

REAL PROPERTY SALES DISCLOSURE

SAMPLE

To: _____, BUYER of
that certain parcel described as follows, to wit: **Property:** DG

SELLER: TD Bank, NA

At such time as the above-referenced transaction is closed, additional sums may be demanded from you as Buyer, in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and checked are those items which may be payable pursuant to the contract which you are about to sign. Dollars amounts, if shown, are approximate. **Final figures will be compiled by the closing agent.**

- | | | |
|-----|--|-------------------------|
| (X) | 1. Documentary Stamps on Deed | \$7.00/\$1,000 |
| () | 2. Documentary Stamps on New Note | |
| () | 3. Intangible Tax on New Note | |
| (X) | 4. Proration of Taxes and Assoc. Fees/Dues (if applicable) | as of closing date |
| (X) | 5. Recording Deed | \$10 per page |
| (X) | 6. Title Insurance/Closing Services | \$150.00 settlement fee |
| () | 7. Recording of Mortgage and Note | |
| (X) | 8. Title Transfer fees (if mobile home) | |
| (X) | 9. HOA/COA Estoppel Fee/Transfer Fee (if applicable) | up to \$150.00 |

Buyer acknowledges that this instrument has been read and signed before any Contract for Sale and Purchase of Real Estate referred to herein has been signed. Buyer understands the real estate broker, **Tranzon DRIGGERS is working as agent for the seller** named above and will receive a commission from the seller on this sale.

RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

If this purchase regards a single family home: ENERGY EFFICIENCY RATING: Pursuant to Florida Statutes section 553.96, Buyer may at his/her discretion have the energy efficiency rating of building being purchased determined. Any inspection rating determined shall be at Buyer's expense. This purchase is NOT contingent upon the Buyer's approval of the rating. Rating, if determined, shall be for Buyer's information. Buyer acknowledges that this notice, was signed and a Department of Community Affairs brochure on the Florida Building Energy Efficiency Rating System, was received at the time of, or prior to, buyer signing the sales contract referenced above.

Dated this _____ day of _____, 2011

Signed in the presence of: **BUYER(S):**

AGENT: Walter J. Driggers, III, Tranzon DRIGGERS, Licensed Real Estate Broker

SAMPLE**CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE**

TRANZON DRIGGERS, as Agent for TD BANK, N.A., hereinafter called the "Seller," hereby acknowledges the successful bidder, hereinafter called the "Buyer," to be:

Name: _____

Address: _____

Phone: _____ Email: _____

for the purchase of the property identified as Auction Property Prop # _____, legally described on Exhibit A, attached and made a part hereof, together with all improvements thereon, hereinafter called "Property", upon the conditions and terms as follows:

Purchase price calculated as:

High Bid: \$ _____

Buyer's Premium: \$ _____

Full Purchase Price: \$ _____

Deposit: \$ _____ received from the Buyer which shall apply as part of the

purchase price and shall be held in escrow by GULLETT TITLE, "Escrow Agent" pending closing of this transaction.

Escrow Agent address and contact information

GULLETT TITLE, INC.

401 St. Johns Avenue

Palatka, FL 32177

contact: Nancy Reiland, 888-328-5106

direct: 386-326-2915

email: Nancy@GullettTitle.com

1. Prior to the closing of this transaction, the Seller shall have issued through First American Title Insurance Company or Westcor Land Title Insurance Company, a commitment for title insurance agreeing to insure marketable title to Property and upon closing the Seller shall purchase and deliver to the Buyer a title insurance policy on the real property covered hereunder in the amount of the Full Purchase price, after all necessary instruments, are filed of record. In the event the title shall be proven to be unmarketable, the Seller shall have a period of 45 days after notification thereof within which to cure defects in title ("Curative Period"), and this sale shall be closed within 10 days after notice that the title defects are cured. Upon Seller's failure to correct unmarketability within the time specified after exercising reasonable diligence, at Buyer's option, the earnest money deposit shall be returned to the Buyer and neither party shall have any further obligations to the other hereunder or Buyer may waive Buyer's objection to the title and close with the title "As Is." Buyer shall make the election in writing within five (5) days from the expiration of the Curative Period, failing which the earnest money deposit shall be returned to the Buyer and neither party shall have any further obligations to the other hereunder.

2. Subject to the aforesaid Curative Period, this sale shall be closed on or before _____, time being of the essence.

3. **TRANSFER OF TITLE AND SUBSEQUENT NOTICE OF COSTS, LIENS, OR ASSESSMENTS.** Seller shall transfer title to the Property to Buyer by means of a special or limited warranty deed, or an equivalent thereof (the "Deed") free and clear of all encumbrances, assessments or liens except: 2011 and subsequent years property taxes, easements and reservations of record, and covenants and restrictions of record. The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of the Agreement. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner association fees and charges, utility charges or any other charges not disclosed on the title commitment prepared by Gullett Title of which buyer hereby acknowledges receipt of a copy of said title commitment. IF AT ANY TIME AFTER THE CLOSING DATE, BUYER OR ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, UTILITY LIENS, OR CONDOMINIUM ASSESSMENTS,

Seller's Initials _____ Buyer's Initials _____

SAMPLE

BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND BUYER HEREBY RELEASES SELLER OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER THE SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED. Buyer is responsible for verifying any possible liens, judgments, or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments or assessments.

4. **DISCLOSURES:**

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(c) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(d) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(e) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(f) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHALL NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(g) **TAX WITHHOLDING:** If Seller is a "Foreign Person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

5. The Buyer shall, at closing, be responsible for required documentary stamps, \$150 settlement fee, transfer fees/taxes, association estoppel fees, and expense of recording the deed. Taxes and other assessments and adjustments shall be prorated as of date of closing.

6. The Seller agrees to pay said Agent according to the terms of the Exclusive Real Estate Auction Agreement existing between them, at the time of closing this transaction. If Buyer fails to perform this contract within the time herein specified, time being of the essence in this agreement, the deposit made by the Buyer shall be forfeited.

7. If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now exists through the use of applicable insurance coverage, if any, within a period of 90 days thereafter, the Seller shall so restore the improvements and the closing date herein above set shall be extended accordingly, but if not covered by insurance or such restoration is not completed after exercise of reasonable diligence within that time this contract may be cancelled by either party and neither shall have any further obligations to the other hereunder.

8. The Words Agent, Buyer, and Seller herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

9. This instrument shall become effective as a contract when signed by the Agent, Buyer and Seller.

10. The Buyer may, prior to closing date, have the property surveyed at his expense.

11. Buyer acknowledges he has not relied upon Broker's or Seller's estimate of square footage of property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern to the Buyer, the Buyer is advised to personally measure the property.

12. Buyer is advised to verify schools zones and possible school and grade level caps through the local school board.

13. Due to the unpredictable and constantly changing status of the municipal, county and state regulations of property development, the Seller and Agent involved in this transaction have found it necessary to clarify their

SAMPLE

duties and obligations with regard to the sale or lease of the property. The Buyer recognizes that the City and/or County where the property is located have a Comprehensive Land Use Plan. It is the Buyer's obligation to contact the appropriate local government department(s) to determine how the subject property may be affected by the Comprehensive Plan and take any necessary action to ensure compliance with the plan. Additionally, the subject property may be affected by restrictive covenants, zoning, and/or other land use restrictions. If so, it shall be the Buyer's responsibility to inquire about them in no less a degree than as hereinafter provided. Buyer is hereby advised that it is the Buyer's responsibility to determine whether or not the subject property lies within the City or only the County. Both may have separate zoning and/or land use regulations, which would affect the subject property. It shall also be the Buyer's sole responsibility to inquire about any state and local governmental zoning and land use regulations and restrictive covenants to determine whether the subject property is in compliance with all state and local government laws, codes and ordinances, and restrictive covenants. The Buyer understands that the Seller and the Agent make no representations as to whether the subject property is suitable for any particular use and that the Buyer shall be solely obligated to make any and all necessary inquiries with the appropriate governing bodies to determine compliance with all applicable zoning, land use regulations, and restrictive covenants. The Buyer further releases the Seller and the Agent for any statements or comments made in relation to the potential use of the subject property.

14. The Buyer may be responsible for the maintenance of roads and related drainage, if any, serving this property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance.

15. **Disclaimer:** No representations or warranties of any kind are made with respect to the Property, including, without limitation, its condition or any use to which it may be put. Buyer acknowledges that the Property is being sold on an "AS IS," "WHERE IS," "WITH ALL DEFECTS" basis, and any and all warranties, express, implied, or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to the Property's compliance with any laws, rules, regulations, or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law, or hazardous waste. Seller and its officers, employees, agents, and attorneys shall have no responsibility or liability for loss of assets, loss of income, loss of time, inconvenience, commercial loss, and/or any incidental or consequential damage, loss, or injury. Buyer acknowledges that Buyer has had a full and unrestricted opportunity to inspect the Property, free of any coercion from and without relying upon any representations by Seller. The terms of this paragraph shall survive the closing. Buyer is not entitled to rely on any representations or warranties regarding the Property and any such representations or warranties have not been authorized by Seller or its officers, employees, agents, or attorneys. Seller takes no responsibility for and shall not be liable as a result of such representations or warranties.

16. This agreement is not contingent upon the Buyer obtaining financing.

17. This agreement may not be assigned without the written consent of the Seller.

18. TRANZON DRIGGERS conducts business in accordance with the Fair Housing Act and does not discriminate against any person or entity on the basis of race, color, religion, sex, familial status, or national origin.

19. No agreements, unless incorporated in this agreement shall be binding upon the Agent, Buyer, or Seller.

20. In connection with any litigation arising out of this agreement, the parties specifically waive trial by jury. Venue shall be Marion County, Florida.

21. This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. A facsimile copy of the contract shall be deemed an original for all purposes.

22. Buyer acknowledges that he/she/it is not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, nor is he/she/it related in any way to any employees, solicitors, agents or any other person acting for or retained by or on behalf of The Toronto-Dominion Bank in relation to the Property and confirms that he/she/it is dealing at arm's length with the aforementioned parties. Additionally, he/she/it is not involved in any way in any transaction relating to the Property to impede, hinder or otherwise avoid the representations made hereunder. If Bank at any time determines the representations made herein are false, then Bank at any time may pursue damages, including, without limitation, rescission as set forth in paragraphs within this Purchase and Sale Agreement.

23. **RELEASE:**

(a) In consideration of the sale of the Property to Buyer and Seller's agreement to pay the title examination fee and the premium for the title insurance policy, receipt of which is hereby acknowledged, upon the

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effective date of the Contract, Buyer hereby releases and agrees to, hold harmless and forever discharge Seller, as owner of the Property, and Its affiliates, officers, servicers, contractors, employees, agents, brokers successors and assigns, from any and all claims, liabilities, or causes of action of any kind that Buyer may now have or may have at any time in the future arising out of the Contract. Neither the Seller nor its affiliates, officers, servicers, contractors, employees, agents, brokers, successors and assigns shall be liable to the Buyer for any damages of any kind (other than a return of the Deposit when expressly required by the Contract) as a result of the Seller's default under the Contract or Seller's failure to sell and convey the Property. Buyer further expressly waives, to the fullest extent permitted by law: (a) the remedy of specific performance on account of Seller's default under the Contract or Seller's failure to sell and convey the Property for any reason, (b) any right otherwise to record or file the Contract or a memorandum thereof, a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property, (c) any right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party buyer; (d) any and all claims arising from any agreed to adjustments or prorations or errors in calculating the adjustments or prorations that are or may be discovered after closing; (e) any trial by jury in any litigation arising from or connected with or related to the Contract; (f) any claims or losses Buyer may incur as a result of construction on, repair to, or treatment of the Property, or other defects, known or unknown, apparent or latent, which may now or hereafter exist with respect to the Property; (g) any right to avoid this sale or reduce the price or hold Seller and its affiliates, officers, servicers, contractors, employees, agents, brokers, successors and assigns responsible for damages on account of the marketability, habitability, serviceability, profitability, Insurability or condition of the Property, lack of suitability or fitness of the property for a particular purpose, or defects, apparent or latent, in the Property; (h) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or Inspection of the Property or search of public records; and (i) any right to recover special, consequential, or punitive damages whatsoever, whether in contract, tort (Including negligence and strict liability), or any other legal or equitable principle, including, but not limited to, any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other such expense or cost arising from, or related to, the Contract or a breach of the Contract.

(b) In the event Buyer breaches or disregards, or attempts to disavow, any of the waivers or releases described or contemplated under this Paragraph 23, In addition to all other damages or remedies to which Seller and its affiliates, officers, servicers, contractors, employees, agents, brokers successors and assigns may be lawfully entitled, Buyer shall pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such waiver or release, or (ii) defending any action initiated

24. Addendum _____ attached and made a part hereof _____ or no addendum attached _____.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
 IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

RECEIPT OF DEPOSIT AS HEREIN STATED IS ACKNOWLEDGED

By _____ Agent

ABOVE OFFER HEREBY CONFIRMED AND AGREED TO BY THE UNDERSIGNED

DATE _____

BUYER

BUYER

DATE _____

SELLER

for TD BANK, N.A.

SAMPLE

EXHIBIT A

(LEGAL DESCRIPTION FROM TITLE COMMITMENT ADDED HERE)

SAMPLE