



For Sale by Owner Package

Thank you for considering John Bethell Title Company, Inc. to help you complete your real estate transaction. Each year we assist several thousand individuals buy and sell real estate in Monroe and surrounding counties. Buying and selling real estate is a serious and sometimes complicated financial transaction. We strongly recommend that you consult with a Realtor® and/or a legal professional before entering into any binding agreements. Although you will find our staff is excellent at facilitating the transaction, we are prohibited from offering any advice, legal or otherwise, as to how to structure a transaction or complete any of the disclosures required by law. After you have read the contents of this *For Sale by Owner* package, please contact us with any questions.

Enclosures

- List of Services
- How do I get started?
- Purchase Order form
- Agreement to Purchase Real Estate
- Indiana Real Estate Disclosure Form 46234
- Mortgage Pay Off Authorization Form
- Customary Practices
- Frequently Asked Questions
- Estimated Fees



For Sale by Owner

List of Services

The following is a list of the primary services we offer to Buyers and Sellers:

- Search the public records and prepare a title insurance commitment that will be the basis for closing the transaction.
- Procure payoff statements for all liens against the property.
- Procure dues statements from any Homeowner's Association whose dues may be a lien on the property or need to be prorated.
- Determine the current amounts and status of real estate taxes affecting the property.
- Preparation of an accurate closing statement in accordance with customary practices not inconsistent with the offer to purchase.
- Arrange for the preparation of all required deeds and affidavits.
- Conduct the closing and make all necessary disbursements for all parties
- Record all documents necessary to complete the transaction.
- Issue an Owner's Title Insurance Policy insuring the buyer's title to the property.

People who care. Service you trust.

Purchase Order Form

Date: _____ Name: _____
(Person filling out form)

Estimated Closing Date: _____

Property Address: _____

Seller(s) Name(s): _____

Status of Seller(s): (check one)

Single _____
Married _____
Divorced _____
Deceased _____

Seller(s) pay off information:

1st Mortgagee: _____
Account Number: _____
2nd Mortgagee: _____
Account Number: _____

Seller(s) Social Security Number(s): _____

How Buyer would like to hold Title: (check one)

___ Individual ___ Joint Tenants ___ Trust ___ LLC
___ Married ___ Tenants in Common ___ Corporation ___ Other

Buyer(s) Lender: _____

Lender Contact information: _____

Will ALL parties be at the closing? ___ Yes ___ No

If **NO**: Will there be a Power of Attorney? ___ Yes ___ No ___ I need one prepared
Will there be a Buyer Mail Out? ___ Yes
Will there be a Seller Mail Out? ___ Yes

Special Instructions: _____

Special Terms of Contract:

Will John Bethell Title be holding Earnest Money? ____ Yes or ____ No

***If yes**, please bring a **Cashier's Check** made out to John Bethell Title Company. Personal Checks will not be accepted. *Any transaction \$10,000 or more must be wired transferred to our bank account.

Seller(s) Phone #: _____

Forwarding Address:

Seller(s) email address: _____

Buyer(s) Phone #: _____

Forwarding Address:

Buyer(s) email address: _____

NOTES:

Enclosures:

Abstract: ____
Previous Title Work: ____
Deed: ____
Death Certificate: ____

Executed Offer to Purchase: ____
POA: ____
Listing Contract: ____
Signature auth. for pay off: ____

ONCE SIGNED BY BOTH THE BUYER AND SELLER THIS IS A LEGALLY BINDING CONTRACT. READ IT ALL BEFORE YOU SIGN. BOTH BUYER AND SELLER ARE ADVISED TO SEEK PROFESSIONAL ADVICE IF THEY HAVE ANY QUESTIONS REGARDING THE PROPERTY OR ANY CONDITIONS, PROMISES, OBLIGATIONS, OR REPRESENTATIONS CONTAINED HEREIN. LICENCED REALTORS®, REAL ESTATE ATTORNEYS OR LICENCED LAND SURVEYORS ARE EXCELLENT SOURCES OF ADVICE.

AGREEMENT TO PURCHASE REAL ESTATE

I/We, _____,
hereafter referred to as "Buyer", agree to purchase from you, hereafter referred to as "Seller", the real estate and improvements located at _____, Indiana, _____ legally described as:

Brief Legal: _____

Property Tax ID #: _____

upon the following terms and conditions:

- 1. PURCHASE PRICE:** \$ _____ to be paid at closing upon delivery of Warranty Deed, which amount includes the Earnest Money and proceeds of a mortgage loan, if any, to be obtained by Buyer. Balances due at closing shall be paid with "Good Funds" as required by Indiana Statute. Buyer hereby deposits with Seller, **Earnest Money** in the amount of \$ _____, to be applied as part of the purchase price at closing. This deposit shall be promptly returned in full in the event this Offer is not accepted or if Seller does not or cannot comply with the terms of the accepted offer. In the event this Offer is accepted and Buyer, without legal cause, fails or refuses to complete the purchase of said real estate on or before the Final Closing Date, the Earnest Money shall be retained by Seller, as liquidated damages.

- 2. FINANCING CONTINGENCY:** This offer may be rescinded and earnest money returned if Buyers are unable to obtain, at Buyer's expense, an adequate mortgage loan commitment within _____ days after acceptance of this Offer. Buyers will require a mortgage loan in an amount not less than _____% of the Purchase Price, payable over a term not less than _____ years, and with interest payable at a per annum rate not more than _____%. All lender costs of obtaining financing, a surveyor location report if required, and any recording fees shall be paid by Buyer.

Check One: **Cash** **Mortgage:** _____
Lender's Name

- 3. IMPROVEMENTS/FIXTURES:** The purchase price shall include all improvements, built-in appliances, and other fixtures now on the premises. Seller shall warrant that all of said appliances and fixtures are fully paid for and free and clear of all liens at the time of closing.
- 4. INSPECTIONS:** Buyer may have the property inspected by qualified inspectors at Buyer's expense to determine if there are any defects which would affect the habitability of the real estate. The inspections may include, but are not limited to: heating, air conditioning, plumbing, electrical, structural, radon gas, and wood destroying insects. Buyer shall notify Seller in writing of any defects which are not acceptable within ____ days of the acceptance of this Offer. If inspections and notification to Seller are not made within the specified time this condition shall be deemed waived by Buyer.
Within seven days after receipt of notice of any defects, Seller may agree to repair the defects or terminate this agreement. If Seller does not agree in writing to repair specified defects within seven days of Buyer's notice, this Offer shall be deemed to be terminated.
- 5. SURVEY:** Buyer reserves the right to have a survey prepared at their expense to determine the location of improvements and easements to their reasonable satisfaction. If Buyer waives the right to conduct a survey, the Sellers are released from any liability relating to any issues that could have been discovered by a survey.
- 6. TAXES/ASSESSMENTS:** All real estate property taxes that are due and payable shall be paid by Seller at closing. All real estate property taxes that are a lien on the property but not due or payable at closing shall be **(choose option A or B)**
- A.** Assumed by Buyer without any proration credit from Seller.
 - B.** Shall be paid by Seller to Buyer in the form of a prorated credit at closing for the period of time that Seller has owned the property. The proration shall be based upon latest ascertainable property tax bill.
- 7. FINAL CLOSING DATE:** Closing shall be on or before _____
This offer shall terminate at 5:00 PM on that date unless an extension is agreed to in writing by the parties. Buyers may do a final walk through on date of closing.

8. POSSESSION: Buyer shall receive possession on:
(*SELECT ONE*) _____ A. day of closing **OR** _____ B. _____ days after closing by 5:00 PM. For Sellers' failure to deliver possession after closing as provided, they shall pay Buyers \$ _____ per day as liquidated damages for each day possession is withheld.

9. RISK OF LOSS: All risks of loss are Seller's until closing. In the event of damage to the property which has not been restored prior to closing, Buyer may rescind this agreement and receive a refund of the Earnest Money.

9. TITLE AND CONVEYANCE: Buyer shall be furnished a Commitment for Owner's Title Insurance issued in A.L.T.A. form acceptable to Buyer, exhibiting merchantable title to said real estate in the name of Seller. Seller shall deliver at closing a general warranty deed conveying said real estate free and clear of all lien and encumbrances but subject to easements and restrictions of record.

Please check all that apply:

Owner's Title policy to be paid by: ___ Buyer ___ Seller ___ Shared Equally

Lender's Title Policy to be paid by: ___ Buyer ___ Seller ___ Shared Equally

Closing Fee to be paid by: ___ Buyer ___ Seller ___ Shared Equally

Document Preparation/Admin Fees to be paid by:

___ Buyer ___ Seller ___ Shared Customarily

11. REMEDIES OF SELLER AND BUYER: In any claim or suit by either party to enforce their legal or equitable rights under this offer, any judgment recovered shall include the attorney fees and costs of the prevailing party to be paid by the losing party. The venue for any dispute shall be the county in which the property is located.

12. DISCLAIMER OF WARRANTY: Buyer agrees that Seller has made no warranties or guarantees regarding the real estate and improvements, or it's structural, mechanical or electrical soundness, state of repair, the condition or functioning of any fixtures or equipment contained in the home or on or about the real estate. It is expressly understood that all terms and conditions of this contract are included herein, and no verbal agreements of any kind shall be binding upon the parties. The parties intend that faxed or emailed signatures constitute original signatures and are binding on the parties. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

13. OTHER TERMS AND CONDITIONS:

Agreed to this _____ day of _____, 20_____.

BUYER _____ BUYER:_____

Printed:_____ Printed:_____

Phone: (_____) _____ Phone: (_____) _____

Email: _____ Email:_____

Buyer's Current Address: _____

SELLER:_____ SELLER _____

Printed:_____ Printed:_____

Phone: (_____) _____ Phone: (_____) _____

Email:_____ Email:_____



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R8 / 7-25)

Date (month, day, year) _____

Property address (number and street, city, state, and ZIP code) _____
--

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1–4-unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is **not** required for:

1. Transfers ordered by a court, including transfers:
 - A. in the administration of an estate;
 - B. by foreclosure sale;
 - C. by a trustee in bankruptcy;
 - D. by eminent domain;
 - E. from a decree of specific performance;
 - F. from a decree of divorce; or
 - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferees.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's **CURRENT ACTUAL KNOWLEDGE**. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
---------------------	-----------------------	--------------------	-----------------------

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
---------------------	-----------------------	--------------------	-----------------------

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
---------------------	-----------------------	--------------------	-----------------------

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)
----------------------------------	-----------------------	----------------------------------	-----------------------

Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)
----------------------------------	-----------------------	----------------------------------	-----------------------

Property address (number and street, city, state, and ZIP code)

1. The following are in the conditions indicated:				
A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Room Air Conditioner(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV Antenna / Dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ELECTRICAL SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Security Systems(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Opener / Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inside Telephone Wiring and Blocks / Jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke / Fire Alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Switches and Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vent Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 60 <input type="checkbox"/> 100 <input type="checkbox"/> 200 Amp Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Generator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown	
Cistern	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Septic Field / Bed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Septic & Holding Tank / Septic Mound	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Aerator System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Irrigation Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Heater / Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Heater / Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Heater / Solar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Geothermal and Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Sewer System (Explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Swimming Pool & Pool Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			Yes	No	Unknown
Are the structures connected to a public water system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the structures connected to a public sewer system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any additions that may require improvements to the sewage disposal system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, have the improvements been completed on the sewage disposal system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the structure(s) connected to a private / community water system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the structure(s) connected to a private / community sewer system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

Property address (number and street, city, state, and ZIP code)

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown	
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Boiler / Radiator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electric Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Furnace Heat / Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Furnace Heat / Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Geothermal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solar House-Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Woodburning Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fireplace Insert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Air Cleaner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Heating Source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. ROOF			Yes	No	Unknown
Age, if known: _____ Years.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there more than one layer of shingles on the house?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, how many layers? _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. WATER HEATER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: _____ Years.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. FURNACE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: _____ Years.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CENTRAL AIR CONDITIONING			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: _____ Years.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. HAZARDOUS CONDITIONS			Yes	No	Unknown
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:					

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

Property address (number and street, city, state, and ZIP code)

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any foundation problems with the structures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any encroachments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the property have a shared driveway with another property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property subject to a homeowner's association assessment? If yes, what is the current amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is this property located within a locally designated historic district under IC 36-7-11?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the present use a non-conforming use? Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a private road?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a public road?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via an easement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any structural problems with the building?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there any damage due to wind, flood, termites or rodents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have any structures been treated for wood destroying insects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://msc.fema.gov/portal/home .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you currently pay flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the property contain underground storage tank(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the homeowner a licensed real estate broker?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property subject to a conservation easement as defined in IC 32-23-5-2?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages and attach, if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

People who care. Service you trust.

MORTGAGE PAY OFF AUTHORIZATION AND CERTIFICATION

TO: _____

ATTN: _____

FAX: _____

To Whom It May Concern:

I/We do authorize the release of our non-public information, including but not limited to, mortgage payoff(s), tax lien payoff(s), judgment payoff(s), sewer lien(s), mortgage release(s) etc., and any all other information that John Bethell Title Company, Inc. requires to clear title for the transaction.

A copy of this authorization may be accepted as an original.

Signature

Date

Social Security Number

Print Full Legal Name

Property Address: _____

Name of Lender

Account Number

Phone Number

Name of Lender

Account Number

Phone Number

**PLEASE FAX ALL REQUESTED DOCUMENTS TO
(812) 333-5063**

ATTN: Client Services



People who care. Service you trust.

Customary Practices

When an offer to purchase does not address how the closing agent is to deal with certain obligations, payments, costs, credits or debits, we will prepare the closing statement in accordance with local custom. The following is a list of the most common practices.

- **Real estate property taxes.** The seller customarily pays all taxes that can be paid and gives the buyer a credit through the day of closing for taxes that are a lien but not yet payable. (see FAQ)
- **Title insurance.** Customarily the seller will pay for the owner's title policy and the buyer will pay for the new lender's policy.
- **Closing costs.** "Closing costs" is a broad term that can mean many different things to many people. The closing fee we charge is customarily split evenly between buyer and seller. Lender closing costs (appraisal, credit report, loan fees, etc.) are customarily paid for by the buyer unless there is a specific provision in the Agreement to Purchase.
- **Deed and other document preparation.** Customarily each party pays for preparing documents they're obligated to furnish.
- **Homeowners Association Dues.** Dues owed to Homeowners Associations are customarily paid by the seller up through the day of closing either by payment to the Association or in the form of a credit to the Buyer.

The parties are always free to negotiate any of these items prior to closing as part of the offer to purchase.



Frequently Asked Questions

Q: Where do I get an offer to purchase form?

A: A simple offer to purchase form is included in the package. ***IMPORTANT! The offer to purchase included in our package contemplates a simple transaction with few variables or negotiated items. It is prepared to reflect the local customary practices in real estate transactions. These customary practices may or may not meet the needs of the parties. JohnBethell Title Company strongly recommends that the parties consult with a licensed Realtor® or attorney before entering into any binding agreements.***

Q: How do we deal with real estate property taxes?

A: Customarily the seller is responsible for paying all the taxes due at the time of closing and for giving the buyer a credit for a prorated portion of property taxes that are a lien but for which no tax bill has yet to be issued. Indiana property taxes are billed a year in arrears. (The taxes you pay this year are actually last year's taxes. This year's taxes are a lien on January 1 but are not payable until next year.) Property taxes are customarily prorated to the day of closing, however the parties may agree otherwise. Property taxes will be handled in a variety of ways on the closing statement depending on the time of year, whether or not the seller and/or buyer have tax escrows with their lenders, and the status of posting property tax payments in the County Treasurer's office.

Q: I paid my property taxes already. Why are you withholding money at closing to pay them?

A: Property taxes are due in two installments. The first is due May 10th. The second is due November 10th. Due to the volume of property tax payments received at these times the County Treasurer may be up to several weeks behind posting payments. If your payment has not been posted by the time of your closing, we need to hold an amount necessary to pay the taxes in the event your payment is not posted correctly or not paid from an existing tax escrow account. Once the county has advised us that all payments have been posted (four to eight weeks after the due date) *and reconciled* we will check to ensure the proper application of your payment and refund to you the amount held at closing.



People who care. Service you trust.

Q: Who will schedule the closing?

A: We will send you a copy of the title insurance commitment after we've prepared it and we will track the closing date if one is set forth in the offer to purchase. *It is the responsibility of the parties* to call us to schedule the closing when they are ready to complete the transaction. You will receive this information with your closing team contacts.

Q: Can I use a Power of Attorney?

A: A real estate closing is an important and sometimes complicated financial transaction. John Bethell Title Company highly recommends that all parties plan to attend the closing. Nevertheless circumstances do sometimes prevent everyone from being in attendance. In those instances it is permissible for another individual to sign documents pursuant to a valid power of attorney. We can arrange for the preparation of a transaction specific power of attorney. A general power of attorney must be prepared by your own lawyer. If you intend to use your own form of power of attorney, the original must be submitted for our review two weeks prior to your anticipated closing date. Not all powers of attorney (i.e. a medical power of attorney) are adequate for the purposes of a real estate transaction. If the buyer is using a power of attorney and is also getting a mortgage, the buyer's lender will also need to approve the form.

Q: How should I take title to the property?

A: The three most common ways to take title are as tenants of the entireties, joint tenants with rights of survivorship, and tenants in common. Upon the death of one of the tenants of the entireties or joint tenants, title to the property will pass to the surviving tenants by operation of law. Upon the death of a tenant in common, title will pass to his or her heirs or devisees. We cannot advise you as to the best for you to hold title. That is a question that should be directed to a qualified estate attorney or financial planner.

Q: How will I know how much money to bring to closing?

A: The closing team assigned to your transaction will do its best to provide you with your cash-to-close number in advance of the closing. Often times we are dependent upon receiving information from a buyer's lender in order to complete this process. If for the total transaction your cash-to-close is less than \$10,000 you may bring a cashier's check made out to John Bethell Title Company, Inc. If you need \$10,000 or more, Indiana law requires that those funds be wired transferred to our bank account. We will supply you with wire instructions to give to your bank if that becomes necessary.



Q: When should I wire my money to you?

A: Different banks have different internal policies about the process and timing of sending wire transfers. It is generally best to wire your funds the day before your scheduled closing.

Q: I'm closing in a few days. Should I make my mortgage payment?

A: You should always make your mortgage payments before you will incur a late fee and penalty. However, if you make a payment within two weeks of your closing date, your lender may not consider that payment when they tell us how much you owe them. In that event, we will collect the amount the lender says you owe. Your lender will then refund you the payment when they settle your account after being paid off.

Q: How are costs customarily divided?

A: Most costs are negotiable. See the list of customary practices attached to this package.

Q: How long before I can close?

A: Our team is committed to meeting all reasonable time frames of the parties. However we are not in control of all of the processes that need to happen prior to closing. In a simple cash transaction a two week time frame from when we receive a complete order package is usually reasonable. When the buyer has a lender, or the seller has multiple lien holders or other title issues, time frames can be stretched out to sixty days and beyond.



Estimated Fees

The charge for owner's title insurance will vary depending upon the following:

- the purchase price
- if it is a cash transaction
- If buyer is securing a mortgage

For a Cash Transaction, there will be fees for:

- Owner's policy
- Closing services
- Closing protection letter

For a Mortgaged transaction, there will be fees for:

- Owner's policy
- Loan policy
- Closing services
- Closing protection letter

*Fees will apply for additional services such as:

- Preparation of supplemental documents (example: Power of Attorney documents)
- Document mail outs

**For a Fee Quote, Please contact Client Services at 812-339-8434
or customerservice@johnbtitle.com**