance of \$ \_\_\_\_\_ shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

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

8.1 **Terms of Financing.** Balance of \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_. The financing will be ☐VA, ☐FHA, ☐CONVENTIONAL, ☐CONVENTIONAL with P.M.I., ☐NIFA, ☐USDA or ☐\_\_\_\_\_, with terms providing initial monthly principal and interest payment of not more than \$ \_\_\_\_\_ plus taxes and insurance, and for an initial interest rate not exceeding \_\_\_\_\_% per annum, plus mortgage insurance. The note will be for a period of not less than \_\_\_\_\_ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.





**14. Conveyance of Title:** 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. Notwithstanding the foregoing, if title defects are not cured within fourteen (14) days after the approximate closing date, below, this Agreement shall be voidable either Purchaser or Seller upon written notice to the other party.

Approximate closing date to be \_\_\_\_\_, 20\_\_\_\_, and possession date shall be ☐ closing, or ☐ \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M.

Purchaser and Seller acknowledge that the closing date is approximate. Delays may arise due to factors partially or completely beyond the control of persons and entities involved in the transaction. 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.

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 ☐ \_\_\_\_\_ 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.

**15. 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 Deposit 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 unless Purchaser is obtaining a VA loan, in which case escrow costs of the closing shall be paid by Seller. Escrow Agent shall be ☐ \_\_\_\_\_ or ☐ \_\_\_\_\_. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At closing Purchaser is required to have wire transferred funds or certified or cashier's check for the balance of amounts due.

**16. Utilities:** Purchaser agrees to have all utilities transferred from Seller's name to Purchaser(s) name, as of the date of closing or possession, whichever is earlier.

**17. 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.

**18. State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

**19. Affiliated Business Arrangements:** Purchaser and Seller acknowledge and understand that real estate licensees 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. Purchaser and Seller acknowledge receipt of the Affiliated Business Arrangement Disclosure provided herewith, if applicable.

**20. 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 Multiple Listing Service of the Omaha Area Board of REALTORS® Inc., 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.

**21. 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 agrees to pay for (select one):

- ☐ Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),  
☐ 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),

PROPERTY ADDRESS: \_\_\_\_\_

- ☐ 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),  
☒ Waived unless required by a lender  
**most situations, even if a survey is not required, one of the surveys is recommended.**

**22. Seller Property Condition Disclosure:** Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement.

**23. 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. Home warranty provider shall be  
☐ \_\_\_\_\_ 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 coverage rejected by Purchaser.

**24. Property Inspections** (Select as noted): Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Condition, Asbestos, Mold, Lead 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.

- ☐ Purchaser identifies the following inspections/tests, as selected, which may be ordered:

- ☐ Whole House Inspection\*or components or subsystems
- ☐ Structural
- ☐ Mold
- ☐ Septic System
- ☐ Well
- ☐ Lead Based Paint
- ☐ Radon test
- ☐ Other \_\_\_\_\_

\*"Whole house" inspections often include, but are not necessarily limited to, structure, exterior, roofing, plumbing, electrical, heating, central air conditioning, interior, insulation and ventilation. In some instances it may be advisable to consult a structural engineer as part of the inspections to the Property. Occasionally, whole house inspectors may use or recommend other inspectors in the course of a whole house inspection and they will be considered as part of the whole house inspection for notification purposes.

- ☐ Purchaser elects NOT to obtain property inspections.

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

Within seven (7) business days (or \_\_\_\_\_) after the final acceptance of this Purchase Agreement, Purchaser, at Purchaser's expense, shall have the right to have a "qualified" inspector or inspectors perform any and all inspections of the real property as identified above, to determine whether the Property is satisfactory to Purchaser. To be "qualified" an inspector must be licensed, if required, in the state, county or city in which the Property is located. In any case, the inspections performed with regard to the Property under this Agreement must be in the ordinary course of the inspector's business. The inspection report may or may not cover items required by the appraisal. Seller will allow inspectors reasonable access to the property within the specified timeframe.

If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels of 4 picocuries per liter of air (pCi/L) or higher, Seller will have a licensed radon mitigation company professionally install a mitigation system and will either provide after-installation test results of below 4.0 picocuries per liter of air, or a guarantee from the radon mitigation company that the level of radon will be below 4.0 picocuries, with a transfer of the warranty to Purchaser. A copy of the paid receipt and either test results or guarantee will be provided Purchaser prior to closing. Should Seller successfully complete mitigation under this Section, Purchaser agrees to accept the Property in its mitigated condition.

**Purchaser's Response to Inspection Reports:** Within three (3) business days of Purchaser's receipt of all requested inspection reports, the Purchaser shall notify Seller of Purchaser's requested course of action, which may be delineated on a property inspection resolution addendum and Purchaser shall also provide Seller with relevant pages of the inspection report(s). Purchaser's course of action shall be set forth one of the three following options:

Option "A" – After receipt of Inspections, the Purchaser(s) may choose not to request any action of Seller and to waive further objection regarding the home inspection findings.

Option "B" – If the report(s) reveal(s) any condition, issue or defect that is unsatisfactory to Purchaser, the Purchaser may deliver a written request for repair and or remediation, as required, to the Seller. Such request shall include a copy of the relevant inspection report or summary from the qualified inspector.

Option "C" – If the condition of the Property, as shown in any inspection or report, is unsatisfactory to Purchaser(s), then the Purchaser may terminate the Purchase Agreement with written notice to the Seller, at which time Purchaser shall be paid the Deposit with no further agreement or release required. Upon Seller's request, Purchaser agrees to provide a copy of the relevant inspection report or summary from the qualified inspector.

Purchaser's failure to deliver the report and written notification or request within the specified time period will result in Purchaser's acceptance of the Property "as is" and Purchaser shall be deemed to have waived any objection based on Property inspections under this section.

**Seller's Response to Inspection Notice:** Within three (3) business days of receipt of a property inspection resolution addendum, Seller shall notify Purchaser, in writing of what steps, if any, the Seller will take to correct any identified condition, issue or defect before closing. The failure of Seller to deliver a response before the expiration of this time period shall be treated as a notification that Seller will not make any repairs.

If the Seller is unwilling or unable to remedy the identified conditions, issues or defects to the Purchaser's reasonable satisfaction, the Purchaser: (i) may elect to give written notice that Purchaser accepts the Property without any repairs or remediation to be done by Seller; (ii) may notify Seller that Purchaser has elected to void the Agreement. If Purchaser elects to void the Agreement, Purchaser shall be paid the Deposit with no further agreement or release required. If Purchaser does not elect to take the Property "as is" or elect to void the Agreement within three (3) business days of the Seller's response (or the deadline for response, if no response was timely provided), Purchaser shall be deemed to have elected to purchase the Property "as is" and shall be deemed to have waived Purchaser's rights under this Section.

**25. 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.

**26. 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 \_\_\_\_\_ days before closing to confirm compliance with this Purchase Agreement.

**27. 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 ☐ \_\_\_\_\_ or ☐ \_\_\_\_\_. Purchaser agrees to designate the inspector for such inspection in writing to Seller's Agent within ten (10) days after acceptance of this offer. 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) days of receipt of a wood destroying insect inspection report, which inspection report must be delivered to the Seller and Purchaser not later than fifteen (15) days prior to the approximate closing date set forth in Section 14, above, at which time Purchaser shall be paid the Deposit with no further agreement or release required.

**28. Insurance:** 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, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. Purchaser, at Purchaser's choice, may: 1) rescind this Agreement, at which time Purchaser shall be paid the Deposit with no further agreement or release required; or 2) take the property subject to the damage, with the Seller paying to the Purchaser the insurance proceeds and deductible for the replacement of the Property or at a price discounted by the cost of restoration of the Property. Purchaser agrees to insure the Property at closing.

**29. Smoke Detectors and Carbon Monoxide Alarms:** Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

**30. Compensation of Selling Broker:** Purchaser shall pay Selling Broker compensation of \$\_\_\_\_\_ 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. Lead-Based Paint Addendum:** 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.

**32. Equal Opportunity:** 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, or age in the City of Omaha if an individual is forty (40) years of age or older.

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

**34. 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.

**35. Arbitration and Mediation:**

☐ Section 35 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials: \_\_\_\_\_

A. 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.

B. 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) 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) 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.

C. 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 Nebraska substantive and procedural law 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.**

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.

- E. 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 section 35 applicable to such action.
- F. 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 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.

**36. Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., Omaha, NE time. Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

**37. List of Attachments and Addenda, and Disclosures:**

- ☒ Seller Property Condition Disclosure Statement Signed and Dated \_\_\_\_\_
- ☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- ☒ S.I.D. Statement
- ☒ Limited Dual Agency Agreement
- ☒ Affiliated Business Arrangement Disclosure
- ☒ Wire Fraud Notice
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

The undersigned parties executed this AGREEMENT.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 35 WHICH MAY BE FORCED BY THE PARTIES.**  
**The arbitration provision is contained in Section 35.**

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser's Name (Printed) \_\_\_\_\_

Purchaser's Name (Printed) \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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**NAMES FOR DEED**

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**BUYER 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 # \_\_\_\_\_

---

**RECEIPT**

Deposit is: ☐ delivered with Agreement ☐ to be delivered later (If deposit to be delivered later, see Section 10C).

Deposit payable to ☐ Escrow Agent ☐ Broker ☐ Seller

**RECEIVED FROM:**

the sum of \_\_\_\_\_

(\$ \_\_\_\_\_) DOLLARS (by \_\_\_\_\_) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

CEIVED BY: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SELLER ACCEPTANCE
-------------------

The Seller, whether one or more, accepts the foregoing offer to purchase on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_. M., Omaha, NE time, on the terms stated and agrees to convey title to the Property, deliver possession, perform all the terms and conditions set forth, except as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 UNLESS WAIVED IN SECTION 35 WHICH MAY BE ENFORCED BY THE PARTIES.**

**The arbitration provision is contained in Section 35.**

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller's Name (Printed)

Seller's Name (Printed)

**SELLER 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 #

PURCHASER ACCEPTANCE OF COUNTER OFFER
---------------------------------------

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_. M., Omaha, NE time, on the terms stated and perform all the terms and conditions set forth, except as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 UNLESS WAIVED IN SECTION 35 WHICH MAY BE ENFORCED BY THE PARTIES.**

**The arbitration provision is contained in Section 35.**

PROPERTY ADDRESS: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

**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 UNLESS WAIVED IN SECTION 35 WHICH MAY BE ENFORCED BY THE PARTIES.**

**The arbitration provision is contained in Section 35.**

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller's Name (Printed)

Seller's Name (Printed)

**REAL ESTATE CERTIFICATION**

We, the undersigned Seller(s), Purchaser(s), and Agent(s), involved in this transaction, each certify that the terms of this Purchase Agreement are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Purchase Agreement.

Purchaser: \_\_\_\_\_  
date

Seller: \_\_\_\_\_  
date

Purchaser: \_\_\_\_\_  
date

Seller: \_\_\_\_\_  
date

Agent: \_\_\_\_\_  
date

Agent: \_\_\_\_\_  
date

**PURCHASER RECEIPT**

Purchaser acknowledges receipt of a fully executed copy of this Purchase Agreement on \_\_\_\_\_, 20\_\_\_\_.

**NOTE: At closing, Purchaser required to have wire transferred funds or certified or cashier's check for the balance of amounts due.**

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_





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 \_\_\_\_\_, \_\_\_\_\_ relating to the property address of \_\_\_\_\_.

***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: \_\_\_\_\_

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.

Buyer

Seller

Buyer

Seller

Date

Date

**Bill of Sale on Personal Property**  
**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:** \_\_\_\_\_

Buyer agrees to pay a total of \$ \_\_\_\_\_ 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)*

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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 \_\_\_\_\_

--

Buyer \_\_\_\_\_ Date \_\_\_\_\_

--

Seller \_\_\_\_\_ Date \_\_\_\_\_

--

Seller \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ 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)

Property Address

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## 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: \_\_\_\_\_

Seller: \_\_\_\_\_

Property Location: \_\_\_\_\_

Purchase Agreement Dated: \_\_\_\_\_

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: \$ \_\_\_\_\_.

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

\_\_\_\_\_  
Seller 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: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# OMAHA AREA BOARD OF REALTORS® Purchasers Estimated Costs Statement



PROPERTY ADDRESS: \_\_\_\_\_ ESTIMATED CLOSING DATE: \_\_\_\_\_

PURCHASER(S): \_\_\_\_\_

PURCHASE PRICE: \_\_\_\_\_ LOAN AMOUNT: \_\_\_\_\_

LOAN TYPE: \_\_\_\_\_ RATE: \_\_\_\_\_% TERM: \_\_\_\_\_ YEARS \_\_\_\_\_

## DOWN PAYMENT

\$ \_\_\_\_\_

## CLOSING COSTS:

*Loan Origination Fee	\$ _____
*Appraisal Fee	\$ _____
*Credit Report	\$ _____
*Recording Fee	\$ _____
*Wood Infestation Inspection Fee	\$ _____
*Plot Plan/Survey	\$ _____
*Title Insurance	\$ _____
*Home Protection Plan/Inspection Fee (septic, well, etc.)	\$ _____
Escrow Closing Fee	\$ _____
Professional Services Fee	\$ _____
Lender Fees (commitment, closing, etc.)	\$ _____
Loan Discount Points	\$ _____
Misc. _____	\$ _____
<b>Total Closing Costs</b>	<b>\$ _____</b>

## PREPAIDS, PRORATIONS & ESCROWS:

Homeowners Insurance, First Year	\$ _____
MIP/PMI/VA Funding Fee, First Year	\$ _____
Tax Proration (_____ days x _____/day)	\$ _____
Interest Proration (_____ days x _____/day)	\$ _____
Homeowners Ins. Escrow (_____ mo. x _____/mo.)	\$ _____
MIP/PMI Escrow (_____ mo. x _____/mo.)	\$ _____
Tax Escrow (_____ mo. x _____/mo.)	\$ _____
Misc. _____	\$ _____
<b>Total Prepaids, Prorations &amp; Escrows</b>	<b>\$ _____</b>

## TOTAL ESTIMATED FUNDS NEEDED FOR PURCHASE

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

## LESS CREDITS FOR MONEY PAID PRIOR TO CLOSING:

Earnest Deposit	\$ _____
Loan Application Fee	\$ _____
Homes Owners Insurance, First Year	\$ _____
Misc. _____	\$ _____
<b>Total Credits</b>	<b>\$ _____</b>

## TOTAL ESTIMATED FUNDS NEEDED AT CLOSING

\$(  
\$ \_\_\_\_\_

## ESTIMATED MONTHLY PAYMENT:

Principal and Interest	\$ _____
Tax Escrow	\$ _____
Homeowners Insurance Escrow	\$ _____
MIP/PMI Escrow	\$ _____
Association Fees	\$ _____
<b>TOTAL MONTHLY PAYMENT</b>	<b>\$ _____</b>

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
REALTOR® (Company Name)	Phone
Agent's Name	Phone



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



PROPERTY ADDRESS: \_\_\_\_\_ ESTIMATED CLOSING DATE: \_\_\_\_\_

SELLER(S): \_\_\_\_\_

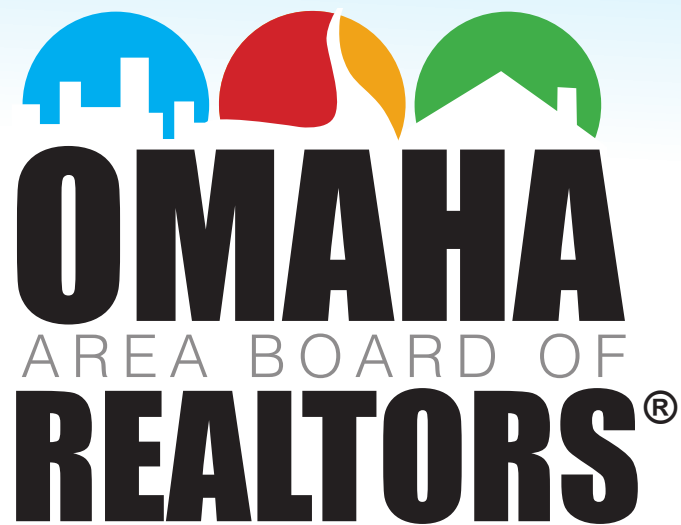
	DEBIT	CREDIT
<b>SELLING PRICE</b>		\$ _____
First Loan Payoff Balance	\$ _____	
Second Loan Payoff Balance	\$ _____	
Loan Escrow Balance	\$ _____	\$ _____
Interest Payment Due	\$ _____	
Pro-rated Interest (_____ days x \$ _____/ day)	\$ _____	\$ _____
Prepayment Penalty	\$ _____	
To Record Release of Mortgage	\$ _____	
Pro-rated taxes (_____ days x \$ _____/ day)	\$ _____	\$ _____
Delinquent Taxes	\$ _____	
Special Assessments	\$ _____	\$ _____
Pro-rated Rent (_____ days x \$ _____/ day)	\$ _____	\$ _____
Loan Discount Points	\$ _____	
Reinspection Fee-Appraisal	\$ _____	
Title Insurance (1/2 of \$ _____)	\$ _____	
State Documentary Tax (\$ _____/1000)	\$ _____	
Wood Infestation Inspection Fee (VA Loan)	\$ _____	
Wood Infestation Treatment	\$ _____	
Repairs, Replacements and Improvements	\$ _____	
Home Owners Warranty Insurance Premium	\$ _____	
Inspection Fee	\$ _____	
Attorney Fees	\$ _____	
Escrow Closing Fee	\$ _____	
Fee for Professional Services	\$ _____	
Misc. _____	\$ _____	\$ _____
<b>SUBTOTAL</b>	\$ _____	\$ _____
Net Estimated Proceeds of Sale/Net Cash to Close	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____

REALTOR® (Company Name) Phone Seller (Copy Received) Date

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.

# FINANCE



## LET FHA LOANS HELP YOU

FHA loans have been helping people become homeowners since 1934. How do we do it? The Federal Housing Administration (FHA) - which is part of HUD - insures the loan, so your lender can offer you a better deal.

- Low down payments
- Low closing costs
- Easy credit qualifying

### What does FHA have for you?

#### [Buying your first home?](#)

FHA might be just what you need. Your down payment can be as low as 3.5% of the purchase price. Available on 1-4 unit properties.

#### [Financial help for seniors](#)

Are you 62 or older? Do you live in your home? Do you own it outright or have a low loan balance? If you can answer "yes" to all of these questions, then the FHA Reverse Mortgage might be right for you. It lets you convert a portion of your equity into cash.

#### [Want to make your home more energy efficient?](#)

You can include the costs of energy improvements into an FHA Energy-Efficient Mortgage.

#### [How about manufactured housing and mobile homes?](#)

Yes, FHA has financing for mobile homes and factory-built housing. We have two loan products - one for those who own the land that the home is on and another for mobile homes that are - or will be - located in mobile home parks.

Ask an FHA lender to tell you more about FHA loan products.

#### **Find an [FHA lender](#)**

**Need advice?** Contact a [HUD-approved housing counselor](#) or call (800) 569-4287

**Need help with your downpayment?** State and local governments offer programs that can help. [Find a program near you.](#)

<https://www.hud.gov/buying/loans>



# Single Family Home Loan Guarantees

---

## What does this program do?

This program assists approved lenders in providing low- and moderate-income households the opportunity to own adequate, modest, decent, safe and sanitary dwellings as their primary residence in eligible rural areas. Eligible applicants may build, rehabilitate, improve or relocate a dwelling in an eligible rural area. The program provides a 90% loan note guarantee to approved lenders in order to reduce the risk of extending 100% loans to eligible rural homebuyers.

## Who may apply for this program?

Applicants must:

- Meet income-eligibility.
- Agree to personally occupy the dwelling as their primary residence.
- Be a U.S. Citizen, U.S. non-citizen national or Qualified Alien.
- Have the legal capacity to incur the loan obligation.
- Have not been suspended or debarred from participation in federal programs.
- Demonstrate the willingness to meet credit obligations in a timely manner.
- Purchase a property that meets all program criteria.

## What is an eligible area?

Check eligible addresses for the loan guarantees.

## How may funds be used?

Funds backed by loan guarantees be used for:

- New or existing residential property to be used as a permanent residence. Closing cost and reasonable/customary expenses associated with the purchase may be included in the transaction.
- A site with a new or existing dwelling.
- Repairs and rehabilitation when associated with the purchase of an existing dwelling.
- Refinancing of eligible loans.
- Special design features or permanently installed equipment to accommodate a household member who has a physical disability.
- Reasonable and customary connection fees, assessments or the pro rata installment cost for utilities such as water, sewer, electricity and gas for which the buyer is liable.
- A pro rata share of real estate taxes that is due and payable on the property at the time of loan closing. Funds can be allowed for the establishment of escrow accounts for real estate taxes and/or hazard and flood insurance premiums.
- Essential household equipment such as wall-to-wall carpeting, ovens, ranges, refrigerators, washers, dryers, heating and cooling equipment as long as the equipment is conveyed with the dwelling.
- Purchasing and installing measures to promote energy efficiency (e.g. insulation, double-paned glass and solar panels.)
- Installing fixed broadband service to the household as long as the equipment is conveyed with the dwelling.
- Site preparation costs, including grading, foundation plantings, seeding or sod installation, trees, walks, fences and driveways.

## How do we get started?

Applicants must contact an approved lender. Information about approved lenders may also be obtained by contacting a Guaranteed Loan Coordinator in your state for more information.

# Single Family Home Loan Guarantees

## Who can answer questions?

Applicants with questions should contact an approved lender. Lenders with questions can contact a Guaranteed Loan Specialist in your state.

## What governs this program?

7 CFR, Part 3555

## Why does USDA Rural Development do this?

This program helps lenders work with low and moderate income families living in rural areas to make homeownership a reality. Providing affordable homeownership opportunities promotes prosperity, which in turn creates thriving communities and improves the quality of life in rural areas.

NOTE: Because citations and other information may be subject to change please always consult the program instructions listed in the section above titled "What Law Governs this Program?" You may also contact **your local office** for assistance. You will find additional forms, resources, and program information at [www.rd.usda.gov](http://www.rd.usda.gov). *USDA is an equal opportunity provider, employer, and lender.*

## The Facts and Myths on Down Payments and PMI

**The more you put down, the lower your monthly mortgage payment will be and the less you'll owe the bank.**

**Fact:** It's a simple numbers game – the more you pay now, the less you pay monthly during the life of the mortgage. However, if putting 20% down is not an option or will deplete all your savings and leave you with no financial cushion, it's probably not in your best interest.

**Your down payment must come from your own savings.**

**Myth:** Your down payment can come from a number of sources, including personal funds, gift funds, grants and affordable second mortgages. In addition, many state, county, and city governments provide financial assistance for people in their communities who are well qualified and ready for homeownership. [Down Payment Resource](#) will let you know if you may be eligible for down payment assistance programs in your area.

**A growing number of borrowers are putting down less than 15%.**

**Fact:** The average down payment among first-time homebuyers in 2016 was 6% and 14% for repeat buyers. You can even put down as little as 3% through mortgage options like the [Freddie Mac Home Possible Advantage®](#) mortgage.

**Homebuyers who put less than 20% down have to pay Primary Mortgage Insurance (PMI), an added insurance policy that protects the lender if you are unable to pay your mortgage.**

**Fact:** While you'll have to pay PMI for a conventional loan with a down payment of less than 20%, you'll still be able to take advantage of the 30-year fixed rate mortgage that can offer you security and peace of mind throughout the life of your loan.

Now that you know the facts, let's crunch some numbers:

### The Math: \$200,000 Home – 5% Down vs. 20% Down

	5% Down Payment	20% Down Payment
Down Payment	\$10,000	\$40,000
Loan Amount	\$190,000	\$160,000
Mortgage Type	30-year fixed-rate	30-year fixed-rate
Interest Rate	4.5%	4.5%
Monthly Mortgage Payment (Principal and Interest)	\$962.70	\$810.70
PMI	\$80.75*	0
Total Monthly Payment	\$1,043.45**	\$810.70**

*\*Assuming an insurance rate of 0.51%; this cost can be cancelled from your payment once you reach 20% equity in your home for conventional loans.*

*\*\*Does not include property tax and homeowners' insurance payments*



Example conventional mortgage insurance chart (CREDIT SCORES VARY PER MI FIRMS)

Fixed Rate		Monthly				Single			
LTV	Coverage	≥760	720-759	680-719	660-679	≥740	720-739	680-719	660-679
<b>97%</b> -95.01%	35%	1.05%	1.10%	1.31%	—	3.26%	3.26%	4.07%	—
	18%	0.57%	0.60%	0.80%	—	2.18%	2.18%	2.85%	—
<b>95%</b> -90.01%	30%	0.54%	0.62%	0.89%	1.15%	2.15%	2.48%	3.48%	4.44%
	25%	0.50%	0.57%	0.79%	1.03%	1.65%	2.29%	3.11%	4.00%
	16%	0.43%	0.49%	0.67%	0.74%	1.43%	2.00%	2.66%	2.92%
<b>90%</b> -85.01%	25%	0.39%	0.44%	0.57%	0.71%	1.37%	1.81%	2.29%	2.81%
	12%	0.29%	0.34%	0.39%	0.47%	1.10%	1.44%	1.63%	1.92%
<b>85%</b> & below	12%	0.23%	0.27%	0.33%	0.39%	0.99%	1.18%	1.41%	1.63%
	6%	0.21%	0.25%	0.29%	0.33%	0.88%	1.11%	1.26%	1.41%

Information from:

Fannie Mae: <http://knowyouroptions.com/buy/overview>

Freddie Mac: [Freddiemac.com](http://Freddiemac.com)



Nebraska Investment  
Finance Authority  
Single Family Housing  
1230 O Street  
200 Commerce Court  
Lincoln, NE 68508  
402-434-3900  
Fax: 402-434-0780  
[www.nifa.org](http://www.nifa.org)

## Single Family Housing Program Overview

### Program Description

The Single Family Program provides a continual supply of funds to be used at below market interest rates for homebuyers throughout the state who qualify as first-time homebuyers (with certain exceptions). To utilize this program, homebuyers must be at or below maximum income limits and purchase a home at or below stated purchase price limits for the program.

NIFA partners with a network of mortgage lenders throughout the state to carry out the program. You can find a list of NIFA approved mortgage lenders on our website [www.nifa.org](http://www.nifa.org).

### Programs:

NIFA offers a variety of mortgage programs. All programs have a 30-year fixed interest rate with no prepayment penalty and are assumable subject to certain conditions.

- **Military Home:** This program is for active military and qualified veteran homebuyers and can be used with any government loan product (VA, FHA or Rural Development guaranteed loans). Active military homebuyers must be a first-time homebuyer. Qualified veterans do not need to be a first-time buyer as long as a copy of a DD 214 is provided evidencing the veteran was honorably discharged.
- **First Home Plus:** This program is available for buyers purchasing homes in a non-target area. All buyers must meet NIFA's first-time homebuyer definition (see exceptions listed below), income and purchase price limits.
- **First Home Focused:** This program is available for buyers purchasing homes in a federally designated target area. Buyers do not need to meet NIFA's first-time homebuyer definition. Higher income and purchase price limits apply. Please check our website for a map of the target areas.
- **Homebuyer Assistance (HBA):** This program provides down payment and closing cost assistance as a second mortgage loan not to exceed 5% of the purchase price of a home. The second mortgage loan requires monthly principal and interest payments over a 10-year term (120 months).

### Eligibility Requirements

#### *Homebuyer Eligibility*

- Applicants must qualify as first-time homebuyers with some exceptions that apply:
  - A first-time homebuyer is defined as someone who has not had an ownership interest in a principal residence within the past three years.
  - There are three exceptions, subject to program limits, to the first-time homebuyer requirement: loss of previous residence due to legal action (divorce), natural disaster or required job relocation.
  - Qualified veterans are not required to be a first-time homebuyer.
  - Buyers purchasing a home in a target area are not required to be a first-time homebuyer.

Affordable  
Financing  
for First-time  
Homebuyers

(see page two for more requirements)

- The total gross annual income from all sources for all persons 18 years or older expected to live in the home must be at or below the maximum income limits.
  - ▶ Income limits vary throughout Nebraska.
  - ▶ Please check our website ([www.nifa.org](http://www.nifa.org)) for the limits in your area.
- The homebuyer must occupy the property as their principal residence within 60 days of closing.
- All borrowers on the loan must have a minimum credit score of 640 and a maximum debt-to-income ratio of 45%, and be able to afford the monthly payments of loan principal plus interest, taxes, hazard insurance, and if applicable, condominium fees, PUD fees, flood insurance and mortgage insurance.
- All borrowers on the loan must complete a homebuyer education course approved by NIFA prior to loan closing.

### ***Property Eligibility***

- The purchase price of the home cannot exceed the following limits:
  - ▶ Non Targeted Areas - New/Existing Homes: \$225,000
  - ▶ Targeted Areas - New/Existing Homes: \$250,000
- NIFA's program is available for the purchase of single-family homes, qualified condominium units and two-to-four family dwellings as long as the homebuyer occupies one of the units.
  - ▶ If the property has two or more units, the residence must have been constructed and initially occupied as a residence at least five years before the mortgage is executed.
- No more than 15 percent of the total area of the home can be used in a trade or business.

For more information, visit NIFA's website at [www.nifa.org](http://www.nifa.org) or call a single family team specialist at (800) 204-6432.



# Your Step-by-Step Mortgage Guide

*From Application to Closing*



## Table of Contents



In this Guide, you will learn about one of the most important steps in the homebuying process—obtaining a mortgage. The materials in this Guide will take you from application to closing and they'll even address the first months of homeownership to show you the kinds of things you need to do to keep your home. Knowing what to expect will give you the confidence you need to make the best decisions about your home purchase.

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3. What You Should Know About Your Mortgage Loan Application .....	Page 5
4. Understanding Your Costs Through Estimates, Disclosures and More .....	Page 8
5. What You Should Know About Your Closing .....	Page 11
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# 1. Overview of the Mortgage Process

## Taking the Right Steps to Buy Your New Home

Buying a home is an exciting experience, but it can be one of the most challenging if you don't understand the mortgage process. Many families feel overwhelmed because of the amount of paperwork they must complete. Knowing what to expect, especially if you're a first-time homebuyer, will help you make solid decisions about your home purchase.

This guide was written to help you navigate through the mortgage process—from the people involved, to the costs and forms you'll be asked to complete—and how you can take steps to make sure you keep your home long term. Understanding the primary purpose and function of the documents in the mortgage process, as well as the role of the many professionals involved, will make the mortgage process much less intimidating.

## Getting Started

As you begin the journey toward homeownership, there are many resources available to you, including community organizations, your local government housing agencies, real estate professionals and loan officers who understand and are willing to work with prospective homebuyers like you. You will face many decisions throughout the process. We strongly encourage you to seek out these resources' professional services to gather the facts so you can make the best decisions.

While it is tempting to look for your perfect home right away, there are some steps to follow before you start shopping for a home. Begin by determining how much you can afford, based on your spending plan and comfort level. One of your first steps should be to talk to a homeownership education counselor. Call 800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> for a list of housing counseling agencies approved by the U.S. Department of Housing and Urban Development (HUD) that can help you learn the homebuying basics and evaluate

your financial readiness. Or you can contact a Freddie Mac Borrower Help Center or Network which are trusted non-profit intermediaries with HUD-certified counselors on staff that offer prepurchase homebuyer education as well as financial literacy using tools such as the Freddie Mac CreditSmart® curriculum to help achieve successful and sustainable homeownership. Visit <http://myhome.freddiemac.com/resources/borrowerhelpcenters.html> for a directory and more information on their services. Next, talk to a loan officer to review your income and expenses, which can be used to determine the type and amount of mortgage loan you qualify for. Having a good credit history is also an important beginning step. If you have not yet established a credit history or need information on how to establish or improve your credit history, seek assistance from a homeownership education counselor.

### *Housing Counseling Resources*

Take advantage of the valuable housing counseling resources offered by community-based organizations, including:

- Housing counseling
- Developing a spending plan
- Long-term management of your money
- Review of different debt repayment options

For a list of housing counseling agencies approved by the U.S. Department of Housing and Urban Development, call 800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

For a directory of Freddie Mac Borrower Help Centers and the national Network, visit <http://myhome.freddiemac.com/resources/borrowerhelpcenters.html>.

## Educate Yourself About Protecting Your Finances

As you gather your information from experts, it's more important than ever to ensure that you are receiving reliable information that will enable you to make the right choices throughout the mortgage process. Follow these helpful tips so that you can protect



yourself against organizations that may not have your best interests in mind:

- **Say NO to “easy money.”** Beware if someone claims that your “credit problems won’t affect the interest rate.” If an offer is really appealing, get it in writing and then seek a second opinion.
- **Shop around.** Always talk to several lenders to find the best mortgage loan you qualify for. A mortgage loan product or lending practice may seem reasonable until compared with a similar mortgage loan product offered by other lenders.
- **Find out about prepayment penalties.** Know if the mortgage loan offered to you includes a fee if you pay off your loan early. If it is a requirement of the mortgage loan, you may want to ask about other products that do not contain a penalty.
- **Make sure documents are correct.** Beware of anyone offering to falsify your income information to qualify you for a mortgage loan. Never falsify information or sign documents that you know to be false.
- **Make sure documents are complete.** Do not sign documents that have incorrect dates or blank fields. Be wary of promises that a professional will “fix it later” or “fill it in later” after you’ve signed.
- **Ask about additional fees.** Make sure you understand all of the fees that are part of your mortgage process. Question any items you didn’t request or know about prior to the time you are asked to sign the mortgage loan documents.
- **Understand the total package.** Ask for written estimates that include all points and fees. Compare the annual percentage rate (APR), which combines a loan’s interest rate with certain other fees charged by the lender at closing and over the life of the loan.
- **Work with legitimate credit counselors.** Beware of scam credit counseling and credit consolidation agencies. Get all the facts before deciding to combine credit card or other debts into a mortgage loan.
- **If you’re not sure, don’t sign!** Get advice first from a reputable consumer credit counseling agency or housing counselor.

## Entering the Homebuying Process

Once you enter the process, you’ll be faced with a variety of forms and an assortment of paperwork. The materials in this Guide focus on what you need to know about both the process and the forms. They will give you an overview of the path to purchasing a home and they’ll describe and explain the most common mortgage forms you’re likely to be asked to complete. While the sections that follow will answer many of your questions, the professionals working with you should advise you and address your concerns along the way.

Each section in this Guide explains the major steps in the homebuying process. The information will take you from application to closing and it will even address the first months of homeownership to show you the kinds of things you need to do to ensure that you keep your home long term. You’ll also look at the role of the different people involved in the homebuying process: the loan officer, the real estate professional, the closing agent and the home inspector, among others, to better understand why they’re involved and what they do. The information in this Guide, coupled with the support from a trusted housing professional, will help ensure that you are better equipped for homeownership in the future.



## 2. Understanding the People and Their Services

### Who's Who and What's What

The process of obtaining a mortgage can seem quite complicated because of the number of people involved. Although it can appear overwhelming at times, it is important to recognize that each person you work with provides a specific service that will help you become a homeowner.

This section will acquaint you with the many people you'll work with as you buy your home. Some of the first people you'll meet include your loan officer and real estate professional. Your loan officer will help you determine how much you can afford to spend on a mortgage loan so that you choose the mortgage option that best suits your financial situation and a real estate professional will help you find the right home for you and your family. As you move further along in the mortgage process, you'll meet additional professionals, including a real estate appraiser, home inspector and closing representative. Here is a brief summary of the key members of your homebuying team and what they do for you:

- **Loan Officer**—Loan officers are mortgage specialists; they will use your credit, financial and employment information to see if you qualify for a mortgage and then come up with mortgage financing options that match your financial capacity. There are a variety of different mortgage options available. Fixed-rate mortgages provide a stable option since your interest rate remains the same for the length of your loan. The most common fixed-rate mortgage is a 30-year fixed-rate, although 15- and 20-year fixed-rate mortgages also provide certain advantages.

Your loan officer will also help you complete your mortgage loan application and keep track of what's happening during the loan approval process. Please be sure to read Section 3, *What You Should Know About Your Mortgage Loan Application*.

- **Real Estate Professional**—Real estate professionals (REPs) can help you find the kind of home you seek, examine comparable homes and compare different neighborhoods. They often provide specific community information on shopping, schools, property tax rates and more. Most important, REPs can look for homes that meet your needs and financial circumstances, helping you narrow your choices. And when you're ready to make an offer on a home, the real estate professional will usually handle the negotiations with the seller, including presenting your offer (what you're willing and able to pay for the property).

To find a real estate agent professional, you should ask your family and friends for referrals. You can also find an agent a REP who makes you feel comfortable and can provide the knowledge and services you need. The real estate agent professional is almost always paid by the seller upon the sale of the home.

- **Loan Processor**—The loan processor's job is to prepare your mortgage loan information and application for presentation to the underwriter. The loan processor will ask you for many documents, including documents about your income, your employment, your monthly bills and how much you have in the bank. In addition, the loan processor must make sure that all proper documentation is included, that all numbers are calculated correctly and double checked and that everything is stacked in the proper order. A well-processed loan file can decrease the amount of time it takes for a decision about your mortgage loan application.
- **Mortgage Underwriter**—The mortgage underwriter is the professional authorized to assess if you are eligible for the mortgage loan you are applying for. The mortgage underwriter will approve or reject your mortgage loan application based on your credit history, employment history, assets, debts and other factors.
- **Real Estate Appraiser**—The real estate appraiser's job is to look at the property you are purchasing and determine how much it's worth (or its *fair market value*). Real estate appraisers determine a home's value in a number of ways, including comparing the





value of similar homes that recently sold nearby. A real estate appraiser is specially qualified through education, training and experience to estimate the value of property.

- **Home Inspector**—Hiring a professional home inspector can be one of the most important things you can do to make sure your home is in good condition. An authorized inspector can uncover defects with the house that could cost you a lot of money down the road. For example, if the home inspector finds a serious problem, like a roof that needs to be replaced, you'll know upfront and can negotiate with the seller for the cost of the roof repair or replacement. If you don't find out that sort of thing until after you own the house, the problems (and costs) are yours alone. Your real estate professional can be a good reference for a home inspector.
- **Closing Representative**—Closing, which is also called "settlement," is the final step in buying your home. A representative of the closing company oversees and coordinates the closing, records the closing documents and disperses money to the appropriate individuals and organizations. Closing meetings are a standard part of the homebuying process.

At closing, you'll sign many documents like the mortgage note and mortgage or deed of trust. Proof of insurance and inspections, as well as any money due, are required before you get the keys to your new home. Once the closing meeting is complete, you can move into your new home.

### Other Housing Professionals

Along with the housing professionals previously listed, there are other important people and organizations that you'll work with as part of the homeownership process. These include:

- **Community-Based Organizations and Local Housing Counseling Agencies**—These are important organizations to consider contacting when you begin the homebuying process. Professionals in these organizations will help you assess your individual financial situation and help you improve your credit to ensure that you are well prepared for homeownership. They may also be able to identify local government sponsored down payment and closing cost assistance funding that you may be eligible to receive. Freddie Mac Borrower Help Centers and its national Network are also trusted nonprofit intermediaries with HUD-certified counselors on staff that offer prepurchase homebuyer education as well as financial literacy using tools such as the Freddie Mac CreditSmart® curriculum to help achieve successful and sustainable homeownership. Visit <http://myhome.freddiemac.com/resources/borrower-helpcenters.html> for a directory and more information on their services.
- **Mortgage Lender and Servicer**—The mortgage lender is the financial institution that provides funds for your mortgage. A mortgage servicer is the financial institution or entity that is responsible for collecting your ongoing mortgage payments. If you have difficulty paying your mortgage on time after you become a homeowner, be sure to contact your mortgage servicer who can provide you with a variety of options to help you stay in or sell your home. Your mortgage servicer may be the same as your lender, or may be a different company depending on who your lender is or how they manage your mortgage going forward. It is not uncommon for your lender to transfer the servicing of your mortgage to a different company after you close on your home.

All of these people play different but complementary roles. Knowing the roles of each type of professional will make the mortgage process flow as smoothly as possible.

### 3. What You Should Know About Your Mortgage Loan Application

Now that you've read about the key professionals in the homebuying process, it's time to start taking a closer look at the forms and assorted paperwork necessary to purchase a home. There are a number of important steps involved in making the dream of homeownership a reality and one of them is completing your mortgage loan application (the official title for this form is the *Uniform Residential Loan Application*).

This mortgage loan application includes several sections that capture information about you, your finances and details of your potential mortgage. It's lengthy and at first glance seems complicated, so in this section you'll learn about the reasons for each part of the form and why you're being asked to provide the requested information. Your loan officer will help you fill out this form.

Be sure to work with your loan officer to complete the application accurately and completely and take your time when answering the questions on the application. If you put false or inaccurate information on your mortgage application, it can seriously harm your chances of being approved and is illegal. **All of the personal information on your application is confidential and protected by federal law.**



### A Section-by-Section Guide to Your Mortgage Loan Application

Uniform Residential Loan Application					
<small>This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when <input type="checkbox"/> the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or <input type="checkbox"/> the income or assets of the Borrower's spouse or other person who has community property or similar rights pursuant to applicable state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person who has community property or similar rights and the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.</small>					
<small>If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):</small>					
Borrower		Co-Borrower			
I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> USDA/Rural Housing Service <input type="checkbox"/> FHA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):		Agency Case Number	Lender Case Number	
Amount \$	Interest Rate %	No. of Months	Amortization Type: <input type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):		
<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):					
II. PROPERTY INFORMATION AND PURPOSE OF LOAN					
Subject Property Address (street, city, state & ZIP)					No. of Units
Legal Description of Subject Property (attach description if necessary)					
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Other (explain):			Property will be:		
			<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment		
<small>Complete this line if construction or construction-permanent loan.</small>					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
\$	\$	\$	\$	\$	\$
<small>Complete this line if this is a refinance loan.</small>					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
\$	\$	\$			
Title will be held in what Name(s)			Manner in which Title will be held		Estate will be held in:
					<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					
<small>Uniform Residential Loan Application            Freddie Mac Form 65 7065 (rev. 4/09)            Page 1 of 5            Fannie Mae Form 1003 7065 (rev. 4/09)</small>					

There are 10 sections in the mortgage loan application that are described in detail in this chapter. Your loan officer will assist you with many sections of this document, especially as they relate to the type of mortgage and terms of the mortgage loan.

#### Section I: Type of Mortgage and Terms of Loan

The information in this section should match the type of mortgage and mortgage loan terms that you discussed with your loan officer. For purchases where you haven't selected a property yet, you can specify the maximum amount you wish to borrow.

#### Section II: Property Information and Purpose of Loan

If you've already selected a house, in this section you will need to provide information about the property, including the address, the year it was built, whether you

want to purchase or refinance—as well as other details about the purpose of the mortgage loan you seek.

### **Section III: Borrower Information**

This is personal information required of you and any co-borrower involved (any additional borrower who accepts responsibility for paying the mortgage, such as your husband or wife), including Social Security number, date of birth, marital status and status and contact information (street address and telephone numbers). If you have lived at your current address less than two years, be prepared to furnish former addresses for up to seven years.

With this identifying information, your lender will be able to obtain your credit report, which is a key factor in helping your loan officer assess your current financial situation.

### **Section IV: Employment Information/ Section V: Monthly Income and Combined Housing Expense Information**

In these sections, you need to provide a history of your employment (where you have worked and for how long), your monthly income and your monthly expenses (bills you pay every month)—along with recent pay-check stubs and federal W-2 income tax forms for the last two years. With this information, your loan officer can determine your ability to make regular payments on the mortgage and your capacity to afford the costs associated with owning a home.

If you have not worked at your current job for at least two years, or if you have multiple jobs, you will need to provide information on all jobs going back until you have a two-year history. Your loan officer will have you sign a Verification of Employment (VOE) form, which will be sent to your employer to verify your employment and earnings. A VOE form will also be sent to previous employers if you have been on the job less than two years.

Use your gross income for the Monthly Income column in Section V. Your gross income is how much money you make before taxes or deductions. This includes most sources of income, although you aren't required to disclose alimony, child support or separate maintenance payments if you do not choose to have

them considered for paying your mortgage. The information you provide will later be verified by a credit report ordered by your lender. Differences between your figures and those on the credit report will raise questions and may delay the decision on your mortgage loan, so it is important that you are as accurate as possible when filling out this section.

### **Section VI: Assets and Liabilities**

This section indicates your current financial position—how much you own (assets) versus how much you owe (liabilities). The difference between the two is your net worth.

If you have bank accounts, savings, retirement funds, investments, cars or trucks—even cash that you keep at home—they can be considered assets that support your application. You will need to provide copies of all of your account statements for at least two months. For the Liabilities section, you will be asked to itemize all of your current bills, loans and other debts, including current balances and monthly payments. Debts include automobile loans, credit cards, finance company loans, bank and credit union loans and existing mortgages, including home equity loans.

The assets and liabilities information you provide to your loan officer on the loan application will later be verified by a credit report ordered by the lender. If you have not yet established a credit record by obtaining a credit card or an auto loan, for example, your loan officer may look to see if you've paid your rent and utilities on time so they can evaluate your payment patterns.



## Important Documents to Complete Your Application

You will most likely need the following information to provide to your loan officer in order to complete Sections IV–VI of the mortgage loan application:

- Paycheck stubs for the past 30 days.
- W-2 forms for the past two years.
- Information about long-term debts, like car loans, student loans, etc.
- Recent statements from all of your bank accounts.
- Tax returns for the past two years if you're self-employed.
- Proof of any supplemental income.

## Section VII: Details of the Transaction

This section gives the all-important details of the mortgage loan—presented as estimates—including the purchase price of your home, closing costs and the total cost of your mortgage loan (including principal, interest and fees), among other information. Your loan officer will complete this area of the application. Make sure that it agrees with your understanding of the transaction and look closely at the estimated closing costs.

## Section VIII: Declarations

In this section, you will be asked to answer questions about any pending legal problems or other factors (past or present) that may influence your financial situation. For example, have you ever declared bankruptcy? This information, in combination with your credit report, will help your lender assess your ability to pay the mortgage. In addition, you will be asked to affirm if you are a U.S. citizen or a permanent resident alien. If you are not a U.S. citizen but can provide documentation to establish a legal presence in the U.S., you can still obtain a mortgage.

## Section IX: Acknowledgment and Agreement

Your signature is your word of honor. In this section, you sign your name, saying that the information you are providing is accurate and true to the best of your knowledge.

## Section X: Information for Government Monitoring Purposes

In this section of the application, you will need to provide such information as your ethnic origin and your race. That's because the U.S. government wants to be sure our housing finance system meets the needs of every racial and ethnic group in the country. This is one way they gather the statistics they need to ensure the system works fairly for everyone.

## Pre-Approval and It's On to the Next Step

**FICUS BANK**  
4321 Random Boulevard • Somers, CT 06083

Save this Loan Estimate to compare with your Closing Disclosure.

### Loan Estimate

<b>DATE ISSUED</b>	2/15/2013	<b>LOAN TERM</b>	30 years
<b>APPLICANTS</b>	Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	<b>PURPOSE</b>	Purchase
<b>PROPERTY</b>	456 Somewhere Avenue Anytown, ST 12345	<b>PRODUCT</b>	Fixed Rate
<b>SALE PRICE</b>	\$180,000	<b>LOAN TYPE</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
		<b>LOAN ID #</b>	123456789
		<b>RATE LOCK</b>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, until 4/16/2013 at 5:00 p.m. EDT

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT.

Loan Terms	Can this amount increase after closing?
<b>Loan Amount</b>	\$162,000 <b>NO</b>
<b>Interest Rate</b>	3.875% <b>NO</b>
<b>Monthly Principal &amp; Interest</b> <small>See Projected Payments below for your Estimated Total Monthly Payment</small>	\$761.78 <b>NO</b>
<b>Prepayment Penalty</b>	<b>YES</b> - As high as \$3,240 if you pay off the loan during the first 2 years
<b>Balloon Payment</b>	<b>NO</b>

Projected Payments	Years 1-7	Years 8-30
<b>Payment Calculation</b>		
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82	+ —
Estimated Escrow <small>Amount can increase over time</small>	+ 206	+ 206
<b>Estimated Total Monthly Payment</b>	<b>\$1,050</b>	<b>\$968</b>

<b>Estimated Taxes, Insurance &amp; Assessments</b> <small>Amount can increase over time</small>	\$206 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <small>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</small>	<b>In escrow?</b> <b>YES</b> <b>YES</b>
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Costs at Closing	
<b>Estimated Closing Costs</b>	\$8,054 <small>Includes \$5,672 in Loan Costs + \$2,382 in Other Costs - \$0 in Lender Credits. See page 2 for details.</small>
<b>Estimated Cash to Close</b>	\$16,054 <small>Includes Closing Costs. See Calculating Cash to Close on page 2 for details.</small>

Visit [www.consumerfinance.gov/mortgage-estimate](http://www.consumerfinance.gov/mortgage-estimate) for general information and tools.

LOAN ESTIMATE PAGE 1 OF 3 • LOAN ID # 123456789

Once the application is complete, your loan officer will review it with you and ask you and any co-borrowers to sign it. Your loan officer will then send it through their



organization to obtain approvals. If it's approved, you will receive a pre-approval letter, which is the lender's conditional commitment to lend you a specific amount of money for the purchase of your home.

With that pre-approval, you will know just how much house you can afford to buy. While this is helpful information, you need to decide for yourself if you can live comfortably with the amount of your suggested mortgage and the associated monthly mortgage payment.

## 4. Understanding Your Costs Through Estimates, Disclosures and More

Once you have completed the mortgage loan application process, your loan officer will provide you with a variety of documents outlining the costs associated with your loan. The most important are the Loan Estimate and the Closing Disclosure. These forms are required by law and are there for your protection.

### The Loan Estimate

Within three business days of submitting the application, your loan officer must provide you with a Loan Estimate. The Loan Estimate provides you with an estimate of your mortgage loan terms and settlement charges (also called closing charges, or costs to complete your mortgage transaction) if you are approved for a mortgage loan. With this information, you can evaluate your mortgage loan offer, or even explore a few other possibilities before accepting it.

The Loan Estimate is a three-page form with summary information of your loan terms, monthly payment and money needed at closing on the first page, details of your closing costs on the second page and additional information about your loan on the third page.

You can use your Loan Estimate to compare rates and settlement charges from other lenders. As the legal mortgage terminology used in the Loan Estimate may seem confusing, the following definitions should help you understand some of the most important information on this form.

- **Loan Terms**—This section defines the basic terms of your mortgage loan, including the initial loan amount, interest rate and initial monthly payment. This section also includes important information indicating if your interest rate can rise and if your loan has a prepayment penalty.
  - **Escrow Account Information**—Most lenders require you to pay in advance for some items that will be due after closing. These prepaid items generally include homeowner's insurance premiums and property taxes. The first page of the Loan Estimate indicates whether or not an escrow account is required and estimates the amount of your monthly escrow payment.
  - **Closing Cost Details**—Your closing costs include Loan Costs and Other Costs. Loan costs are divided into three categories:
    - Origination charges are fees charged by your lender for preparing and submitting your completed loan application and underwriting your loan. The Origination Charges can include an application fee, an underwriting fee and an origination charge or points. One point equals one percent (1%) of your mortgage amount.
    - Services You Cannot Shop For lists the fees for those settlement services for which the lender will select the person or entity that will provide those services. These services typically include appraisals and credit reports for example.
    - Services You Can Shop For lists the fees for those settlement services that you may shop for and choose the service provider. These services may include the company that issues title insurance, conducts a survey, or performs a pest inspection.
- Other Costs include: (1) Taxes and government fees such as recording fees and taxes and transfer taxes; (2) Prepaid such as homeowner's

insurance premiums for the first year of your loan term, prepaid interest and property taxes; and (3) Initial escrow payments at closing, which generally include two (2) months of homeowner's insurance premiums and property taxes.

Some common fees you may be charged include the following:

- **Appraisal Fee**—the fee paid to the professional appraiser who will assess the value of the home you want to buy. Since the home is the security or guarantee for the amount you are financing with your mortgage loan, your lender needs to know that the value of the property covers the loan amount. Most lenders will not provide you with a mortgage loan amount greater than what the appraiser determines is the property's fair market value.
- **Credit Report Fee**—the cost of getting copies of your credit report to assess your mortgage loan application. Your credit score, included in your credit report, is one of the most important factors in determining the interest rate that will be offered to you.

### *What Does Your Credit Report Include?*

Your credit report provides information on money you've borrowed from credit institutions, in addition to your payment history, and includes:

- **A list of debts and a history of how you've paid them.**  
This can include credit cards, auto loans, student loans, department store credit cards, etc.
- **Any bills referred to a collection agency.**  
This can include phone and medical bills.
- **Public record information.**  
This can include tax liens and bankruptcies.
- **Inquiries made about your creditworthiness.**  
An inquiry is made when you apply for credit. Your credit report can also show if you were given credit based upon the inquiry.

– **Title services fee and title insurance**—the fee paid to a title company to search county records to make sure that the title to the property you wish to buy is clear and free of any complications like pending debts or liens on the property.

- **Government recording charges**—the fee required to register the property under your name and record the mortgage or deed of trust.
- **Homeowners insurance**—This charge is for the insurance you must buy for the property to protect your property from a loss, such as fire, floods and storm damage. In many cases, homeowners choose to let the lender pay the insurance from an escrow account the lender sets up for you that you fund on a monthly basis.
- **Initial deposit for your escrow account**—This represents the money that you are required to pay in advance to establish your escrow account, so that this account can be used by the lender to pay for homeowners insurance, property taxes and other charges, if applicable.

Read the Loan Estimate very carefully and go over the list of fees with your loan officer to make sure that you have a clear understanding of what are you paying and why.

Please keep in mind that the Loan Estimate is only an estimate, and the actual charges you must pay at closing may differ. At your closing, you will receive a Closing Disclosure form that lists your actual loan costs. Compare the charges on the Closing Disclosure with the charges on the Loan Estimate to ensure that they have not dramatically changed. If they have changed, be sure to get a clear explanation of why. There are limits on the amount by which certain charges listed on the Loan Estimate can increase.

The Loan Estimate also includes certain disclosures that will enable you to see the total cost of your mortgage under the terms of your particular mortgage loan. This disclosure is required by law to inform you of the complete cost of your credit and allows you the opportunity to ask questions and understand how much you will pay for the mortgage loan you will get.

These disclosures reflect the most significant characteristics of your mortgage loan: (1) the annual percentage rate (APR); (2) the payment amount; and (3) the total interest percentage (TIP).

- The APR is not the interest rate for which you applied. This percentage rate takes into account the various loan charges, including loan discounts, origination fees, prepaid interest and other credit costs. The APR is important because it gives the true cost of borrowing since all of the finance charges associated with the mortgage loan are considered.
- The proposed payment amount shows the dollar amount of your payments and their frequency.
- The TIP is the total amount of interest that you will pay over the loan term as a percentage of your loan amount.

## The Commitment Letter

After your lender has approved your mortgage loan application, you should receive a commitment letter that specifies the amount of the mortgage loan, the number of years to repay the mortgage loan (the term), the interest rate, the APR and the monthly charges. You usually must accept the commitment by returning a signed copy to the lender within five to 10 days and you might have to pay part or all of the origination fees at this time. Once the commitment letter has been received, you are assured the financing needed to complete the purchase of your home and can now focus on completing the details required for closing.

## The Appraisal Disclosure

This document will inform you that you have the right to get a copy of the appraisal report that was obtained in conjunction with your application for credit.

## Other Disclosures

There are a number of other disclosures that will be given to you, including a disclosure about your credit report and your right to get a copy. You will also be required to sign a disclosure stating that you intend to actually occupy the property as your primary residence (live in the property

the majority of the time), as opposed to using the property as a second home or as an investment.

## The Final Document Before Closing: The Closing Disclosure

Your loan officer should provide you with a copy of the Closing Disclosure at least 3 business days before you sign the mortgage loan documents at your closing. This document discloses the actual dollar amounts you will pay for the various fees and services associated with the closing of your mortgage loan. Your closing costs can typically range from 3 percent to 7 percent of the mortgage loan amount, so it's important that you are aware of these costs and ask questions about them.

The Closing Disclosure contains the final terms of your loan, as well as the final loan charges that you will pay at closing. In addition to the disclosures contained in the Loan Estimate, the Closing Disclosure provides information regarding certain features of your loan, the amount financed, the finance charge and the total of payments.

**Closing Disclosure** This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

<b>Closing Information</b> Date Issued: 4/15/2013 Closing Date: 4/15/2013 Disbursement Date: 4/15/2013 Settlement Agent: Epitome Title Co. File #: 12-3456 Property: 456 Somewhere Ave Anytown, ST 12345 Sale Price: \$180,000		<b>Transaction Information</b> Borrower: Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345 Seller: Steve Cole and Amy Doe 321 Somewhere Drive Anytown, ST 12345 Lender: Focus Bank		<b>Loan Information</b> Loan Term: 30 years Purpose: Purchase Product: Fixed Rate Loan Type: <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA Loan ID #: 123456789 MIC #: 000054321	
--	--	--	--	--	--

Loan Terms		Can this amount increase after closing?
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <small>See Projected Payments below for your Estimated Total Monthly Payment</small>	\$761.78	NO
<b>Does the loan have these features?</b>		
Prepayment Penalty	YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <small>Amount can increase over time</small>	+ 206.13	+ 206.13
<b>Estimated Total Monthly Payment</b>	<b>\$1,050.26</b>	<b>\$967.91</b>

<b>Estimated Taxes, Insurance &amp; Assessments</b> <small>Amount can increase over time. See page 4 for details.</small> \$356.13 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <small>See Escrow Account on page 4 for details. You must pay for other property costs separately.</small>	<b>In escrow?</b> YES YES NO
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Costs at Closing	
Closing Costs	\$9,712.10 <small>Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs - \$0 in Lender Credits. See page 2 for details.</small>
Cash to Close	\$14,147.26 <small>Includes Closing Costs. See Calculating Cash to Close on page 3 for details.</small>

CLOSING DISCLOSURE PAGE 1 OF 5 - LOAN ID # 123456789

The amount financed is the loan amount available after paying your upfront finance charge. The finance charge is the dollar amount the loan will cost you and the total of payments is the total amount you will have paid after you make all payments of principal, interest, mortgage insurance and loan costs, as scheduled.

The Closing Disclosure also lists the date of the closing. In many places, the closing takes place at a title company or an escrow office. The escrow officer is an impartial third party in the transaction, who will be able to answer general questions about the terms of your mortgage loan, but won't be able to give you legal advice.

## 5. What You Should Know About Your Closing

### The Final Step to Homeownership

You and your family are finally ready to move to your new home. Your mortgage loan was approved, your house passed inspection, your belongings are packed and everyone is looking forward to moving day. All that's left is to attend your closing.

What is a closing? A closing is a meeting that involves all of the parties signing the final documents and legally transferring the property to you. There are costs and fees in this final step of which you need to be aware. This section will walk you through the entire process.

When you are finished signing the closing documents, you will be given the keys to your new home. The mortgage process is now complete and you are officially a homeowner.

### Who Will Be There?

Usually, the closing takes place at a title company or an escrow office. The following individuals should be there or be represented:

- You and any co-borrower (such as your spouse), if they're involved with the transaction
- Escrow officer
- Closing agent
- The seller's real estate professional
- Your real estate professional

The thing you'll probably remember most years later is how many times you had to sign your name. There are lots of documents that need your signature. Here's an overview of what will happen:

- You will sign a promissory note indicating that you have accepted the mortgage loan from your lender and agree to repay the amount borrowed, plus interest. You also will sign a security instrument which pledges your home as collateral for the loan. In some states this document is a mortgage and in other states it is a deed of trust.
- At closing, your lender will transfer the money to the seller on your behalf. The seller will then sign a document called the deed, transferring ownership of the property to you.
- The title company or settlement agent will prepare all the documents and make sure that they are properly recorded.
- Additionally, there will be a number of affidavits and declarations for you to sign. These legally binding documents spell out the financial obligation you are taking on and your rights as a homeowner.

Make sure you understand what you're signing. It is important to read the documents carefully. Don't hesitate to ask questions. Sometimes real estate professionals will go over the documents in detail before the actual closing, so you are comfortable with the process. If that seems like a good idea to you, by all means ask your real estate professional to spend time with you explaining the paperwork.

### The Documents in More Detail

Here's a little more detail about some of the paperwork you'll be asked to sign at your closing. Remember,



every person who buys a home has to sign this paperwork, no matter the country of origin, income level or native language.

### The Mortgage Note

The mortgage note is a legal document that provides evidence of your indebtedness and your formal promise to repay the mortgage loan, according to the terms you've agreed to. These terms include the amount you owe, the interest rate of the mortgage loan, the dates when the payments are to be made, the length of time for repayment and the place where the payments are to be sent. The note also explains the consequences of failing to make your monthly mortgage payments.

### The Mortgage or Deed of Trust

The mortgage or deed of trust is the security instrument that you give to the lender that protects the lender's interest in your property. When you sign the mortgage or the deed of trust (depending on the state where you live), you are giving the lender the right to take the property by foreclosure if you fail to pay your mortgage according to the terms you've agreed to. Financing a house is very similar to financing an automobile; in both cases the property is the security for the loan.

The mortgage or deed of trust states most of the information contained in the note. It also establishes your responsibility to keep the house in good repair, insure it, pay your real property taxes and make your payments on time.

### The Deed

A deed is a document that transfers ownership of the property to you. It contains the names of the previous and new owners and a legal description of the property and is signed by the person transferring the property. The deed gives you title to the property, but the title is conveyed to a neutral third party (called a trustee) until you pay the mortgage loan in full.

The closing agent will be responsible for recording this document so that it can be filed as part of your county's public records. You will receive a copy at closing and another copy after it has been recorded.

### Affidavits and Declarations

Affidavits and declarations are statements declaring something to be true, like the fact that the property will be your principal place of residence or that all the repairs needed on the property were completed prior to closing. In most cases you'll have to sign one or more affidavits at your closing.

## A Summary of Useful Tips

The closing process can be stressful because of all the paperwork you will need to sign. Just remember these few tips:

- Avoid feeling rushed by reading all the documents that will be sent to you prior to this meeting.
- Most people ask a lot of questions about the legal terminology in closing documents. Don't be afraid to ask as many questions as you need to ensure that you clearly understand the process and the paperwork.
- The documents in the mortgage process are the same for everybody, regardless of ethnic origin, language, gender or income. Federal law requires that you sign English language versions of all forms as your final, legally binding contract.

The day you close on your new home will be one of the most rewarding experiences of your life. While homeownership does come with responsibility, you'll take pride in the fact that you have a new home for you and your family to enjoy now and in the future.

## 6. Owning and Keeping Your Home

### Keeping Your Home and Your Finances in Order

Buying a home is a dream come true for many—but signing your mortgage documents is only the beginning of your homeownership responsibilities. Owning a home is an ongoing commitment—new issues and responsibilities can come up at any time. Just as you organized your finances in order to purchase your home, it's also wise to think through what it will take to stay comfortably in your home. That's what this section is all about.

We all know that life is unpredictable. Any number of unexpected things—a sudden illness in your family, the loss of a job, or a family emergency—could limit your ability to fulfill your financial obligations, including paying your mortgage on time. Prepare now so that if you are challenged in the future, you'll be better equipped to handle the situation.

Your agreement to pay your mortgage loan is very specific. It establishes the exact date when your mortgage loan is due each month, the amount of the payment and where it should be sent. Making late payments will result in late fees and will also negatively affect your credit score and your ability to obtain credit in the future.

Knowing these facts will give you the confidence to prepare for the unexpected by creating a plan that includes budgeting for emergencies.

### Protecting Yourself by Planning Ahead

Always have a backup plan ready in case you suddenly find yourself facing financial difficulty. One rule of thumb: work toward setting aside between three and six months of living expenses to protect yourself from unexpected financial problems. If you don't already have that, start saving today.

Follow a spending plan and take into account the new expenses you have as a homeowner, like taxes, insurance, furnishings and general maintenance and repair costs. Think about areas where you can reduce your monthly spending on nonessential services. For instance, temporarily canceling your gym membership or delaying electronics purchases may significantly reduce your monthly expenses.

#### *Take Into Account the New Expenses You Have as a Homeowner*

Remember that the mortgage is not the only expense of homeownership. Other expenses include:

- Homeowners insurance, interest and taxes (which may be factored into your monthly mortgage payment)
- Maintenance costs
- Utilities
- Water and garbage services
- Unexpected repairs

### Maintain Your Home

Every step you take now to care for your home will benefit you and your family in the future. It is important that you maintain the condition of your home for the safety and comfort of your family and to protect the value of your property. Once you move into your home, it is essential that you set aside part of your time and spending plan to maintain the property.

Plan ahead—if you know that your hot water heater is old and probably only has a year before it needs to be replaced, start budgeting for its replacement now. Keep track of the age of appliances, the roof, decks and other features. By knowing when things are likely to need maintenance, you can avoid unpleasant surprises that can impact your finances.

### If Your Mortgage Loan Is “Sold” or the Servicing of Your Mortgage Loan Is Transferred to Another Servicer

Don't be alarmed if an unfamiliar company notifies you that it has “bought” your mortgage loan or is now servicing your mortgage loan. Lenders regularly sell mortgage loans or transfer the servicing of mortgage loans to other companies. This transaction doesn't mean the terms or obligations of your mortgage loan have changed, only that you'll be sending your mortgage loan payment to another company, at another address.

If that happens, you'll be sent all the information you need from your current servicer and your new servicer so there is a smooth transition. It's wise to read carefully all correspondence related to your mortgage loan and keep company names, mailing addresses and telephone numbers in a file.

### Working with Your Lender to Prevent Foreclosure

If something happens in your life that has a negative impact on your ability to pay your mortgage, **contact your mortgage servicer** (the company where you send your mortgage payments) immediately. This is important: make that call as soon as you realize you won't be able to make a payment. It's not a conversation anyone looks forward to, because it can be embarrassing and uncomfortable. But remember, you're dealing with professionals who understand just what your options are and are trained to help you make the right choices to keep you in your home if at all possible. In some cases, people have lost their homes because they did not return their mortgage company's calls or written invitations to discuss payment options.

Don't wait until you miss a mortgage payment to contact your mortgage servicer. If you don't pay your monthly mortgage payments over a period of time, the mortgage company can foreclose. This means you will lose the title to your property and may be evicted from your home. The key here is to communicate, communicate, communicate.

### Community Resources

Nonprofit housing and credit counselors in your community can also provide assistance by helping you analyze your financial situation and put together a spending plan to help you pay your mortgage and other monthly expenses. These counselors can help you find and take advantage of local services or programs that provide financial, legal, medical or other support. They also play an important role in counseling borrowers who have fallen behind in their mortgage payments and may be facing foreclosure. HUD-approved housing counseling agencies are available to provide you with the information and assistance you need to avoid foreclosure. Find a list of HUD-approved foreclosure avoidance counseling agencies by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm>.

Through its on-the-ground Borrower Help Centers and national Network, Freddie Mac works with trusted national nonprofit intermediaries to support its ongoing commitment of helping struggling borrowers with Freddie Mac-owned mortgages avoid foreclosure. Their services include helping clients understand, identify and pursue a foreclosure prevention solution with their mortgage loan servicers, whenever possible. For a directory of Freddie Mac Borrower Help Centers and the national Network, visit <http://myhome.freddiemac.com/resources/borrowerhelpcenters.html>.

### Protecting Your Good Credit and Your Home

Your house has real monetary value and the potential to be a source for building wealth for you and your family. That's one reason why you could be the target of scam artists and unscrupulous people who want to give you loans against the equity you have in your house. Your equity is the amount your house is worth on the market, minus what you owe to your mortgage lender.

Be careful when you get these offers in the mail, by telephone or in person. If an offer sounds too good to be true, it usually is. Remember, it took you time and a disciplined attitude to build a good credit history and it's because of that good credit that you were able to obtain the approval on your mortgage loan.

When you protect your credit, you're protecting your ability to get financing with favorable terms in the future. If you are thinking about refinancing down the road, helping your kids get a college loan, opening a new line of credit or making improvements to your home, maintaining and protecting your good credit will help you get what you need.

### Prevention Checklist

It is important that you take a conservative approach to long-term homeownership. Plan for things you need and want and prioritize them. Be careful with your credit and cash. You'll find that being prudent in your planning and spending in the beginning will better position you for a successful homeownership experience.

Remember the following:

- Keep all your documents in a file in case you need to take legal action to protect your property and other assets.
- Create a spending plan that everyone in your family will follow; be sure to include new house expenses.
- Start a savings account for unexpected emergencies like extensive home repairs, illness and loss of employment.
- When using credit, always plan ahead for your purchases. Never make a major purchase on impulse. You need to have a plan for paying off that purchase. Ask yourself: "Do I really need to buy this now?"
- Protect your personal information and never share your Social Security number and account information with unknown companies and individuals.
- Never sign any document you don't understand, and don't allow anyone to pressure you into signing any contract you don't want to sign.
- Take advantage of free workshops on money and credit management from nonprofit groups in your local community.

### The Future Is Now

Every step you take now to protect your home will return many benefits in the future for you and your family.

Sure, your life as a homeowner will present you with some challenges, but the rewards are many and should you get into financial difficulty, help is only a telephone call away. There are companies and organizations in your area committed to supporting the success of new homeowners like you, because they believe homeownership is good for families and good for neighborhoods.

You should be proud. You've achieved the dream of homeownership.

## 7. Glossary of Mortgage Terms

The following mortgage terms are referenced in *Your Step-By-Step Mortgage Guide* or relate to one of the steps in the homebuying process explained in this guide.

**Adjustable-Rate Mortgage (ARM):** Also known as a variable-rate loan, an ARM usually offers a lower initial rate than a fixed-rate loan, but your payment can go up at set times and by set amounts. The interest rate can change at a specified time, known as an adjustment period, based on a published financial index that tracks changes in the current financial market. ARMs also have caps and floors, or a maximum and minimum that the interest rate can change at each adjustment period, as well as over the life of the loan.

**Amortization:** Paying off a loan over a period of time and at the interest rate specified in the loan documents. The amortization of a loan includes the payment of interest and a part of the amount borrowed in each mortgage payment. For instance, on a 30-year fixed-rate mortgage, the amortization period is 30 years.

**Annual Percentage Rate (APR):** How much a loan costs over the loan term expressed as a rate. The APR includes the interest rate, points, broker fees and certain other credit charges a borrower is required to pay. This is not the interest rate that is used in setting your monthly payment.

**Application Fee:** The fee that a mortgage lender charges to apply for a mortgage.

**Assets:** Items of value an individual owns, such as money in savings accounts, stocks, bonds and automobiles.

**Collateral:** Property which is used as security for a debt. In the case of a mortgage, the collateral is the house and land.

**Closing Costs:** The costs to complete the real estate transaction. These costs are in addition to the price of the home and are paid at closing. They include points, taxes, title insurance, financing costs, items that must be prepaid or escrowed and other costs. Your lender is required to provide you with the Loan Estimate and the Closing Disclosure so that you will understand your closing costs.

**Closing Disclosure:** A standard form required by Federal law that discloses the fees and services associated with closing your mortgage loan, as well as information about the terms of your loan. It discloses the mortgage loan amount being financed, closing fees and charges, the payment schedule, the interest rate, the annual percentage rate and any other costs associated with the mortgage loan.

**Co-Borrower:** Any additional borrower(s) whose name(s) appear on loan documents and whose income and credit history are used to qualify for the loan. Under this arrangement, all parties involved have an obligation to repay the loan.

**Co-Signer:** A term used to describe an individual who signs a loan or credit application with another person and promises to pay if the primary borrower doesn't pay. A co-signer is different from a co-borrower in that a co-signer takes responsibility for the debt only when the borrower defaults.

**Commitment Letter:** A letter from your lender stating the amount of the mortgage loan it is willing to make to you, the number of years to repay the mortgage loan (the term), the interest rate, the mortgage loan origination fee, the annual percentage rate and the monthly payments.

**Credit:** The ability of a person to borrow money, or buy goods by paying over time. Credit is extended based on a lender's assessment of the person's financial situation and ability to pay.

**Credit Bureau:** A company that gathers information on consumers who use credit. Lenders will ask for your permission before getting a copy of your credit report from these companies.

**Credit Report:** A document used by the lender to examine your use of credit. It provides information on money that you've borrowed from credit institutions, the amount of available credit you have in your name and your payment history. Lenders obtain credit reports from credit bureaus.

**Credit Score:** A computer-generated number that summarizes your credit profile and predicts the likelihood that you'll repay future debts.

**Debt:** Money owed by one person or institution to another person or institution.

**Default:** Failure to fulfill a legal obligation, like paying your mortgage. A default includes failure to pay on a financial obligation, but may also be a failure to perform some action or service that is non-monetary. For example, a mortgage requires the borrower to maintain the property.

**Down Payment:** A portion of the price of a home, paid upfront and not part of your mortgage.

**Earnest Money:** Funds from you to the seller, held on deposit, to show that you're committed to buying the home. The deposit will not be refunded to you after the seller accepts your offer. It will go toward your total closing costs and any remaining amount will then go toward your down payment, unless one of the sales contract contingencies is not fulfilled.

**Escrow:** A deposit by a borrower to the lender of funds to pay property taxes, insurance premiums and similar expenses when they become due.



**Equity:** The value of your home above the total mortgage amount you owe for your home. If you owe \$100,000 on your house but it is worth \$130,000, you have \$30,000 of equity. Your equity can fluctuate over time, based not only on your outstanding loan balance, but home price values in your local market area.

**Fixed-Rate Mortgage:** A mortgage with an interest rate that does not change during the entire term of the loan.

**Foreclosure:** A legal action that ends all ownership rights to a home when the homeowner fails to make a series of mortgage payments or is otherwise in default under the terms of the mortgage.

**Hazard Insurance:** Insurance coverage that provides compensation to the insured individual or family in case of property loss or damage.

**Homeowners Insurance:** A policy that protects you and the lender against losses due to fire, flood, or other acts of nature. It also offers protection against liability in the event that a visitor to your home is injured on your property.

**Liabilities:** Your debts and other financial obligations.

**Lien:** A claim or charge on property for payment of a debt. A mortgage is a lien, meaning the lender has the right to take the title to your property if you don't make the mortgage payments.

**Loan:** Money you borrow from a bank or other lender with a written promise to pay it back later. Banks and other lenders charge you fees and interest to borrow money.

**Loan Estimate:** A document that provides you with an estimate of the costs associated with your mortgage loan, as well as some other features of your loan. Your loan officer must provide you with a Loan Estimate within three business days of submitting the loan application.

**Loan Officer:** The person who takes applications for loans offered at the bank. The loan officer can answer your questions, provide written information explaining loan products and help you fill out a loan application.

**Loan Origination Fees:** Fees paid to your mortgage lender for processing the mortgage loan application. These fees are usually in the form of points. One point equals one percent of the mortgage amount. For instance on a \$100,000 mortgage, one point is \$1,000.

**Lock-In Agreement:** A written agreement from your lender guaranteeing a specific mortgage interest rate for a certain amount of time.

**Mortgage:** A loan using your home as collateral. In some states the term mortgage is also used to describe the document you sign (to grant the lender a lien on your home). It may also be used to indicate the amount of money you borrow, with interest, to purchase your house. The amount of your mortgage is usually the purchase price of the home minus your down payment.

**Mortgage Broker:** A home finance professional who specializes in bringing together borrowers and lenders to facilitate real estate mortgages.

**Mortgage Insurance:** Insurance that protects mortgage lenders against loss in the event of default by the borrower. If you make a down payment of less than twenty percent, your lender will generally require mortgage insurance.

**Mortgage Lender:** The lender providing funds for a mortgage. Lenders also manage the credit and financial information review, the property review and the mortgage loan application process through closing.

**Mortgage Note:** A legal document that provides evidence of your indebtedness and your formal promise to repay the mortgage loan, according to the terms you've agreed to. The Note also explains the consequences of failing to make your monthly mortgage payments.

**Mortgage Rate:** The interest rate you pay to borrow the money to buy your house.

**Mortgage Servicer:** The financial institution or entity that is responsible for collecting your mortgage loan payments.

**Principal:** The amount of money borrowed from the lender to buy your house or the amount of the mortgage loan that has not yet been repaid to the lender. This does not include the interest you will pay to borrow that money. The principal balance (sometimes called the outstanding or unpaid principal balance) is the amount owed on the loan minus the amount you repaid.

**Real Estate Professional:** An individual who provides services in buying and selling homes. A real estate professional who is a member of the National Association of REALTORS® is referred to as a Realtor®.

**Title:** Written evidence of the right to ownership in a property.

**Title Insurance:** Insurance providing protection against loss arising from problems connected to the title to your property.

**Uniform Residential Loan Application:** A standard mortgage loan application form on which you provide the lender with information required to assess your ability to repay the loan amount and to help the lender decide whether to lend you money.

**Underwriting:** The process that your lender uses to assess your eligibility to receive a mortgage loan. Underwriting involves the evaluation of your ability to repay the mortgage loan.

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

Date Issued 4/15/2013  
Closing Date 4/15/2013  
Disbursement Date 4/15/2013  
Settlement Agent Epsilon Title Co.  
File # 12-3456  
Property 456 Somewhere Ave  
Anytown, ST 12345  
Sale Price \$180,000

## Transaction Information

Borrower Michael Jones and Mary Stone  
123 Anywhere Street  
Anytown, ST 12345  
Seller Steve Cole and Amy Doe  
321 Somewhere Drive  
Anytown, ST 12345  
Lender Ficus Bank

## Loan Information

Loan Term 30 years  
Purpose Purchase  
Product Fixed Rate  
Loan Type ☒ Conventional ☐ FHA  
☐ VA ☐  
Loan ID # 123456789  
MIC # 000654321

## Loan Terms

Loan Amount	\$162,000	Can this amount increase after closing?
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Prepayment Penalty	Does the loan have these features? YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

## Projected Payments

Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> In escrow? YES YES NO

## Costs at Closing

Closing Costs	\$9,712.10	Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.



## Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>	<b>\$1,802.00</b>				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					
05					
06					
07					
08					
<b>B. Services Borrower Did Not Shop For</b>	<b>\$236.55</b>				
01 Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02 Credit Report Fee to Information Inc.		\$29.80			
03 Flood Determination Fee to Info Co.	\$20.00				
04 Flood Monitoring Fee to Info Co.	\$31.75				
05 Tax Monitoring Fee to Info Co.	\$75.00				
06 Tax Status Research Fee to Info Co.	\$80.00				
07					
08					
09					
10					
<b>C. Services Borrower Did Shop For</b>	<b>\$2,655.50</b>				
01 Pest Inspection Fee to Pests Co.	\$120.50				
02 Survey Fee to Surveys Co.	\$85.00				
03 Title – Insurance Binder to Epsilon Title Co.	\$650.00				
04 Title – Lender's Title Insurance to Epsilon Title Co.	\$500.00				
05 Title – Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06 Title – Title Search to Epsilon Title Co.	\$800.00				
07					
08					
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>	<b>\$4,694.05</b>				
Loan Costs Subtotals (A + B + C)	\$4,664.25	\$29.80			
<b>Other Costs</b>					
<b>E. Taxes and Other Government Fees</b>	<b>\$85.00</b>				
01 Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02 Transfer Tax to Any State			\$950.00		
<b>F. Prepays</b>	<b>\$2,120.80</b>				
01 Homeowner's Insurance Premium ( 12 mo.) to Insurance Co.	\$1,209.96				
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest ( \$17.44 per day from 4/15/13 to 5/1/13 )	\$279.04				
04 Property Taxes ( 6 mo.) to Any County USA	\$631.80				
05					
<b>G. Initial Escrow Payment at Closing</b>	<b>\$412.25</b>				
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66				
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04					
05					
06					
07					
08 Aggregate Adjustment	- 0.01				
<b>H. Other</b>	<b>\$2,400.00</b>				
01 HOA Capital Contribution to HOA Acre Inc.	\$500.00				
02 HOA Processing Fee to HOA Acre Inc.	\$150.00				
03 Home Inspection Fee to Engineers Inc.	\$750.00				\$750.00
04 Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05 Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06 Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07 Title – Owner's Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>	<b>\$5,018.05</b>				
Other Costs Subtotals (E + F + G + H)	\$5,018.05				
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>	<b>\$9,712.10</b>				
Closing Costs Subtotals (D + I)	\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits					

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES • See details in Sections K and L
<b>Cash to Close</b>	<b>\$16,054.00</b>	<b>\$14,147.26</b>	

**Summaries of Transactions**

Use this table to see a summary of your transaction.

**BORROWER'S TRANSACTION**

<b>K. Due from Borrower at Closing</b>	<b>\$189,762.30</b>
01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$9,682.30

**Adjustments**

04	
05	
06	
07	

**Adjustments for Items Paid by Seller in Advance**

08	City/Town Taxes	to	
09	County Taxes	to	
10	Assessments	to	
11	HOA Dues	4/15/13 to 4/30/13	\$80.00
12			
13			
14			
15			

<b>L. Paid Already by or on Behalf of Borrower at Closing</b>	<b>\$175,615.04</b>
01 Deposit	\$10,000.00
02 Loan Amount	\$162,000.00
03 Existing Loan(s) Assumed or Taken Subject to	

04	
05 Seller Credit	\$2,500.00

**Other Credits**

06 Rebate from Epsilon Title Co.	\$750.00
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07	
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**Adjustments**

08	
09	
10	
11	

**Adjustments for Items Unpaid by Seller**

12	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
13	County Taxes	to	
14	Assessments	to	
15			
16			
17			

**CALCULATION**

Total Due from Borrower at Closing (K)	\$189,762.30
Total Paid Already by or on Behalf of Borrower at Closing (L)	– \$175,615.04

**Cash to Close** ☒ **From** ☐ **To Borrower** **\$14,147.26****SELLER'S TRANSACTION**

<b>M. Due to Seller at Closing</b>	<b>\$180,080.00</b>
01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale	

03

04

05

06

07

08

09

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11

12

13

14

15

16

<b>N. Due from Seller at Closing</b>	<b>\$115,665.04</b>
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$12,800.00
03 Existing Loan(s) Assumed or Taken Subject to	

04 Payoff of First Mortgage Loan	\$100,000.00
05 Payoff of Second Mortgage Loan	

06	
07	

08 Seller Credit	\$2,500.00
------------------	------------

09	
10	

11	
12	

13	
----	--

**Adjustments for Items Unpaid by Seller**

14	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
15	County Taxes	to	
16	Assessments	to	
17			
18			
19			

**CALCULATION**

Total Due to Seller at Closing (M)	\$180,080.00
Total Due from Seller at Closing (N)	– \$115,665.04

**Cash** ☐ **From** ☒ **To Seller** **\$64,414.96**

# Additional Information About This Loan

## Loan Disclosures

### Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☒ will not allow assumption of this loan on the original terms.

### Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☒ does not have a demand feature.

### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☒ do not have a negative amortization feature.

### Partial Payments

Your lender

- ☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

### Security Interest

You are granting a security interest in  
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

### Escrow Account

For now, your loan

- ☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues  You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

## Loan Calculations

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$118,830.27
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$162,000.00
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

## Other Disclosures

### Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

### Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

### Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

## Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
<b>Name</b>	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
<b>Address</b>	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
<b>NMLS ID</b>					
<b>ST License ID</b>			Z765416	Z61456	Z61616
<b>Contact</b>	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
<b>Contact NMLS ID</b>	12345				
<b>Contact ST License ID</b>			P16415	P51461	PT1234
<b>Email</b>	joesmith@ ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@ epsilontitle.com
<b>Phone</b>	123-456-7890		123-555-1717	321-555-7171	987-555-4321

## Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date

Co-Applicant Signature

Date



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# Glossary



**ADJUSTABLE-RATE MORTGAGE (ARM)**

The interest rate on an ARM loan changes at specific times over the life of the loan based on changes in an independent index tied to lender borrowing costs. Some ARM loans put a cap on payment changes, which can result in negative amortization. Interest rate changes can also be capped.

**AMORTIZATION**

A loan is repaid in equal installments calculated over the term or life of the loan. In the early years, most of the loan payment is applied to interest, while in the latter years, most of it is applied to principal.

**ANNUAL ESCROW STATEMENT**

Each year, the servicer will forward borrowers an itemized statement showing the payments collected over the prior 12 months and how they were applied to principal, interest, taxes and insurance. The statement should also disclose when the tax and insurance payments were made.

**ANNUAL PERCENTAGE RATE (APR)**

The total cost of a loan calculated on an annualized basis. APRs make it easier to compare loan products with different rate and point combinations.

**APPRAISAL**

Appraisals estimate the market value of a home based on comparisons with similar properties. Unlike a home inspection, the appraisal does not produce a detailed assessment of the property's systems or structure.

**APPRECIATION**

The value of a property may increase, or appreciate, over time. Two factors that influence the value of a home are the economic health of the region and how well the property is maintained.

**ASSUMPTION**

Under an assumption, an individual takes over the existing mortgage of a property with the approval of the servicer. However, not all mortgage products may be assumed.

**AUTOMATED UNDERWRITING**

A computer-based approach to underwriting that enables a lender to process a loan application more quickly, efficiently and objectively — and use more sophisticated measures of risk.

**BIWEEKLY**

For most loans, payments are made on a monthly basis. With biweekly mortgages, payments are made every other week. By making 26 biweekly payments annually (the equivalent of 13 monthly payments a year), the borrower can pay off the loan quicker.

**CLOSING**

At the closing or settlement, ownership of the property is legally transferred from the seller to the buyer.

**CLOSING COSTS**

The costs paid at closing by the buyer and seller. These costs are itemized on a Closing Disclosure form. Closing costs may range from 3 percent to 10 percent of the home's sale price.

**CLOSING DISCLOSURE  
(CD)**

Lenders are required to provide borrowers the CD at least three business days before the scheduled closing. Replacing the three disclosures previously required before October 2015 — the Good Faith Disclosure, the HUD-1 Settlement Statement, and the Truth in Lending disclosure — the CD summarizes the details of a borrower's loan. Borrowers have the opportunity to check the specifics and resolve any discrepancies during the three days before closing.

**COMMUNITY PROPERTY**

Property acquired by husband, wife or both during marriage, which gives each spouse an interest in the property whether or not each appears on the title.

**CONDOMINIUM**

A type of property ownership in which the owner holds title to an individual living unit and shares ownership of common areas.

**CONTINGENCY**

A condition on the sales contract that must be met to make the contract legally binding. Typical contingencies include securing financing or conducting an appraisal.

**CONVENTIONAL  
MORTGAGE**

If a mortgage loan is not insured or guaranteed by the federal government, it is considered to be a conventional loan.

**CO-OP**

Co-ops or co-operatives are a type of property ownership in which each co-op owner holds a share in the corporation that owns the entire building.

**CREDIT SCORE**

A statistical method of measuring an individual's management of credit. It predicts the relative likelihood that the individual will repay a mortgage or other forms of debt. Most mortgage lenders use the credit score formula developed by the Fair Isaac Corporation, known as the FICO® score.

**DEED-IN-LIEU OF FORECLOSURE**

The servicer agrees to accept the deed to a property in case of a loan default. This option is typically considered only after all others have been explored.

**DEPRECIATION**

The value of a property may decrease, or depreciate, over time. Two factors that influence the value of a home are the economic health of the region and how well the property is maintained.

**DISCOUNT POINTS**

One discount point is 1 percent of the loan amount. These points represent interest paid up front to the lender rather than over the life of the loan. Typically, the higher the interest rate, the lower the discount points and vice versa.

**DISCRETIONARY EXPENSE**

Non-essential expenses such as entertainment or luxury items that a consumer can control more easily than essential costs like a car payment or utility bill.

**DOWN PAYMENT**

The portion of the sales price paid in cash. Down payments typically range around 3–5 percent for first-time homebuyers.

**EARNEST MONEY**

A portion of the down payment that is placed in escrow with the real estate agent when the sales contract is accepted. The earnest money deposit indicates the buyer's firm intention to purchase the property in question. If the contract is accepted by the seller, these funds will be used toward the purchaser's down payment and closing costs.

**EQUITY**

The difference between the value of the property and the amount owed on the mortgage. Equity increases over time as the mortgage is paid down and when the property increases in value.



**ESCROW ACCOUNTS**

On a monthly basis, lenders typically collect one-twelfth of the annual payments due on property taxes and hazard and mortgage insurance premiums. These monthly payments are placed in an escrow account, from which the lender pays tax and premium payments annually when they are due.

**FIXED-RATE LOAN**

The interest rate on a fixed-rate mortgage will not change throughout the life of the loan.

**FORBEARANCE**

Under the terms of a formal, written agreement between the borrower and the servicer, the borrower's mortgage payments are reduced or suspended for a specific period of time. At the end of the period, the borrower is required to resume regular monthly payments, plus an additional sum to make up for the past-due amount.

**FORECLOSURE**

The legal process by which a lender sells a property because the loan is in default.

**FOUR Cs**

In traditional underwriting, the lender examines the applicant's Collateral, Capacity, Credit and Capital to determine whether to grant the loan.

**GOVERNMENT MORTGAGES**

Mortgage loans that are insured or guaranteed by the federal government.

**GROSS MONTHLY INCOME**

The amount an individual earns before taxes and other deductions are taken out of his or her paycheck.

**HVAC**

A home's heating, ventilation and air-conditioning systems.

**HOME ENERGY AUDIT**

A review and assessment of a home's energy usage and recommendations of measures that can make it more energy efficient.

**HOME ENERGY RATING SYSTEM (HERS)**

An audit examining the energy performance of the heating, cooling and hot-water systems of a home in comparison with a "standard" home. The results of the study can be used to identify steps to conserve energy.

**HOME EQUITY LOAN**

Loans secured by a home that can be used for a broad variety of purposes — to consolidate loans, pay college tuition or take a vacation. The interest on a home equity loan or lines of credit may be tax-deductible. Please consult your tax advisor for details. Borrowers should carefully review the terms and affordability of such loans because in the end the home is at stake.

**HOME INSPECTION**

Conducted by a certified inspector, this includes a detailed review of the home's systems and structure of the home. The inspection report itemizes the condition of each item inspected and makes recommendations for addressing any deficiencies. This inspection is typically not required by lenders, but is strongly recommended for buyers.

**HOME WARRANTY**

Home warranties generally cover repairs to specified parts of a home, such as major appliances or the plumbing, electrical, heating and air-conditioning systems.

**HOUSING EXPENSE RATIO**

In traditional mortgage underwriting, the housing expense ratio is used as a guideline to calculate how large the monthly housing expense payments should be based on gross monthly income. For example, if a mortgage product has a housing expense ratio of 33 percent, the borrower's monthly housing expenses should not exceed 33 percent of his or her gross monthly income.

**JOINT TENANCY**

A form of ownership under which owners have equal interest in the property and may sell their interest to whomever they choose. When one owner dies, the surviving owner(s) automatically inherit that share.

**LOAN ESTIMATE (LE)**

Lenders must provide an LE to borrowers within three days of receiving a loan application. The LE summarizes the key information about the loan, including estimated interest rate, monthly payments and total closing costs, as well as estimated taxes and insurance. The LE should also explain whether the loan carries any prepayment penalty or negative amortization features. The LE is a standard form designed to help borrowers better understand the terms of a loan and allow them to compare different terms from multiple lenders.

**LOAN MODIFICATION**

With a loan modification, the servicer changes one or more of the terms of the loan to help the borrower bring a defaulted amount current. This option is generally used with borrowers whose financial problems are expected to be long-term.

**LOAN OFFICER**

Unlike a mortgage broker who has relationships with dozens of lenders, a loan officer works for only one lender. The loan officer should work with an applicant to make the best match between the applicant's financial situation and the lender's loan products.

**LOAN TO VALUE (LTV)**

The LTV ratio is calculated by dividing the unpaid loan balance by the current value of the property.

**MANUFACTURED  
(CHASSIS-BUILT) HOME**

A factory-built home on a permanent frame with a removable transportation system, delivered and permanently attached to a site-built foundation.

**MORTGAGE OR DEED  
OF TRUST**

The mortgage or Deed of Trust is the recorded evidence of the promise to repay the loan. If the loan is not repaid as promised, the lender may take over the property.

**MORTGAGE BROKER**

A mortgage broker acts as the intermediary between a borrower and the lender. Brokers must specify up front exactly how they are being paid for their services.

**MORTGAGE INSURANCE**

Mortgage insurance reimburses the lender or investor for losses incurred during a foreclosure. The borrower pays the monthly mortgage insurance premium.

**MULTIPLE LISTING  
SERVICE**

A listing of properties for sale maintained by local members of the National Association of Realtors®.

**NEGATIVE  
AMORTIZATION**

Negative amortization may occur on adjustable-rate mortgage loans with payment caps. If the cap is reached, the difference between what the borrower is paying and what he or she would pay without the cap is added to the loan balance — resulting in negative amortization.

**NON-TRADITIONAL  
CREDIT**

An applicant with limited or no history with credit cards, car loans or student debt, but may be able to document a good payment record from other sources, including rent, utilities, cell phones or other accounts.

**NOTE**

A document signed by the borrower at closing as a formal promise to repay the mortgage loan according to the specified terms.

**ORIGINATION POINT**

Lenders may charge origination points to offset the administrative costs of processing and underwriting the loan. Each point is 1 percent of the loan amount.

**PANELIZED HOME**

Pre-built walls, floors and roof elements in small panel form are assembled at the site and attached to a foundation.

**PITI**

An industry terms for the four elements of a mortgage payment — Principal, Interest, Taxes and Insurance.

**PRE-CUT HOME**

Lumber is cut to specific lengths at the factory and then the home is constructed by workmen at the permanent site.

**PREDATORY LENDERS**

There is no single, clear-cut definition of predatory lending. Basically, a lender exhibits predatory behavior when placing its interests above the interests of the borrower. For example, approving a loan the predatory lender knows or believes the borrower cannot afford.

**PREFORECLOSURE SALE**

Also called a “short sale.” Under this arrangement, the servicer agrees to accept the proceeds from the sale of a home even though the amount is less than owed.

**PREPAYMENT PENALTY**

Some loans allow the lender to impose a penalty when a borrower pays off the loan quicker than the prescribed schedule.

**PREPAYS**

The lender may collect certain expenses at closing in advance of when they are due, such as collecting one full year’s premium for mortgage insurance and/or hazard insurance to set up the escrow accounts.

**RATE LOCK-IN**

A written agreement under which the lender will lock in or guarantee an interest rate/point combination for a period of time after taking the loan application.

**REFINANCE**

To pay off one or more existing mortgage loans with funds received from a new mortgage on the same property. This is usually done to reduce the interest rate, the mortgage payment or to draw out cash from the home's equity.

**REVERSE MORTGAGE**

A mortgage in which a homeowner (age 62 or older) borrows money against the equity in the home in the form of periodic payments according to a selected schedule. The amount owed is typically repaid when the home is sold or it passes into an estate. Neither the senior nor the estate can be required to pay more than the value of the home. The borrower remains responsible for property taxes, homeowners insurance and other non-mortgage home expenses.

**SECOND MORTGAGE**

A type of mortgage loan that is subordinated to the first mortgage. In other words, the second mortgage lender stands in line behind the holder of the first mortgage in the event of a foreclosure.

**SERVICING**

Collection of loan payments and performance of other mortgage related services, including interactions with the borrowers, which may be performed by the lender or by a servicing company authorized to perform these tasks.

**SOLE OWNERSHIP**

Title to the property is held in one person's name only.

**SURVEY**

A drawing or map of the precise boundaries of the property, as well as easements, rights of way and other physical features.

**TENANCY BY ENTIRETY**

With this type of title for married couples, a surviving spouse automatically inherits the property following the death of the other spouse.

**TENANCY IN COMMON**

If title to the property is held using this option and one owner dies, that ownership may go to his or her heirs rather than to the surviving owner(s).

<b>TERM</b>	The scheduled duration of a mortgage — typically 30 years, but shorter-term mortgages are also available.
<b>TITLE</b>	A legal document evidencing the legal ownership of a property.
<b>TITLE INSURANCE</b>	A policy protecting against loss resulting from disputes over ownership of the property. The borrower is required to buy a policy for the lender and should also buy a policy to protect his or her own interests as well.
<b>TOTAL DEBT RATIO</b>	In traditional mortgage underwriting, this calculation determines how large the monthly payments on housing expenses and other debts (student and car loans, credit card debt, etc.) should be, based on gross monthly income. For example, if a mortgage product has a total debt ratio of 38 percent, the borrower's housing expenses plus other debts should not exceed 38 percent of his or her gross monthly income.
<b>TOWNHOUSE</b>	A type of condominium in which one owns an individual living unit and shares ownership of the common areas.
<b>TRANSFER OF SERVICING</b>	At any point, the lender or servicer collecting the mortgage payments may transfer that responsibility to another servicer. The basic terms of the mortgage will remain unchanged and borrowers typically have a 60-day grace period in case their payments are sent to the wrong place.

## Financing Resources

For additional information go to:

Mortgages, Loan Programs & Grants:

[www.HUD.gov](http://www.HUD.gov)

[www.hud.gov/states/nebraska](http://www.hud.gov/states/nebraska)

[https://www.hud.gov/program\\_offices/housing/sfh/brokers](https://www.hud.gov/program_offices/housing/sfh/brokers)

[https://www.hud.gov/program\\_offices/housing/sfh/ins](https://www.hud.gov/program_offices/housing/sfh/ins)

[www.consumerfinance.gov](http://www.consumerfinance.gov)

[www.va.gov](http://www.va.gov)

[www.usda.gov](http://www.usda.gov)

[www.rd.usda.gov/ne](http://www.rd.usda.gov/ne)

[www.nifa.org](http://www.nifa.org)

[www.knowyouroptions.com](http://www.knowyouroptions.com)

Appraisals, Money, Title & Credit:

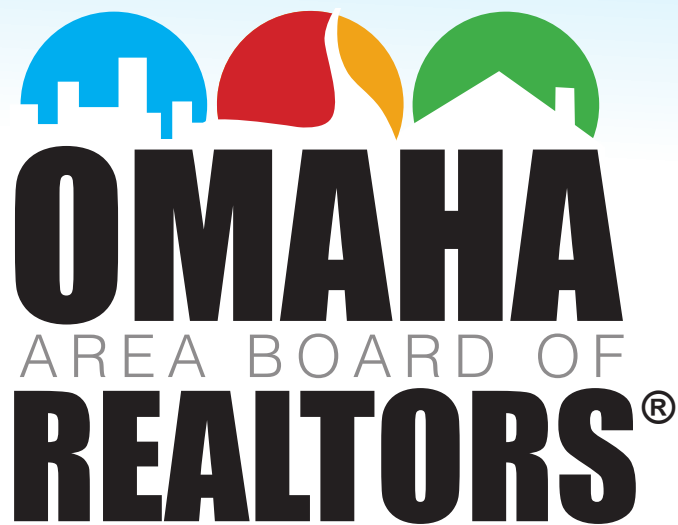
[www.bankrate.com](http://www.bankrate.com)

[www.homeclosing101.org](http://www.homeclosing101.org)

[www.fico.com](http://www.fico.com)

[www.appraisalfoundation.org](http://www.appraisalfoundation.org)

# SUPRA





# SupraWEB

*Guide for Agents*



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# Overview

SupraWEB is the agent website. With SupraWEB you can perform several functions from your computer or mobile device. The functions that are displayed in SupraWEB depend on the type of electronic key, key service, device choice, and features chosen by the association/MLS.

Things you can do	Key-specific activities on SupraWEB
<ul style="list-style-type: none"><li>Obtain an update code for a key</li><li>Identify keyholder names by key serial number</li><li>Manage keybox inventory and listing information</li><li>View, email, and schedule activity reports</li><li>Set up showing notifications</li><li>View and send showing feedback</li><li>Manage your bill</li></ul>	<p>To learn more about SupraWEB functions available specifically with your key, see the key user manual on <a href="http://www.supraekey.com">www.supraekey.com</a>. Below are some examples of key specific SupraWEB functions.</p> <ul style="list-style-type: none"><li>Set up your market area (<i>eKEY Professional users</i>)</li><li>Change your PIN code (<i>eKEY and XpressKEY users</i>)</li><li>Obtain an authorization code to install the eKEY software (<i>eKEY users</i>)</li><li>Manage alerts, if this feature activated (<i>ActiveKEY and XpressKEY users</i>)</li><li>Keybox Assistant (<i>eKEY and XpressKEY users</i>)</li></ul>

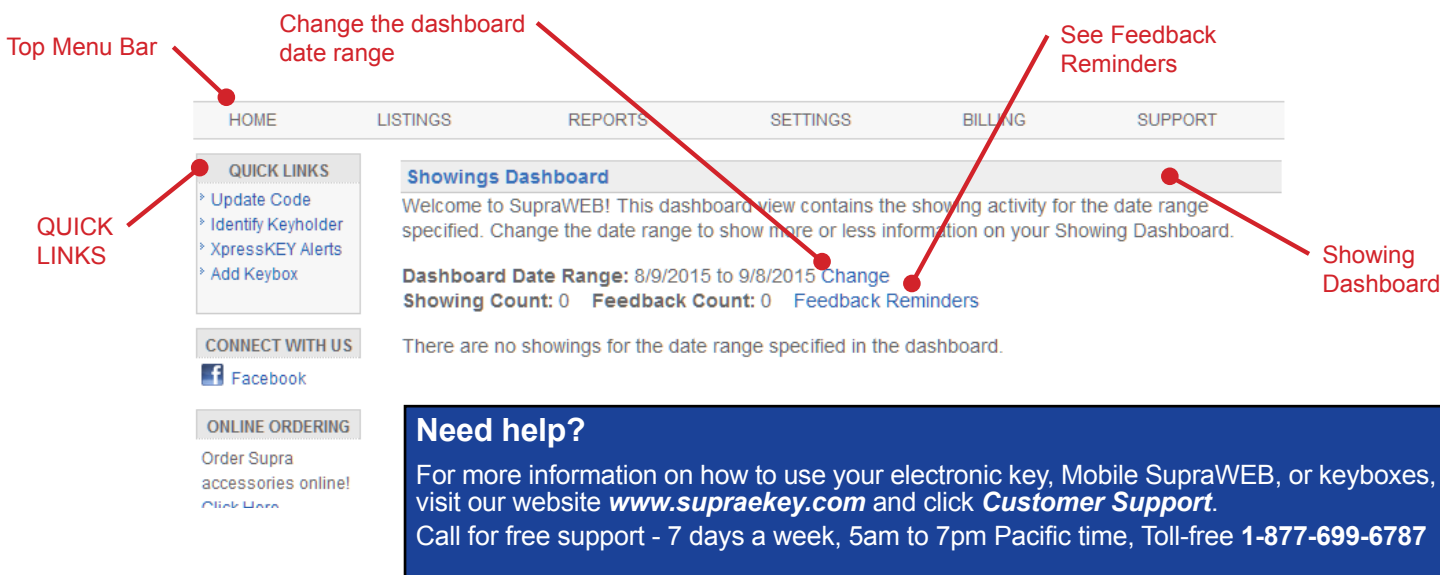
## Login to SupraWEB

To log into SupraWEB, a key must be assigned to you first. This first time login requires the user ID and password, key serial number, PIN, and choosing the board/association from the list.

Steps	
1. Go to <a href="http://www.supraekey.com">www.supraekey.com</a> .	 The login form contains fields for Key Serial Number, PIN, and Association/MLS (a dropdown menu showing '45--Daiko Sangyo'). A Login button is at the bottom right.
2. Click <b>SupraWEB Login for Real Estate Agents</b> .	
<b>Note:</b> Click <i>Register</i> on the home page to sign up for a Single Sign On (SSO) user ID and password.	
3. Enter your user ID and password and select <b>Login</b> .	

## SupraWEB Home Page

In SupraWEB, the *Showings Dashboard* displays the showing activity at your listings (keyboxes in your inventory) for the date range specified. The showing data is available for the last six (6) months. Boards can opt-in to features, which determine what is available to view in SupraWEB. The top menu bar links to feature pages. The *QUICK LINKS* are frequently accessed actions. In the *Showings Dashboard*, click on any of the headings with arrows to sort the information.

A screenshot of the SupraWEB home page with several red arrows pointing to specific features. The arrows are labeled: 'Top Menu Bar' points to the navigation bar; 'QUICK LINKS' points to the left sidebar; 'Change the dashboard date range' points to the 'Change' link in the dashboard; 'See Feedback Reminders' points to the 'Feedback Reminders' link; and 'Showing Dashboard' points to the main dashboard area. The page includes a top menu bar with links to HOME, LISTINGS, REPORTS, SETTINGS, BILLING, and SUPPORT. A left sidebar contains QUICK LINKS (Update Code, Identify Keyholder, XpressKEY Alerts, Add Keybox), CONNECT WITH US (Facebook), and ONLINE ORDERING. The main content area features the Showings Dashboard with a welcome message, date range (8/9/2015 to 9/8/2015), and showing/feedback counts. A bottom banner asks for help and provides contact information.

Top Menu Bar

QUICK LINKS

Change the dashboard date range

See Feedback Reminders

Showing Dashboard

**Need help?**  
For more information on how to use your electronic key, Mobile SupraWEB, or keyboxes, visit our website [www.supraekey.com](http://www.supraekey.com) and click **Customer Support**.  
Call for free support - 7 days a week, 5am to 7pm Pacific time, Toll-free **1-877-699-6787**

## Home Page Quick Links

QUICK LINKS section on the home page shows the most common tasks used on SupraWEB. Options that are available depend on the type of key.

### QUICK LINKS

eKEY	XpressKEY	DisplayKEY	ActiveKEY
<div>QUICK LINKS</div> <ul style="list-style-type: none"> <li>Update Code</li> <li>Identify Keyholder</li> <li>Authorization Code</li> <li>Change PIN</li> <li>Market Area</li> <li>Add Keybox</li> <li>Assign Listing</li> </ul>	<div>QUICK LINKS</div> <ul style="list-style-type: none"> <li>Update Code</li> <li>Identify Keyholder</li> <li>XpressKEY Alerts</li> <li>Add Keybox</li> </ul>	<div>QUICK LINKS</div> <ul style="list-style-type: none"> <li>UpdateCode</li> <li>Identify Keyholder</li> <li>Add Keybox</li> <li>Assign Listing</li> </ul>	<div>QUICK LINKS</div> <ul style="list-style-type: none"> <li>Update Code</li> <li>Identify Keyholder</li> <li>ActiveKEY Settings</li> <li>ActiveKEY Alerts</li> <li>Add Keybox</li> </ul>

### Common Key Quick Links

Update Code	Display a current update code for the key <b>Note:</b> For BlackBerry devices, set up the market area on the BlackBerry first.
Identify Keyholder	Identify the name of a keyholder by key serial number
Add Keybox	Add keyboxes to the <i>Showings Dashboard</i> and in reports
Assign Listing	Assign a listing ID to a keybox from the inventory to show where it is placed (except in ActiveKEY)

### Additional Quick Links for eKEY

Authorization Code	Generate an authorization code used to install the eKEY software
Change PIN	Change the eKEY PIN code
Market Area	Set up or make changes to your market area (for eKEY Professional service customers) <b>Note:</b> For BlackBerry devices, set up the market area on the BlackBerry first.

### Additional Quick Links for XpressKEY

XpressKEY Settings	Receive a message when a keybox battery is low
XpressKEY Alerts	Set up XpressKEY Alert contacts and message <b>Note:</b> This is if your association or organization has this feature activated.

### Additional Quick Links for ActiveKEY

ActiveKEY Settings	Receive a message when a keybox battery is low
ActiveKEY Alerts	Set up ActiveKEY Alert contacts and message <b>Note:</b> This is if your association or organization has this feature activated.

## Menu Bar

The *Menu Bar* at the top of the screen allows for easy navigation through SupraWEB.

HOME	LISTINGS	REPORTS	SETTINGS	BILLING	SUPPORT
------	----------	---------	----------	---------	---------

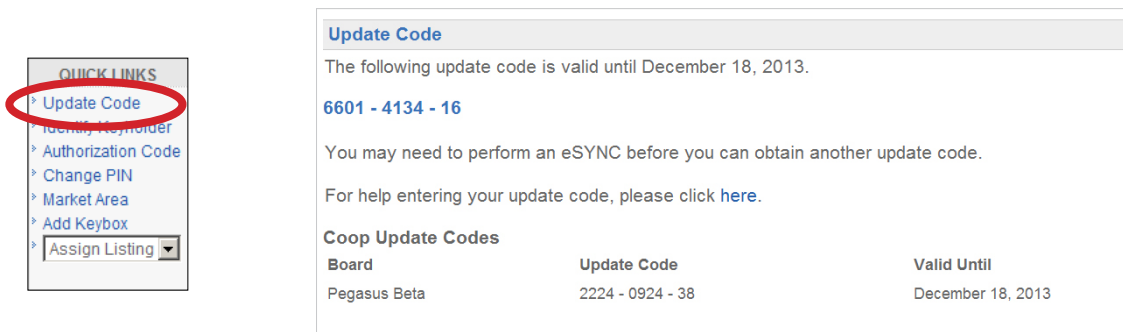
### Menu Bar

HOME	Returns to the SupraWEB home screen and the <i>Showings Dashboard</i>
LISTINGS	View information about your listings and assign them to keyboxes
REPORTS	View, schedule, and email showing and key activity reports
SETTINGS	View your user information and key information and define email settings
BILLING	For agents that pay their fees to Supra, view account balance, make a payment, update account information, and add or cancel insurance on a key (qualified key types only)
SUPPORT	Supra Support team contact information

## Update Code

To obtain an update code for the key, select the **Update Code** link in the *QUICK LINKS* section. If you cooperate in additional areas, the update codes for each of those areas are shown below your primary update code.

**Important!** If more than one Supra key is assigned to you by your organization, you can change the key information viewed by selecting **SETTINGS**, choose the key serial number at the bottom of the screen, and then click **Select**.



**Update Code**

The following update code is valid until December 18, 2013.

**6601 - 4134 - 16**

You may need to perform an eSYNC before you can obtain another update code.

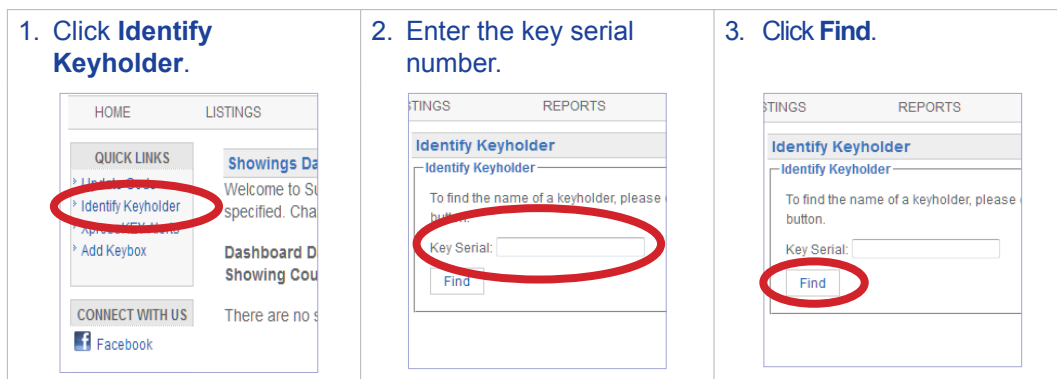
For help entering your update code, please click [here](#).

**Coop Update Codes**

Board	Update Code	Valid Until
Pegasus Beta	2224 - 0924 - 38	December 18, 2013

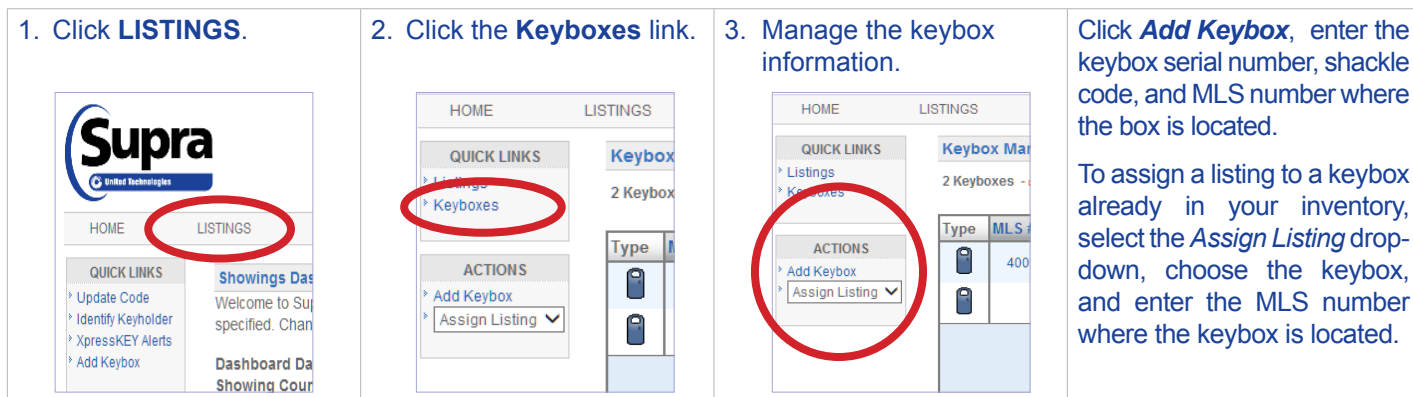
## Identify a Keyholder

The steps below show you how to identify a keyholder by key serial number.



1. Click **Identify Keyholder**.
2. Enter the key serial number.
3. Click **Find**.

## Manage Keybox Inventory



1. Click **LISTINGS**.
2. Click the **Keyboxes** link.
3. Manage the keybox information.

Click **Add Keybox**, enter the keybox serial number, shackle code, and MLS number where the box is located.

To assign a listing to a keybox already in your inventory, select the *Assign Listing* drop-down, choose the keybox, and enter the MLS number where the keybox is located.

# Listing Inventory

View all of the listings that have keyboxes assigned to them by selecting **LISTINGS**. A sortable view of the listings that have keyboxes assigned to them is displayed. If a photo for a listing was uploaded, a camera icon is shown next to the MLS #, click the camera icon to see the photo.

HOME

LISTINGS

REPORTS

SETTINGS

BILLING

SUPPORT

QUICK LINKS

▶ Listings

▶ Keyboxes

ACTIONS

▶ Add Keybox

▶ Assign Listing ▼

Listing Inventory

2 Listings - Print Report

MLS # ▼	Keybox # ↕	Address ↕	Actions
0987654	30900001	1234 Main St	
8880888	30900007	4001 Fairview Industrial	

Sort on multiple columns by holding down Shift and clicking column header(s).

◀

◀◀

1/1

▶▶

▶

Listings Per Page: 2 ▼

Legend

ShowingTime

Showing Activity

Email Showing Agents

Listing Details

Grant Non-Member Access

Showings that aren't tied to a listing have an *Assign Listing MLS#* icon in the right column. Click the **Assign Listing MLS#** icon to assign the listing ID to the keybox.

Feedback on showings is indicated by a *Showing Feedback* icon. Click the **Showing Feedback** icon to view feedback on a particular showing.

Listing Inventory Screen	
<b>MLS #</b>	View the listing details.
<b>Keybox #</b>	View the settings for the keybox placed on the listing.
<b>Address</b>	View a Google map of the address.
<b>ShowingTime icon</b>	View a <i>ShowingTime</i> report if your association or organization subscribes to this feature.
<b>Showing Activity icon</b>	View the last six months of showing activity for the listing.
<b>Email Showing Agents icon</b>	Send an email to all the agents that have shown the listing.
<b>Listing Details</b>	Edit the listing number and address, see the showing hours, add feedback questions, and set up individual keybox showing notifications.
<b>Keyboxes</b>	Link in <i>QUICK LINKS</i> on the left, to view a list of the keyboxes in your inventory.
<b>Add Keybox</b>	Link in <i>ACTIONS</i> on the left, to add a keybox to your inventory.

## Assign a Listing

Steps
1. In <i>QUICK LINKS</i> , click <b>Assign Listing</b> .
2. Choose the keybox serial number.
3. Add the MLS number.
4. Click <b>Assign</b> .
5. Click <b>Add Address</b> .
6. Add information and click <b>Done</b> .

# Unassign a Listing

## Steps

1. Click the **LISTINGS** tab.
2. Click the keybox serial number.
3. Click the **Listing Details** tab.
4. Click **Change MLS#**.
5. Delete the MLS number and leave it blank.
6. Click **Assign**.

## Listing Details

Click on the Listing ID link to view or edit listings from the *Showings Dashboard* or click on **LISTINGS** and then click the **MLS#** link from your *Listing Inventory*. Edit information and click **Save**.

MLS # 4001 Fairview

Listing Details

Keybox Settings

Listing Details

MLS #: 4001 Fairview


Change MLS #

Address: Add Address

Listing Date: Not Available

Client: Not Available

Occupant: Not Available



Add address before adding a photo.

Showing Hours

Mon - Fri: 12:15 AM - 10:45 PM

Saturday: 12:15 AM - 11:45 AM

Sunday: 12:15 AM - 11:45 AM

Feedback Questions

You can add 10 feedback questions to each listing. Anyone who has shown this listing will be asked these questions when providing feedback.

Add Feedback Question

Showing Notifications (for individual keybox)

☒ Send me showing notifications for the keybox associated with MLS #4001 Fairview.
 

Also send a copy to:

1. meitakahashi@notrealreality.com

2.

3. 5035551234@vtext.com x

4.

5.

Enabling this feature provides alerts via email. To send a text message via email, address the email alert to the recipient's 10-digit wireless phone number. See examples below.  
 Verizon: 5551234567@vtext.com  
 AT&T: 5551234567@bt.att.net  
 Sprint: 5551234567@messaging.sprintpcs.com  
 For more examples mouse hover [help](#).

Important: Be sure to assign keyboxes to listings to include the property address in showing notifications.

Save

Cancel

## Listing Inventory Screen

Change MLS #	Change the MLS listing number assigned to the keybox.
Edit Address	Edit the listing address.
Edit Email CC	Designate an email recipient to receive an email anytime the listing is shown.

<b>Edit Photo</b>	Add a photo of the listing. The photo appears on your Listing Inventory page and when you email agents that have shown your listing as a reminder of the listing.
<b>Add Feedback Question</b>	Add questions to solicit specific feedback about the listing from showing agents.
<b>Add Keybox</b>	Add a keybox to your keybox inventory.
<b>Unassign Listing</b>	Unassign the keybox from the listing when the keybox is removed.
<b>Delete Keybox</b>	Delete the keybox assigned to the listing from your keybox inventory.
<b>ShowingTime Activity</b>	View your listing ShowingTime activity if your association/MLS subscribes to this feature.
<b>Showing Activity</b>	View the last six (6) months of showing activity for the listing.
<b>Assign Listing</b>	Assign a listing to a keybox.
<b>Individual Scheduled Report</b>	Schedule an email report for the listing.

## Activity Reports

There are three (3) main report links to choose from (depending on what options your board chooses) that can be viewed, printed, or emailed. Click the *Scheduled Email Settings* link to schedule a recurring report.

- **Create Showing Report** - A *Showing Report* provides the start of showing and end of showing information plus feedback for all of the showings at your listings.
- **Create Key Activity Report** - A *Key Activity Report* displays all the listings you have shown. This report provides the start of showing and end of showing information for the showings you have performed in the last six (6) months within your primary association and any cooperating areas.

HOME
LISTINGS
REPORTS
SETTINGS
BILLING
SUPPORT


**QUICK LINKS**

- Update Code
- Identify Keyholder
- View Granted Access
- Authorization Code
- Change PIN
- Market Area
- Add Keybox
- Assign Listing

### Create Reports


Create reports from your listings showing data, your showing activity or your non-member access. These reports can be viewed, printed or email as a PDF document.

If you would like to schedule a recurring report, go to [Scheduled Email Settings](#).



**Create Showing Report**

This report provides showing and feedback for your listings.



**Create Key Activity Report**

This report provides information on the showings that you have performed.

## Create a Report

### Steps

1. From *SupraWEB* select **REPORTS**.
2. Click the type of report to create.
3. Customize the report:
  - a. For a showing report - click which listings or keyboxes to include.
  - b. Select the date range.
  - c. For a showing report - click to include the showing agent's contact information. If emailing the report to a client, you may not want to include the showing agent's contact information.
  - d. Click to include feedback sent to you from showing agents in the report, if desired.
5. Click **Create Report** to view the report.
6. To print or email the report, click the **Print Report** or **Email Report** icon at the top of the screen.
7. To add your photo and contact information to the email, see the next section.



## Set up Scheduled Email Showing Report

Set up SupraWEB to send yourself a weekly or monthly *Showing Report*. The scheduled reports automatically include the showing information for all of the keyboxes in your inventory.

HOME	LISTINGS	REPORTS	SETTINGS	BILLING	SUPPORT
------	----------	---------	----------	---------	---------

**QUICK LINKS**

- Update Code
- Identify Keyholder
- Authorization Code
- Change PIN
- Add Keybox

**Create Reports**

Create reports from your listings showing data, your showing activity or your non-member access. These reports can be viewed, printed or email as a PDF document.


If you would like to schedule a recurring report, go to **Scheduled Email Settings**.

### Steps

1. From *SupraWEB* select **REPORTS**.
2. Click **Scheduled Email Settings**.
3. Enter your email address.
4. Choose from the weekly or monthly drop-down menu.
5. Click to include in the report any feedback sent to you from showing agents.
6. Enter any additional email addresses to send the report.
7. In the *Personalized Signature Image* section, click **Browse** and choose a picture you would like shown on emails and reports.
8. Fill out your contact information in the *Personalized Signature Text* box to have your contact information display on emails and reports.
9. Click **Save**.

**Email Address:** buyers.agent4011@gmail.com  
If this email address is not the same as the one your MLS, it may be overwritten by the email your organization has on record.

**Showing Emails**  
Send me an email when another agent shows my listings.  
Once a Week on: NONE  
☐ Include feedback  
Once a Month on: None  
☐ Include feedback  
Also send a copy to: (CC)  
  
Separate multiple addresses with a semicolon

**Personalized Signature Image**  
  
**Upload Image:**  
**Browse...**  
(Maximum resolution: 300X300 and < 4MB)  

Save Cancel

**Personalized Signature Text**  

**B** **I** **U** **A** | **B** **I** **U** **A** | **B** **I** **U** **A** | **B** **I** **U** **A** | Font Family Font Size

Bria Jones  
Notreal Realty  
503-555-5050  
buyers.agent4011@gmail.com  
http://www.notrealrealty.com

Path:

[Signature User Guide](#)

## Showing Notifications

Listing agents have several options for sending showing notifications. Use SupraWEB to add multiple people (i.e. the listing agent, office staff, and the home owner) to receive beginning and ending showing notifications. Notifications are sent to email addresses or cell phone numbers (as text).

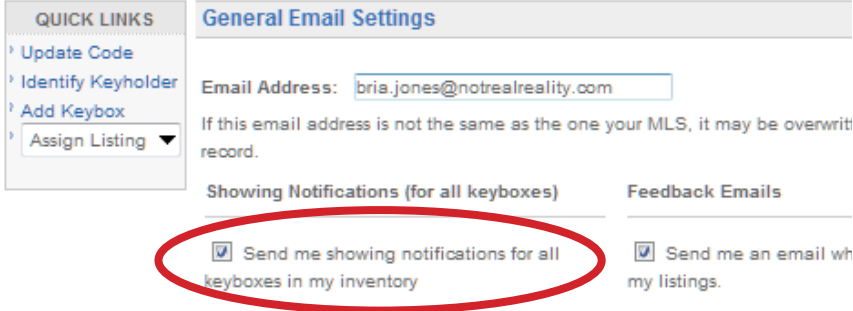
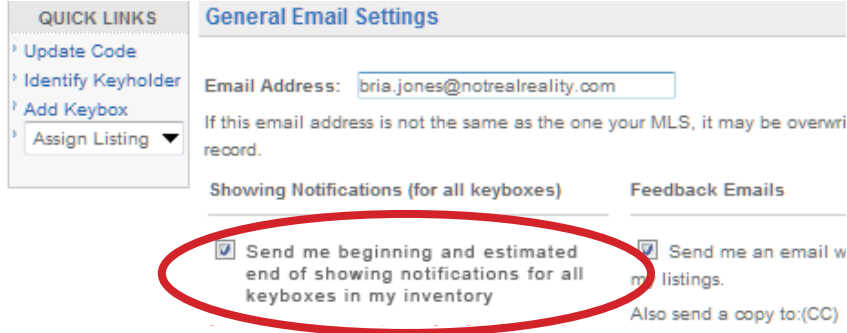
Notification Recipient	Showing Notification Action
<b>Listing agent</b>	To receive notifications, make sure your email is correct in the <i>Email Address</i> field and check the <i>Send me showing notifications...</i> box in <i>General Email Settings</i> .
<b>Partner or team member</b>	Add partners to receive all showing notifications by entering their email in the <i>Also send a copy to: (CC)</i> field.
<b>Client</b>	To have your client receive notifications, go to the specific keybox in your inventory, check the box and enter your client's email.

The *Showing Notification* feature alerts the listing agent when a keybox key container is opened to start a showing. This information can be displayed on all activity reports.

Showing information includes keybox serial number, associated listing address/information, date of showing, the beginning and the end of the showing time (if enabled), and displays on all activity reports in SupraWEB.

## End of Showing Notification

Boards or associations must contact Supra to “opt-in” to showing notifications first for this feature to be available. The eKEY application uses multiple methods (including GPS data captured when the keybox is opened) to detect when the showing has ended. *End of Showing* (EoS) information includes the listing address (or keybox serial number if the listing address is not available), and date and time the showing ended. End of Showing notification allows the listing agent and designated recipients to see when the showing ended for the property.

Notification Enabled	Showing Notification Checkbox Says:
Not Enabled	<div data-bbox="516 499 1318 535"> <input type="checkbox"/> Send me showing notifications for all keyboxes in my inventory         </div> <div data-bbox="581 562 1429 871">  </div>
Enabled	<div data-bbox="487 894 1510 961"> <input type="checkbox"/> Send me beginning and estimated end of showing notifications for all keyboxes in my inventory         </div> <div data-bbox="587 982 1429 1312">  </div>

Below is an example of an EoS notification message that is transmitted to the designated recipients.

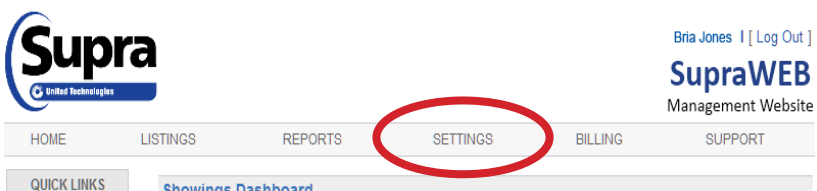
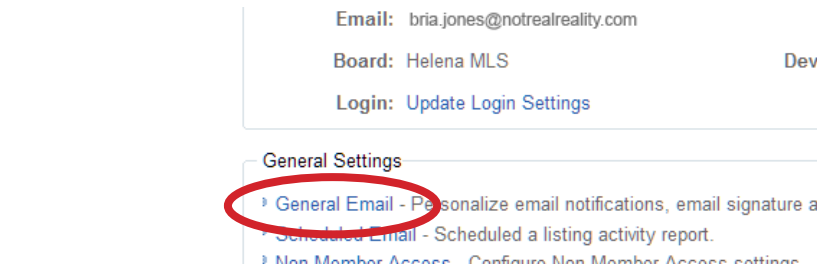
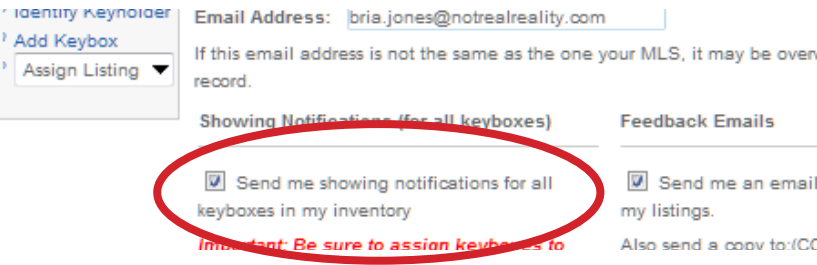

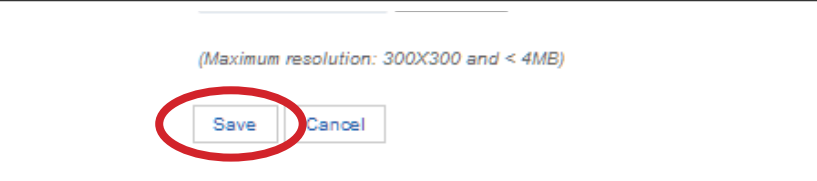
**From:** [SupraShowing@fs.utc.com](mailto:SupraShowing@fs.utc.com) [<mailto:SupraShowing@fs.utc.com>]  
**Sent:** Tuesday, November 28, 2017 9:02 AM  
**To:** Smith, Jane  
**Subject:** [External] Supra Showings - End of Showing Notification

The Supra system detected the showing by **Bria Jones** (877 6996787 [bjones@notrealreality.com](mailto:bjones@notrealreality.com)) at (KeyBox# 33274106) that began **11/28/2017 7:33AM** has ended **11/28/2017 8:31AM**. Estimated showing duration is 1 hour.

This notification does not guarantee the showing agent is no longer at the listing.

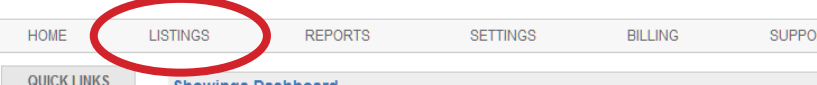

## Set Up Notifications for All Inventoried Keyboxes

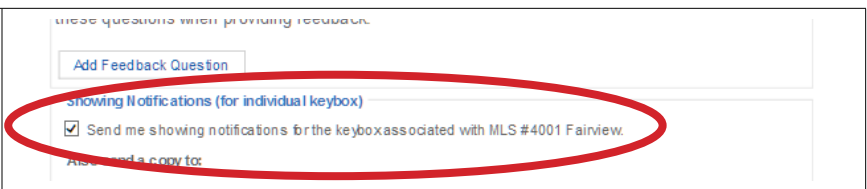
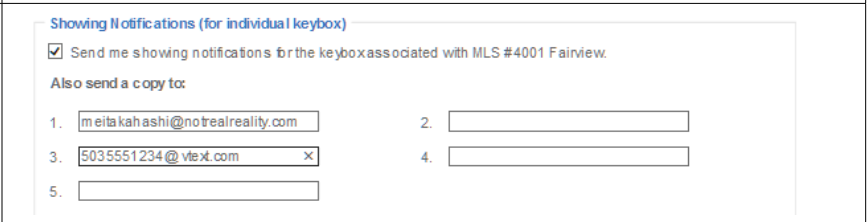
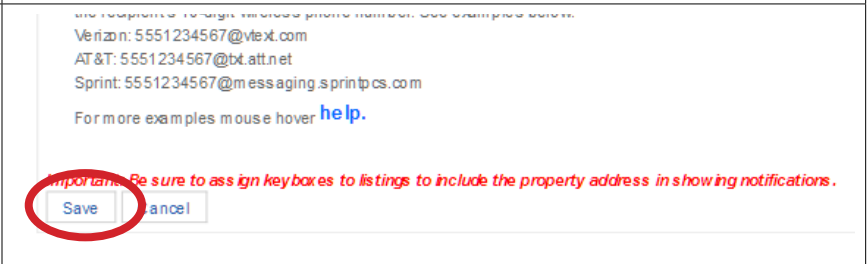
Set up notifications for all the keyboxes in your inventory at once.

1. Click the <b>SETTINGS</b> tab.	
2. Click the <b>General Email</b> link.	
3. Check <b>Send me showing notifications...</b>	
4. Add recipients to <b>Also send a copy...</b>	
5. Click <b>Save</b> .	

## Set Up Notifications for Individual Keyboxes

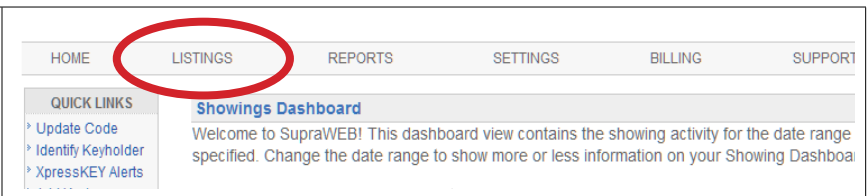
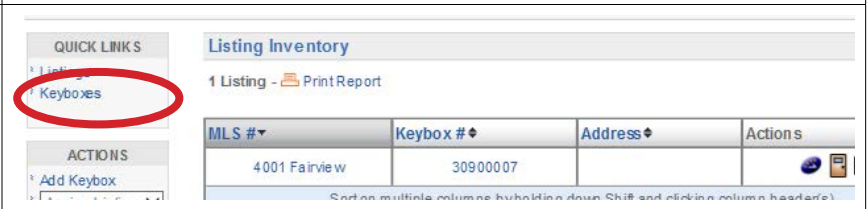
Set up showing notifications to the individual keyboxes in your inventory.

1. Click the <b>LISTINGS</b> tab.	
2. Click the <i>Listing Details</i> icon for the keybox.	

<p>3. Check <b>Send me showing notifications...</b></p>	
<p>4. Add recipients to <b>Also send a copy...</b></p>	
<p>5. Click <b>Save</b>.</p> <p><b>Note:</b> The recipients get an email from the Supra system indicating their email address is subscribed to receive showing notifications.</p>	

## Showing Activity

Each time a keybox key container is opened, the keybox records the showing information, communicates with the key, and the key sends the information to the Supra network. You can view and manage your keybox inventory on the Supra website. Once the keyboxes are in inventory and placed at a listing, you can view the last six (6) months of showing information.

<p>1. Click the <b>LISTINGS</b> tab.</p>	
<p>2. Click the <b>Keyboxes</b> link in <b>QUICK LINKS</b>.</p>	

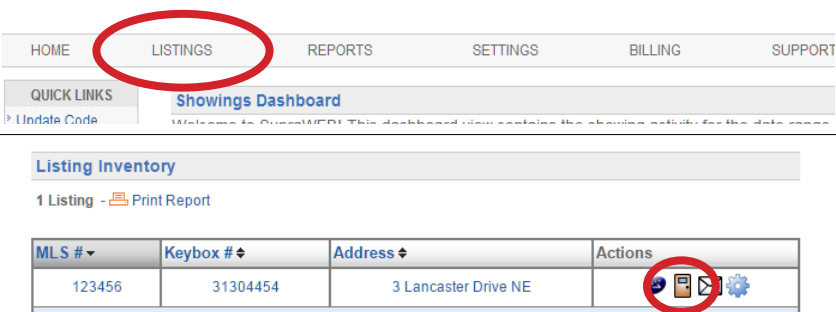
<p><b>QUICK LINKS</b></p> <ul style="list-style-type: none"> <li>Listings</li> <li>Keyboxes</li> </ul> <p><b>ACTIONS</b></p> <ul style="list-style-type: none"> <li>Add Keybox</li> <li>Assign Listing</li> </ul>	<h3>Keybox Management</h3> <p>2 Keyboxes - <a href="#">Print Report</a></p> <table border="1"> <thead> <tr> <th>Type</th> <th>MLS #</th> <th>Keybox #</th> <th>Shackle Code</th> <th>CBS Code</th> <th>Actions</th> </tr> </thead> <tbody> <tr> <td></td> <td>8880888</td> <td>30900007</td> <td>1234</td> <td>0126041</td> <td> </td> </tr> <tr> <td></td> <td></td> <td>28300000</td> <td>1234</td> <td>4822839</td> <td> </td> </tr> </tbody> </table> <p>Sort on multiple columns by holding down Shift and clicking column header(s).</p> <p>1/1</p> <p>Keyboxes Per Page: 2</p> <p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Delete From Inventory</li> <li> Assign Listing MLS#</li> <li> Showing Activity</li> <li> Email Showing Agents</li> <li> Settings</li> <li> Showing Time</li> </ul>	Type	MLS #	Keybox #	Shackle Code	CBS Code	Actions		8880888	30900007	1234	0126041				28300000	1234	4822839	
Type	MLS #	Keybox #	Shackle Code	CBS Code	Actions														
	8880888	30900007	1234	0126041															
		28300000	1234	4822839															

## Keybox Showing Report

View a report on the showing activity for a specific keybox.

1. Click the **LISTINGS** tab.

2. Click the *Showing Activity* icon for the keybox.



The screenshot shows the SupraWEB dashboard with the **LISTINGS** tab selected in the top navigation bar. Below the navigation bar, there is a 'Showings Dashboard' section. In the 'Listing Inventory' table, the 'Showing Activity' icon (a magnifying glass over a document) is circled in the 'Actions' column for the listing with MLS # 123456.

Email Report Print Report New Report

**Showing report for MLS # 123456**  
 3 Lancaster Drive NE Salem OR 97301  
 Showings from 6/1/2016 to 12/1/2016  
 Report Generated on 12/1/2016  
 2 Records

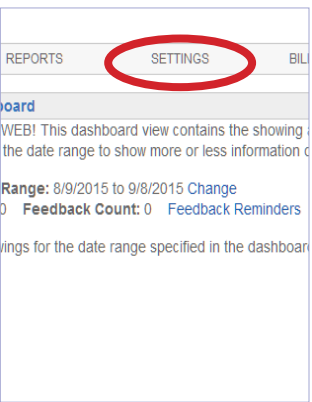
DateTime	ListingID	Address	Showing Agent	Keybox#	Key#	Showing Office	Feedback
Oct 27, 2016 2:21 PM	123456	3 Lancaster Drive NE Salem OR 97301	Call Center Blackstone Realty (503)555-0000	31304454	8255138	Blackstone Realty	
Oct 27, 2016 12:16 PM Oct 27, 2016 1:16 PM Timeout : 60 min	123456	3 Lancaster Drive NE Salem OR 97301	Kris Smith kris@notrealreality.com (503)555-1111 Not Real Realty	31304454	5008072	Not Real Realty	

Legend Showing Start Showing End Showing Timeout

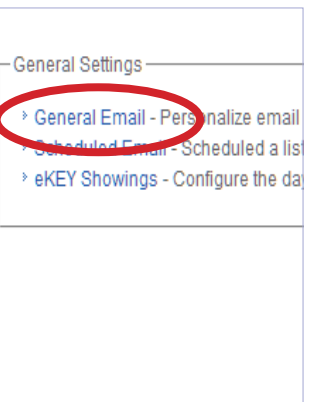
## Modify Email Settings

The system can send you an email when someone opens one of your keyboxes or sends showing feedback.

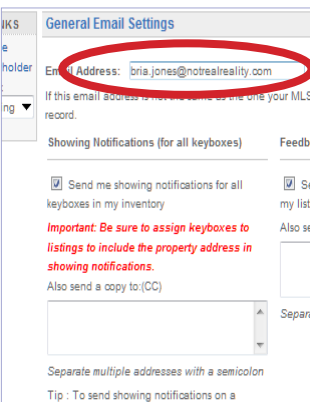
1. Click **SETTINGS**.



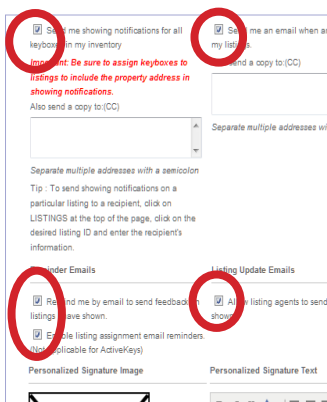
2. Click **General Email**.



3. Enter your email address.



4. Check each notice to receive and add email addresses.



5. Click **Browse** and select a photo.
6. Enter your contact information.
7. Click **Save**.

When one of your listings has been shown and the showing information is sent to the network, you'll receive a new showing email.

**From:** [SupraShowing@fs.utc.com](mailto:SupraShowing@fs.utc.com) [<mailto:SupraShowing@fs.utc.com>]  
**Sent:** Tuesday, November 28, 2017 7:42 AM  
**To:** Smith, Jane  
**Subject:** [External] Supra Showings - New Showing Notification

The showing by [Bria Jones](mailto:bjones@notrealreality.com) ( [bjones@notrealreality.com](mailto:bjones@notrealreality.com)) at 1234 Main Court SE, Salem, OR 97306 ([KeyBox#](#) 33530657) began at 11/28/2017 7:33AM.

For additional information on your showings please [login to SupraWEB](#).

## Showing Feedback

Feedback sent to you from when your listings were shown can be viewed on SupraWEB. You can send feedback on your showings to the listing agents through SupraWEB.

[View Feedback](#)

Feedback sent to you on a showing is indicated by a *Showing Feedback*  icon. Click the **Showing Feedback** icon to view the feedback on a particular showing.

**QUICK LINKS**

- Update Code
- Identify Keyholder
- View Granted Access
- Authorization Code
- Change PIN
- Market Area
- Add Keybox
- Assign Listing

**CONNECT WITH US**

Facebook

**ONLINE ORDERING**



Order Supra accessories online! [Click Here](#)

**Showings Dashboard**

Welcome to SupraWEB! This dashboard view contains the showing activity for the date range specified. Change the date range to show more or less information on your Showing Dashboard.

**Dashboard Date Range:** 10/4/2015 to 11/3/2015 [Change](#)

**Showing Count:** 23 **Feedback Count:** 0 [Feedback Reminders](#)

DateTime ^	ML # ◆	Address ◆	ShowingAgent ◆	Actions
<ul style="list-style-type: none"> <li>Sep 14, 2017 9:30 AM</li> <li>Sep 14, 2017 10:30 AM</li> </ul> Timeout : 60 min	4124124	123 Main St Salem, OR 97302	Kris Smith <a href="mailto:buyers.agent4011@gmail.com">buyers.agent4011@gmail.com</a> (503)555-1111 Blackstone Realty (503)555-0000	
<ul style="list-style-type: none"> <li>Sep 13, 2017 8:30 AM</li> <li>Sep 13, 2017 9:30 AM</li> </ul> Timeout : 60 min	4123456	456 Market St Salem, OR 97302	Kris Smith <a href="mailto:buyers.agent4011@gmail.com">buyers.agent4011@gmail.com</a> (503)555-1111 Blackstone Realty (503)555-0000	

Sort on multiple columns by holding down Shift and clicking column header(s).

Showing Per Page: 10

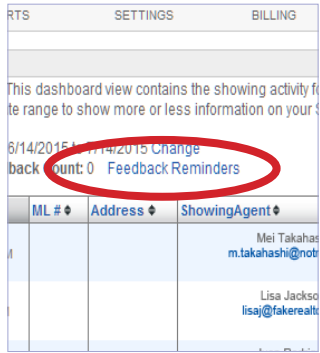
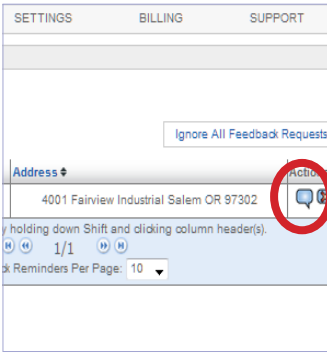
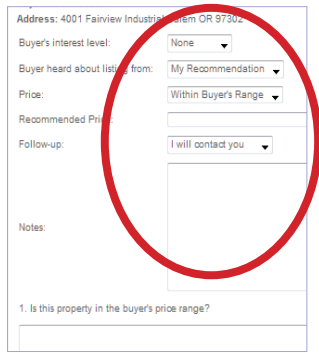
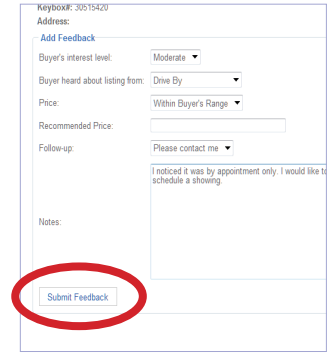
**FEEDBACK**

Contact: Please contact me  
 Interest: High  
 Source: Drive By  
 Price: Within Buyer's Range  
 Recommended Price: 200,000  
 Notes: My client LOVES this listing!  
 Call me!

[\[Close\]](#)

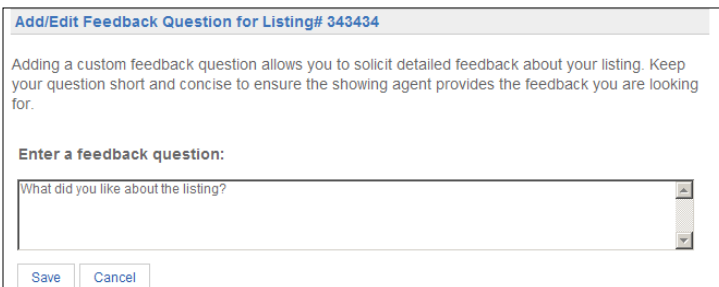


## Leave Feedback on a Showing

<p>1. Click <b>Feedback Reminders</b>.</p> 	<p>2. Click <b>Leave Feedback</b> icon.</p> 	<p>3. Use the drop-down menu and <b>Notes</b> field to provide feedback.</p> 	<p>4. Click <b>Submit Feedback</b>.</p> 
--	---	---	---

## Add a Feedback Question

Add up to ten (10) custom feedback questions that are displayed when a showing agents leaves you feedback on one of your listings.

Steps	
<ol style="list-style-type: none"> <li>From <i>SupraWEB</i> click <b>LISTINGS</b>.</li> <li>From the <i>Listing Inventory</i>, click the listing ID link.</li> <li>Click <b>Add Feedback Question</b>.</li> <li>Enter a question and click <b>Save</b>.</li> </ol>	

When the showing agent goes into SupraWEB to leave feedback on the showing, any additional feedback questions you've entered for the listing are displayed.

## Manage Billing Information

If you pay key fees to Supra, you can manage your billing information online. If you pay your key fees to the association or MLS, the *Billing Menu* option is not displayed.

Select the *Billing Menu* option at the top of the *SupraWEB* screen and your account balance and the *Billing Menu* options are shown.

<b>Billing Menu</b>	
Account Balance	View a current account balance and make a payment.
Billing History	View invoices and payment history.
Account Information	View or change the billing address and payment method and enable/disable automatic billing and electronic invoicing.
Contracts	Displays key information and the start of your contract, billing frequency, and next billing date and allows you to add or cancel insurance if applicable.
FAQ	View frequently asked questions about managing your billing information.



## Add/Cancel Insurance

If the key has not connected with the Supra network recently you must open a key container or release a shackle to verify the key is in your possession and functioning before you can purchase insurance.

### Steps

1. From *SupraWEB* select **BILLING**.
2. Click **Contracts**.
3. Click the appropriate link to **Add Insurance** or **Cancel Insurance**.
4. Click **Email** or **Print** icon.

 Email  Print

#### Contracts

Customer: Robert Becker  
Customer Number: 1345465  
Agent ID: 207187  
Serial #: 7419722  
Key Type: ActiveKey  
Date: 3/18/2010

Key Number	Contract Description	Start Date	End Date	Billing Frequency	Next Billing Date	
7419722	ActiveKEY	1/14/2010	---	Annually	7/13/2010	<a href="#">Add Insurance</a>

**Everything you need at your fingertips**

Portray a professional image to your clients when you open iBoxes using your smartphone. Customize your own iBoxes and manage your keybox inventory right on your phone. Browse SupraWEB using your phone's Internet service to view showing and key activity details.

**Choose the smartphone that fits you**

Over 50 of the most popular smartphones are certified for use as an eKEY. Choose from several iPhone, BlackBerry®, Android™, Windows Mobile®, and Palm® smartphones.\*

**Wireless updates increase your efficiency**

Your eKEY updates automatically using your phone's cellular service so you are ready to show listings at a moment's notice. And, you can send showing feedback to the listing agent while you're still at the house with a buyer. You'll also know right away when you've had a showing.

# Your Phone is your eKEY and More



## A tool that actually works for you

- Beam specific showing notes, listing highlights and your business card into your iBoxes.
- Change your own shackle codes.
- Set access hours as you take a listing. Separate hours for weekdays, Saturday, Sunday.
- Track your iBox inventory by MLS ID, address, and keybox number.
- eKEY updates itself using your phone's Internet connection.
- Electronically send buyer's feedback to showing agent.

## FREE unlimited hotline support!

14 hours, 7 days a week, 5:00 a.m. to 7:00 p.m. PST

## Supra – Opening Doors for You

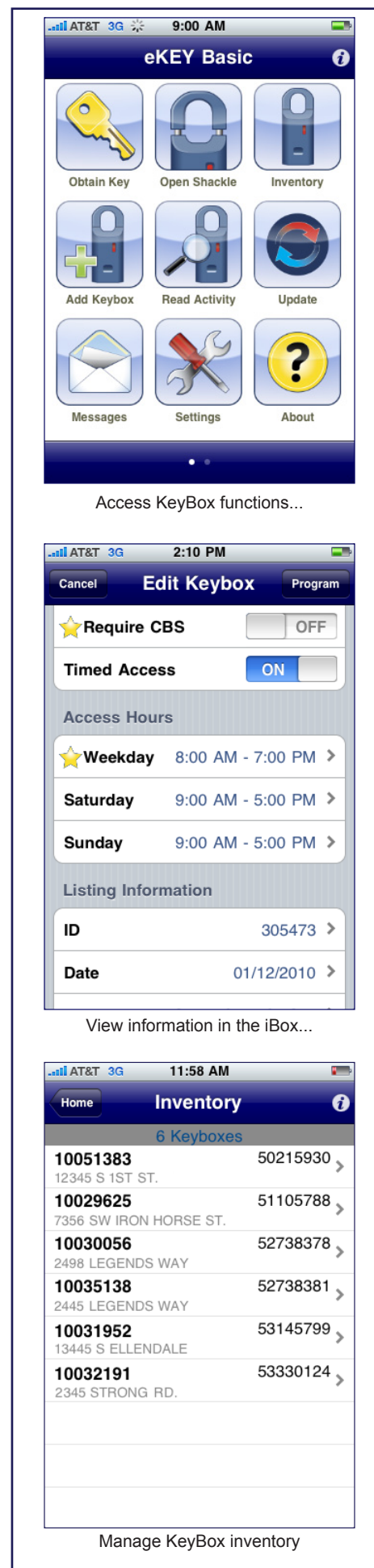
For more information visit us online at [www.supraekey.com](http://www.supraekey.com)

U.S.A.  
4001 Fairview Industrial Dr. SE  
Salem, OR USA 97302  
T 800.547.0252  
F 800.382.6119

Canada  
850 Industrial Ave. Unit 5  
Ottawa, Ontario K1G 4K2  
T 800.267.6317  
T 613.737.3623  
F 613.737.5517

*Actual screens vary  
by type of device*

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# Introducing iBox BT LE

## Low-Energy Bluetooth® takes the Supra iBox to a new level

Using your phone or tablet as your lockbox key has never been easier because now more models than ever communicate directly with the newest member of the Supra iBox family: iBox BT LE. No additional hardware is required for most phones\*, including current models of iPhone®, iPad®, and iPod®.

All Supra keys communicate with the iBox BT LE. Choose the eKEY® app for your phone or tablet, or choose the DisplayKEY or ActiveKEY®. Your Supra key transmits data via the Internet to Supra's wireless information network, giving decision-making advantages only real-time information can provide.

iBox BT LE includes a large key container that can hold both gate cards and keys. The shackle removes completely from the keybox for easy placement on properties.

With advanced on-board power that's sealed from the environment and guaranteed to last for the life of the keybox, you never need to spend time changing batteries. Rely on monitored access, long-life, and real-time data when you choose the iBox BT LE.

\*Certain older smartphone models may require the use of a key fob for communication with the iBox BT LE. You can check your phone's compatibility and learn more about the Supra system at [www.supraekey.com](http://www.supraekey.com).



Works with any Supra key



Interacts seamlessly with most smartphones

Simple one-step shackle release for easy placement on properties



Roomier key container accommodates gate cards

## Supra's Real-Time Wireless Information Network helps agents sell properties:

- A reliable system for securing keys during the real estate selling process
- Easy access for authorized keyholders
- Time-saving convenience

## Our Winning Solution Provides:

- Notifications of showing activity via email, often while the showing is still in progress
- Feedback about the market's reaction to a listing
- Tools that keep clients up to date — email a customized showing report that includes listing agent's photo and sent from a desktop or smartphone
- Ability to send price adjustments or status changes easily in SupraWEB to agents who have shown listings

**Free unlimited hotline support 7 days a week!**  
5:00 am to 7:00 pm Pacific Time

## Supra — Opening Doors for You

For more information visit us online at  
[www.supraekey.com](http://www.supraekey.com)



### iBox BT LE details

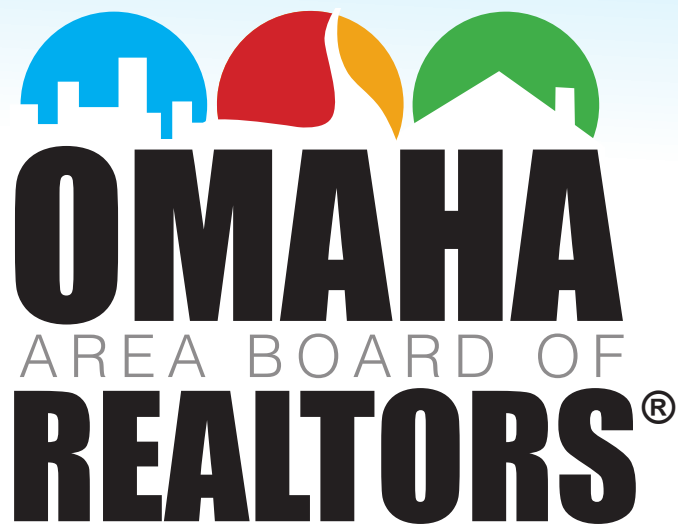
- W 3.1", D 2.5", H 8.75", Wt 2.5 lbs.
- Long-life lithium batteries that never need replacing
- Communication range of 3' for Bluetooth signal
- Communication range of 1' for infrared signal
- Stores 5 keys, or 2 gate cards with 2 keys
- Stores last 100 keybox accesses
- Can customize access hours for weekdays, Saturdays, Sundays
- Can only be opened by valid key
- Keybox shackle code required to open and custom program box



Supra  
4001 Fairview Industrial Drive SE  
Salem, OR 97302-1142, USA  
T 800.547.0252  
F 800.382.6119

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Bluetooth is a registered trademark of Bluetooth SIG. iPad, iPhone, and iPod are registered trademarks of Apple Inc. in the US and other countries.

# AFFILIATES





# OABR AFFILIATES COUNCIL

## MISSION STATEMENT

The Omaha Board of REALTORS® Affiliate Council promotes business relationships and the services of the OABR Affiliates to REALTOR® members. The Council promotes the ethical business practices of all Affiliate members. The Affiliate membership provides resources and expertise in many areas supporting real estate transactions and ownership. The Council contributes the "Affiliate Spotlight", a column in the REview Newsletter, sponsors the OABR new member orientation, and provides networking and charity events throughout the year.

## COUNCIL PURPOSE

The OABR Affiliates Council seeks to provide member Affiliates that will provide value to the REALTOR® members to further the growth of their businesses and agencies. The council encourages professionalism and service of the Affiliate members in order to become trusted vendors for the REALTORS® and their clients. The council is tasked with keeping the Affiliate membership engaged in relationship building to drive the best value for the Affiliate members in the growth of their businesses. The Council ultimately exists as a panel of resources for the OABR REALTOR® Members and must conduct themselves accordingly. There shall be no expectation of business being directed to Affiliate members, and all business engagement is earned through relationships and trust.

## OPERATIONS – EVENTS

The OABR Affiliates may conduct events for the REALTOR® members and/or the Affiliate membership.

Event development and execution will be delegated by the Affiliate Board to Affiliate members. These event committees will develop sponsorships, design the theme and structure, secure locations and arrange for Affiliate volunteers to execute the events.

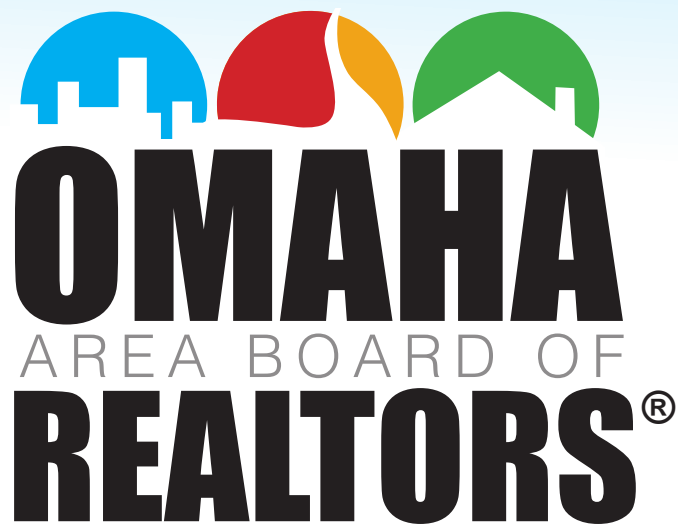
Events will be for the benefit of the OABR philanthropic foundation or designated charities as approved by the OABR Board.

## OPERATIONS - SOCIAL

The OABR Affiliates may conduct social events for the REALTOR® members and/or the Affiliate membership. Social events are designed to encourage the developing of positive business relationships between Affiliate and REALTOR® members.



# **SAFETY**






## BROKERS: PROTECT YOUR OFFICE & YOUR AGENTS

- **Create an office safety plan.** Appoint one individual as a safety coordinator to oversee, maintain, and enforce the plan. Require everyone in your firm to know and understand the safety policy and procedures.
- **Assign an office safety contact and several alternates.** If your office has a full-time receptionist, this person is an ideal choice. Encourage agents to call 9-1-1 in an emergency or if they perceive that they are in danger.
- **Require agents to report their whereabouts** to your safety contact, and establish safety call-in procedures. Mandate the use of the buddy system. Create a distress code, making sure all employees and agents know what they are and what to do when they hear them.
- **Use a registration book** for all clients and other visitors, and check their information against a photo ID.
- **Establish a secure location** to which employees can go in a dangerous situation. Make sure private areas of the office aren't accessible to strangers.
- **Ensure that someone is responsible** for being aware of your agent's whereabouts whenever they work offsite. Consider personally visiting or calling the open houses where your agents are working.

## 10 STEPS TO A SAFE OPEN HOUSE

1. **Park where you cannot get blocked in.** Make sure you have a clear line of sight to your vehicle, free from hiding places.
  2. **Meet the neighbors.** There's safety in numbers. Introduce yourself.
  3. **Advise clients about valuables.** Point out the items they should secure.
  4. **Be aware and work in teams.** Invite an affiliate such as a home inspector, to sit in on the open house with you.
  5. **Establish your escape routes.** Know how to get in and out of all rooms.
  6. **Set up for safety.** Hang bells on the door to alert you when someone enters.
  7. **Look over guests as they arrive.** Is this someone you feel comfortable with?
  8. **Never turn your back on a prospect.** Always let them walk in front of you.
  9. **Never go into rooms without an escape route.** Let clients go in without you.
  10. **Close up in teams.** If another agent is doing an open house nearby, offer to walk to theirs and close up with them, then both of you can go to your house to do the same.
- 



# REALTOR® SAFETY




*knowledge awareness empowerment*

## SAFETY AT THE OFFICE

- Ensure all doors other than the main entrance are secured.
- Make sure there is a clear exit route from the service desk to the door.
- Never allow visitors to wander freely about the office.
- Install alarm buttons in strategic spots throughout the office.
- Never leave wallets, purses, or valuables behind counters or on desks.
- Lock up audio/visual equipment when not in use.
- Secure spare and master keys in locked cabinets.
- Restrict office keys to those who need them. Maintain a record of keys.
- Limit the amount of personal info you share on your business cards/signage.
- Consider using only your first initial and last name on "For Sale" signs to conceal gender and prevent anyone other than current clients asking for you by name.

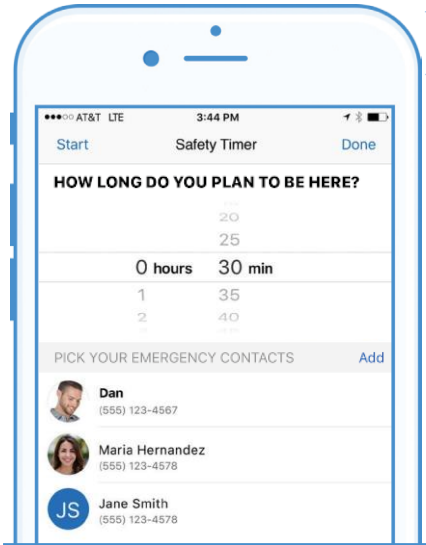
## SAFETY WITH CLIENTS

- Always let someone know where you are going and when you will be back.
  - Never list a property as "Vacant." This is an open invitation to criminals.
  - Show properties before dark. If you have to, be sure to turn on all the lights.
  - Use the LockBox key procedure, established to improve REALTOR® safety.
  - Ask new clients to complete a Prospect Identification Form.
  - Establish a distress code that can be used when you feel you are in danger.
  - When showing commercial property, be sure your cell phone has service.
  - Get to know prospective clients before showing a commercial property.
  - Use your intuition. If you feel uneasy, ask someone to join you or don't show it.
  - If someone tries to rob you, give up the property; don't give up your life.
  - Take a self-defense course to prepare you for the worst. Always be prepared.
- 



# 05 | SAFETY TIMER

GIVING AGENTS SPACE OF MIND

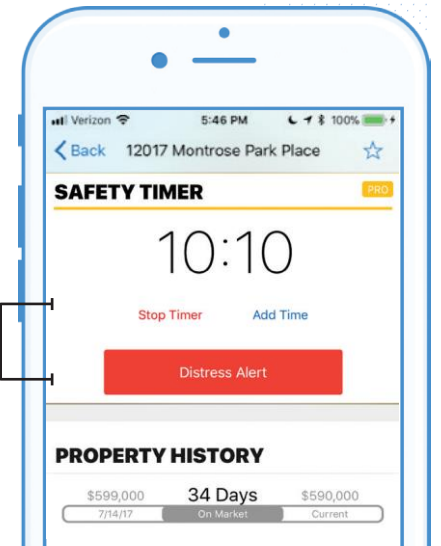


## ◀ TIMER SETUP

*Setting an emergency timer is easy!  
Simply select the expected duration  
of your showing and add an  
emergency contact.*

## MORE OPTIONS ▶

*With just one touch, you can easily  
add more time for your showing,  
dismiss the timer or send an  
immediate distress alert.*



## PRO NUGGETS OF WISDOM

Add emergency contacts with a cell phone number only.

Contacts are notified if timer runs out to 0.

After selecting 'Distress Alert' you have up to five seconds to cancel  
before your emergency contact(s) are notified.