

# Who Pays for What Under the TREC 1-4 Family Residential (*Resale*) Contract

#### The Buyer can generally be expected to pay for:

- Appraisal fees
- Loan application fees and adjusted origination charges
- Credit reports
- Preparation of loan documents
- Interest on the notes from the date of disbursement to one month prior to dates of first monthly payments
- Recording fees
- Copies of easements and restrictions
- Loan title policy with endorsements required by lender
- Loan-related inspection fees, final compliance inspection, repair inspection, and photos
- Amortization schedules
- All prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special government assessments
- Courier fee
- Underwriting fee
- Wire transfer fee
- Expenses incident to any loan
- Private Mortgage Insurance premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender
- One-half of escrow fee

**NOTE:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

#### The Seller can generally be expected to pay for:

- Any specific repairs identified in Para. 7D(2)
- Release of existing liens (including prepayment penalties and recording fees)
- Release of Seller's loan liability
- Tax statements or other certificates
- Preparation of deed
- One-half of escrow fee
- **OPTIONAL**: Up to a specified amount to reimburse Buyer for Residential Service Contract
- **OPTIONAL**: Up to a specified amount towards Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board, or other governmental loan programs, and then to other Buyers Expenses as allowed by the lender

## Prorated through Closing Date

Taxes for the current year, interest, maintenance fees, assessments, dues and rents

### **Contract Provides Choice: Buyer or Seller**

- Owner's title policy
- New survey (if no existing survey or existing survey not acceptable to title company or lender)
- Subdivision Information from the HOA (if applicable)
- **OPTIONAL:** Amendment to the title policy standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements so that it reads "shortages in area."

The information in this document is provided for general information purposes only, not as legal advice, and shall not be binding on Allegiance Title Company. The particular expenses born by each party to your contract may be negotiated differently, and there may be additional expenses not addressed here.