

PURCHASES AND SALES OF HOMES

SUPPLEMENTAL MATERIALS

ALBANY

ALBANY SUPPLEMENTAL MATERIALS

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CAPITAL REGION MULTIPLE LISTING SERVICE, INC.

STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE



THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. SELLER** — The Seller is _____
 residing at _____
 (the word "Seller" refers to each and all parties who have an ownership interest in the property).
- B. PURCHASER** — The Purchaser is _____
 residing at _____
 (the word "Purchaser" refers to each and all of those who signed below as Purchaser).

2. PROPERTY TO BE SOLD

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as _____ located in the city, village or town of _____ in _____ County, State of New York. This property includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property. The lot size of the property is approximately _____.

3. ITEMS INCLUDED IN SALE

- | | | |
|--|---------------------------------|---------------------------------------|
| Awnings | Heating/Central Air | Storm & Screen Doors |
| Built-in Appliances & Cabinets | Lighting Fixtures & Paddle Fans | Storm Windows & Screens |
| Built-in Closet Systems | Plumbing Fixtures | Smoke & Carbon Monoxide Detectors |
| Drapery Rods & Curtain Rods | Pumps | Television Aerials & Satellite Dishes |
| Electric Garage Door Opener(s) & Remote(s) | Security & Alarm System(s) | Wall-to-Wall Carpeting, as placed |
| Fencing | Shades & Blinds | Water Filters & Treatment Systems |
| Fireplace Insert, Doors and/or Screen | Shrubs, Trees, Plants | |

The items listed above, if now in or on said premises, and owned by the Seller free from all liens and encumbrances, are included in the sale "as is", on the date of this offer, together with the following items:

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale

5. PURCHASE PRICE

The purchase price is _____ DOLLARS (\$ _____). The Purchaser shall pay the purchase price as follows:

- A. \$ _____ deposit with this contract and held pursuant to paragraph 16 herein
- B. \$ _____ additional deposit on _____
- C. \$ _____ in cash, certified check, bank draft or attorney escrow account check at closing
- D. \$ _____

6. MORTGAGE CONTINGENCY

A. This Agreement is contingent upon Purchaser obtaining approval of a Conventional, FHA or VA (if FHA or VA, see attached required addendum) or _____ mortgage loan of \$ _____ for a term of not more than _____ years at an initial fixed or adjustable nominal interest rate not to exceed _____ percent. Purchaser agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within _____ business days after the Seller has accepted this contract.

Purchaser agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Purchaser chooses to waive this mortgage contingency, Purchaser shall provide notice in writing to _____ of Purchaser's receipt of the mortgage commitment or of Purchaser's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before _____, then either Purchaser or Seller may **within five business days of such date** terminate, or the parties may mutually agree to extend, this contract by written notice to _____.

Upon receipt of termination notice from either party, and in the case of notice by the Purchaser, proof of Purchaser's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Purchaser.

B. **Seller's Contribution:** At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Purchaser \$ _____ or _____ % of the Purchase Price or mortgage amount.

Purchaser's Initials Seller's Initials

7. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. OTHER TERMS (if any)

9. TITLE AND SURVEY

A 40-year abstract of title, tax search and any continuations thereof, or a fee title insurance policy, shall be obtained at the expense of Purchaser or Seller. (If both boxes are checked, the option of whether an Abstract of Title or fee policy is provided shall be that of the party paying for same.) The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey.

10. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of _____; also subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

11. DEED

The property shall be transferred from Seller to Purchaser by means of a Warranty Deed, with Lien Covenant, or _____ deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee, or conservator, the deed usual to such cases shall be accepted.

12. NEW YORK STATE TRANSFER TAX, ADDITIONAL TAX AND MORTGAGE SATISFACTION

The Seller shall pay New York State Real Property Transfer Tax imposed by Section 1402 of the Tax Law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages. If applicable, the Purchaser shall pay the Additional Tax (a/k/a the "Mansion Tax" or "Luxury Tax") imposed by Section 1402-a of the Tax Law on transfers of \$1,000,000 or more.

13. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- b. Taxes, sewer, water, rents, and condominium or homeowner association fees
- c. Municipal assessment yearly installments except as set forth in item "10".
- d. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

14. RIGHT OF INSPECTION AND ACCESS

Purchaser and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. Purchaser and/or a representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. TRANSFER OF TITLE/POSSESSION

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be on or before _____. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties. In compliance with regulation 175.23 of the NYS Department of State all real estate brokers involved in the sale are to be provided a copy of the final HUD-1 or closing statement at transfer of title.

16. DEPOSITS

It is agreed that any deposits by the Purchaser are to be deposited with the Listing Broker at _____ as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the Listing Broker and deposited into the Listing Broker's escrow account in the institution identified above, until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price. Broker shall then apply the total deposit to the brokerage fee. Any excess of deposit over and above the fee earned will go to the Seller. If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the Broker pending a resolution of the disposition of the deposits.

If the broker holding the deposit determines, in its sole discretion, that sufficient progress is not being made toward a resolution of the dispute that broker may commence an interpleader action and pay the deposit monies into Supreme court of the county where the property is located. The Broker's reasonable costs and expenses, including attorney's fees, shall be paid from the deposit upon the resolution of the interpleader action and the remaining net proceeds of the deposit shall be disbursed to the prevailing claimant. In the event the deposit is insufficient to cover the broker's entitlement, the non-prevailing party shall pay the remaining balance.

NOTES

Lined area for notes.

17. TIME PERIOD OF OFFER

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until _____ a.m. _____ p.m. _____, _____, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

18. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

A. REAL ESTATE BROKER: The Purchaser and Seller agree that _____ and _____ brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Purchaser agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.

B. COOPERATING BROKER COMPENSATION: The Cooperating Broker shall be paid _____ % of the purchase price or _____ no later than closing. The amount paid shall be credited to the Purchaser as part of the purchase price and to the Seller as part of the commission due the listing broker. The Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Purchaser. Nothing herein shall be deemed to have altered the agency relationships disclosed.

19. ATTORNEY APPROVAL

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies _____ in writing, as called for in paragraph "23", of their disapproval of the agreement no later than _____. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Purchaser.

20. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title: except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled Uniform Vendor and Purchaser Risk Act," said section shall apply to this contract.

21. INSPECTIONS: This agreement is contingent upon all of the following provisions marked with the parties' initials. All those provisions marked with "NA" shall not apply.

Purchaser / Seller (Initial)

STRUCTURAL INSPECTION: A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or a third party who is _____, or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing, roof covering, water or sewer defects. The term substantial to refer to any individual repair which will reasonably cost over \$1500 to correct.

The following buildings or items on the premises are excluded from this inspection: _____

WOOD DESTROYING ORGANISMS (Pest, Termite Inspection): A determination by a Certified Exterminator or other qualified professional that the premises are free from infestation or damage by wood destroying organisms.

SEPTIC SYSTEM INSPECTION: A test of the septic system by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department, or other qualified person indicating that the system is in working order.

WELL WATER FLOW AND/OR QUALITY TESTS: (1) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (2) any chemical, metal, inorganic, or other tests as the Purchaser may request, and (3) a flow test to be performed indicating a minimum flow of sufficient quantity to:

- (a) obtain mortgage financing on subject property; and/or
- (b) to produce _____ gallons per minute for _____ hours

RADON INSPECTION: The Purchaser may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed-house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.

All tests and/or inspections contemplated pursuant to this paragraph "21" shall be completed on or before _____ and at Purchaser's expense, and shall be deemed waived unless Purchaser shall notify _____ pursuant to paragraph "23" of this agreement, no later than _____ of failure of any of these tests and/or inspections. If Purchaser so notifies, and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from inspector, then this entire agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

22. ADDENDA AND MANDATED FORMS: The following attached addenda are a part of this Agreement.

A. _____ B. _____ C. _____
D. _____ E. _____ F. _____

23. NOTICES

All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return, receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; or (c) by personal delivery by such date.

24. ENTIRE AGREEMENT

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located.

(If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Dated: _____ Time _____

Purchaser

Purchaser

Selling Broker

Dated: _____ Time _____

Seller

Seller

Listing Broker

The following is for informational purposes only: PLEASE COMPLETE

Attorney for Purchaser:

Name: _____
Phone: _____ Fax: _____
Email Address: _____

Attorney for Seller:

Name: _____
Phone: _____ Fax: _____
Email Address: _____

Selling Agent:

Name/Firm: _____
Phone: _____ Fax: _____
Email Address: _____

Listing Agent:

Name/Firm: _____
Phone: _____ Fax: _____
Email Address: _____

Property Tax Identification Number: _____ City, Village, Town _____

Mailing Address of Property To Be Sold: _____



Law Office of Alice M. Breeding, Esq., PLLC

legal@breedinglaw.com

INSERT A PERSONAL INTRODUCTION

- 1) If you haven't already considered your financing options please check out these helpful links:
<http://ahphome.org/index.html>
<http://www.triponline.org/>
<http://www.nyshcr.org/Topics/Home/Buyers/SONYMA/SONYMAProductsforFirstTimeHomebuyers.htm>
<http://www.acrha.org/index.html>
<http://www.better-neighborhoods.org/>
https://portal.hud.gov/hudportal/HUD?src=/topics/buying_a_home
- 2) You will look at homes that you are interested in either with or without your own realtor. I highly recommend that you have your own realtor and can recommend someone wonderful if you need me to. Realtor.com had a great article that explains why: <http://www.realtor.com/advice/buyer-agents-work-free/> . The only caveat to this is if you are looking at a home that is for sale by owner because the seller has the right to refuse to pay any realtor commissions. Most importantly: NEVER sign an Exclusive Buyer Agency Contract unless the contract clearly states that either party may cancel at any time and that, no matter what happens, you are not financially liable for anything at all. Please keep in mind that the purchase price of the home is not always your biggest concern when thinking amount your monthly payment. Taxes, homeowner's insurance and flood insurance (if you are in a flood zone - <https://msc.fema.gov/portal>) can make a huge difference in your monthly payment.
- 3) When you find a home you like, you will make an offer. When the seller(s) accepts your offer your realtor (or the seller's realtor if you do not have your own realtor) will send me a copy of the contract to review.
- 4) I'll take a look at the contract & make sure there aren't any obvious issues to address & see if you have any questions about it yourself. Once we've established that we are happy with the contract, or have come up with a list of any changes/clarifications we would like made, I'll send an attorney approval out.
- 5) Once that's done you will set up your home inspections and apply for your mortgage. If you need a recommendation for a home inspector, just let me know. When your inspections are complete (your realtor will help you with getting this done, he/she is always on top of all of this) you or he/she will send me a copy of the report. Even if there is nothing wrong, I like to have a copy in my file. If any issues come up, let me know

immediately via phone or email so I can be on the lookout for the report and any estimates that you need to get. If this/here are any "major" issues with the inspection we have several options. We can back right out of the contract, get estimates & ask that repairs be made prior to closing or get estimates and ask for a credit at closing. I'll take care of negotiating on that with the attorney & your realtor usually pulls some strings on his/her end with the other realtor as well.

When obtaining an estimate for the repair or replacement of anything that is a major/substantial structural concern, each individual item must cost \$1,500.00 or more to repair/replace. Do not find the cheapest company around to do these estimates. The higher the estimate, the better position we have in the negotiations. You are not obligated to use the expensive company once a repair credit is negotiated. You are free to obtain competing estimates and choose who you prefer to do the work unless part of the negotiated agreement is an agreement that a check will be written directly to the contractor.

Keep in mind:

- 1) You are not entitled to an upgrade. You are entitled only to have an item work/be as it should, were there not a problem. Ex. If a furnace is malfunctioning but can be repaired, you aren't getting a new furnace.
 - 2) If the inspector says that something is at the end of its expected life, don't get too excited. If it is still functioning correctly, you don't get a new one.
- 6) Applying for your mortgage will involve a significant amount of paperwork. You will need:
1. Drivers Licenses
 2. Social Security Cards
 3. Your Last 2 years' tax returns
 4. Your Last 2 years' W2s
 5. Your Last 2-3 pay stubs
 6. A copy of your contract
 7. A copy of your deposit check
 8. The most recent tax bills for the property and the current deed
 9. Your last 2 months' bank statements for any accounts holding funds that can be used toward the purchase of the house
 10. For VA – Certificate of Eligibility
 11. For VA – DD214 or Statement of Service
- 7) Once that is complete, the hard part for you is over. You will wait for your commitment letter from the bank. Once you receive that get a copy to me & we can both go over the letter. You'll want to sign it & get it back to the bank immediately but you will also want to have a look at the letter & see if the bank needs anything from you prior to closing. That information would generally be on the very last page of the commitment letter. You will also be given a loan processor contact on the letter. You can always call this person and just ask what they need from you. The faster they get any documentation they need, the faster they clear the loan to close.

- 8) The bank will then order the appraisal. You don't have to do anything for this. The bank contacts the appraiser and they will make arrangements with the seller's realtor to do the appraisal.
- 9) In the meantime, I will get the title search completed and look over everything to be sure there are no issues with chain of title, no liens on the property or if this/here are, who will need to be paid, etc. At your closing, you will have to purchase a title insurance policy for your lender that covers the loan in case any problems are found in the future. You will also have an opportunity to purchase a policy for yourself to cover any equity that you have in the property during ownership. This policy also protects you after you sell the property. I highly recommend this policy for the peace of mind it provides and the financial protection it gives you for an amount that is generally less than \$300.00.
- 10) Then we do some more waiting. You'll want to shop around for homeowner's insurance. You will need to get your homeowner's insurance policy in place and paid for before your loan will be cleared for closing. Your lender will need a copy of your homeowner's insurance binder and a paid in full receipt. Your commitment letter will specify what the mortgagee clause should be on the binder. It is very important that this information and the property address are correct on the insurance paperwork. **The binder that gets sent to the lender must also show the policy coverage dates, the coverage amount(s), the deductible and it must state that replacement cost coverage is included.**
- 11) The bank will let me know when your loan is clear to close. We will then all communicate with each other to figure out the best day and time for everyone to close. The Contract closing date is a proposed date. It is not set in stone. Do not schedule movers until you have a firm closing date. Have a Plan B in place for where you will live if the closing is delayed.
- 12) Once a day & time is set up, I'll work with your lender to get all of the figures together for you. Once we have everything all together I'll call you and let you know exactly how much you need to bring to the penny. You'll get one teller check from your bank for the amount that I give you. This will generally be made payable to the seller(s). However, every once and a while you as purchaser will be bringing in more than the seller is actually receiving at closing (ex. If they have large mortgages to pay off). If that is the case, I'll let you know who the check should be made payable to.
- 13) Finally, you will set up your walk-through with your realtor preferably for the day of the closing, to make sure that everything is OK with the house. Then, we close!
- 14) Once you are finished with your closing you can register for your STAR credit at <https://www.tax.ny.gov/star/> You'll need to:
 - Provide the names and social security numbers for all owners of the property and their spouses.
 - Answer a few questions about the income and residency of the owners and their spouses.
 - Provide the date you purchased your property and the name of the sellers.
 - You will be prompted to provide your property's STAR code and parcel ID (Tax Map Number) but they are not required in order to complete the registration

15) The only thing left for you to do after this, other than move in, is to switch the utilities into your name, arrange for trash pick-up if private and delivery of oil and/or propane if applicable.

16) Finally, enjoy your new home!!!!

INSERT A PERSONAL CLOSING

BUYER'S CHECKLIST

The Parties

Buyer's Name: _____

Mailing Address: _____

Home Telephone: _____

Work Telephone: _____

Work Fax (Secure?): _____

Home Fax (Secure?): _____

Cell: _____

Email: _____

Age: _____

Social Security Number: _____

Seller's Name: _____

Mailing Address: _____

Email: _____

Social Security Number: _____

Fax for Notice: _____

Seller's Attorney's Name: _____

Firm Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Cell: _____

Broker's Name:

Firm Name:

Address:

Phone:

Fax:

Email:

Cell:

Home Inspector Name:

Address:

Phone:

Fax:

Email:

Cell:

Termite Inspector Name:

Address:

Phone:

Fax:

Email:

Cell:

Mortgage Lender/Broker Name:

Firm Name:

Address:

Phone:

Fax:

Email:

Cell:

The Deal

Purchase Price: \$ _____
Downpayment at Contract: \$ _____
Mortgage: \$ _____
Buyer's Prequalification Amount & Bank: \$ _____
Broker's Commission: \$ _____
Party Paying Broker: _____
Seller's Allowance/Repairs: \$ _____
Closing Date: _____
Possession Date: _____

The Property

Address: _____

Tax Map I.D.: Dist. _____, Section _____, Block _____,
Lot _____, Unit _____

Type of Property: _____
Size of Land: _____
Is the Property a Coop, Condo or HOA?: _____
Name of Coop, Condo or HOA: _____
Managing Agent: _____
Address: _____

Telephone: _____
Fax: _____
Email: _____
Cell: _____
Monthly Payment: \$ _____

Has the Buyer completed an engineer's inspection?

Has the Buyer completed a termite inspector

Cabana

_____ C.O. Issued

Pool

_____ C.O. Issued

Shed

_____ C.O. Issued

Deck

_____ C.O. Issued

Tennis Court

_____ C.O. Issued

Guaranties and Service Contracts

Heating

Air Conditioning

Roof Warranty

Cesspool

Termite

Pool Maintenance

Landscape/Gardener

Condition of Property

Age of House

Radon

Lead Paint

Asbestos

Type of Heating System

Size & Location of Fuel Tank

Pool Heating System Type

Size & Location of Fuel Tank

Cooking Fuel

Size & Location of Fuel Tank

Hazardous Conditions _____

Toxic Mold _____

Water Supply Service Private well Public supply

Sanitary System Cesspool Sewer

Irrigation Well _____

Working smoke detectors and carbon monoxide detectors _____

Real Estate Taxes

School \$ _____

Town and County \$ _____

Village \$ _____

Assessments \$ _____

Exemptions \$ _____

| Leased Property | | | |
|-----------------------------------|----------|----------|----------|
| | Tenant 1 | Tenant 2 | Tenant 3 |
| Tenant Name | | | |
| Apartment Number | | | |
| Term of Lease/ Expiration Date | | | |
| Renewal Option | | | |
| Monthly Rent | | | |
| Security Deposit | | | |
| Additional Rent | | | |

Buyer's Financing

| | |
|--|------------|
| Purchase Price | \$ _____ |
| Less mortgage | (\$ _____) |
| Plus | |
| Flood Search | \$ _____ |
| Loan application fee | \$ _____ |
| Points | \$ _____ |
| Appraisal | \$ _____ |
| Credit search | \$ _____ |
| Processing fee | \$ _____ |
| Lender's counsel | \$ _____ |
| Mtg recording tax | \$ _____ |
| Mansion tax | \$ _____ |
| Document recording fee | \$ _____ |
| Tax and insurance escrow | \$ _____ |
| 1 st Year's Insurance Premium | \$ _____ |
| Survey | \$ _____ |
| Title insurance | \$ _____ |
| House inspector | \$ _____ |
| Buyer's counsel | \$ _____ |
| Utility deposits | \$ _____ |
| Closer's gratuity | \$ _____ |
| Closing adjustment for taxes and fuel | \$ _____ |
| Total funds needed to close | \$ _____ |

Buyer's Documents

- Survey
- Lease for Current Apartment
- Property Listing
- Binder
- Property Condition Disclosure Statement
- Broker's Agency Disclosure Form
- Buyer's Mortgage Prequalification

Interview Client:

1. How are you taking title? _____
2. Status of mortgage loan _____
Prequalification _____
Proposed Lender _____
3. Source and liquidity of funds other than mortgage (is Purchaser depending on sale of existing house?) _____
4. Adverse credit history? _____
5. Ability to move from current home or Apartment _____
6. Are you a U.S. citizen or legal alien? _____
7. Intended use of property _____
Expansion _____
Pool _____
Professional office _____
Location of easements and wetlands _____
Zoning and Building Codes _____

SELLER'S CHECKLIST

The Parties

Seller's Name: _____

Mailing Address: _____

Home Telephone: _____

Work Telephone: _____

Work Fax (Secure?): _____

Home Fax (Secure?): _____

Cell: _____

Email: _____

Age: _____

Social Security Number: _____

Buyer's Name: _____

Mailing Address: _____

Email: _____

Social Security Number: _____

Fax for Notice: _____

Buyer's Attorney's Name: _____

Firm Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Cell: _____

Broker's Name: _____
Firm Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____
Cell: _____

The Deal

Sales Price: \$ _____
Downpayment at Contract: \$ _____
Buyer's Mortgage: \$ _____
Buyer's Prequalification Amount and Bank: \$ _____
Broker's Commission: \$ _____
Party Paying Broker: _____
Seller's Allowance/Repairs: \$ _____
Closing Date: _____
Possession Date: _____
Flip Tax: \$ _____

The Property

Address: _____

Tax Map I.D.: District _____, Section _____, Block _____,
Lot _____, Unit _____
Type of Property: _____
Size of Land: _____
Is the Property a Coop, Condo or HOA?: _____
Name of Coop, Condo or HOA: _____
Managing Agent: _____

Address: _____

 Telephone: _____
 Fax: _____
 Email: _____
 Cell: _____
 Monthly Payment: \$ _____
 Assessment: \$ _____

Has the Buyer completed an engineer's inspection? _____

Has the Buyer completed a termite inspection? _____

Cabana _____ C.O. Issued
 Pool _____ C.O. Issued
 Shed _____ C.O. Issued
 Deck _____ C.O. Issued
 Tennis Court _____ C.O. Issued

Guaranties and Service Contracts

Heating _____
 Air Conditioning _____
 Roof Warranty _____
 Cesspool _____
 Termite _____
 Pool Maintenance _____
 Landscape/Gardener _____

Condition of Property

Age of House _____

Radon _____

Lead Paint _____

Asbestos _____

Type of Heating System _____

Size & Location of Fuel Tank _____

Pool Heating System Type _____

Size & Location of Fuel Tank _____

Cooking Fuel _____

Size & Location of Fuel Tank _____

Hazardous Conditions _____

Toxic Mold _____

Water Supply Service Private well Public supply

Sanitary System Cesspool Sewer

Irrigation Well _____

Working smoke detectors and carbon
monoxide detectors _____

Real Estate Taxes

School \$ _____

Town and County \$ _____

Village \$ _____

Assessments \$ _____

Exemptions \$ _____

Seller's Mortgage Information

Original amount & current balance \$ _____

Monthly payment \$ _____

Tax & insurance escrow amount \$ _____

Name & Address of Lender _____

Loan # _____

Prepayment Penalty \$ _____

| Leased Property | | | |
|-----------------------------------|----------|----------|----------|
| | Tenant 1 | Tenant 2 | Tenant 3 |
| Tenant Name | | | |
| Apartment Number | | | |
| Term of Lease/ Expiration Date | | | |
| Renewal Option | | | |
| Monthly Rent | | | |
| Security Deposit | | | |
| Additional Rent | | | |

Seller's Documents

- Deed
- Mortgage Note
- Mortgage
- Mortgage Statement
- Survey
- Lease(s)
- Service Contracts and Warranties
- Certificate(s) of Occupancy
- Zoning Variance
- Broker's Agreement/Listing
- Binder
- Title Insurance Policy
- Property Condition Disclosure Statement
- Broker's Agency Disclosure Form
- Buyer's Mortgage Prequalification
- Offering Plan
- Coop/Condo Financial Statement

Interview Client:

Where are you moving? _____

When? _____

Is the new place ready? _____

What do you plan to do with the money? _____

How much money do you think you will have left from the sale? \$ _____

Purchase Price \$ _____

Less:

Mortgage payoff (\$ _____)

Satisfaction Recording & Pickup Fee (\$ _____)

Broker's commission (\$ _____)

Closing repairs & Allowances to purchaser (\$ _____)

Real Estate Transfer Taxes (\$ _____)

Seller's counsel (\$ _____)

Moving expense (\$ _____)

Flip Tax (\$ _____)

Board Fee(s) (\$ _____)

Plus:

Real estate tax and insurance escrow refund \$ _____

Total \$ _____

Are you a U.S. Citizen or Legal Alien? _____

Contract Negotiations: Dissection of a Real Estate Contract

This is a paragraph by paragraph review of the standard form used by the Capital Region Multiple Listing Service, Inc. It is recommended that you undertake this review with your client during the attorney approval period.

Paragraph 1: Confirm spelling of your client's names and whether or not they intend to use a middle initial. Remember that misspellings here can be carried on to the note, mortgage and deed.

Paragraph 2: Yes, make sure the property address is correct. Really. And check the town and county. While you're at it, confirm the school district.

Unless you have a perfectly square lot or are absolutely sure of the acreage, the lot size of the property should be "as per deed".

Paragraph 3: Review this list. Remind your Seller not to remove items and remind your Purchaser to check that the items are there on walkthrough. Confirm that your Seller is including a smoke detector and carbon monoxide detector. Double check the add ons.

Paragraph 4: Confirm with your Seller that there's nothing attached that they want to remove or switch out. Confirm with your Purchaser that there's nothing on premises that should be removed.

Paragraph 5: Check the math!

Paragraph 6: A. ***Diary the dates for mortgage application, approval and notification of termination.*** Review the terms and make sure that the deadlines can be met. When representing a purchaser, confirm that they will be able to apply for a mortgage within the agreed upon time frame. Distinguish the process of obtaining a mortgage qualification letter from applying for a mortgage.

Review the type of mortgage to be applied for and the interest rate parameters.

B. Review this very carefully with your Seller to make sure that they understand the concept of the Seller's Contribution. For the Purchasers, advise about potential issues concerning appraisals and amounts allowed by lenders.

Paragraph 7: Talk to your Purchaser about the Good Faith Estimate.

Paragraph 8: Should there be any other terms?

Paragraph 9: Determination of the party who provides the updated abstract of title or title insurance is made by the title zone. Do you know who is responsible for providing title?

Albany.....purchaser provides
Columbia.....purchaser provides
Fulton.....seller provides
Greene.....purchaser provides
Montgomery.....seller provides
Rensselaer.....purchaser provides
Saratoga.....purchaser provides (exception to the mle)
Schenectady.....seller provides
Schoharie.....seller provides

Paragraph 10: Subject to tenancies? Usually not preferred. Purchaser, what use were you seeking?
Seller, what uses are allowed?

Paragraph 11: Review types of deeds with client. The expectation is that a Warranty Deed with Lien Covenant will be given. Why is Seller giving a Quitclaim or Bargain and Sale Deed?
Change to Executor's Deed if you represent an estate.

Paragraph 12: Calculate the transfer tax for your Seller.

Paragraph 13: Review the adjustments to be made. Discuss what your client can anticipate receiving or reimbursing. Confirm the type of fuel on premises if you haven't already by review of the PCDA. Discuss the process for oil adjustments.

Paragraph 14: Warn the Seller about the inspections and confirm that the Seller will be moved out in a timely fashion. Advise your Purchaser to schedule the walk through on the day of closing, testing everything and checking to see if the house is in the condition it is supposed to be in.

Paragraph 15: ***Diary the date for transfer of title.*** Is it feasible? Three and a half weeks is not feasible. Explain the concept of "on or about" vs. "time of the essence".

Paragraph 16: Advise Seller that the deposit will most likely be applied to the broker's commission and that it will be adjusted for at closing.

Paragraph 17: Self explanatory.

Paragraph 18: Explain to your Seller how this works.

Paragraph 19: ***Diary the date for attorney approval.*** Consider the failure to meet this date as evidence of malpractice. Meet with your client and review the contract paragraph by paragraph. Fax your letter and confirm that the fax transmission actually went through.

Diary a date for follow up on open contract issues raised through the attorney approval process.

At this time you should also be addressing the Letter of Engagement with your client. Discuss any agency relationships you may have with title companies.

Paragraph 20: This is the Merger Clause. Explain the concept of *caveat emptor*.

Paragraph 21: ***Diary the dates for inspections and notifications.*** There are different thresholds for each type of inspection, know the differences. If your client chooses to waive any of the inspections, consider a CYA letter to document that you advised your client to have all inspections.

- A. Structural Inspection: review the mechanics of this. One defect which will reasonably cost \$1500 to correct. Consider adding on other types: where does mold fall?
- B. Wood Destroying Organisms: Must be free from infestation or (and!) damage.
- C. Septic System: Must be in *working* order.
- D. Well Water Flow and Quality: must be potable, free from chemicals, metals or other organic matter as requested by Purchaser, and must have water flow.
- E. Radon: The test must reveal less than 4.0 picocuries per liter.

Paragraph 22: Are there any addenda? Have you reviewed them all?

Paragraph 23: To be technical, you might add that attorneys will also receive copies of notices.

Paragraph 24: Confirm that there are no other agreements between the parties.

Finally, make sure that your client has initialed every page at the bottom and all changes to the contract. Check to see that everyone who should have signed the contract has signed the contract.

Michelle H. Wildgrube, Esq.
CIOFFI SLEZAK WILDGRUBE P.C.
1473 Erie Boulevard, 1st Floor
Schenectady, NY 12305

NOTE

May _____, _____

Albany, New York

1. BORROWER’S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. (\$150,000.00) One Hundred Fifty Thousand and 00/100 Dollars (this amount is called “Principal”) plus interest, to the order of the Lender. The Lenders are _____ and _____, jointly. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the “Note Holder.”

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 13.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest only by making a payment every month to Lender.

I will make my monthly payment each month beginning on _____, 2017. I will make these payments every month on the _____ of each month until I have paid all of the interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal (if any principal payment is due). On _____, _____, I will still owe the entire principal under this Note and I will pay that amount and any accrued interest, late fees, collections fees due, etc. in full on that date, which is called the “Maturity Date.” I understand and agree that unless I pay all principal, interest and any other monies properly due to Lender under this agreement, Lender will not be required to issue a satisfaction of mortgage for recordation for this Loan made to me.

I will make my monthly payments as set forth below to _____ at _____ and to _____ at _____.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ _____. I agree to issue this payment in two separate checks, with one check payable to _____ for \$ _____ and a separate check payable to _____ for \$ _____.

4. BORROWER’S LIMITED RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. If I wish to pay off this Note in full prior to the maturity date, I agree that I will be required to pay a minimum 6 months worth of interest as a prepayment penalty. A payment of Principal only is known as a “Prepayment.” When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 5 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may accelerate this Note and require me to pay immediately the full amount of Principal which has not been paid and all the interest and costs incurred that I owe to the Lender.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, by way of example only, reasonable attorneys' fees; court costs, service of process fees, bank charges, etc.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

-- Borrower

**WARRANTY DEED
(With assumption clause)**

THIS INDENTURE, made the 5th day of March, Two Thousand Fifteen.

Between _____, residing at _____, New York
_____, Party of the first part, and

_____, residing at 16 Morris Road, Schenectady, New York 12304, Party of
the second part,

Witnesseth that the party of the first part, in consideration of One-Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, their successors and assigns forever,

SEE ATTACHED SCHEDULE A LEGAL DESCRIPTION

This conveyance is made subject to any easements, covenants, restrictions and conditions of record.

BEING the same premises conveyed to _____ by deed from _____ dated August ____, _____ and recorded in the Albany County Clerk's Office on _____ in Liber _____ at Page _____.

THIS CONVEYANCE is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by _____ which mortgage is dated _____, ____ and was recorded in the Albany County Clerk's Office, on the _____, _____, in Book _____ at Page _____, on which there is an unpaid principal balance of **One Hundred Four Thousand Five Hundred Seventy One Dollars and 42/100 (\$104,571.42)**; **THIS CONVEYANCE is made and accepted subject to an indebtedness** secured by a credit line mortgage upon said premises held by _____ which mortgage is dated _____, _____ and was recorded in the Albany County Clerk's Office, on the _____, _____, in Book _____ at Page _____, on which there is an unpaid principal balance of **Fourteen Thousand Four Hundred Ninety Nine Dollars and 36/100 (\$14,499.36)**, which said mortgage debt the party of the second part hereby assumes and agrees to pay, as part of the purchase price of the premises described in schedule A, and the party of the second part hereby executes and acknowledges this Instrument for the purpose of complying with the provisions of the General Obligations Law, Section 5-705.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, their heirs and

assigns forever.

And said party of the first part hereby covenants as follows:

First, that the party of the second part shall quietly enjoy the said premises;

Second, that said party of the first part will forever warrant title to said premises;

Third, that in compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part have hereunto set their hand and seal the day and year first above written.

In the presence of

STATE OF NEW YORK)
COUNTY OF)ss:

On this _____ day of March, in the year 2015 before me, appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person on behalf of which the individuals acted, executed the instrument.

Notary Public

Charles B. Rosenstein, Esq.
Principal Attorney with Rosenstein Orapello
PLLC

Mr. Rosenstein has been a practicing attorney in the Capital District for 27 years specializing in the representation of buyers and sellers of both residential and commercial real estate. He is an owner of Marathon Title Agency, Inc. issuing title insurance through Chicago Title Insurance Company as its underwriter. Mr. Rosenstein represents both novice and experienced investors in all types of real estate transactions. He has extensive experience with personally investing in Real Estate, as well as assisting clients with securing financing as well as structuring deals between buyers and sellers. His firm represents both institutional lenders as well as private lenders as lender counsel.

Education

B.A., Colgate University, Psychology 1986; J.D Albany Law School 1989

Affiliations

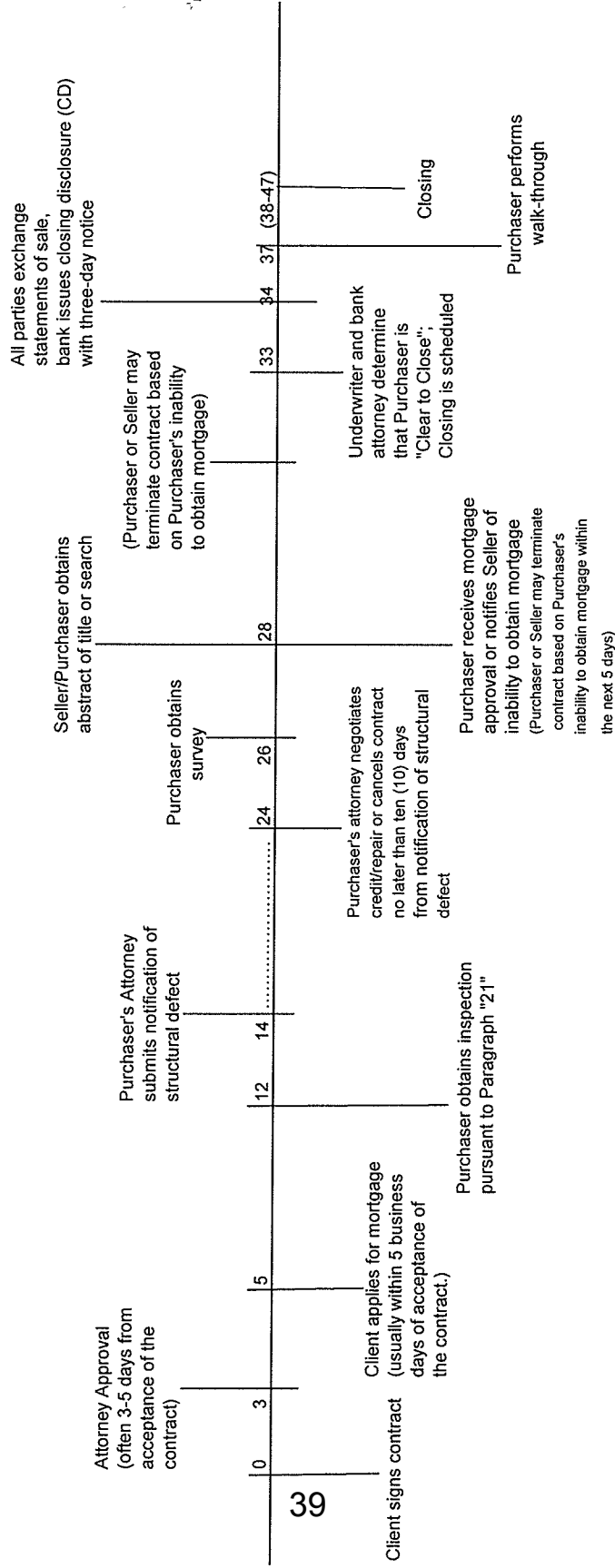
-Board member, Action Investor Network -www.albanyinaction.org

Personal

Married and father of two children, resident of Voorheesville, New York

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Timeline of a Residential Real Estate Closing



Michelle H. Wildgrube, Esq.
 CIOFFI SLEZAK WILDGRUBE P.C.
 1473 Erie Boulevard, 1st Floor
 Schenectady, New York 12305

**FOR EXAMPLE PURPOSES ONLY
 ALL DATES ARE APPROXIMATE, ACTUAL DATES ARE DETERMINED BY THE CONTRACT**

