



➤ Selling your home?

With or *without* a real estate agent call:  
MBT Title Services  
(517) 374-1973

- We are here to help you seamlessly close your sale anywhere in the State of Michigan!
- Unlike any other title company, our experts will escort you through the process.
- The enclosed package will assist you through the course of your sale.

For Sale by Owner (FSBO) Package

This package contains documents to assist you through your sale.



1. Buy/Sell Agreement & Addendum to Buy/Sell
2. Seller's Disclosure Statement
3. Lead-Based Paint Disclosure
4. Title Insurance Application
5. Preliminary Title Information Report (PTIR)
6. Closing your Transaction

# 1

## Buy/Sell Agreement

- Like any other major sales transaction, MBT Title Services must be provided with a completed Buy/Sell Agreement.
- A typical copy of a Buy/Sell Agreement is enclosed in this package.
  - It is common practice for the seller to purchase an Owner's Policy of title insurance and for the buyer to purchase a Lender's Policy if they are obtaining a mortgage.
  - The Buy/Sell Agreement enclosed has automatically indicated that we will be assisting you with your transaction.
- Each paragraph should be carefully considered and discussed between the parties of the transaction.
- Be sure to provide complete information when filling out the Buy/Sell Agreement, including the current address and phone numbers for each party.
- If a paragraph does not apply to this particular transaction, you may place an "N/A" on the line provided.
- All parties involved must sign the Buy/Sell Agreement.

## Buy/Sell Agreement

1. BUYER'S OFFER: The undersigned, \_\_\_\_\_  
\_\_\_\_\_ Hereinafter called the Buyer,  
HEREBY OFFERS TO BUY THE FOLLOWING PROPERTY located in City/Twp. of \_\_\_\_\_  
\_\_\_\_\_, County of \_\_\_\_\_, Michigan, commonly known as \_\_\_\_\_  
\_\_\_\_\_ St/Ave.

Address

Legally described as: \_\_\_\_\_  
\_\_\_\_\_

subject to any existing building and use restrictions, zoning ordinances and easements, if any for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

2. THE TERMS OF PURCHASE SHALL BE as indicated by "x" below: (other unmarked terms of Purchase does not apply). Payment of such money shall be made in cash, certified check, or bank money order:

CASH                The full purchase price upon execution and delivery of Warranty Deed.  
NEW MTGE          The full purchase price upon the execution and delivery of Warranty Deed,  
Contingent upon Buyer's ability to obtain a \_\_\_\_\_ Mortgage for no  
Less than \_\_\_\_\_ years, for no less than \_\_\_\_\_ of purchase price at no  
more than \_\_\_\_\_ % interest per annum which Buyer agrees to apply for  
within \_\_\_\_\_ days and secure and accept commitment on or before  
\_\_\_\_\_ date.

CONTRACT          \$ \_\_\_\_\_ UPON EXECUTION AND DELIVERY OF  
Land Contract, wherein the balance of \$ \_\_\_\_\_ shall be  
payable in monthly installments of \$ \_\_\_\_\_ or more including  
Interest at \_\_\_\_\_ % per annum, interest to start on date of closing and the  
first such payment to become due 30 days after closing date. This contract shall  
be payable in full \_\_\_\_\_ year/months from date of closing.

EQUITY                Upon execution and delivery of: (    ) Assignment of vendee interest in land  
contract (    ) Warranty Deed subject to existing mortgage, Buyer to pay the  
difference (approximately \$ \_\_\_\_\_) between the  
purchase price and balance of said Mortgage or Land Contract which Buyer  
assumes and/or agrees to pay. Buyer agrees to reimburse Seller for any funds  
held in escrow, for payment of future taxes and insurance premiums.

3. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, Including now in or on the property, the following: T.V. antenna and complete rotor equipment; garage door opener and transmitter(s); carpet; lighting fixtures and their shade; drapery and curtain hardware; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; all plantings; fence(s). Exceptions: \_\_\_\_\_  
\_\_\_\_\_

4. All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in other provisions as set forth in Paragraph 3 of this agreement, or see addendum attached hereto.

5. Seller shall be responsible for fire and extended coverage insurance until sale is closed.



( ) Buyer acknowledges that it is recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

14. SELLERS DISCLOSURE:

( ) Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

( ) Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller.

15. LEAD-BASED PAINT DISCLOSURE/INSPECTION: (For residential housing built prior to 1978.)

Buyer acknowledges that prior to signing the Buy and Sell Agreement, buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller on \_\_\_\_/\_\_\_\_/\_\_\_\_, the terms of which are incorporated herein by reference.

( ) Buyer shall have a \_\_\_\_\_ day opportunity after date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.

( ) Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

16. LAND DIVISION ACT: (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make \_\_\_\_\_ **(Insert "zero" "all" or a specific number, as appropriate)** division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.
- (b) This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.  
CAUTION: If the space contained in paragraph (a) above is left blank, the deed will **NOT** grant Buyer the right to any divisions.

17. CLOSING COSTS: Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

18. ARBITRATION:

( ) Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations. MCL 600.5001: MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

( ) The parties do not wish to agree at this time to arbitrate any future disputes.

19. OTHER PROVISIONS OR EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Witness:

Buyer: (Note: Please sign as you wish your Name to appear on final papers)

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

\_\_\_\_\_  
Signature

BUYER'S COMPLETE ADDRESS:

\_\_\_\_\_  
Print your name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name

Dated \_\_\_\_\_

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SELLER'S ACCEPTANCE

21. THE ABOVE AGREEMENT is hereby accepted \_\_\_\_\_  
\_\_\_\_\_ and/or see addendum attached hereto.

22. RECEIPT IS ACKNOWLEDGED by Seller of a copy of this Agreement.

Witness:

Seller:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name

SELLER'S COMPLETE ADDRESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name

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

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BUYER'S RECEIPT OF ACCETPANCE

23. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's agreement. In the event the acceptance was subject to changes as hereinbefore set forth, as in Paragraph 21, from Buyer's agreement, the Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

DATE \_\_\_\_\_ x \_\_\_\_\_ BUYER

WITNESS: \_\_\_\_\_ x \_\_\_\_\_ BUYER

WITNESS: \_\_\_\_\_

24. **DISCLAIMER:** This form is provided as a service MBT Title Services, LLC. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. MBT Title Services, LLC is not responsible for the use or misuse of the form, for misrepresentation, or for warranties made in connection with the form. Execution of a facsimile counter part of this Agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement.

**Addendum to  
Buy/Sell Agreement**

Date: \_\_\_\_\_, covering Property located at, and Legally described as:

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commonly known as: \_\_\_\_\_  
by \_\_\_\_\_ as Buyer (s), and  
\_\_\_\_\_ as Seller(s), this Addendum to be part  
of the attached Buy/Sell Agreement dated \_\_\_\_\_.

The following is/are to be considered as part of the above referred to Buy/Sell Agreement, to wit:

Witness:

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as Buyer(s):

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Witness:

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as Seller(s):

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# 2

## Seller's Disclosure Statement



The Seller must disclose any information that they are aware of on the Seller's Disclosure Statement.

The seller should provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of the property.

Even though the Seller's Disclosure Statement is not a warranty, the seller specifically makes representations based on the seller's knowledge at the signing of this document.

This information is a disclosure only and is not intended to be a part of any contract between the buyer and seller.

**Failure to provide a purchaser with a signed Seller's Disclosure Statement will enable a Purchaser to terminate an otherwise binding Buy/Sell Agreement.**

This information is not intended to be used in place of working with an attorney, and it is suggested that you obtain legal advice from an attorney at all times.

## Seller's Disclosure Statement

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

**City:** \_\_\_\_\_ **Michigan**

The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document.

**Appliances/Systems/Services:** the items below are in working order:

	Unknown	Yes	No	N/A		Unknown	Yes	No	N/A
Range/Oven	_____	_____	_____	_____	Lawn Sprinkler System	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water Heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing System	_____	_____	_____	_____
Hood/Fan	_____	_____	_____	_____	Water Softener/	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Conditioner	_____	_____	_____	_____
TV Antenna, TV	_____	_____	_____	_____	Well & Pump	_____	_____	_____	_____
Rotor & Controls	_____	_____	_____	_____	Septic Tank &	_____	_____	_____	_____
Electrical System	_____	_____	_____	_____	Drain Field	_____	_____	_____	_____
Garage Door Opener	_____	_____	_____	_____	Sump Pump	_____	_____	_____	_____
& Remote Control	_____	_____	_____	_____	City Water System	_____	_____	_____	_____
Alarm System	_____	_____	_____	_____	Central Air Conditioning	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central Heating System	_____	_____	_____	_____
Central Vacuum	_____	_____	_____	_____	Furnace	_____	_____	_____	_____
Attic Fan	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Pool Heater, Wall	_____	_____	_____	_____	Electronic Air Filter	_____	_____	_____	_____
Liner & Equipment	_____	_____	_____	_____	Solar Heating System	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Fireplace & Chimney	_____	_____	_____	_____
Trash Compactor	_____	_____	_____	_____	Wood Burning System	_____	_____	_____	_____
Sauna/Hot tub	_____	_____	_____	_____	Ceiling Fan	_____	_____	_____	_____

**Explanations** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unless otherwise agreed, all household appliances are sold in working order except as noted, without warranty.

**Property conditions, improvements, and additional information:**

1. Basement: Has there been evidence of water? Yes \_\_\_\_\_ No \_\_\_\_\_  
if yes, please explain \_\_\_\_\_

2. Insulation: Describe, if known: \_\_\_\_\_  
Urea Formaldehyde foam insulation (UFF) is installed? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

3. Roof: Leaks? Yes \_\_\_\_\_ No \_\_\_\_\_  
Approximate age, if known: \_\_\_\_\_

4. Well: Type of well (depth/diameter), age and repair history, if known: \_\_\_\_\_

Has water been tested? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, date of last report/results \_\_\_\_\_

5. Septic tanks/drain fields: Condition, if known \_\_\_\_\_

6. Heating system: Type/approximate age \_\_\_\_\_

7. Plumbing system: Type: Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ Other \_\_\_\_\_

8. Electrical system: Any known problems? \_\_\_\_\_

9. History of infestation, if any: (termites, carpenter ants, etc.) \_\_\_\_\_

10. Environmental problems: Substances, materials or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property: Unknown \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain \_\_\_\_\_

**Other Items:** Are you aware of any of the following:

1. Features of the property shared in common with adjoining landowners, such as walls, fences, roads driveways or other features whose use or responsibility for maintenance may have an effect on the property? Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

2. Any encroachments, easements, zoning violations or nonconforming uses?  
Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

3. Any "common areas" facilities like pools, tennis courts, walkways or other areas co-owned with others or a homeowners association, which has any authority over the property?  
Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

4. Structural modification, alterations or repairs made without necessary permits or licensed contractors?  
Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

5. Settling, flooding, drainage, structural or grading problems? Unknown \_\_\_\_\_ No \_\_\_\_\_  
Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

6. Major damage to the property from fire, wind, floods or landslides? Unknown \_\_\_\_\_ No \_\_\_\_\_  
Yes \_\_\_\_\_  
If yes, explain \_\_\_\_\_

7. Any underground storage tanks? Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?  
Unknown \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_

The most recent State Equalized Valuation of the property provided by the local taxing unit to the Seller was \$ \_\_\_\_\_ as of \_\_\_\_\_ (date). The Seller has lived in the residence on the property from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The Seller has owned the property since \_\_\_\_\_ (date). Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

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

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

Buyer has read and acknowledges receipt of this statement

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

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



## Lead-Based Paint Disclosure

- Federal law requires that individuals receive certain information before renting or buying pre-1978 housing.
- This disclosure must be made prior to the seller's acceptance of the purchaser's offer.
- The following documents (enclosed herein) are related to the lead-based paint disclosure:
  - Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.
  - EPA and HUD Real Estate Notification and Disclosure Rule Questions and Answers.
  - Sample booklet "Protect Your Family From Lead in Your Home" (to be provided to the purchaser).
- More information can be found at [www.epa.gov/lead](http://www.epa.gov/lead).

**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

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# **EPA and HUD Real Estate Notification and Disclosure Rule Questions and Answers**

## **The Rule**

### **What is the purpose of this rule and who is affected?**

To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

### **When does the rule take effect?**

The rule's effective date depends on the number of housing units owned.

! For owners of more than 4 dwelling units, the effective date is September 6, 1996.

! For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## **Affected Housing**

### **What type of housing is affected by this rule?**

This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

### **What type of housing is not affected by this rule?**

Housing that is not affected by this rule includes:

! 0-bedroom dwellings, such as lofts, efficiencies, and studios.

! Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.

! Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.

! Rental housing that has been inspected by a certified inspector and is found to be free of

lead-based paint.

## **How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?**

Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

## **Why doesn't this rule affect housing built after 1978?**

Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

## **Is my home unsafe if it contains lead-based paint?**

Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked.

## **Seller & Lessor Responsibilities**

### **What if I'm selling target housing?**

Property owners who sell target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.
- ! Give buyers the EPA pamphlet *Protect Your Family from Lead in Your Home*.
- ! Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.
- ! Give buyers a 10-day opportunity to test the housing for lead.

### **What if I'm renting target housing?**

Property owners who rent out target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the home and any available

reports on lead in the housing.

- ! Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- ! Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.

### **Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?**

No, but when tenants renew their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

### **What if the buyers/renters don't speak English?**

In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

### **Must I check my house for lead prior to sale?**

No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

### **Is the seller required to remove any lead-based paint that is discovered during an inspection?**

No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

### **What if I know there is lead-based paint in my home?**

If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

### **What if the lessor knows that there is no lead-based paint in my rental**

## **housing?**

If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

## **Agent Responsibilities**

### **What are my responsibilities as an agent?**

Agents must ensure that:

- ! Sellers and landlords are made aware of their obligations under this rule.
- ! Sellers and landlords disclose the proper information to lessors, buyers, and tenants.
- ! Sellers give purchasers the opportunity to conduct an inspection.
- ! Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

### **What is the responsibility of an agent if the seller or landlord fails to comply with this rule?**

The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

## **Purchaser & Renter Rights**

### **As a purchaser, am I required to conduct and finance an inspection?**

No. The rule simply ensures that you have the opportunity to test for lead before purchase.

### **Can the inspection/risk assessment period be waived?**

Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

### **If I am renting, do I have the same opportunity to test for lead?**

Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents

the renter from negotiating with the lessor to allow time for an inspection before rental.

### **Where can I find a qualified professional to conduct an inspection?**

State agencies can provide helpful information for locating qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides the phone numbers of these state agencies. It is important to verify the qualifications of individuals and firms before hiring them.

### **Must inspectors be certified?**

Some cities and states have their own rules concerning inspector certification. These requirements, which may be administered at the state or federal level, may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

## **Liability**

### **Does this rule increase my liability for future lead poisoning on my property?**

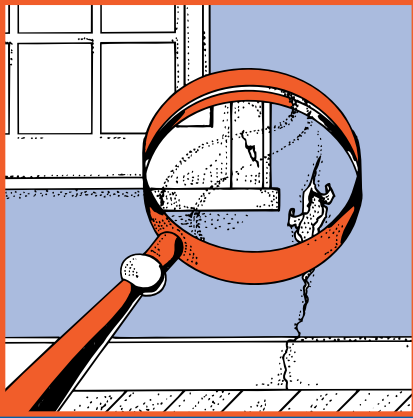
In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

### **Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?**

Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

### **What if a seller or lessor fails to comply with these regulations?**

A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

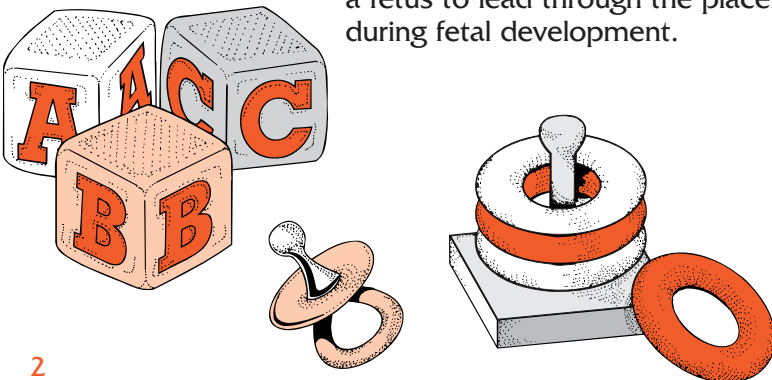
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

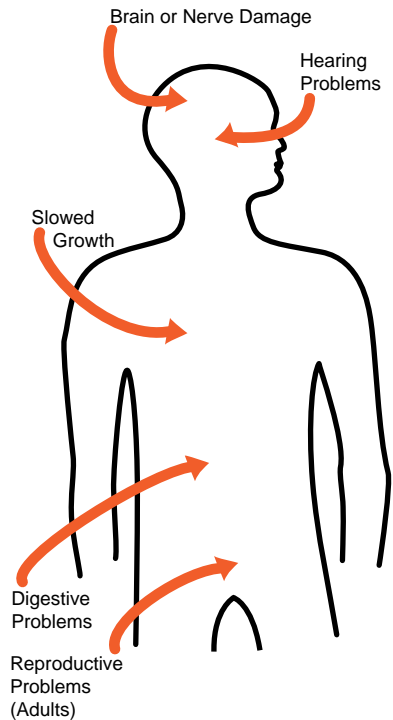
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

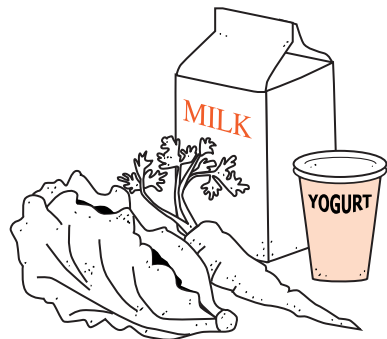
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

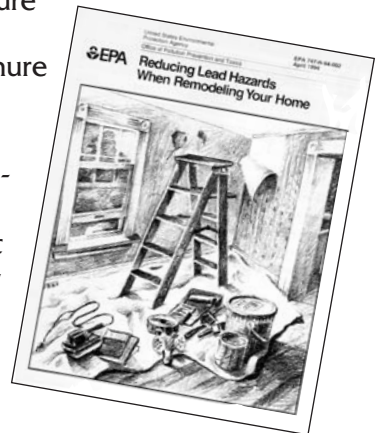
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

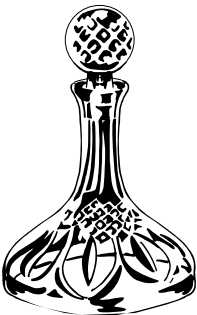
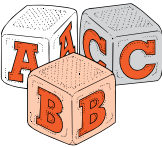
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

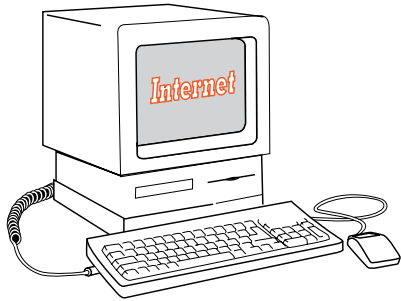


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003



## Title Order Application

- It is best to order title work at the time you place your property up for sale. You can then proactively provide documentation to the buyer for their review.
- Once the title commitment is completed, MBT Title Services will review the commitment for title issues and help you to clear these issues.
- MBT Title Services will order payoff letters on your behalf for any mortgage liens showing on the title commitment.



# MBT Title Services, L.L.C.

507 South Grand Avenue, Lansing, MI 48933

Telephone: 517-374-1965 or 517-374-1973; Fax: 517-374-1983 or 517-374-1985



Date Ordered: \_\_\_\_\_ Dated Needed: \_\_\_\_\_ Anticipated Closing Date: \_\_\_\_\_  
(Please do not put rush without a date)

Product Requested:  Property Title Info. Report  Commitment  
(the below products cannot be canceled)  
 Junior Loan Policy  Title Search Only  Foreclosure Guarantee & Commitment

Owners Title Policy: Insured Amount \$ \_\_\_\_\_  Cash  Land Contract  Leasehold  
Mortgage Title Policy: Insured Amount \$ \_\_\_\_\_  1<sup>st</sup> Position  2<sup>nd</sup> Position  
Mortgage Title Policy (2<sup>nd</sup> Loan): Insured Amount \$ \_\_\_\_\_  2<sup>nd</sup> Position  3<sup>rd</sup> Position  Other \_\_\_\_\_

Type of Policy (check all that apply):  Eagle Enhanced Policy  Standard Policy  Simultaneous Issue  
 Construction Mortgage  Permanent Loan  Short-term Loan  Newly Built

Endorsement(s) Requested:  8.1-06  ALTA 9-06  Renewal of Note (167.5-06)  
 Modification of Mortgage (188-06 Series)  Future Advance/Revolving Credit (107-06 Series/106.023-06)  
 Revolving Credit/Variable Rate (106.1-023-06)  ALTA 7-06 Endorsement (Mobile Home)

Additional Request: \_\_\_\_\_

Closing Services Requested:  Full Closing  Processing & Disbursement  Witness Closing & Disbursement  
Attached Documents:  Purchase Agreement  Real Estate Broker Closing Instructions  Land Contract  
Payoff Authorization  Land Contract  Association Information Sheet  Mortgage  
Payoff Authorization  Deed Preparation Instructions  
 Other: \_\_\_\_\_

Purchaser(s): Name \_\_\_\_\_ Marital Status: \_\_\_\_\_  
Current Address: \_\_\_\_\_

Current Owner(s): Name \_\_\_\_\_ Marital Status: \_\_\_\_\_  
Current Address \_\_\_\_\_

Legal Description:  Commercial  Residential Parcel Number: \_\_\_\_\_  
 City  Township  Village of \_\_\_\_\_ County of \_\_\_\_\_  
Description: \_\_\_\_\_

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

Prior Policy Attached (please attach a complete copy)  Prior Commitment Attached (please attach a complete copy)

## CUSTOMER INFORMATION

Customer Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Please deliver the commitment to me by:  Fax  Regular Mail  Fax & Regular Mail  E-mail  
Additional Comments: \_\_\_\_\_

## 55

### Preliminary Title Information Report (PTIR)

- MBT Title Services can prepare a Preliminary Title Information Report (PTIR) even before you have a bona fide purchaser for the property.
- The Agency will perform a forty-year marketable title search on the subject property.
- The PTIR will contain the following information:
  - How current title is held
  - Open liens and mortgages
  - Easements, Restrictions, Oil & Gas Leases, and/or any other encumbrance to the property or title of the land
  - Current tax information, including SEV, Taxable Value and Homestead exemption percentage

# PROPERTY TITLE INFORMATION REPORT

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Agency File Number: 2008030001LS

Effective Date of Report: 01/01/08

Time: 08:00 AM

1. Property Title Information Report supplied by MBT Title Services, L.L.C. to XYZ Realty .
2. The records indicate that the grantee on the last document recorded in the public record is: Jim Smith and Jane Smith, husband and wife.
3. The land referred to in this Property Title Information Report is located in the State of MI, County of Anywhere, City of Somewhere and is described as follows:

SEE SCHEDULE A ATTACHED HERETO

Commonly known as: 123 Main St.  
Somewhere, MI 88888

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The following information regarding matters of public record affects legal title to the property described on the attached Schedule A.

1. Mortgage in the amount of \$225,000.00 from John Doe and Sally Doe, husband and wife, to ABC Bank, dated July 1, 2004, recorded July 14, 2004 in Liber 2250, Page 225.
2. Tax Parcel ID No. 11-11-123-0001-00  
All taxes paid through: 2007 Winter  
  
2007 Winter Taxes Paid in the amount of \$1,700.00.  
  
2007 Summer Taxes Paid in the amount of \$2,800.00.  
  
2007 SEV: \$180,000.00  
2007 Taxable Value: \$178,000.00  
100% Homestead
3. Easement granted to Wizard Telephone Company, disclosed by an instrument recorded in Liber 120, Page 52.
4. Oil and Gas Lease in favor of Spouting Oil Company as disclosed by instrument recorded in Liber 25 of Miscellaneous Records, Page 12, and any assignments thereto.
5. Building and use restrictions and other terms, covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), disclosed by instrument recorded in Liber 12 of Miscellaneous Records, Page 28.

NOTE: This Property Title Information Report was provided without payment or consideration of any

kind and without any promise to obtain from the title insurer a title policy. It is not a commitment to insure title and should not be used for title purposes when acquiring or conveying an interest in the described land. If a title insurance commitment is desired, an application must be made for a commitment in a specific amount and identifying the proposed insured.

Inquiries should be directed to:

MBT Title Services, L.L.C.

507 South Grand Avenue

Lansing, MI 48933

Telephone: (517)374-1973

Fax: (517)374-1983

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Authorized Countersignature

File Number: 2008030001LS

**SCHEDULE A**  
**PROPERTY DESCRIPTION**

The land referred to in this Property Title Information Report is described as follows:

Premises situated in the City of Somewhere, County of Anywhere, State of Michigan, described as follows:

Lot 1, Rolling Acres Subdivision, City of Somewhere, Anywhere County, Michigan as recorded in Liber 1, Page 123, Anywhere County Records.

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### Closing your Transaction

- MBT Title Services can provide a private closing room to discuss the purchase agreement and make copies for all of the parties involved.
- MBT Title Services will prepare your closing statement showing credits and debits for both parties, including how much you will receive for your sale and how much the buyer will need to bring to closing.
- MBT Title Services will help you to clear any title issues that may arise in our examination of title.
- The following pertinent documentation will be filed with the appropriate entity as part of the closing:
  - Property Transfer Affidavit
  - Homeowner's Principal Residence Exemption Affidavit
  - Request to Rescind Homeowner's Principal Residence Exemption
  - Transfer Deeds, Mortgages, and any other documents necessary to record in order to insure the property
  - IRS 1099 Reporting