WRAP AROUND OWNER FINANCE TRANSACTION - PRE-CLOSING PACKAGE

Property Address:____

TABLE OF CONTENTS

LIST OF REQUIRED AND SUGGESTED DOCUMENTS

Property Address:____

Thank you for choosing C Jackson Law Firm, PLLC to close your WRAP AROUND OWNER 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 **$1,950.00.** 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.

   d. Please ensure that the contract/purchase agreement includes acknowledgement by all parties regarding the existing of the due on sale clause.

2. **___SELLER FINANCING ADDENDUM or APPLICABLE FINANCING TERM SHEET**
   a. Must include loan amount, interest rate, loan term, balloon payment information, etc.

3. **___CURRENT MORTGAGE STATEMENT**
   a. If the mortgage is in foreclosure status and requires a payment amount for reinstatement, you must include the most recent reinstatement letter with submission of the Contract, If you do not have one, contact the mortgage company to obtain one.

4. **___FULLY EXECUTED PRE-CLOSING PACKAGE**
   a. Included forms consist of intermediary acknowledgement, pre-closing disclosures, 5.016 disclosures, seller and buyer information sheet, 1099 information sheet, projected closing costs, initial projected monthly mortgage payment calculation, etc.

REQUIRED DOCUMENTS (Cont.)

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

5. **___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.

6. **___INFORMATION ON ADDITIONAL LIENS**
    a. Provide a current statement & 5.016 notice for all liens that will remain after closing.

    b. Provide a current statement and payoff for all liens being paid off at closing

7. **___SELLER'S DISCLOSURE NOTICE**

8. **___VALID, UNEXPIRED, GOVERNMENT-ISSUED PHOTO IDs FOR BUYERS/SELLERS**
    a. Driver Licenses, State IDs, Passports, Military IDs, etc.

9. **___ORGANIZATIONAL DOCS/EIN/TRUST AGREEMENT (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

WRAP AROUND OWNER FINANCE – CLOSING FEE INFORMATION SHEET

Property Address:____

The standard drafting fees for an Owner Transaction through C JACKSON LAW FIRM, PLLC are **$1,950.00.** 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 designates the exact total dollar amount of the Wraparound 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	$1.950.00		
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 MISREPRESENATION 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: 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 PHYISCAL 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 WHATSOVER.

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:____

BUYER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION

Property Address:____

Buyer(s) Printed Name(s):____

1. The Buyer(s) hereby acknowledge(s) and affirm(s) that the nature of this transaction in accordance with Texas Property Code 5.016 does not warrant or merit the filing of a complaint with the Texas Real Estate Commission (TREC).

- Buyer Initials:_______________
- Buyer Initials:_______________

2. The Buyer(s) acknowledge(s) that the Seller has disclosed that Buyer is purchasing this property with an existing mortgage loan.

- Buyer Initials:_______________
- Buyer Initials:_______________

3. The Buyer(s) acknowledge(s) that the Seller has disclosed the existing loan will remain in the original Seller's name and will not be paid off in full at closing.

- Buyer Initials:_______________
- Buyer Initials:_______________

4. The Buyer understands that they are not assuming the mortgage, and that this is wrap-around transaction where a second mortgage is being created on this transaction.

- Buyer Initials:_______________
- Buyer Initials:_______________

5. The Buyer(s) assert(s) that they have been informed once they pay the newly created mortgage under this wrap in whole according to the Deed of Trust, the Seller has an obligation to apply those funds to the existing mortgage loan balance that remains due.

- Buyer Initials:_______________
- Buyer Initials:_______________

6. The Buyer(s) acknowledge(s) that at the time of closing they have financially prevailed themselves in good faith to cover the terms of this purchase and subsequent payments.

- Buyer Initials:_______________
- Buyer Initials:_______________

BUYER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION (Cont.)

7. After closing, the Buyer(s) affirm(s) and avows not to engage in any behavior or take any actions that could result in the loan being called due.

- Buyer Initials:_______________
- Buyer Initials:_______________

8. The Buyer(s) acknowledge(s) that this transaction is in their best interest irrespective of the existing mortgage and if applicable, UCC liens on the property.

- Buyer Initials:_______________
- Buyer Initials:_______________

9. The Buyer(s) affirm(s) and acknowledge that they are not under duress; that they are not under the influence of any intoxicating substances, and that they have no prevailing medical conditions that prevent them from executing the closing documents with a sound mind and conscience.

- Buyer Initials:_______________
- Buyer Initials:_______________

10. The Buyer(s) acknowledge(s) that should the seller have to defend themselves against future claims filed by the buyer, due to fault of buyer or a third party, the seller shall be entitled to damages and fees including but not limited to reasonable legal fees @ $300/hr, and the seller's/investor's time at @$150/hr.

- Buyer Initials:_______________
- Buyer Initials:_______________

11. DUE ON SALE CLAUSE: I fully acknowledge that a transfer of title may be against the underlying loan's terms. I understand that there is a possibility that the underlying loan may be called 'due' by the underlying lender upon transfer of title. The Seller cannot guarantee that the loan will not be called due when this transfer takes place. Both the Buyer and Seller agree to work in good faith to figure out a viable solution should this occur.

- Buyer Initials:_______________
- Buyer Initials:_______________

BUYER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION (Cont.)

12. CLOSING LAW FIRM DOES NOT REPRESENT EITHER PARTY: I acknowledge and understand that this transaction will close through an attorney's office, and that Attorney will be acting in an intermediary capacity and will not be able to give me legal advice. I acknowledge and understand that should I need legal advice, I should seek out my own independent counsel.

- Buyer Initials:_______________
- Buyer Initials:_______________

13. NO OTHER PROMISES: I have not been promised anything other than what is described in the Contract I have been presented with. There are no unresolved issues, no other agreements, nor are there other terms not disclosed in the Contract.

- Buyer Initials:_______________
- Buyer Initials:_______________

14. FULLY INFORMED AND NOT CONFUSED: I have signed the Contract being fully informed with a sufficient understanding of all terms and conditions contained therein. I am not confused about any aspect of The Contract.

- Buyer Initials:_______________
- Buyer Initials:_______________

15. ACCEPTANCE: I have reviewed and accepted the terms and conditions contained in the contract.

- Buyer Initials:_______________
- Buyer Initials:_______________

Buyer's Signature:____

Buyer's Printed Name: ____

Date Signed:____

Buyer's Signature:____

Buyer's Printed Name: ____

Date Signed:____

SELLER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION

Property Address:____

Seller(s) Printed Name(s):____

1. The seller hereby acknowledges and affirms that the nature of this transaction in accordance with Texas Property Code 5.016 does not warrant or merit the filing of a complaint with the Texas Real Estate Commission (TREC).

- Seller Initials:_______________
- Seller Initials:_______________

2. The seller acknowledges that the existing mortgage loan will remain in the original seller's name and will not be paid off in full at closing. The seller acknowledges that the buyer is not assuming the mortgage, and that this is a wrap-around transaction where a second mortgage is being created on this transaction.

- Seller Initials:_______________
- Seller Initials:_______________

3. The seller acknowledges that the buyer makes no promises and is under no obligation to pay off the existing mortgage loan prior to the established amortization schedule.

- Seller Initials:_______________
- Seller Initials:_______________

4. The seller affirms and acknowledges that they will make no future claim to ownership of this property after closing.

- Seller Initials:_______________
- Seller Initials:_______________

5. After closing, the seller affirms and avows not to engage in any behavior or take any actions that could result in the loan being called due.

- Seller Initials:_______________
- Seller Initials:_______________

6. The seller affirms that they had the capacity and sufficient time to obtain legal counsel, and/or representation from a licensed real estate agent if so desired.

- Seller Initials:_______________
- Seller Initials:_______________

SELLER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION (Cont.)

7. The seller hereby acknowledges and affirms that they maintain responsibility of paying the underlying mortgage and any existing liens after closing., regardless of whether or not payment is received from the buyer.

- Seller Initials:_______________
- Seller Initials:_______________

8. The seller hereby acknowledges and affirms that if the seller is in default of making the payments on the underlying lien(s), that the buyer shall have the ability to make those payments directly and receive credit towards this loan.

- Seller Initials:_______________
- Seller Initials:_______________

9. The seller affirms and acknowledges that they are not under duress; that they are not under the influence of any intoxicating substances, and that they have no prevailing medical conditions that prevent them from executing the closing documents with a sound mind and conscience.

- Seller Initials:_______________
- Seller Initials:_______________

10. The seller acknowledges that should the buyer have to defend themselves against future claims filed by the seller, the buyer shall be entitled to damages and fees including but not limited to reasonable legal fees @ $300/hr, and the buyer/investor's time at @ $150/hr.

- Seller Initials:_______________
- Seller Initials:_______________

11. DUE ON SALE CLAUSE: I fully acknowledge that a transfer of title may be against the underlying loan's terms. I understand that there is a possibility that the underlying loan may be called 'due' by the underlying lender upon transfer of title. The Buyer cannot guarantee that the loan will not be called due when this transfer takes place. Both the Buyer and Seller agree to work in good faith to figure out a viable solution should this occur.

- Seller Initials:______________
- Seller Initials:______________

SELLER ACKNOWLEDGEMENTS OF PRE-CLOSING DISCLOSURES

WRAPAROUND OWNER FINANCING TRANSACTION (Cont.)

12. CLOSING LAW FIRM DOES NOT REPRESENT EITHER PARTY: I acknowledge and understand that this transaction will close through an attorney's office, and that Attorney will be acting in an intermediary capacity and will not be able to give me legal advice. I acknowledge and understand that should I need legal advice, I should seek out my own independent counsel.

- Seller Initials:______________
- Seller Initials:______________

13. NO OTHER PROMISES: I have not been promised anything other than what is described in the Contract I have been presented with. There are no unresolved issues, no other agreements, nor are there other terms not disclosed in the Contract.

- Seller Initials:______________
- Seller Initials:______________

14. FULLY INFORMED AND NOT CONFUSED: I have signed the Contract being fully informed with a sufficient understanding of all terms and conditions contained therein. I am not confused about any aspect of The Contract.

- Seller Initials:______________
- Seller Initials:______________

15. ACCEPTANCE: I have reviewed and accepted the terms and conditions contained in the contract.

- Seller Initials:______________
- Seller Initials:______________

SELLER PRINTED NAME: ____

SELLER SIGNATURE:_________________________________DATE:______________

SELLER PRINTED NAME: ____

SELLER SIGNATURE:_________________________________DATE:______________

NOTICE OF CONVEYANCE OF RESIDENTIAL PROPERTY ENCUMBERED BY LIEN

PURSUANT TO TEXAS PROPERTY CODE SECTION 5.016

WARNING: ONE OR MORE RECORDED LIENS HAVE BEEN FILED THAT MAKE A CLAIM AGAINST THIS PROPERTY AS LISTED BELOW. IF A LIEN IS NOT RELEASED AND THE PROPERTY IS CONVEYED WITHOUT THE CONSENT OF THE LIENHOLDER, IT IS POSSIBLE THAT THE LIENHOLDER COULD DEMAND FULL PAYMENT OF THE OUTSTANDING BALANCE OF THE LIEN IMMEDIATELY. YOU MAY WISH TO CONTACT EACH LIENHOLDER FOR FURTHER INFORMATION AND DISCUSS THIS MATTER WITH AN ATTORNEY

____, **Seller(s),** hereby provides notice to ____, **as Purchaser(s),** pursuant to Texas Property Code, Section 5.016 as follows:

The common address of the property is:____

The legal description of the property in question is as follows:_____________________________________

____

1. **The name, address and phone number of the lienholder against the Property is as follows:**
   - Original Lender:____
   - Current Lender/Servicer:____
   - Servicer Address:____
   - Servicer Phone #____

2. **Loan #____**
   - Principal Balance Amount:___________________________________(this is not a payoff)
   - Interest Rate: ____________%
   - Current Monthly Mortgage Payment Amount:_______________________________________

3. **The lienholder has not consented to the transfer of the Property at: ___________________________**

4. **For the existing insurance policy relating to the Property, the following applies:**
   - The name of the Insurer is____
   - The amount for which the Property is insured is $______________________
   - The Property that is insured is_______________________________________

5. **Property Taxes Owed During Current or Most Recent Tax Year: $______________**

THE PARTIES TO THIS TRANSACTION HAVE AGREED NOT TO GIVE NOTICE TO THE LENDER OF THE INTENDED PROPERTY TRANSFER.

NOTICE REGARDING PROPERTY INSURANCE:

ANY INSURANCE MAINTAINED BY A SELLER, LENDER, OR OTHER PERSON WHO IS NOT THE BUYER OF THIS PROPERTY MAY NOT PROVIDE COVERAGE TO THE BUYER IF THE BUYER SUFFERS A LOSS OR INCURS LIABILITY IN CONNECTION WITH THE PROPERTY. TO ENSURE THE BUYER'S INTERESTS ARE PROTECTED, THE BUYER SHOULD PURCHASE THE BUYER'S OWN PROPERTY INSURANCE. BEFORE PURCHASING THIS PROPERTY, YOU MAY WISH TO CONSULT AN INSURANCE AGENT REGARDING THE INSURANCE COVERAGE AVAILABLE TO YOU AS A BUYER OF THE PROPERTY.

BUYER PRINTED NAME:____

BUYER/PURCHASER SIGNATURE:______________________________**DATE:**________________

BUYER PRINTED NAME:____

BUYER/PURCHASER SIGNATURE:______________________________**DATE:**________________

SELLER PRINTED NAME:____

SELLER SIGNATURE:______________________________**DATE:**____________________________

SELLER PRINTED NAME:____

SELLER SIGNATURE:______________________________**DATE:**____________________________

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):	$350.00		
Prepaid Pro-Rated Interest			
1st Year Homeowners Insurance Premium			
Loan Servicing Onboarding Fee			
Transaction Coordination Fee (if applicable)			
Realtor Commissions (if applicable)			
Initial Escrow Deposit (if applicable)			
RMLO Fee (if applicable)			
Lien Payoff (if applicable)			
HOA Resale Package and/or Transfer Fees			
Other Closing Fee:___________________			
TOTAL PROJECTED CLOSING COSTS		**$**_____________	**$**_____________

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:____