


General Checklist for Residential Purchase & Sale Transactions





Buying or selling real estate is an important legal transaction. The information provided on this website is intended to provide you with general information about the basic steps involved in buying and selling residential property, but does not attempt to provide legal advice. Prospective buyers and sellers who feel like they are not knowledgeable or experienced in negotiating terms, arranging financing, analyzing tax consequences, or handling certain details related to their transaction, should consult with qualified legal counsel.


The documents provided to prospective buyers and sellers for use and reference include basic provisions that should apply in the majority of residential property sale transactions. However, oftentimes terms that are unique to a particular transaction arise, such as where a buyer must sell his or her existing home before he or she can purchase a new home. Where there are terms that are unique to a specific transaction, consulting with an attorney is particularly important. An attorney can assist with incorporating additional terms and conditions into the form purchase agreement to personalize a particular transaction to fit the needs of the buyer and seller.




Below please find a general checklist of items and issues that you may wish to consider during the process of purchasing and selling residential property. **Please note that this checklist is not meant to be an exhaustive list of all issues or matters to be addressed in the purchase and sale of residential property, but rather a general guide to assist buyers and sellers in navigating the basic steps of the process.**

FSBO Transaction Checklist:	Completed:
 Evaluate Prospective Buyer <i>Issues to Consider:</i>	Yes_____ No_____

<p>Has the buyer been pre-qualified for financing if financing is necessary to purchase the property?</p> <p>Has the buyer provided the seller with a copy of a pre-qualification letter from the buyer's lender?</p>	
<p> Making an Offer on the Property</p> <p><i>Issues to Consider:</i> Has the buyer presented an offer to purchase the property to the seller?</p> <p>Has the FSBO buyer or FSBO seller agreed on all terms of purchase and sale of the property? <i>Such terms include, but are not limited to, the purchase price for the Property, the existence of any conditions that must be satisfied before the sale is completed (e.g. financing, inspection, buyer selling existing home), selection of title company/escrow agent to handle the closing, what personal property will be included with sale, allocation of closing costs between buyer and seller, the amount of the earnest money and choosing a closing date.</i></p>	<p>Yes_____ No_____</p>
<p> Complete and Execute Residential Purchase and Sale Agreement</p> <p><i>Issues to Consider:</i> Has the Buyer or FSBO Seller obtained the correct legal description of the property to be included in the purchase and sale agreement?</p> <p>Have all agreed-upon terms between the Buyer and Seller been incorporated into the purchase and sale agreement?</p> <p>Are there unique terms and conditions of the transaction that are not included in the form purchase and sale agreement (<i>such as additional conditions or seller financing</i>)? If so, it is strongly encouraged that Buyer and Seller consult with qualified legal counsel to review the form purchase and sale agreement and revise it as necessary to meet the particular needs of the Buyer and Seller).</p> <p>Have both Buyer and Seller signed and dated the purchase and sale agreement? <i>Include spouses and all other owners of</i></p>	<p>Yes_____ No_____</p>

<p><i>.property. All owners and buyers must sign agreement.</i></p>	
<p>✔ Open Escrow with Title Company/Escrow Agent</p> <p><i>Issues to Consider:</i> Have the Buyer and Seller mutually agreed upon a title company/escrow agent to close the transaction?</p> <p>Has the Buyer or Seller contacted the title company/escrow agent to 'open' escrow?</p> <p>Has the Buyer's earnest money been deposited with the title company/escrow agent?</p> <p>Have the Buyer and Seller provided all information requested by the title company/escrow agent to the requesting party?</p>	<p>Yes _____ No _____</p>
<p>✔ Submit Application for Financing</p> <p><i>Issues to Consider:</i> Has the buyer submitted all necessary applications and supporting documentation to its lender? <i>Note: there are deadlines in the agreement for doing so.</i></p>	<p>Yes _____ No _____</p>
<p>✔ Complete and Deliver Seller Disclosure Statement(s) and other Notices</p> <p><i>Issues to Consider:</i> Has the seller completed and delivered to buyer the required disclosures and notices concerning the property? <i>Please note that certain states require particular information to be disclosed to potential buyers of residential property. The basic seller disclosure forms are included on this website and should be completed and delivered to buyer. It is strongly encouraged that all sellers consult with qualified legal counsel to determine what, if any, additional disclosures are required to be provided to buyers.</i></p>	<p>Yes _____ No _____</p>
<p>✔ Order Preliminary Title Report from Title Company</p>	<p>Yes _____ No _____</p>

<p><u>FSBO Issues to Consider:</u> Has the seller order the preliminary title report from the title company? <i>Note: there are deadlines in the Agreement for doing so.</i></p>	
<p> Receipt and Review of Title Report/ Approval of 'Title Exceptions'</p> <p><u>Issues to Consider:</u> Has the buyer received the preliminary title report and legible copies of all corresponding exception documents from the seller?</p> <p>Has the buyer or buyer's qualified legal counsel reviewed the preliminary title report and corresponding exception documents for title issues on the Property? <i>It is strongly encouraged that buyer enlist the assistance of qualified legal counsel to review the preliminary title report to determine if issues with title exist on the property.</i></p> <p>If title issues were found in the preliminary title report that buyer feels must be addressed and/or removed by seller prior to closing, has buyer delivered notice of buyer's title objections within the period of time specified in the purchase and sale agreement?</p> <p>If buyer delivered an objection notice to seller, has seller delivered notice to buyer specifying which objected-to items the seller will or will not remove within the period of time specified in the purchase and sale agreement?</p> <p>Dependant on the responses of seller in seller's notice, has buyer decided to terminate the purchase and sale agreement? If so, has buyer delivered its termination notice within the period of time specified in the purchase and sale agreement?</p> <p>If buyer properly terminates due to issues with title, has the earnest money been refunded to buyer?</p> <p>Have the buyer and seller agreed upon 'exceptions to title?' <i>Please note that as a general rule, exceptions to title include items appearing in the record of title for the property that will not be removed by seller prior to closing and buyer will purchase the property subject to those items. These can include taxes and assessments that will become due after</i></p>	<p>Yes _____ No _____</p>

<p><i>.closing, zoning regulations, easements of record, et cetera.</i></p> <p>Has the title company/escrow agent included the agreed upon exceptions to title in the deed conveying the property to buyer?</p>	
<p> Obtain Property Insurance Policy for Property</p> <p><i>Issues to Consider:</i> Has the buyer contacted its property insurance company and obtained a new policy insuring the property?</p> <p>Has buyer provided the property insurance information to the title company/escrow agent?</p>	<p>Yes_____ No_____</p>
<p> Arrange Issuance of Title Insurance Policy</p> <p><i>Issues to Consider:</i> Has the buyer or seller coordinated the issuance of the title insurance policy(ies) with the title insurance company? <i>Please note that the purchase and sale agreement should specify whether the buyer or seller will obtain and pay for the required title insurance policies. Typically, the seller will provide and pay for a standard coverage owner's title insurance policy for buyer. The buyer will typically obtain and pay for a title insurance policy protecting its lender. Buyers and sellers are strongly encouraged to inquire with the title company and/or qualified legal counsel to determine what types of policies are available and required.</i></p>	<p>Yes_____ No_____</p>
<p> Perform Physical Inspection of Property</p> <p><i>Issues to Consider:</i> Has the buyer scheduled its desired inspections of the property with the inspection professionals of its choice? <i>Note: there is a deadline in the agreement for doing so.</i></p> <p>Has the buyer and seller coordinated an agreeable date and time for buyer and/or buyer's agents to complete such inspections?</p>	<p>Yes_____ No_____</p>

<p>✔ Review of Property Inspection Report</p> <p><i>Issues to Consider:</i> Has the buyer received and reviewed the completed inspection reports on the property?</p> <p>If there are issues of concern to buyer in such reports, has the buyer provided seller notice of what repairs or other corrective action buyer is requesting?</p> <p>If the buyer is not satisfied with the results of the inspection or seller's response to buyer's requests for repair or other corrective action, has the buyer decided to terminate the purchase and sale agreement? If so, has the buyer delivered its notice of termination to the seller within the period of time specified in the purchase and sale agreement?</p> <p>If buyer properly terminated the agreement related to the results of the inspection, has the earnest money been refunded to buyer?</p>	<p>Yes _____ No _____</p>
<p>✔ Finalize Financing to Purchase Property</p> <p><i>Issues to Consider:</i> Has the buyer submitted all necessary applications and supporting documentation to its lender? As an FSBO you'll want to follow up on these types of details.</p> <p>Has buyer finalized the loan process with its lender and obtained confirmation that the lender is ready to close?</p>	<p>Yes _____ No _____</p>
<p>✔ Closing of Transaction</p> <p><i>Issues to Consider:</i> Have buyer and seller submitted all documentation and other information requested by title company/escrow agent needed to close the transaction?</p> <p>Have buyer and seller scheduled a date and time with the title company/escrow agent to close the transaction?</p> <p>Have the buyer and seller requested and reviewed a proposed HUD-1 or settlement statement from the title company?</p>	<p>Yes _____ No _____</p>

<p>Have the buyer and seller verified with the title company what information or other items they will need to bring to the offices of the title company/escrow agent? <i>Such items may include proper identification, certified or cashier's checks if additional funds are required to close, or original copies of any powers of attorney.</i></p>	
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<p>Has buyer received deed and title insurance policy?</p>	
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**As a final note. Whenever FSBO (for sale by owner) transactions take place it is strongly encouraged that you retain the services of a real estate attorney. FSBO can be a fantastic way to save money but do make sure to protect yourself by spending a few hundred dollars. You'll soon be a happy and successful FSBO.