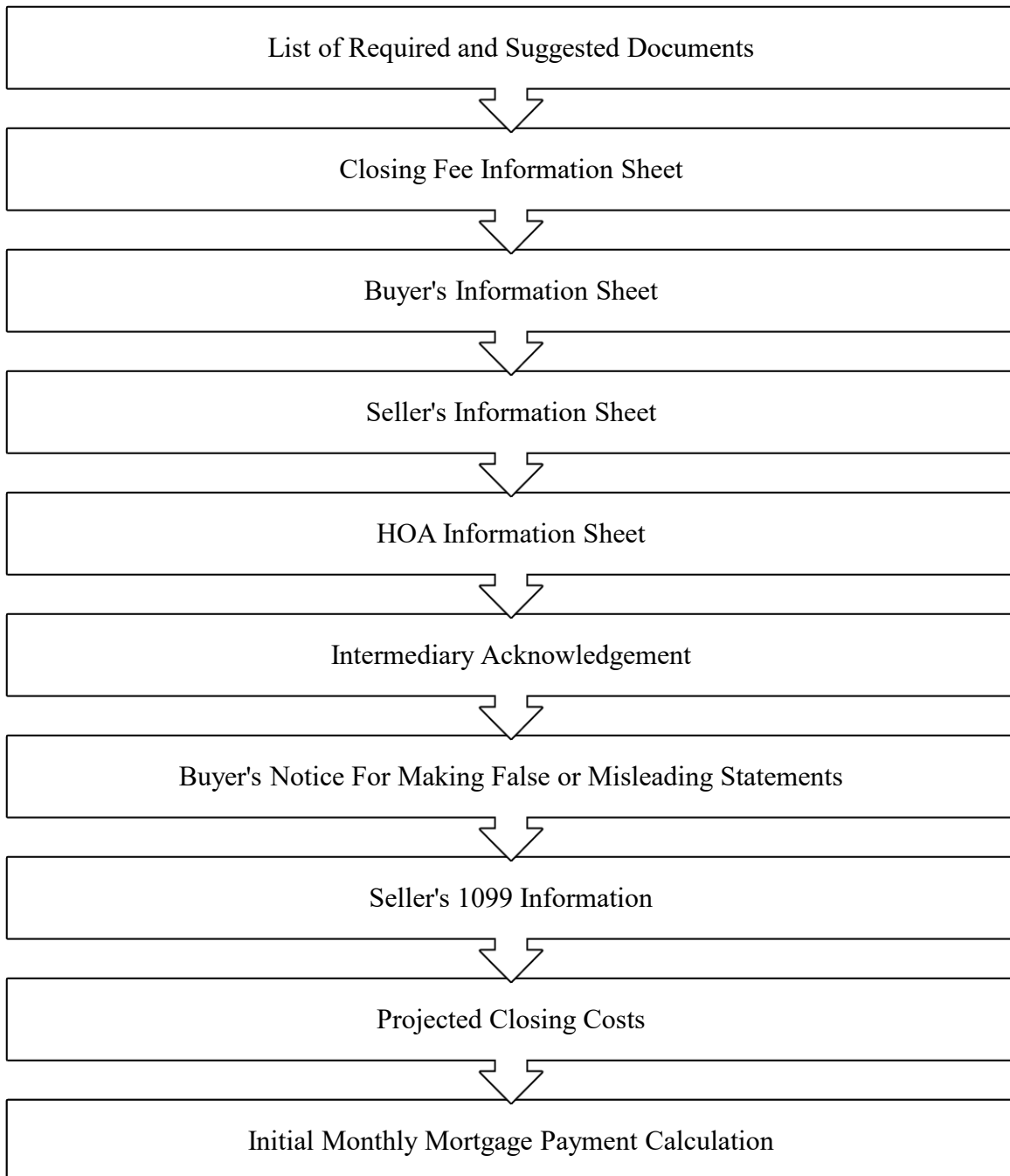




SELLER FINANCE TRANSACTION - PRE-CLOSING PACKAGE

Property Address: _____

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LIST OF REQUIRED AND SUGGESTED DOCUMENTS

Property Address: _____

Thank you for choosing C Jackson Law Firm, PLLC to close your SELLER FINANCE transaction. PLEASE READ THROUGH THE INSTRUCTIONS AND PRECLOSING CHECKLIST CAREFULLY so that your transaction proceeds as smoothly as possible. The following documents Must be submitted and forms filled out and returned at the time you submit your contract. Billing and Timing will Occur as Detailed Below and notated on the Fee Sheet; there will be no Exceptions Made. The Base Drafting Fee for Owner Finance Transactions is **\$1,600.00**. Additional costs may be added on as necessary according to the Fee Sheet.

REQUIRED DOCUMENTS

(PLACE A "x" NEXT TO EACH ITEM TO ENSURE IT IS INCLUDED)

1. **____ EXECUTED PURCHASE & SALE AGREEMENT (and all associated amendments)**
 - a. TREC 1-4 contract or other purchase agreement.
 - b. Closing date must be no earlier than 14 business days from the receipt of the full contract package and payment of the non-refundable deposit. A rush fee of \$550 will be applied to transactions with a requested closing within 7-10 business days. Owner finance transactions will close no earlier than 7 business days of contract receipt and payment of initial deposit.
 - c. All earnest money and option fees must be paid and received as outlined in the contract.
2. **____ SELLER FINANCING ADDENDUM or APPLICABLE FINANCING TERM SHEET**
 - a. Must include loan amount, interest rate, loan term, balloon payment information, etc.
3. **____ FULLY EXECUTED PRE-CLOSING PACKAGE**
 - a. Included forms consist of intermediary acknowledgement, seller and buyer information sheet, 1099 information sheet, projected closing costs, initial projected monthly mortgage payment calculation, etc.
4. **____ HOA ADDENDUM or HOA INFORMATION SHEET**
 - a. For transactions with a desired closing date earlier than 14 business days, the buyer and seller will execute a waiver to complete the transfer of the HOA outside of closing.



REQUIRED DOCUMENTS (Cont.)

(PLACE A “x” NEXT TO EACH ITEM TO ENSURE IT IS INCLUDED)

5. ___ **SELLER’S DISCLOSURE NOTICE**
6. ___ **VALID, UNEXPIRED, GOVERNMENT-ISSUED PHOTO IDs FOR BUYERS/SELLERS**
 - a. Driver Licenses, State IDs, Passports, Military IDs, etc.
7. ___ **ORGANIZATIONAL DOCUMENTS/EIN/TRUST AGREEMENT**
 - a. If buyer or seller is an entity

OTHER SUGGESTED DOCUMENTS TO BE INCLUDED

- Amortization Schedule (initialed and acknowledged by buyer)
- Realtor Disbursement Authorizations (if applicable)
- Buyer’s Homeowners or Landlord Insurance Quote For First Year
- Loan Servicing Agreement & Invoice
- RMLO Invoice
- Survey & T-47 Affidavit
- Copy of Divorce Decree (if applicable)
- Copy of Will, Trust, Death Certificate, Affidavits of Heirship (if applicable)

UPON COMPLETION OF GATHERING ALL DOCUMENTATION, ALL DOCUMENTS MUST BE EMAILED TO: CLOSINGS@CJLAWSA.COM. FAILURE TO PROVIDE COMPLETED DOCUMENTATION AND/OR PAYMENT WHEN REQUESTED ON RECEIPT OF DOCUMENTS WILL RESULT IN A DELAY IN CLOSING.

C JACKSON LAW FIRM PLLC

2040 Babcock Road, Ste 304 San Antonio TX 78229

P: 210.739.0080 F: 210.964.4670

closings@cjlawsa.com | www.cjlawsa.com



SELLER FINANCE – CLOSING FEE INFORMATION SHEET

Property Address: _____

The standard drafting fees for an Owner Transaction through C JACKSON LAW FIRM, PLLC are **\$1,600.00**. **This Fee does Not Include cost for an underlying Loan being wrapped into the Transaction, also known as a wrap around transaction.** These fees are allocated on a flat fee basis, payable to C Jackson Law Firm. Closing fees include all document preparation and FINCEN reporting. Recording Fees vary per county and are not negotiable. The costs are reflected in the settlement agreement. Notary fees are charged separately and will be reflected on the settlement agreement based on closing at C Jackson Law Firm or remotely. The Law Firm does not cover remote notary closing fees and will bill accordingly.

Remote Notary Fees: Remote Notary Fees vary based on location and the number of parties requiring notarization. Remote notary services must be arranged exclusively through C Jackson Law Firm. Documents notarized by any notary not expressly vetted and approved by C Jackson Law Firm will be rejected and will not be electronically filed.

An initial non-refundable deposit of \$800.00 is due and payable at the time this contract is submitted. The initial fee is not refundable. Thus, if you decide not to close, the deposit is earned upon receipt. If this closing is canceled, but final documents have been sent and executed the final closing balance remains due as flat fee work has been tendered and completed. Below, please designate the exact total dollar amount of the closing transaction fees payable by each party.

C JACKSON LAW FIRM FEE SCHEDULE

EXPENSE	COST	BUYER TO PAY	SELLER TO PAY
Closing Agent Fee w/Deed of Trust	\$1,600.00		
Recording Fee	\$110.00		
Notary Fee	\$110.00		
Rush Fee (if applicable) 7-10 business day closings	\$550.00		
Trust Creation (if applicable)	\$350.00		



BUYER INFORMATION SHEET

***Buyer/ Entity POC #1:** Full Name (First, Middle and Last): _____

- Date of Birth: _____ / _____ / _____ DL/ID Number: _____
- SSN: _____ - _____ - _____ Marital Status: _____
- Email: _____ Phone: _____
- Spouse's Name If Married: _____
- Current Address: _____

***Buyer/ Entity POC #2:** Full name (First, Middle and Last): _____

- Date of Birth: _____ / _____ / _____ DL/ID Number: _____
- SSN: _____ - _____ - _____ Marital Status: _____
- Email: _____ Phone: _____
- Spouse's Name If Married: _____
- Current Address: _____

***Realtor/Attorney/Representative For Buyer:**

- Full Name: _____
- Email: _____ Phone: _____

***If Buyer is a Company/Entity/Trust**

Entity Name: _____

Entity Address: _____

Authorized Signor(s) For Entity: _____

EIN # For Entity: _____

***Note (1): Provide all company organizational documents and EINs for LLCs/Corporations/Trusts**

***Note (2): Please complete the above buyer information for entity owners, trustees, etc.**

Please fill out this page and return with the completed contract and preclosing packet.

BUYER(S) ATTEST(S) THAT THIS INFORMATION IS TRUE AND CORRECT. FAILURE TO PROVIDE ACCURATE INFORMATION WILL QUALIFY AS MISREPRESENTATION AND APPLICABLE REMEDIES UNDER THE LAW WILL APPLY

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____



SELLER INFORMATION SHEET

***Seller/ Entity POC #1** Full name (First, Middle and Last): _____

- Date of Birth: _____ / _____ / _____ DL/ID Number: _____
- SSN: _____ - _____ - _____ Marital Status: _____
- Email: _____ Phone: _____
- Spouse's Name If Married: _____ Date of Marriage: ____ / ____ / ____
- Current Address: _____
- Previous Addresses over the past 10 Years: _____

***Seller/ Entity POC #2** Full name (First, Middle and Last): _____

- Date of Birth: _____ / _____ / _____ DL/ID Number: _____
- SSN: _____ - _____ - _____ Marital Status: _____
- Email: _____ Phone: _____
- Spouse's Name If Married: _____ Date of Marriage: ____ / ____ / ____
- Current Address: _____
- Previous Addresses over the past 10 Years: _____

***Realtor /Attorney/Representative For Seller:**

- Full Name: _____
- Email: _____ Phone: _____

***TITLE QUESTIONNAIRE**

- Is seller(s) only name on title? ☐ Yes ☐ No –if no, who else is on title? _____
 - Relation of this person to Seller(s): _____
 - Are they alive? ☐ Yes ☐ No –if no, do they have a will? ☐ Yes ☐ No
 - If there is a will, has it been probated? ☐ No ☐ Yes or ☐ Currently in probate
 - If no will exists, please request that we provide you with an Affidavit of Heirship
 - If the current owner has passed away, please provide a copy of the death certificate
 - If either owner has been divorced, please provide a copy of the divorce decree

Note (1): Provide all company organizational documents and EINs for LLCs/Corporations/Trusts

Seller attests that this information is true and accurate under penalty of misrepresentation. Failure to provide accurate information will qualify as misrepresentation and all applicable remedies under the law will apply.

Seller Signature: _____ Date: _____

Seller Signature: _____ Date: _____



HOA INFORMATION SHEET

Property Address: _____

- If the property is not in an HOA, please place an “x” on this line: _____
- If the buyers and sellers request that the HOA transfer be handled outside of this closing, please place an “x” on this line: _____

PLEASE COMPLETE THIS BELOW SECTION IF NECESSARY BASED ON ABOVE ANSWERS

HOA PROFILE (please complete this sheet for all applicable HOAs)

- HOA NAME: _____
- HOA WEBSITE: _____
- HOA PHONE: _____ HOA EMAIL: _____
- HOA PHYSICAL OFFICE ADDRESS: _____
- Is HOA Membership Mandatory (yes or no): _____
- HOA Payment Frequency (monthly, quarterly, semi-annually, annually): _____
- Current HOA Payment Amount: _____
- HOA Transfer Fee Amount: _____
- Does Buyer Request Resale Package (yes or no): _____ If Yes, Resale Package Amount: _____
- HOA Fees To Be Paid By Buyer Or Seller: _____
- Is The Seller Aware Of Any Outstanding or Unpaid HOA Assessments (yes or no): _____
 - If yes, please list the known outstanding balance owed: _____

Buyer(s) must perform their own due diligence to verify all pertinent HOA information regarding applicable fees, afforded amenities, and outstanding or upcoming assessments.



INTERMEDIARY ACKNOWLEDGEMENT

Property Address: _____

The parties to this transaction have requested that C JACKSON LAW FIRM, PLLC (“The Firm”) draft the documents for a real estate closing. For this particular closing, The Firm will be acting as an intermediary only and will not be an advocate for either side. This role is different from the traditional one of an attorney; The Firm must remain impartial. Being an intermediary means that any information disclosed by you to The Firm during this representation will not be protected by attorney-client privilege in a subsequent legal proceeding asserted by or against one of you involving the other.

By using C Jackson Law Firm, PLLC as an intermediary to document the agreement between the parties, both parties agree and acknowledge that The Firm cannot and will not give any legal advice to either side. While The Firm can answer general questions regarding the transaction and meaning behind the documents, The Firm will not advise either party to the transaction as to whether this transaction is right for them, or any other issue or question that is not general in nature. Both parties should seek the advice of their own counsel should they need any legal advice regarding the above transaction. By signing below, the parties acknowledge that the fees for this transaction are due in full by the paying party at the time the documents are released to either party, and are not refundable unless agreed to otherwise by The Firm in writing.

We, the undersigned, hereby acknowledge and agree that we have entered into this transaction, being fully advised of the possible conflicts and/or problems that may arise from using an intermediary, and other possible issues that are not stated above, and forever more INDEMNIFY AND HOLD HARMLESS C JACKSON LAW FIRM, PLLC; ALL OF ITS EMPLOYEES, CONTRACTORS, AFFILIATES, AND CHIANTE T JACKSON, INDIVIDUALLY, FROM ANY LIABILITY WHATSOEVER.

ACKNOWLEDGEMENTS:

Buyer’s Signature(s): _____

Buyer’s Printed Name(s): _____

Date Signed: _____

Seller’s Signature(s): _____

Seller’s Printed Name(s): _____

Date Signed: _____



BUYER'S NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENTS

Property Address: _____

WARNING:

Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.00.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our identity, employment, annual income, and intent to occupy or rent the residential real property secured by the home or investment loan, are true and correct as of the date of loan closing.

Buyer's Signature: _____

Buyer's Printed Name: _____

Date Signed: _____

Buyer's Signature: _____

Buyer's Printed Name: _____

Date Signed: _____



1099-S Exemption Form

EXCLUSION OF PRINCIPAL RESIDENCE FROM 1099-S REPORTING REQUIREMENT

The seller of a principal residence should complete this form to determine whether the sale or exchange should be reported to the IRS on Form 1099 - S, Proceeds from Real estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller or to the IRS will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, the closing agent must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner who does not make the certification.

Part I. Seller Information

Date of Closing: _____

1. Seller Name: _____
2. Property Address: _____
3. Seller SSN or TIN: _____

Part II. Seller Assurances

True	False	
☐	☐	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
☐	☐	(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
☐	☐	(4) At least one of the following three statements applies: The sale or exchange is of the entire residence for \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and: (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5 -year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2 -year period ending on the date of the sale or exchange of the principal residence.
☐	☐	(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
☐ ☐ n/a	☐	(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Signature _____ Date _____



1099-S INPUT FORM

NOTE TO SELLER: This form does NOT need to be completed if all questions on the 1099-S CERTIFICATION FORM are answered "True". If the property involves a 1031 Tax Deferred Exchange, PLEASE COMPLETE THIS FORM.

PROPERTY ADDRESS: _____

TRANSACTION DATA

1. Contract Sales Price	2. Number of 1099 forms to be created from this sale	3. If 2 or more 1099-s forms are required for this transaction, record the dollar amount for the seller based on the seller's declaration
\$: _____	_____	Seller/Entity Name (1): _____ Amount Declared For Seller/Entity (1): \$ _____ Seller/Entity Name (2): _____ Amount Declared For Seller/Entity (2): \$ _____

4. Buyers Part of Real Estate Tax Paid (if applicable)	5. Was (or will there be) other property services received? (Yes or No)	6. Is this a contingent transaction wherein gross proceeds cannot be determined with certainty at time of closing (Yes or No)
\$: _____	_____	_____

SELLER INFORMATION - PLEASE PRINT CLEARLY

SELLER'S FULL NAME: _____

SELLER'S FORWARDING ADDRESS: _____

SELLER'S SSN: _____ SELLER'S TAX ID NUMBER: _____

SELLER'S SIGNATURE: _____

DATE SIGNED: _____



PROJECTED CLOSING COSTS | GOOD FAITH ESTIMATE

PROPERTY ADDRESS: _____

Closing Cost Expense	Cost	Buyer Portion To Be Paid	Seller Portion To Be Paid
Closing Agent Fee w/ deed of trust	\$1,950.00		
Recording Fees	\$110.00		
Rush Fee (if applicable - for closings to occur between 7-10 business days of receipt of documents)	\$550.00		
Mobile Notary Fee (if applicable):	\$110.00		
Trust Creation (if applicable):	\$350.00		
Prepaid Pro-Rated Interest			
1 st Year Homeowners Insurance Premium			
Loan Servicing Onboarding Fee			
Transaction Coordination Fee (if applicable)			
Realtor Commissions (if applicable)			
Initial Escrow Deposit (if applicable)			
RMLO Fee (if applicable)			
Lien Payoff (if applicable)			
HOA Resale Package and/or Transfer Fees			
Other Closing Fee: Closing Agent Fee w/o Deed of Trust	\$1,600.00		
TOTAL PROJECTED CLOSING COSTS		\$ _____	\$ _____

Buyer Printed Name: _____

Buyer Signature: _____

Date: _____

Buyer Printed Name: _____

Buyer Signature: _____

Date: _____

Seller Printed Name: _____

Seller Signature: _____

Date: _____

Seller Printed Name: _____

Seller Signature: _____

Date: _____



Projected Initial Monthly Mortgage Payment

Property Address: _____

Name of Buyer(s): _____

Initial Monthly Mortgage Payment Breakdown:

Fixed Principal & Interest	\$
Initial Monthly Pro-Rated Property Taxes:	\$
Initial Monthly Pro-Rated Insurance:	\$
Loan Servicing Fee (if applicable):	\$
TOTAL INITIAL MONTHLY MORTGAGE PAYMENT:	\$

Buyer Printed Name: _____

Buyer Signature: _____

Date Signed: _____

Buyer Printed Name: _____

Buyer Signature: _____

Date Signed: _____