

New Mexico Residential Purchase Agreement Questionnaire

SELLER INFORMATION

SELLER INFORMATION (if Seller is a Person)

Seller's Full Legal Name _____

Seller's Full Legal Name _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

SELLER INFORMATION (if Seller is a Company)

Seller's Legal Name _____

Seller's Legal Name _____

Type of Company (i.e. LLC, Corporation) _____ State of Formation _____

Name of Person Authorized to Sign on Behalf of the Company _____

Title of the Person Authorized to Sign on Behalf of the Company _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

SELLER INFORMATION (if Seller is a Trust)

Name(s) of Trustee(s) _____

Name of the Trust _____ Date of the Trust Agreement _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

BUYER INFORMATION

Buyer INFORMATION (if Buyer is a Person)

Buyer's Full Legal Name _____

Buyer's Full Legal Name _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

Buyer INFORMATION (if Buyer is a Company)

Buyer's Legal Name _____

Buyer's Legal Name _____

Type of Company (i.e. LLC, Corporation) _____ State of Formation _____

Name of Person Authorized to Sign on Behalf of the Company _____

Title of the Person Authorized to Sign on Behalf of the Company _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

Buyer INFORMATION (if Buyer is a Trust)

Name(s) of Trustee(s) _____

Name of the Trust _____ Date of the Trust Agreement _____

Address _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Phone _____ Fax _____

PROPERTY SALE INFORMATION

Address of the Property to be Sold: _____

City _____ State _____ Zip Code _____

County _____

Legal Description _____

Purchase Price \$ _____

Approximate Cash Down Payment \$ _____

Amount of the Loan(s) \$ _____

Earnest Money \$ _____

Earnest Money to be delivered as [] Cash [] Check [] Note dated _____

Earnest Money to be held in Escrow with (Name of Title Company) _____

Type of Property: _____
(i.e. Single Family Home, Condo, Land, Commercial, Etc.)

Are there any known mineral or water rights? If so, please describe _____

Personal Property that will convey in the sale:

- Refrigerator
- Microwave
- Washer
- Dryer
- Other_____
- Decorative mirrors above bath vanities
- Built-in/attached speakers and sub woofers
- TV _____
- Audio Components_____
- Other_____

List Items Excluded from the Sale:_____

Closing:

Settlement/Signing Date_____ Funding Date_____

When does the buyer take possession?_____ (i.e. Closing, Funding, etc.)

Cash Purchase

Buyer will Pay Cash Yes No. If yes, the Buyer agrees to purchase the property for Cash No later than _____ days after the date of acceptance of this Purchase Agreement. If Buyer does not provide timely proof of funds the earnest money shall shall not be returned to Buyer.

Financing

Buyer will obtain a loan of the following type Conventional FHA VA Deed of Trust Other_____

Buyer has made written application for a loan, or agrees to make written application for a loan within _____ days after the date of acceptance of this Purchase Agreement.

Buyer will provide seller with a letter of Preliminary Loan Approval from a lender within _____ days after the date of acceptance of this Purchase Agreement.

Buyer will provide Seller with notification of Final Loan Approval _____ days before Settlement/Signing.

Seller Financing

Amount to be financed by Seller \$_____

Secured by Real Estate Contract Mortgage Deed of Trust

Buyer will provide Seller with Financial Statement Credit Report within _____ days after the date of acceptance of this Purchase Agreement

Seller will have _____ days to review the Financial Statement and/or credit report

Contingent Sale

The Agreement [] will [] will not be contingent on the future closing of Buyer's property.

Appraisal

Type of Appraisal [] Conventional [] FHA [] VA

Costs to be Paid

Cost	Paid by Buyer	Paid By Seller	Not Required
Loan Related Costs and Fees			
Appraisal Fee			
Appraisal Re-inspection Fee			
Credit Report			
Loan Assumption/Transfer			
Origination Charge: up to [] \$ or [] %			
Points - Buydown			
Points - Discount			
Tax Service Fee			
Flood Zone Certification			
Other _____			
Other _____			
Prepays Required by lender			
Flood Insurance			
Hazard Insurance			
Interest			
PMI or MIP			
Taxes			
Other _____			
Other _____			

Cost	Paid by Buyer	Paid By Seller	Not Required
Other_____			
Title Company Closing Costs			
Closing Fee			
Legal Document Preparation			
Special Assessment Search			
Buyer Recording Fees			
Seller Recording Fees			
Policy Premiums			
Title Commitment			
Standard Owner's Policy			
Mortgagee's Policy			
Mortgagee's Policy Endorsements			
Other_____			
Other_____			
Miscellaneous			
Survey			
Impact Fees			
Home Warranty Contract			
Transfer Fees (e.g. HOA, etc)			
HOA Fees (e.g. processing)			
Other_____			
Escrow Fees			
Set up			
Periodic			
Close Out			

Cost	Paid by Buyer	Paid By Seller	Not Required
Other _____			

IRS 1031 Tax-Deferred Exchange

The Buyer Seller intend to use this property to accomplish a 1031 tax-deferred exchange Yes No

Examination of Title; Liens; Deed

The Buyer Seller will order title commitment from _____ within _____ days. The buyer will have _____ days to review and provide objections. Seller will respond to objections _____ days after receipt.

Property will be conveyed via General Warranty Deed Other Deed _____

Insurance Contingency

Buyer will apply for insurance within _____ days after the Date of Acceptance of the Purchase Agreement.

The Insurance Contingency will be deemed satisfied, unless within _____ days after the Date of Acceptance of the Purchase Agreement the Buyer gives notice of inability to obtain a binder for insurance.

Documents

Seller will deliver the following documents to Buyer by the Delivery Deadline:

Documents	Delivery Deadline	Objection Deadline	Resolution Deadline
Seller's Property Disclosure Statement			
Road Documents			
Water Rights Documents			
Well Documents			
Other _____			
Other _____			

Was the Property Built before 1978? [] Yes [] No

Does the Property have a Septic System? [] Yes [] No

Please specify the following relating to inspections:

Inspections	Buyer Pays	Seller Pays	Delivery Deadline	Objection Deadline	Resolution Deadline
Home					
Electrical					
Heating/Air Conditioning					
Plumbing					
Roof					
Structural					
Lead Based Paint Evaluation					
Risk Assessment					
Paint Inspection					
Combination Risk Assessment/ Inspection					
Other: _____					
Well Equipment (pump, pressure tank, lines)					
Well Water Potability Tests					
Well Water Yield Tests					
Pool/Spa/Hot Tub Equipment					
Wood-Destroying Insects					

Inspections	Buyer Pays	Seller Pays	Delivery Deadline	Objection Deadline	Resolution Deadline
Dry Rot					
Radon					
Mold					
Square Footage Measurement					
Sewer Line Inspections					
Ducts (type): _____					
Phase One Environmental Inspection					
Soil Test					
Other: _____					
Other: _____					

Surveys or Improvement Location Report

Buyer has the right to have performed the item selected below or the right to accept an existing one (title company may require a current survey or report). Generally, the party paying for the item selected below will select the surveyor and order the survey or report.

Survey/Improvement Location Report	Delivery Deadline	Objection Deadline	Resolution Deadline
Improvement Location			
Metes and Bounds Description			
Staked Boundary			
American Land Title Association Survey (ALTA)			
Flood Plain Description			
Other _____			

Objections Completion

Seller will cure objections no later than _____ days prior to the Settlement/Signing Date

Home Warranty Contract

If a Home Warranty Contract will be issued, the company that will issue the Home Warranty Contract is:_____.

If there are any other items we should know about relating to the sale, please let us know in the area below: