



SECURITY TITLE COMPANY

Return to:
600 South 19th Avenue
Bozeman, MT 59718

Mailing:
PO BOX 6550
Bozeman MT 59771-6550

e: allorders@sectitle.com
o: 406.522.5500
f: 406.522.5501

FOR SALE BY OWNER CLOSING CHECKLIST

Submit this Checklist and a Buy Sell Contract

Include full names, phone numbers and email addresses. This information is important in case we have questions or issues with the transaction. **Transactions are confidential**, only list the information that we may use to contact you. **Be sure it is signed and dated** by all parties including spouses/partners.

Seller Full Name: _____
Seller Phone: _____
Seller Email: _____

Buyer Full Name: _____
Buyer Phone: _____
Buyer Email: _____

Seller Full Name: _____
Seller Phone: _____
Seller Email: _____

Buyer Full Name: _____
Buyer Phone: _____
Buyer Email: _____

Seller Payoff Information

Loan(s) which currently affect the real estate to be sold, if any

Note: Written authorization and/or social security numbers may be required to obtain a loan payoff

First Loan

Financial Institution's Name: _____
Lender's Name: _____
Phone Number: _____
Account Number: _____

Second Loan

Financial Institution's Name: _____
Lender's Name: _____
Phone Number: _____
Account Number: _____

Buyer New Loan Information

If buyer is securing a new loan, we will need some information on the lender

Financial Institution's Name/Brokerage Firm: _____
Contact Person: _____
Email: _____
Phone Number: _____

Earnest Money will be held by

In most cases parties request Security Title Company hold the earnest money which will be applied at closing

- Security Title Company (industry standard)
- Seller
- Other: _____



- Seller is responsible for the cancellation of their homeowner's insurance policy. Please plan to have a small overlap to be sure the property is covered through closing.
- Buyer is responsible to have the utilities transferred into their name, including, but not limited to the following: power, telephone, internet, garbage collection, etc.
- Owner's Title Insurance: \$ _____
Amount is based on the sales price of the real property set out in the Buy Sell Agreement
 - Buyer will pay
 - Seller will pay (industry standard)
 - Buyer and Seller will split
- Lender's Title Insurance: \$ _____
Amount is based on the loan amount for the lender giving the purchase money mortgage
 - Buyer will pay (industry standard)
 - Seller will pay
 - Buyer and Seller will split
- Closing Fee: \$ _____
Note: The closing fee for real property in and around Bozeman is generally \$700.00. Please ask for an accurate quote from our escrow department to determine the fee. For business transactions or out of county sales, the cost may be higher.
 - Buyer will pay
 - Seller will pay
 - Buyer and Seller will split (industry standard)
- Recording Fees
 - Seller will pay to clear the title and the Buyer will pay to record the deed, conveyance instrument, the encumbrance document(s), and deed of trust/trust indenture. (industry standard)
 - Buyer will pay all
 - Seller will pay all
- SID or RID: \$ _____
Special Improvement Districts (SID) or Rural Improvement Districts (RID) are generally assessed to real property for the payment of improvements such as streets, streetlights, parks, etc.
 - Buyer will pay
 - Seller will pay
 - Buyer and Seller will split
 - Assumed by the Buyer (industry standard)
- Prorate Taxes: \$ _____/year
 - Yes (industry standard)
 - Proration Date: _____ Generally, the date of closing
 - No
- Transfer of Water Rights (if applicable) \$50.00
 - Buyer
 - Seller
 - Split (industry standard)



Homeowner's Association Name: _____
o Contact: _____
o No association

Road Association Name: _____
o Contact: _____
o No association

Attorney Fees: \$ _____
Deed and/or document preparation
o Buyer will pay
o Seller will pay (industry standard)
o Buyer and Seller will split

Sellers Attorney: _____

Buyers Attorney: _____

Fully Executed Buy Sell ~ Legal Contract (this document is not a contract)

It is expressly understood and agreed that should Security Title Company be made defendant in any suit by any of the contracting parties to the agreement for purchase and sale (buy sell), or by any representative, assignee or successor to any party, or should Security Title Company determine it to be necessary or advisable to commence litigation by interpleader or otherwise, by reason of a dispute between the parties or their representatives, assignees or successors, or other persons that are a party to the purchase and sale agreement (buy sell), the cost of such suit or suits, including attorney's fees, shall be paid by the contracting parties to the purchase and sale and may be deducted from amounts held by Security Title Company if not otherwise paid by the contracting parties. If Security Title Company disposes of the earnest money funds by interpleader or other suitable action, Security Title Company shall not be liable to the parties for such retention or action.

THIS IS NOT CONSIDERED A FULLY EXECUTED CONTRACT

Dated (MM,DD,YYYY): _____

Seller Signature: _____ Buyer Signature: _____
Seller Full Name Printed: _____ Buyer Full Name Printed: _____

Seller Signature: _____ Buyer Signature: _____
Seller Full Name Printed: _____ Buyer Full Name Printed: _____

Seller Signature: _____ Buyer Signature: _____
Seller Full Name Printed: _____ Buyer Full Name Printed: _____

Seller Signature: _____ Buyer Signature: _____
Seller Full Name Printed: _____ Buyer Full Name Printed: _____