SUBJECT TO PRE-CLOSING CHECKLIST

Thank you for choosing C. Jackson Law Firm, PLLC to close your Subject To transaction. To allow your transaction to process as smoothly as possible, please have the following documents submitted and forms filled out and returned at the time you submit your contract.

PLEASE READ THROUGH THE INSTRUCTIONS AND PRECLOSING CHECKLIST CAREFULLY. Billing and Timing will Occur as Detailed Below and notated on the Fee Sheet, there will be no Exceptions Made.

*******CHECKLIST MUST READ**

DOCUMENTATION & PAYMENT REQUIRED

1. ***EXECUTED PURCHASE & SALES AGREEMENT*** (you may use the one included in the pre-closing package or a TREC Contract).
   a. ***CLOSING DATE*** **Must be for 7-10 business days after submission of the contract and payment of non-refundable deposit**. **We will not close on files earlier than 5 business days from receipt of the contract and deposit Paid.** We request that you do not submit contract, until you have your deposit and can ensure payment of closing cost. **Any files that request a Closing within 5-6 business day *shall incur a $550.00 rush Fee (no exceptions).***
      i. **Files emailed or dropped off after 4:30pm on Monday-Thursday will be considered received the next business day. Please consider this when determining a closing date and if rush fees will apply.**
      ii. **Files emailed or dropped off after 4:30pm on Friday, will be considered received on the following Monday. Please consider this when determining a closing date and if rush fees will apply**
   b. ***LLC or Corporation:*** If Seller or Buyer is an LLC or Corporation, You Must submit all business documents detailing who is the authorized signors for the LLC or Corporation and documentation that the business remains active with the SOS.
2. ***CURRENT MORTGAGE STATEMENT***
   a. If mortgage requires a payment amount for reinstatement you must include this amount in the Contract
3. ***FULLY EXECUTED PRE-CLOSING PACKAGE*** (pre-closing disclosures, Texas 5.016 Disclosures, Authorization to Release Information, Sellers Info Sheet, and 1099-S Information Sheet)
4. ***ALL HOA INFORMATION – inclusive of*** transfer fees, balances and dues (we can submit a request for a transfer package for you but will need the HOA's information).
   a. If no HOA, Circle Here or Highlight: N/A
5. ***ADDITIONAL LIENS*** **-** inclusive of water softeners, solar panels, contractor liens, court judgements, IRS liens, child support liens, etc. (this list is not inclusive, but is provided as examples of liens).
   a. *If No additional Liens from the mortgage, Circle Here or Highlight:* N/A

ADDITIONAL DOCUMENTATION YOU MAY REQUEST

6. ***NAMES(S) OF SELLERS*** **- MAKE SURE NAMES FOR SELLERS ARE THE SAME AS REFLECTED ON THEIR DEED/ DEED OF TRUST.**
   a. **If they are now remarried/divorce or for any reason their name is DIFFERENT, include an also known as name on the contract and seller sheet that is consistent with their names as on their DL, ID, Passport or Green Card. We will draft the documentation as consistent with the names listed on the Contract and/or Land Trust. Any editing of documents based on improper name spelling given or name structure on documentation, will receive an upcharge of $250.00.**
7. **NAMES OF BUYERS - Must match names as identified on ID's, Business Documents and/or signature for Land Trust. Any editing of documents based on improper name spelling given or name structure on documentation, will receive an upcharge of $250.00.**
8. **Are you closing this property with a Land Trust or Revocable Trust?** Yes/No
   a. If So, do you need us to draft the Land Trust with an assignment of interest? Yes/No
      i. – The Associated Fee is $350.00 for Land Trust

******ALL DOCUMENTS MUST BE EMAILED TO CJACKSON@CJLAWSA.COM******

FAILURE TO PROVIDE COMPLETED DOCUMENTATION AND/OR PAYMENT TO LINK PROVIDED BY ATTORNEY ON RECEIPT OF DOCUMENTS WILL RESULT IN A DELAY IN CLOSING

CONTACT SHEET

Property Address:____

Seller(s) Info: (if more than two sellers please fill in addendum sheet)

***** MAKE SURE NAMES FOR SELLERS ARE THE SAME AS REFLECTED ON THEIR DEED/ DEED OF TRUST. If they are now remarried/divorce and name is different. Please put their also known name here and on the contract.**

Name(s): ____

Phone: ____

Email: ____

Address: ____

Name(s): ____

Phone: ____

Email: ____

Address: ____

Buyers Info: (if more than two buyers please fill in addendum sheet)

Name(s): ____

Phone: ____

Email: ____

Address: ____

Name(s): ____

Phone: ____

Email: ____

Address: ____

HOA Information

Name: ____

Phone: ____

Email: ____

Address: ____

Transfer Fees/Annual Fees/Delinquency: ___________________________________

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 I 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; I must remain impartial.

Being an intermediary means that any information disclosed by you to me 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, AND CHIANTE T. JACKSON, INDIVIDUALLY FROM ANY LIABILITY WHATSOVER.

Seller's Signature(s):

____ Date ________________

____ Date ________________

Buyer's Signature(s):

____ Date ________________

____ Date ________________

AGREEMENT FOR PURCHASE & SALE OF REAL ESTATE
(Subject To Transaction)

AGREEMENT dated this _____day of ___________________20___, by and between ____ ____hereinafter "**Seller(s)**", whose address is ____, and ____ hereinafter "**Buyer(s)**" (or its assignee or nominee) whose address is ____.

1. **THE PROPERTY.** The Seller agrees to sell and Buyer agrees to buy the following property, located in the Bexar County, State of Texas, Lot _____, Block _____, CB/NCB ___________ commonly known as ____. The sale shall also include all windows shades, blinds, screens, shutters, electric and plumbing fixtures and ______________________ ____.

2. **PURCHASE PRICE.** Buyer to pay the purchase price as follows (check all that applies):

☐ CASH DOWN PAYMENT due at closing in the amount .... $____________________

☐ REINSTATEMENT TO LENDER/OTHER PMT due at closing in the amount ....$____________________

☐ TAKE TITLE SUBJECT TO AN EXISTING **FIRST** TRUST DEED NOTE
held by ___________________________________ with an approximate unpaid amount of................... $____________________
payable $_______________ monthly until paid, including interest not exceeding _____%.

☐ TAKE TITLE SUBJECT TO AN EXISTING **SECOND** TRUST DEED NOTE
held by ________________________ with an approximate unpaid amount of .... $____________________
payable $_______________ monthly until paid, including interest not exceeding _____________%,

☐ OTHER MONIES OWED OR PAYABLE FOR CLOSING (IE. HOA LIENS) $ ___________________

☐ A PROMISSORY NOTE in the principal amount of...$____________________
For the Terms of the Note, see paragraph 10 below.

TOTAL PURCHASE PRICE IS THE AMOUNT OF...$____________________

Earnest Money: Earnest Money will be delivered and payable to C. Jackson Law Firm, PLLC in the amount of $______________, within ____days of signing this contract. Earnest Money will be credited to the sales price and/or closing costs.

Option Fee: : Option Money will be delivered and payable to C. Jackson Law Firm, PLLC in the amount of $_________________, within ____days of signing this contract. Option Money will not be credited to the sales price and/or closing costs.

Option Period: ________Days. There is no option period unless an option fee is paid.

3. **FINANCING.** Buyer will be taking the property subject to deed(s) of trust existing on the property and the underlying existing loans and is not expressly assuming responsibility through a formal assumption of said loans. Commencing on ______________________, 20_____, the Buyer shall pay all monthly obligations on the underlying loans and property taxes, assessments, insurance, and any other expenses related to the property.

If the actual loan balance of said loan is less than as stated herein, the purchase price shall be reduced to reflect the difference; if the actual loan balance is more than as stated herein, then Buyer's required cash payment shall be reduced accordingly. Seller agrees to waive any remaining balance of tax, MIP and insurance escrows, if any, held by the lender(s).

4. **CLOSING.** Closing will be held on or about _________________________, 20 _____, at a time and place at the **C. Jackson Law Firm.**
Responsible for Closing Cost ☐ Seller ☐ Buyer ☐ Shared Between Parties Equally.
The following Items will be prorated at closing: ☐ Homeowner's association dues, ☐ Other __________________________________
The Law Firm will not provide Title Insurance but will perform a title and tax search to determine what if any liens are affecting Title. Title Insurance companies will not provide Title Insurance when the underlying mortgage is not paid off.

5. **POSSESION.** ☐ Seller shall surrender possession to the property on day of closing.
☐ In the event possession is not delivered at closing, buyer shall withhold proceeds from the sale in the amount of $ __________________ as security deposit (see attached Holdover Occupancy Agreement).

6. **ADDITIONAL PROVISIONS.**

- Seller is aware that this loan will not be satisfied in full at closing and may continue to appear on Seller's credit file. Seller will provide Buyer with loan payment booklets and written permission to contact the holders of any debt secured by the property. At closing, Seller to execute a Limited Power of Attorney pertaining to the subject property, a Deed to transfer title, and sign a 3-page Disclosure.
- Both Seller and Buyer acknowledge that the deed(s) of trust securing the property stated above may contain a "due on sale" provision giving the lender an option to call the loan immediately payable if all or any part of the Property is sold or transferred without satisfying the said loans.

- ____

7. **DEFAULT BY BUYER.** If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as

liquidated damages and not as a penalty, all of the earnest money deposit specified in paragraph 2 above.

8. **DEFAULT BY SELLER.** If Seller fails to perform any of the agreements of this contract, Buyer shall be entitled to $5,000 for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance.

9. **OFFER.** This is an offer to purchase the Property on the above terms and conditions. Unless this offer is signed by Seller and personally received by Buyer, by ___________, at ___ AM/PM, the offer shall be deemed revoked and the deposit shall be returned.

10. **OTHER TERMS**: ____

Buyer(s): ____, **Date**: ______________________ 20_____.

Email: ____ Phone #(s): ___________________________________

Buyer(s): ____, **Date**: ______________________ 20_____.

Email: ____ Phone #(s): ___________________________________

Seller(s): ____, **Date**: ______________________ 20_____.

Email: ____ Phone #(s): ___________________________________

Seller(s): ____, **Date**: ______________________ 20_____.

Email: ____ Phone #(s): ___________________________________

C. JACKSON LAW FIRM, PLLC

SUBJECT TO FEE INFORMATION

Address:____

Buyer Name(s):____

Seller Name(s):____

The standard closing fees for a Subject To Transaction through C. JACKSON LAW FIRM, PLLC are **$1000 WITHOUT a deed of trust** (DOT) or **$1250 WITH a deed of trust (please circle one)**. These fees are allocated on a flat fee basis, payable to C. Jackson Law Firm. Closing fees include all document preparation and recording fees.

An initial non-refundable deposit of $600.00 is due and payable at the time this contract is submitted. This fee will be credited to the transaction fees at closing. If this closing is canceled or otherwise not finalized, the initial fee is not refundable.

Please check party, paying the non refundable deposit of $600.00 . Buyer_______ Seller________.

Deposit is due within 24 hours of contract receipt being sent.

Below, please designate the exact dollar amount of the Subject To Fees payable by each party.

Item	**Cost**	**PLEASE CHECK BOXES APPLICABLE TO YOUR TRANSACTIONS and who is paying or NA**
SUBJECT TO W/O A DOT and Filing Fees	$1,000.00 +$54.00 deed Recording fee= **$1,054.00**	Buyer________ Seller_________ or NA______
SUBJECT TO WITH A DOT	$1,250.00 + $110.00 recording Fee (Deed and DOT) = **$1,360.00**	Buyer________ Seller_________ or NA______
IN OFFICE NOTARY	**$110.00**	Buyer________ Seller_________ or NA______
LAND TRUST WITH ASSIGNMENT OF INTEREST	**$350.00**	Buyer________ Seller_________ or NA______
REMOTE NOTARY FEE	VARIES PER LOCATION AND NUMBER OF PARTIES THAT NEED A NOTARY	Buyer________ Seller_________ or NA______
Total FEES		

Signatures:

________________________________ Buyer _____________ Date

________________________________ Buyer _____________ Date

________________________________ Seller _____________ Date

________________________________ Seller _____________ Date

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C. JACKSON LAW FIRM, PLLC

PRE CLOSING DISCLOSURES

**************Please have Each Seller initial by Each box and sign and date the last page**

I/we, ____ (Seller), on this ____________**day of** ________________ **20**___, have been presented with a contract to sell the property commonly known as ____ (property) to ____ **and/or assigns** (Buyers) and or assigns. I further state as follows:

______1. **UNDERLYING MORTGAGE NOT PAID OFF**: I fully understand and acknowledge that under the terms of the Contract presented to me that my underlying mortgage will **NOT** be paid off at closing. I agree and acknowledge that this is a "Subject To Transaction" and that the loan could stay in my name for the duration of the loan term.

______2. **NOT A LOAN ASSUMPTION**: I acknowledge and understand fully that this transaction is not an official assumption of my loan. My loan will remain in my name and could remain in my name for the duration of the loan.

______3. **LOAN IN NAME**: I understand that the loan for this property will stay in my name, and it could stay in my name until the loan is matured. The Buyer has the right to keep the loan in my name for the length of the remaining loan time. This might affect my ability to secure additional credit at some future time.

______4. **DUE ON SALE**: I fully agree and acknowledge that a transfer of title may be against my loan terms. I understand that there is a possibility that my loan may be called 'due' by the lender upon transfer of title and that the Buyer is not guaranteeing that they will pay the loan off if this happens. The Buyer has no intentions of defaulting on the loan or harming the seller's credit. The Buyer cannot guarantee that the loan will not be called due when this transfer takes place. The Buyer will, however, in good faith, assist the seller in trying to figure out a solution with the mortgage company if this situation were to arise. The Buyer will attempt in good faith to negotiate any secondary liens or additional judgments.

______5. **DEED OF TRUST TO SECURE PAYMENT**: I understand and acknowledge that I may request that buyer sign a Deed of Trust to Secure payment at closing. I understand and acknowledge that if Buyer and I agree to not have a Deed of Trust to Secure Payment, my only recourse for nonpayment of my loan by buyer is to sue for breach of contract.

______6. **LEGAL COUNSEL ADVISED**: I acknowledge I am being advised to seek independent legal counsel to review the Offer to Purchase/Agreement.

______7. **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.

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PRE-CLOSING DISCLOSURES CONTINUED

______8. **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.

______9. **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.

______10. **ACCEPTANCE**: I have reviewed the terms and conditions contained in the contract and have accepted Buyer's offer to purchase the property.

Acknowledged by:

_________________________________ ____________
Date
(Seller)

_________________________________ ____________
Date
(Seller)

_________________________________ ____________
Date
(Buyer)

_________________________________ ____________
Date
(Buyer)

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C. Jackson Law Firm
CLOSING INSTRUCTIONS

1. All parties shall have access to MyCase. You will receive a Welcome MyCase Email, once your file has been set up. Your login will be the email provided on the closing documents. Each party must set up a password in MyCase to review documents. All completed and signed documents will be uploaded into each individual parties MyCase Portal.

2. REVIEW DOCUMENTS Upon receipt of the closing documents, please review them for accuracy (look at dates, spelling of names, addresses, numbers, cash amounts and spelling of names). Review the documents to ensure you understand what you are signing, and if you have any questions or concerns, please call us regarding a concern or error in the drafting documents only. The Law Firm is acting as an intermediary, so we cannot give any advice on the acceptability of your contract terms and how your deal should be structured.

3. CLOSING INSTUCTIONS
    a. ***CLOSING AT C JACKSON LAW FIRM***
        i. Notary Cost are not included and must be paid upon closing.
        ii. Once all parties have signed, we will upload a completed signed copy into MyCase for all parties that are set up via the appropriate MyCase link you received upon emailing us your contract documents.
        iii. Distribution of Wire payments will be sent once completed/signed closing documents are uploaded or returned and wire forms appropriately filled out for monetary distribution.
        iv. For all eligible E-file counties, we will file the respective documents in the appropriate county and provide the final filed copies in MyCase as well for all parties to see.
            1. For counties not eligible for E-file, we will mail to appropriate counties that allow for mailing
                a. If E-file nor Mail, are available for filing, you will be responsible for filing in the appropriate county.

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b. ***CLOSING REMOTELY (*NOT AT OUR LAW OFFICE)**

i. If you are signing at a remote location- please sign and execute all documents— Some documents will need to be signed in the presence of a notary, and you will be responsible for providing and paying for the Notary of your own choosing.

ii. Once the documents are signed/notarized, please SCAN a copy of the documents into MyCase portal. If you want the Law Firm to file, the deed and/or deed of trust- The original copies MUST BE dropped off within two business days OR mailed Priority mail to :

C. Jackson Law Firm, PLLC
11535 Galm Rd., Ste 101
San Antonio, Texas 78254

4. **<u>TO WIRE CLOSING FUNDS AND/OR ATTORNEY CLOSING COST</u>**

Closing Funds- Please wire **<u>Earnest Money and Option Fee Money</u>** to the following:

C. Jackson Law Firm IOLTA
Frost Routing Number: 114000093 Account No: 210061883

MEMO: Please put property address and name of party remitting funds in the Memo section and what those funds should cover.ie- 999 east street, Earnest Money and Option Money

Do Not Wire Attorney Fees and Earnest Money in the same transaction. These funds are separate and distinct. Earnest/Option and Attorneys fees have two different wire numbers.

Call the Law Firm to Confirm that Funds are received at 210-739-0080.

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5. REAL ESTATE COMMISSIONS are paid out of Closing Cost, real estate agents should upload their documentation supporting their Fees/Percentages, and where closing funds should be sent prior to Closing (i.e. -Brokerage fees vs. Agent Fees re paid…… via wire or cashier Check, ahead of time). Fees for cashier's check are $10.00 per check issued, wire payments are $35.00 per wire sent.

6. WIRE FEES are $35.00 per wire sent out to receiving parties. This Cost will be calculated on our end when we send out the final payments if you elect to receive FUNDS via wire.

7. **ATTORNEY'S CLOSING COST** MUST BE PAID in one of three ways.
   a. Prior to Closing (Sent in CASHIER'S CHECK, ZELLE, OR WIRE)
      i. **Per the pre-closing packet, a portion of the closing funds must be paid in advance before any documents are drafted.**

      ii. **ZELLE**- We prefer Zelle Payments as they transfer immediately. Do not Zelle a payment before your case has been confirmed as all documents submitted and you have received a receipt of Contract. YOU MUST call the law firm if you pay via Zelle, so we can issue a receipt and track the payment. **Do not Zelle Earnest Money or Option Fees**
      Zelle: CJackson@CJLawSA.Com

      iii. **WIRE:** Please wire the **Initial Non-Refundable Deposit** to the following:

C. Jackson Law Firm Business
Frost Routing Number: 114000093 Account No: 210061867

      iv. **CASHIER'S CHECK**- made payable to C Jackson Law Firm at 11535 Galm Road, Ste 101, San Antonio, Texas 78254

      MEMO: Please put property address and name of party remitting funds in the Memo section and what those funds should cover.ie- 999 east street, attorney fees and HOA payment)

If you have any questions, concerns, or the documents need to be updated, please let me know as soon as possible.

We thank you for choosing C Jackson Law Firm, to facilitate your closing transaction, and look forward to working with you.

Best Regards,

The Staff at C Jackson Law Firm
C. Jackson Law Firm, PLLC
11535 Galm Rd., Suite 101
San Antonio, Texas 78254
210.739-0080- Phone
210.964-4670 – Facsimile

________ _______**Initials Seller(s)** ________ _______

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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 address of the property is

____
___________________________________ and 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:

____

____

____

____

2. Loan Information (Acct No._________________):

a) Principal Balance: $_________________ Current Payoff: $

b) Interest Rate: ______________% Monthly Payment: $

3. The lienholder has not consented to the transfer of the Property to

4. For the existing insurance policy relating to the Property, the following applies:
a) The name of the Insurer is _____________________________
b) The name of the Insured is _____________________________________
c) The amount for which the Property is insured is $___________________
d) The Property that is insured is

Dated this the _______day of ___________________, 202___.

Purchaser(s):______________________________ **Date:**________________

______________________________ **Date:**________________

Seller(s):__________________________________ **Date:**________________

______________________________ **Date:**________________

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

NOTICE OF CONVEYANCE OF RESIDENTIAL PROPERTY ENCUMBERED BY LIEN PURSUANT TO TEXAS PROPERTY CODE SECTION 5.016

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.

Dated this the ______day of ___________________, 2025

Purchaser(s):______________________________ **Date:**________________

______________________________ **Date:**________________

Seller(s):______________________________ **Date:**________________

______________________________ **Date:**________________

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AUTHORIZATION TO RELEASE INFORMATION

Authorization dated this ______day of ____________________, 20____.

Borrower(s): ____

Date of Birth: __________________

SSN: _______________________

Property Address: ____

Lender Name: ______________________

Loan Number: ______________________

Lender Phone number: ____________________

Lender Fax number: ____________________

I/We the undersigned hereby authorize you to release information regarding the above referenced loan to C. Jackson Law Firm, PLLC and ________________________ and/or their agents/assigns. This form may be duplicated in blank and/or sent via facsimile transmission. This authorization is a continuation authorization for said persons to receive information about my loan, including duplicates of any notices sent to me regarding my loan.

__________________________________	_________________________________
Borrower- Print Name	Borrower- Print Name
__________________________________	__________________________________
Borrower- Signature	Borrower- Signature

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AUTHORIZATION TO RELEASE INFORMATION

Authorization dated this ______day of ___________________, 20___.

Borrower(s): _______________________________________

Date of Birth: _________________

SSN: ______________________

Property Address: ____

Lender Name: _____________________

Loan Number: _____________________

Lender Phone number: ___________________

Lender Fax number: ___________________

I/We the undersigned hereby authorize you to release information regarding the above referenced loan to C. Jackson Law Firm, PLLC and ______________________ and/or their agents/assigns. This form may be duplicated in blank and/or sent via facsimile transmission. This authorization is a continuation authorization for said persons to receive information about my loan, including duplicates of any notices sent to me regarding my loan.

________________________________ ________________________________

Borrower- Print Name Borrower- Print Name

________________________________ ________________________________

Borrower- Signature Borrower- Signature

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Information to assist Sellers in the completion of the 1099-S Certification and 1099-S Input Form

To comply with IRS regulations, requiring reporting of the sale or exchange of Real Property, follow the instructions below:

Step 1
Each Seller must complete a 1099-S Exemption Form (Husband and Wife must each complete a separate form).

Step 2
1. A) If all questions are answered "True or Yes" on the 1099-S Exemption Form, return the completed and signed form to C. Jackson Law Firm, PLLC. DO NOT complete the 1099-S Input Form. No additional steps are required.
2. B) If you answered "False or No" to any question on the 1099-S Exemption Form, continue to Step 3.

Step 3
Each seller who does not answer "True/Yes" to all questions on the 1099-S Exemption form, must complete and sign the attached 1099-S Input form. Return the completed 1099-S Input Form to your escrow officer. (if you do not know all the information, leave it blank and we will fill it in)

> **Husband and wife** filing joint returns need only complete one 1099 Input Form (and one percentage allocation of 100%).
> **TRUSTS:** Trusts are not automatically exempt from receiving 1099s. If the Trust has not been issued it's own Tax I.D. number then each trustee must complete the form with the social security number to be used and the name, as it appears on tax return, with the percentage allocation for each trustee. If the Trust has it's own TIN then enter the Trust Tax I.D. number and the legal name as it appears on the tax return.
> **ESTATES:** If using the decedent's social security to file tax return, then use the decedents name. If the Estate has been issued it's own TIN, then use Estate of John Smith and the TIN assigned to that Estate name.
> **CONSERVATORSHIPS:** If a Minor, use the Name and social security number assigned to that minor. If an Elder, use the Elder's name and social security number that the tax return will be filed under.
> **PARTNERSHIPS/LLC (Limited Liability Company):** Are not automatically exempt. The name and tax I.D. number for the partnership, one 1099 will be issued to one partner. (If volume transferor please provide documentation.)
> *Corporations, Non-profits, government entities, 1031 Exchanges, Refinance, Bankruptcy, Deed in Lieu of Foreclosure, Bulk Sales and Volume Transferors (more than 25 transactions per year)* ***are automatically exempt.***

The IRS wants the social security number that was assigned to the name (as it appears on IRS records) **that will be filing the tax return reporting the sale of this property in this transaction.**

(In some cases this may not be the same name as the Seller(s) on the Grant Deed. i.e. Decedents cannot convey property. Trusts cannot convey property.)

ALL SELLERS - COMPLETE THE 1099-S CERTIFICATION
COMPLETE THE 1099-S INPUT FORM - ONLY IF APPLICABLE

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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. Name:

2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchange.

3. Taxpayer Identification Number (TIN): ________________________
(SSN or ITIN - required for filing)

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 _____________________________________

To qualify for this exemption each seller, including husband and wife sellers, must sign a separate form answering “True” to all the required questions.

If all questions are NOT answered “True” on this form, this form is not needed, and seller(s) must fill out the 1099-S Input Form.

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. Name:

2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchange.

3. Taxpayer Identification Number (TIN): ________________________

(SSN or ITIN - required for filing)

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 (d) I intend to file a joint return for the year of the sale or exchange, (e) 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 (f) 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 ____________________________________

To qualify for this exemption each seller, including husband and wife sellers, must sign a separate form answering “True” to all the required questions.

If all questions are NOT answered “True” on this form, this form is not needed, and seller(s) must fill out the 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.

1099-S INPUT FORM

Company Number	Office Number	Type	Escrow Number	Actual Closing Date
		☐ Add ☐ Change ☐ Delete	____________	

SUBJECT PROPERTY INFORMATION

STREET ADDRESS OR BRIEF FORM OF LEGAL DESCRIPTION (FOR VACANT LAND, USE APN, COUNTY AND STATE)
CITY STATE ZIP CODE

TRANSACTION DATA

CONTRACT SALES PRICE	No. OF 1099-S forms	2 OR MORE 1099 FORMS - S	BUYERS PART OF REAL ESTATE TAX	CONTINGENT TRANSACTION	EXCHANGE
(Line 401 of HUD-1 form) Note: If this is an exchange, provide total dollar value of cash, notes and debt relief received by this exchanger.	required for the sale of this property	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	Show any real estate tax, on a residence, charged to the buyer at settlement.	Is this a contingent transaction wherein gross proceeds cannot be determined with certainty at time of closing?	Was (or will there be) other property services received?
$ ____________		$ ____________	$ ____________	☐ Yes	☐ Yes

SELLER INFORMATION - PLEASE PRINT CLEARLY

SELLER'S LAST NAME FIRST NAME M.I.
SELLER'S **FORWARDING** STREET ADDRESS
CITY STATE ZIP CODE (or country if not USA)

SELLER'S SOCIAL SECURITY NUMBER OR	SELLER'S TAX IDENTIFICATION NUMBER
You are required by law to provide your closing agent with your correct Taxpayer Identification Number. If you do not provide your closing agent with your correct Taxpayer Identification Number; you may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986, under Internal Revenue Code Sections 6045(E), 6676, 6722, 6723 and 7203.	Under penalties of perjury, I certify that the number shown above is my correct Taxpayer Identification Number. ____________________ ____________ Seller's Signature Date Signed

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SELLER INFORMATION SHEET

Seller(s) Information

Seller #1 full name (First, Middle and Last):____

Seller Birthday: ___/ ___/ _______Seller DL Number: _________________Seller SSN:_______________________

Current Address:____

Past Addresses (last 10 years):____

____

____

Marital Status: _____________________________________

Seller #2 full name (First, Middle and Last):____

Seller Birthday: ___/ ___/ ______ Seller DL Number: _________________ Seller SSN:_______________________

Current Address:____

Past Addresses (last 10 years):____

____

____

Marital Status: _____________________________________

Names on Title

Is seller(s) only name on title? ☐ Yes ☐No –if no, who else is on title?_______________________________

Relation to Seller(s)___________________________

Are they alive? ☐ Yes ☐No –if no, do they have a will? ☐ Yes ☐No –if no, may need Affidavit of Heirship

Marital History

Marriage? ☐No ☐Yes – If yes, Spouses name: ___________________ Date of Marriage:___/ ___/ ______

Did spouse live in property? ☐No ☐Yes – If yes, include in contract.

Divorce? ☐No ☐Yes – If yes, County/State___________________ Date of Divorce: ___/ ___/ ______

Death? ☐No ☐Yes – If yes, need copy of Death Certificate

Is there a will? ☐No ☐Yes – If yes, is it probated? ☐No ☐Yes ☐Currently in probate

Mortgage Info

Do you have a Recent Statement? ☐No ☐Yes

Lender Name_____________________________________ Loan Number______________________

Delinquent on Payments? ☐No ☐Yes

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

BUYER INFORMATION SHEET

Buyer(s) Information

Buyer #1 full name (First, Middle and Last):____

Buyer Birthday: ___/ ___/ _______ Buyer DL Number: ________________Buyer SSN:_______________________

Current Address:____

Marital Status: _____________________________________

Buyer #2 full name (First, Middle and Last):____

Buyer Birthday: ___/ ___/ ______ Buyer DL Number: ________________ Buyer SSN:______________________

Current Address:____

Marital Status: _____________________________________

Marital History

Marriage? ☐No ☐Yes – If yes, Spouses name: ___________________ Date of Marriage:___/ ___/ ______

Did spouse live in property? ☐No ☐Yes – If yes, include in contract.

Divorce? ☐No ☐Yes – If yes, County/State__________________ Date of Divorce: ___/ ___/ ______

Death? ☐No ☐Yes – If yes, need copy of Death Certificate

Is there a will? ☐No ☐Yes – If yes, is it probated? ☐No ☐Yes ☐Currently in probate

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

REAL ESTATE PROTECTION TRUST ("LAND TRUST") INFORMATION SHEET

(ONLY COMPLETE IF APPLICABLE)

Desired Name of "Land Trust"______________________________

Property Address____________________________________

Sellers(s) Information

Sellers #1 Full name (First, Middle and Last):____

Sellers #2 Full name (First, Middle and Last):____

Primary Trustee (Name, Address, Date of Birth)____

Successor Trustee (Name, Address, Date of Birth) _______________________________________

Beneficiary Information (Who will be assigned the Beneficial Interest/Buyer)___________________________________

If you are transferring beneficial interest to an <u>LLC</u>, please provide the correct and full name of the LLC. Also, provide the names of the managers (persons who would sign on behalf of the LLC)