

Listing office NO LIST SALE
Phone _____ Fax _____
Listing agent _____
Phone _____ Fax _____
Email _____
Email _____

Selling office Charles Reinhart Company
Phone 734-769-3800 Fax _____
Selling agent Bob Miller
Phone 734-730-4800 Fax 734-769-3801
Email bobmiller@reinhartrealtors.com
Email closingdept@reinhartrealtors.com

1. Seller and Buyer acknowledge receipt of the State of Michigan "Disclosure Regarding Real Estate Agency Relationships."

2. Property, Parties, Dates: For the property known as 143 Hill St Ann Arbor MI 48104,
this offer is dated ~~XXXXXX~~ August 26th 2015, and is between:

Seller Ivan Hamm
Address 143 Hill St Ann Arbor MI 48104 and

Buyer Miller Building LLC
Address 801 W Liberty St Ann Arbor MI 48103

The contract date will be the date of final acceptance, as stated in paragraph 41. Whenever a number of days is specified in this contract, the number is calendar days.

3. Conveyance: Seller agrees to sell and convey, subject to easements and restrictive covenants of record and the lien of taxes not yet due and payable at time of closing, and Buyer agrees to purchase, the property situated in the City Township Village of Ann Arbor, County of Washtenaw, Michigan, as identified above.

Legal description: LOT 29 ASSESSORS PLAT NO 30
and as completely described in the title insurance commitment.
Tax ID # 09-09-29-417-010

4. Sale price _____ Dollars \$ _____

Earnest Money Deposit (EMD): _____ Dollars \$ _____

5. EMD will be deposited in the escrow account of: Selling Broker Listing Broker Title Company Other _____, within two banking days after Broker has received notice that the offer to purchase has been accepted by all parties, until closing, at which time it will be credited to Buyer. Should this contract not close, the EMD will be handled as specified in R339.22313(6), Michigan Administrative Rules, Real Estate Brokers and Salespersons. In the absence of any dispute between Seller and Buyer, the EMD may be released by the Broker in accordance with the contract. If held by Broker, the Broker may require a written agreement signed by Seller and Buyer, confirming that there is no dispute as to the disbursement of funds. If a dispute exists, the EMD will not be released by the Broker without the written consent of both parties or a court order. If held under an escrow agreement, the EMD will be released in accordance with the terms of the escrow agreement.

Additional EMD: \$ _____ will be paid upon _____

If additional EMD is required at any time during this contract and is not tendered by the date specified, this contract may be declared null and void by Seller.

6. Funds and Terms: New Mortgage Land Contract (see Land Contract Addendum) Cash Other _____
Buyer will pay the balance of the sale price, together with closing costs and escrow deposits, in collected funds at the time of closing. Buyer is responsible for the performance of Buyer's lender. Failure of Buyer's lender to have funds available for disbursement at the time of the scheduled closing may result in Buyer's default. A commission of \$295 will be paid to selling broker by purchaser at closing.

Other: BUYER WILL RENT BACK TO SELLER FOR NO MORE THAN TWO WEEKS AFTER CLOSING
FOR A SUM OF \$200.00 PER WEEK

Two thousand dollars to act as transaction
BUYER'S INITIALS [Signature] SELLER'S INITIALS I.H.

RE: THE PROPERTY KNOWN AS: 143 Hill St Ann Arbor MI 48104
(STREET) (CITY) (ZIP)

7. **Inclusions:** This sale includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window treatments and hardware, wall-to-wall carpeting, attached shelving, owned water softeners, automatic garage door equipment, storm windows and doors, screens, awnings, antennas, TV brackets, as well as the following personal property, as seen, for which a bill of sale will be given:

Seller and Buyer agree that the personal property conveyed through this contract has no monetary value.

8. **Exclusions:** Excluded from this contract are the following: _____

9. **Property condition:** Seller represents that all equipment and improvements are in working condition, with the exception of:
PROPERTY IS TO BE PURCHASED AS IS

Unless otherwise agreed in writing, Seller will deliver and Buyer will accept the property in the same "as-is" condition as when this contract was written. Until possession is delivered, Seller agrees to maintain heating, well, septic, plumbing, electrical system, appliances, all inclusions as identified above, and other equipment in normal working order; to keep the roof watertight; to maintain the grounds; and to keep all essential utility services connected. If the property has been winterized, Seller will de-winterize prior to closing. Seller will remove all trash and debris from the property and leave the premises in broom-clean condition.

Seller and Buyer agree that neither party has relied on any representation of Broker or Broker's agents concerning the fitness and condition of the property. Broker and agents assume no responsibility for the condition of the property nor for the performance of this contract by any or all parties. Seller and Buyer agree to hold Brokers and agents harmless in the performance of this contract unless there has been misrepresentation or fraud.

10. **Home Warranty:** A one year home warranty from _____ to be provided at closing, paid by Seller Buyer at a cost not to exceed \$ _____.

11. **Casualty loss:** Seller retains the risk of loss by fire, windstorm, or otherwise until delivery of the deed or land contract.

12. **Assessments:** All assessments, municipal, association, or otherwise, including future installments, that have been assessed against the property by the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property, assessed after the date of closing will be paid by Buyer.

13. **Benefit Charges:** Any benefit charges against the property made by any governmental authority or utility company for installation or tap-in fees for utility services, water, sanitary sewer, storm sewer, gas, electric, telephone, and cable lines for which charges have been made, incurred or billed before the date of closing, will be paid by Seller. Charges incurred after closing will be paid by Buyer.

14. **Metered Water and Sewer:** Seller will escrow the sum of \$ 200.00 _____ for final water and sewer bill with Listing Broker Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage.

15. **Seller has no knowledge of any pending assessments or benefit charges that have not been disclosed in writing to Buyer.**

16. **Prorations:** Rents, insurance, interest, and association fees, where applicable, are to be prorated as of the date of closing on a 30 day month, 360 day year basis. Seller represents that Seller has filed all required transfer affidavits disclosing the sale price to the local Assessor. If present on property, Buyer will reimburse Seller for fuel oil or propane left in the tank, verified by fuel company or gauge-reading prior to closing. Any condominium/cooperative transfer fee and/or association fee will be paid by Seller Buyer.

BUYER'S INITIALS _____

SELLER'S INITIALS JH

RE: THE PROPERTY KNOWN AS: 143 Hill St Ann Arbor MI 48104
(STREET) (CITY) (ZIP)

17. Tax proration: Taxes will be prorated based on a 30 day month, 360 day year, as follows:

- Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. (commonly used in Washtenaw, Lenawee, Livingston, Wayne and Oakland Counties and parts of Monroe County)
- Taxes will be prorated as if paid in arrears, based on the calendar year of the taxing authority. (commonly used in Jackson and Ingham Counties and parts of Monroe County)
- No tax proration will be paid. Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing.

18. Walk-through: Buyer has the right to walk through the property within forty eight hours prior to closing.

19. Form of Conveyance: Seller agrees to grant and convey, as above required, by Warranty Deed Covenant, Trust or Fiduciary Deed Special Deed or Washtenaw County Bar Association form of Land Contract, a marketable title to the property. If the property is a cooperative, Seller will convey by stock transfer. Seller will pay transfer taxes when title passes. If the property is neither a condominium unit nor a platted lot, Seller will convey the right to make all land divisions.

20. Closing: Closing of this purchase to be on or before OCTOBER 19TH 2015

21. Possession: Possession will be given at closing, _____ days after closing or _____ Occupancy Addendum attached.

22. Title Insurance: Seller will provide an owner's policy of title insurance with without standard exceptions (at no additional cost to Seller or Buyer) along with any title affidavit required by the title company. Buyer will provide any mortgage report required by the title company for removing standard exceptions or for issuance of the mortgage title insurance policy. Any special exception will be subject to Buyer's approval. Monetary encumbrances not assumed by Buyer will be paid by Seller by closing.

23. Notices: Offers, counteroffers, acceptances and notices required by this contract delivered in person, by mail, fax, email, scan, and other electronic methods of transmission will be binding. Definitions of delivery follow: personal delivery shall mean the time that the recipient receives the notice; delivery by mail shall be one day after the notice is mailed; for email, scan, and other electronic methods of transmission, delivery shall mean the time that the notice is sent.

24. Financing: This contract is contingent upon Buyer qualifying for and obtaining a mortgage commitment as designated below for which Buyer agrees to apply, and cause the appraisal to be ordered, within _____ days of final acceptance.
 Conventional Federal Housing Administration (FHA) FHA addendum attached Veterans Administration (VA) VA addendum attached Rural Development (RD) Other _____ loan commitment in the amount of \$ _____ or _____ % of the sale price.

Buyer will provide evidence of the mortgage application and appraisal order from Buyer's lender within _____ days of final acceptance. If such evidence is not provided in the time frame, Seller may void this contract. Buyer to notify Seller in writing regarding mortgage approval or denial by _____ or within _____ days of final acceptance or this contingency will be deemed waived.

25. Buyer does does not acknowledge receipt of the Seller's Disclosure.

26. Buyer acknowledges having been advised to have the property inspected.

27. Inspections: This contract is contingent upon Buyer's satisfaction with inspections of Buyer's choice and at Buyer's expense. Buyer shall have the option for 0 days from final acceptance to have the property inspected. Seller shall make the premises reasonably available for inspections during normal business hours. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer line, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos and any other inspection Buyer may deem appropriate for Buyer's intended use of the property. Buyer agrees to restore the property to its prior condition after any inspections or tests.

BUYER'S INITIALS [Signature]

SELLER'S INITIALS IH

RE: THE PROPERTY KNOWN AS: 143 Hill St Ann Arbor MI 48104
(STREET) (CITY) (ZIP)

34. Sale of Buyer's property: This contract is contingent upon successful completion of the following. The following contingencies will be deemed waived unless Buyer notifies Seller within the time frame set forth below of Buyer's inability to perform.

Obtaining a signed sales contract on Buyer's property located at _____, within _____ days of final acceptance.

Obtaining a non-contingent signed sales contract on said property within _____ days of final acceptance.

Closing on the sale of above property within _____ days of final acceptance.

After Buyer has removed or waived all of the contingencies regarding the sale of Buyer's property, Buyer will be in default if Buyer's mortgage is not approved because of failure to sell said property.

Buyer agrees to list said property with a REALTOR within _____ days from the date of final acceptance.

35. Limited time clause: If this contract is contingent upon the sale of Buyer's property, Buyer acknowledges that this property is not being taken off the market by this contract. If a back-up contract is accepted on this property prior to removal of all contingencies regarding the sale of Buyer's property, Buyer will have _____ days from receipt of Seller's written notification to Buyer to remove all the contingencies regarding the sale of said property and provide written verification from lender that Buyer does not need to sell said property in order to obtain financing for this property. If these requirements are not met this contract becomes null and void.

36. Other contingencies: _____

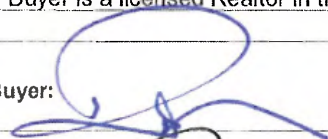

37. Back-up contract: This contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Buyer of written notification. Seller agrees to notify Buyer in writing within two days of dissolution of the first contract. For purposes of computing time limits, the date of final acceptance of this contract as primary shall be deemed the date on which the Buyer receives written notice. Buyer may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

38. Binding contract and assignment: This contract binds Buyer, Seller, their heirs and personal representatives. Buyer will not assign this contract without Seller's written permission. Unless modified or waived in writing, all covenants, warranties, and representations contained herein will survive the closing.

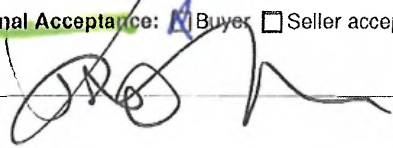
39. Default: If Buyer defaults, Seller may elect to claim the earnest money as liquidated damages. If either Seller or Buyer defaults, the damaged party may pursue any legal and equitable remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

40. Other:

• Buyer is a licensed Realtor in the State of Michigan.

Buyer:  Date: Aug 26 2015 Seller:  Date: 8-26-15
Date: _____ Date: _____

41. Final Acceptance: Buyer Seller accepts this offer as written. All terms and conditions have been agreed upon.

 Date: 8/26/2015
Date: _____

The next day following the date of delivery of the final acceptance will be deemed "Day 1" for contingency time frames.

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d).

RE: THE PROPERTY KNOWN AS 143 Hill St Ann Arbor MI 48103
(Street) (City) (State) (Zip Code)

The residence at this address was constructed after January 1, 1978: (Seller must check one.)
 Yes No Unknown

If Yes is checked, omit the rest of this Disclosure and sign below, otherwise, complete the following portion.

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 purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser 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

- I H
(Seller must initial)

1. Presence of lead-based paint and/or lead-based paint hazards (Check the appropriate box below.)
 Known lead-based paint and/or lead-based paint hazards are present in the housing. (Explain.)
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- I H
(Seller must initial)

2. Records and reports available to Seller: (Check the appropriate box below.)
 Seller has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents below.)
 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- I H
(Seller must initial)

3. Seller acknowledges that agents have informed Seller of Seller's obligation under 42 U.S.C. 4852d.

PURCHASER'S ACKNOWLEDGMENT

- [Signature]
(Purchaser must initial)

4. Purchaser has received copies of all information listed above and the attached _____
- [Signature]
(Purchaser must initial)

5. Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- [Signature]
(Purchaser must initial)

6. As set forth in the Sales Contract, Purchaser has (Check the appropriate box below):
 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.
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

REALTOR ACKNOWLEDGMENT

- [Signature]
(Agent must initial)

7. Agent has informed Seller of Seller's obligation 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 and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>Ivan Hamm</u>	<u>9-3-15</u>	<u>[Signature]</u>	
(SELLER)	(DATE)	(PURCHASER)	(DATE)
<u>[Signature]</u>		<u>[Signature]</u>	
(SELLER)	(DATE)	(PURCHASER)	(DATE)
<u>[Signature]</u>		<u>[Signature]</u>	
(AGENT)	(DATE)	(AGENT)	(DATE)



SELLER'S DISCLOSURE STATEMENT

Property Address: 143 Hill St Ann Arbor MI 48103
(Street) (City) (State) (Zip Code)

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: 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. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Table with columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, Hood/fan, Disposal, TV antenna, TV rotor & controls, Electrical System, Garage door opener & remote control, Alarm system, Intercom, Central vacuum, Attic fan, Pool heater, wall liner & equipment, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Washer, Lawn sprinkler system, Water heater, Plumbing system, Water softener/conditioner, Well & pump, Septic tank & drain field, Sump pump, City water system, City sewer system, Central air conditioning, Central heating system, Wall furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system, Dryer.

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING

BUYER'S INITIALS [Signature]

SELLER'S INITIALS JH

Property Address: 143 Hill St Ann Arbor MI 48103
(Street) (City) (State) (Zip Code)

- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
unknown yes no
- 10. Any outstanding municipal assessments or fees?
unknown yes no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property?
unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from 1960's (date) to 2015 (date)

The Seller has owned the property since _____ (date)

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/ appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Ivan Hamm Date Sept 2015

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer [Signature] Date Sept 3 2015 Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.