

NAME AFFIDAVIT

Date: _____

Loan Number: _____

_____ certify that the _____ of the
_____ listed below _____ one and the same person.

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

Date: _____

STATE of _____

County of _____

Personally appeared _____ known to me, or satisfactorily proven to be the
_____ whose _____ subscribed to
the foregoing instrument and acknowledged that _____ executed the same for the purposes therein
contained.

Before me,

Justice of the Peace/Notary Public
My Commission Expires: _____

File Number: _____

Date: _____

TO: _____

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest located at:

_____ by _____

I hereby certify to the following (if an entity transferor, on behalf of the transferor):

INDIVIDUAL TRANSFEROR(S):

- 1. I am not a nonresident alien for purposes of U.S. income taxation;
- 2. My U.S. taxpayer identification number (Social Security number) is:

My home address is:

CORPORATION, PARTNERSHIP, TRUST OR ESTATE TRANSFEROR(S):

- 1. _____ (name of transferor) is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax regulations);
- 2. _____ (name of transferor) U.S. employer identification number is _____ and;
- 3. _____ (name of transferor) office address is _____

_____, (name of transferor) understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statements I have made here (or, for entity transferor, contained herein) could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete (and, for entity transferor, I further declare that I have authority to sign this document on behalf of _____ (name of transferor).

Dated: _____

NOTICE TO TRANSFEROR AND TRANSFEREE:

An affidavit should be signed by each individual or entity transferor to whom or which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction or to the definition of any of the terms used, should be referred to a certified public accountant, attorney, or other professional tax advisor, or to the Internal Revenue Service.



AGREEMENT TO HOLD CHECK(S)

I/We hereby agree to hold any and all checks released to us to be held in escrow until notification by _____ that funds are clear to be disbursed on property located at

_____ which closed on _____.

We understand that it is important that these funds not be deposited or disbursed until such time that we are contacted by _____.

NAME OF LAW FIRM:

NAME OF ATTORNEY

(Signature of Attorney)

Date: _____

Witness

Re: _____ to

File # _____



AGREEMENT TO HOLD CHECK(S)

I/We hereby agree to hold any and all checks including but not limited to commission checks & sellers' proceeds checks released to us to be held in escrow until notification by _____ that funds are clear to be disbursed on property located at _____

which closed on _____.

We understand that it is important that these funds not be deposited or disbursed until such time that we are contacted by _____.

NAME OF COMPANY:

NAME OF BROKER

(Signature of Broker/Agent)

Dated: _____

Witness

Re: _____ to

File # _____



AUTHORIZATION TO PHOTOCOPY
DRIVER'S LICENSE AND/OR
NON-DRIVER'S IDENTIFICATION CARD

I hereby authorize _____ to photocopy my driver's license and/or my non-driver's identification card, one of which shall contain a photograph of me, for the purpose of verifying my identity and complying with all laws, rules and regulations regarding identity verification and financial transactions, including but not limited to the USA Patriot Act and NH RSA 263.

I hereby further authorize _____ to scan, record, retain or store in any electronic or non-electronic form or format this photocopy of my driver's license and/or my non-driver's identification card and the personal information obtained from my driver's license and/or my non-driver's identification card for the purposes stated above.

I hereby further authorize _____ to provide a photocopy of my driver's license and/or my non-driver's identification card and/or the personal information obtained therefrom to the bank, mortgage company or other financial institution granting me a loan of near or even date herewith.

My authorization is limited by _____ and subject to the obligations of _____ contained in the _____ Privacy Policy, which I have executed of near or even date herewith.

Dated: _____

_____	_____
_____	_____
_____	_____

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
DECLARATION OF CONSIDERATION
RSA 78-B:10

PLEASE PRINT OR TYPE

STEP 1 Purchaser Grantee Assignee Transferee	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	NUMBER & STREET ADDRESS		
	ADDRESS (CONTINUED)		
CITY TOWN, STATE & ZIP CODE			

STEP 2 Seller Grantor Assignor Transferor	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	NUMBER & STREET ADDRESS		
	ADDRESS (CONTINUED)		
CITY TOWN, STATE & ZIP CODE			

STEP 3 Real Estate Property	MUNICIPALITY		
	BOOK NO.	PAGE NO.	COUNTY
	BRIEF DESCRIPTION: (SUCH AS MAP AND LOT NUMBERS; LOCATED AT 17 ELM STREET, AUBURN, OR 10 ACRES, FARM HOUSE AND BARN KNOWN AS SMITH FARM, MILL ROAD, MILTON.)		

STEP 4 Transfer Date	DATE OF TRANSFER:	MONTH	DAY	YEAR
---------------------------------------	-------------------	-------	-----	------

STEP 5 Figure The Tax		Purchaser	Seller
	(a) FULL PRICE OR CONSIDERATION FOR THE REAL ESTATE	\$	\$
	(b) ROUND LINE 5(a) UP TO THE NEAREST \$100	\$	\$
	(c) DIVIDE LINE 5(b) BY \$100	\$	\$
	(d) TAX RATE PER \$100 AT TIME OF TRANSFER (See instructions)	\$	\$
	(e) SUBTOTAL OF TAX [Line 5(c) multiplied by 5(d)]	\$	\$
	(f) TOTAL TAX PAID TO COUNTY	\$	\$
(Sum of purchaser & seller subtotals rounded to the nearest whole dollar)		DO NOT MAIL PAYMENT WITH THIS FORM.	

STEP 6 Special Circumstances	Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value? <input type="checkbox"/> NO <input type="checkbox"/> YES, if yes, please explain.

STEP 7
Signatures
Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete.

FOR DRA USE ONLY	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	WITNESS SIGNATURE (IN INK)	DATE	WITNESS SIGNATURE (IN INK)	DATE

MAIL NH DEPT OF REVENUE ADMINISTRATION
TO: 45 CHENELL DRIVE, PO BOX 1324
CONCORD NH 03302-1324

CD-57
Rev 6/02

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION (RSA 78-B)
GENERAL INSTRUCTIONS

WHAT IS REAL ESTATE TRANSFER TAX	It is a tax on the transfer, sale or granting of real property or an interest in real property. Where the price or consideration is \$4,000 or less there is a minimum tax of \$20 to both, the purchaser and the seller. See the tax rate chart in Step 5 below for applicable tax rates.
WHAT IS FAIR MARKET VALUE	Rev 801.05 "Fair market value" means the price property would command if sold by a seller who is willing, but not compelled, to sell and purchased by a purchaser who is willing, but not compelled, to purchase.
WHAT IS PRICE OR CONSIDERATION	Price or consideration means the amount of money, or other property and services, or property or services valued in money which is given in exchange for real estate, and measured at a time immediately after the transfer of the real estate.
WHEN TO FILE	A Declaration of Consideration, Form CD-57, and an Inventory of Property Transfer, Form PA-34, formally known as Real Estate Transfer Questionnaire, must be filed with the Department of Revenue Administration within 30 days of recording the deed.
WHO MUST FILE	The purchaser, grantee, assignee, or transferee must file the Declaration.
ARE THERE EXCEPTIONS	Yes, there are exceptions. Please see attached checklist to determine if any exemptions are applicable to your transfer.
WHO MUST PAY	The tax is assessed on both the purchaser and the seller, with a minimum charge of \$20 each. The tax is paid at the Register of Deeds office in the county where the property is located. Do Not send the tax payment with this Declaration.
WHERE TO FILE	File the Declaration of Consideration with: NH Department of Revenue Administration, Documents Processing Division, PO Box 1324, Concord, NH 03302-1324.
NEED HELP	Contact the Collection Division at (603) 271-3701 with questions concerning this form, Monday through Friday, 8:00 am - 4:30 pm. All written correspondence to the Department should include the taxpayer name, the name of a contact person and a daytime telephone number.
NEED FORMS	To obtain additional forms please call (603) 271-2192. Copies of Form CD-57 may also be obtained from our web site at www.state.nh.us/revenue . An original (not photocopied) Form PA-34 must also be obtained for filing whenever a sale or transfer of real estate occurs. Contact the Department at (603) 271-2687 if you need an original Form PA-34.
TDD ACCESS	Hearing or speech impaired individuals may call: TDD Access: Relay NH 1-800-735-2964. Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

LINE-BY-LINE INSTRUCTIONS

STEP 1	Purchaser: Enter the full name and address of the purchaser(s), grantee(s), assignee(s) or transferee(s) and the social security number(s) or federal employer identification number(s). Please attach a supplemental schedule for 3 or more purchasers.
STEP 2	Seller: Enter the full name and address of the seller(s), grantor(s), assignor(s), or transferor(s) and the social security number(s) or federal employer identification number(s). Please attach a supplemental schedule for 3 or more sellers.
STEP 3	Property location and description: Enter the municipality where the property is located and give a brief description of the property in the space provided. Enter the book number, page number and the county where the property transferred is recorded.
STEP 4	Enter the date of the transfer.
STEP 5	<p>Price or consideration and tax calculation for both the purchaser and the seller: Enter the results of the calculations below for both the purchaser and the seller in the columns provided.</p> <p>Line 5 (a) Enter the full price or consideration paid for the real estate transferred.</p> <p>Line 5 (b) Round the amount on Line 5 (a) up to the nearest \$100.</p> <p>Line 5 (c) Divide the amount on line 5 (b) by \$100. Prior to 1990 contact the Department</p> <p>Line 5 (d) Enter the tax rate, for both the purchaser and the seller, in effect as of the date of transfer. (See tax rate chart above).</p> <p>Line 5 (e) Enter the subtotal of the tax for both the purchaser and the seller by multiplying 5(c) by 5(d).</p> <p>Line 5 (f) Enter the total of Line 5 (e) for the purchaser plus 5(e) for the seller, rounded to the nearest whole dollar.</p>
STEP 6	Special Circumstances: Check the appropriate box. If yes, describe in the space provided any special circumstances which resulted in the property being transferred at either more or less than its fair market value.
STEP 7	Signatures: Signatures, in ink, of both the purchaser(s) and the seller(s) are required. The signatures, in ink, must be witnessed and dated in the spaces provided.

TAX RATE CHART	
1999 - Present	\$0.75 per \$100
1994 - 1998	\$0.50 per \$100
1990 - 1993	\$0.525 per \$100
Prior to 1990 contact the Department	

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION
QUICK CHECKLIST

TAXABLE TRANSFERS

The tax on the transfer of real property imposed by RSA 78-B applies to each transfer of real estate or interest therein including transfer of a title:

- pursuant to a merger, consolidation, or other reorganization qualifying as a tax-free reorganization as defined in section 368 of the US IRC of 1986;
- from an entity, the ownership of which is represented by transferrable shares, to another entity, the ownership of which is represented by transferrable shares;
- required by an alteration of an entity's form of organization if the beneficial owners of the transferor own 100 percent of the transferee immediately after the transfer;
- to the Trust for New Hampshire Lands, only the seller is liable;
- involving only utility easements. (Note: while this is a taxable event, a CD-57 is not required to be filed.)

NON-TAXABLE TRANSFERS

The tax shall not apply to transfers:

- to state, state agency, county, city, town, school or village district;
- to the United States or any agency or instrumentality;
- of a mortgage or other instrument given to secure payment or debt;
- of a discharge of a mortgage or other instrument solely to release security for a debt;
- of a deed to correct a deed previously given;
- of a deed given by a collector of taxes for property purchased at a tax sale or repurchase;
- of one federally tax exempt organization under section 501 from another federally tax exempt organization under section 501, when both the transfer organization and the transferee are created by or result from the corporate reorganization of a licensed, general, or specialty hospital.
- of noncontractual transfers;
- of cemetery plots;
- of contents, if the transfer is by death of the joint tenant;
- of beneficiaries of a partnership interest where the partnership dissolves by operation of law due to the death of a partner;
- of a spouse pursuant to a decree of divorce or nullity;
- from a land trust incorporated under RSA 292 to or from a housing cooperative incorporated under RSA 301-A, if the tax is paid on the initial purchase;
- to the Trust for New Hampshire Lands, the trust is not liable, but the seller is liable.

COMPLIANCE AGREEMENT

BORROWER(S): _____

SELLER(S): _____

LENDER: _____

PROPERTY: _____

BORROWER'S AND SELLER'S AGREEMENT

The person(s) signing below as Borrower and Seller hereby agree to cooperate fully with Lender or Closing Agent for Lender in the correction, adjustment, revision or completion of documents executed, in connection with Lender or Closing Agent for Lender, for the purpose of correction of clerical, typographical or other errors or omissions, the correction of which is deemed necessary or desirable by Lender or Closing Agent for Lender to bring the documentation of such loan transaction into conformity with the agreed-upon terms thereof or to qualify Borrower's mortgage for guaranty by the Veteran's Administration, insurance by the Federal Housing Administration or by an issuer of private mortgage insurance or sale on the Secondary Mortgage Market to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) or other purchaser.

BORROWER'S AGREEMENT

At any time following the closing of Borrower's mortgage transaction, the person(s) signing below as Borrower agree to execute, acknowledge (if applicable) and deliver to Lender or its successors and/or assigns, or Closing Agent for Lender such additional documentation deemed necessary or desirable by Lender or Closing Agent for Lender to qualify Borrower's mortgage for guaranty by the Veteran's Administration, insurance by the Federal Housing Authority, insurance by an issuer of private mortgage insurance or to qualify Borrower's mortgage for sale on the Secondary Mortgage Market to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) or other purchaser, provided that such additional documentation does not materially and substantially alter or amend the terms of Borrower's mortgage transaction to the disadvantage of the Borrower. Failure to cooperate could result in loan acceleration under the terms of your note.

Executed this _____

STATE/Commonwealth of _____
COUNTY OF _____ ss:

Then personally appeared the above named this _____ day of _____,
_____ who acknowledged the foregoing certification to be true and correct and the foregoing instrument to be his/her/their free act and deed before me.

Notary Public/Justice of the Peace
My Commission Expires:

CREDIT CARD/LOAN PAYOFF AUTHORIZATION & AGREEMENT

LENDER: _____

BORROWER: _____

PROPERTY: _____

We hereby authorize _____ to withhold and pay the following amounts to the credit card/lender companies listed below.

We understand that the amounts that are reflected on this statement as well as the HUD Settlement Statement may not pay our account(s) in full. The figures reflected below have been obtained from our Lender and/or our last credit card/loan statement. We further understand that this balance is subject to change based upon additional interest being accrued and/or fees, charges or payments being credited to our account.

We have provided _____ with a copy of our last statement or payment coupon reflecting the name of our credit card/loan company and the mailing address in order to insure that _____ can forward the checks and that the amount(s) listed below are credited properly towards our account(s).

We agree to hold harmless and indemnify _____ from any liability or additional fees or charges that may occur as a result of inadequate information being provided to them relative to the above.

Dated and Witnessed this _____ day of _____, _____

Witness



DISCLOSURE OF
NON REPRESENTATION

RE: _____ to

_____ is serving as settlement agent with regard to the above-referenced transaction in order to provide title insurance.

The undersigned hereby acknowledge, confirm and understand that _____ is serving solely as the settlement agent with regard to the above-referenced transaction.

_____, nor any attorney or employee of _____, has provided legal representation of or legal advice to any of the parties to the above-referenced transaction.

Each of the parties to the above-referenced transaction acknowledge, confirm and understand that neither _____, nor any attorney or employee of _____, is serving as an attorney for any of the parties to the above-referenced transaction.

Dated this _____ day of _____, _____

Witness To All

FUTURE MAILING ADDRESS

BORROWER(S): _____

PROPERTY ADDRESS:

NEW MAILING ADDRESS:

AS OF: _____

NEW TELEPHONE NUMBER:

Home: _____

Cell: _____

Business: _____

FUTURE MAILING ADDRESS

BORROWER(S): _____

PROPERTY ADDRESS:

NEW MAILING ADDRESS:

AS OF: _____

NEW TELEPHONE NUMBER: Home: _____
Cell: _____ Business: _____

SELLER(S): _____

NEW MAILING ADDRESS:

AS OF: _____

NEW TELEPHONE NUMBER: Home: _____
Cell: _____ Business: _____

ESCROW HOLDBACK For Current Use

THE UNDERSIGNED hereby agrees that an escrow in the amount of _____ and 00/100 Dollars (\$ _____) shall be withheld from the seller for property located at _____

The escrow fund shall be held by _____ and shall be held in a non-interest bearing account. The escrow shall be released by _____ in its sole discretion upon issuance of a final Current Use Bill by the City/Town of _____.

In the event that the actual current use bill issued by the City/Town of _____ is **higher** than the estimated amount withheld on the settlement statement, the sellers hereby agree to pay the remaining balance directly to the City/Town of _____ when the bill becomes due.

The buyer(s), _____, join in the execution of this agreement to acknowledge they are aware of the amount of money held in escrow by _____ and further understand the Title Insurance policy issued will not provide coverage in the event any monies owed above and beyond the \$ _____ are not paid by the Sellers.

Each of the undersigned hereby indemnify, hold harmless and release _____ and _____ from any liability resulting from its release of the Escrow fund; its failure to release the Escrow Fund, its use of the Escrow Fund for satisfaction of the above-listed items.

Dated this _____ day of _____, _____.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Witness To All

AUTHORIZATION TO DISBURSE PROCEEDS

The undersigned _____ give authorization to Horizon Settlement Services, Inc., to disburse the proceeds from the refinance of their property located at _____ as follows:

We certify that the proceeds from the refinance of the above named property are to be disbursed as stated above.

We acknowledge that Horizon Settlement Services has not been requested or authorized to make any other miscellaneous disbursements on behalf of _____ from the proceeds of the refinance of the above named property.

If this disbursement differs from any current or future ruling by any Court of the United States of America, we further agree to specifically exonerate and hold harmless Horizon Settlement Services, Inc., its successors and/or assigns, from any claims or liability as a result of disbursing in the above captioned manner.

We have read, understand acknowledge receipt of the same.

Executed: _____.

State of _____

County of _____

Then personally appeared the above named _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she/they executed the same for the purposed therein contained.

Notary Public/Justice of the Peace
Commission Expiration: _____

Escrow No. _____

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transaction. If the seller properly completes Parts I and III, and makes a "yes" response to assurances (1) through (4) in Part II, no information reporting to the seller or to the Service 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, a real estate reporting person 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 that does not make the certification.

Part I. Seller Information

1. Name _____
2. Address or legal description (including city, state and ZIP code) of residence being sold or exchanged

3. Taxpayer Identification Number (TIN) _____

Part II. Seller Assurances

Check "yes" or "no" for assurances (1) through (4)

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | 3) No portion of the residence has been used for business or rental purposed by me (or my spouse if married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4) At least one of the following three statements applies:
i. The sale or exchange is of the entire residence for \$250,000 or less
<p style="text-align: center;">OR</p> ii. 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.
<p style="text-align: center;">OR</p> iii. 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 residence (not taking into account any sale or exchange before May 7, 1997). |

Part III: Seller Certification

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

Signature of the Seller

Date

SUBSTITUTE 1099S

CORRECTED (if checked)

FILER'S name, street address, city, state, ZIP code, and telephone no.		1. Date of Closing	OMB No. 1545-0997 Form 1099-S	Proceeds From Real Estate Transactions
		2. Gross proceeds \$		
FILER'S Federal identification number	TRANSFEROR'S identification number	3. Address or legal description		Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name				
Street address (including apt. no.)				
City, state and ZIP code				
Account number (optional)		4. Transferor received or will receive property or services as part of the consideration (if checked). • <input type="checkbox"/>		
		5. Buyer's part of real estate tax \$		

Form 1099-S

(keep for your records)

Department of the Treasury – Internal Revenue Service

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for **Schedule D (Form 1040)**, Capital Gains and Losses. If the real estate was not your main home, report the transaction on **Form 4797**, Sales of Business Property, **Form 6252**, Installment Sale Income, and/or Schedule D (**Form 1040**).

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See **Form 8828**, Recapture of Federal Mortgage Subsidy, and **Pub. 523**, Selling Your Home.

CERTIFICATION

Under the penalties of perjury, I certify that:

- (1) The number shown on this statement is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- (2) I am providing my taxpayer identification number in connection with a real estate transaction.

Signature

Date: _____

Seller Name: _____

COMMENTS & CORRECTIONS:

SUBSTITUTE 1099S

CORRECTED (if checked)

FILER'S name, street address, city, state, ZIP code, and telephone no.		1.....Date of Closing	OMB No. 1545-0997	Proceeds From Real Estate Transactions
		2.....Gross proceeds \$	Form 1099-S	
FILER'S Federal identification number	TRANSFEROR'S identification number	3.....Address or legal description		Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name				
Street address (including apt. no.)				
City, state and ZIP code				
Account number (optional)		4.....Transferor received or will receive property or services as part of the consideration (if checked). • <input type="checkbox"/>	5.....Buyer's part of real estate tax \$	

Form 1099-S

(keep for your records)

Department of the Treasury – Internal Revenue Service

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for **Schedule D (Form 1040)**, Capital Gains and Losses. If the real estate was not your main home, report the transaction on **Form 4797**, Sales of Business Property, **Form 6252**, Installment Sale Income, and/or Schedule D (**Form 1040**).

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- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See **Form 8828**, Recapture of Federal Mortgage Subsidy, and **Pub. 523**, Selling Your Home.

Box 1. Shows the date of Closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See **Box 4**.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub 525 and Pub. 530.

SELLER COPY

COMMENTS & CORRECTIONS:



WAIVER OF OWNER'S TITLE INSURANCE

Disclosure of Notice of Availability/Types of Owner's Title Insurance and Agency Disclosure

I/We, _____ have been advised that I/we have the right to purchase an Owner's Policy of Title Insurance covering the real property located at:

SETTLEMENT AGENT FOR THE LENDER:

Title Insurance Agency Disclosure: We wish to advise you that _____:

- Is the settlement agent for _____, but also
- Has an agency relationship with _____ to issue title insurance and will provide THE Lender's title insurance for this transaction; and
- Is compensated by _____ for its services in providing the policy. This procedure does not increase the premium cost to you and it provides a more efficient service to you and your mortgage lender.

Loan Policy Disclosure: A title insurance policy insuring the lender's interest in the above mentioned property is required by the lender. **A lender's policy does not provide title insurance coverage to you as the owner of the property.** The Loan Policy premium (see Settlement Statement) is \$ _____

An Owner's title Policy will contain information concerning the specific title rights you will acquire from the Seller and matters affecting your ownership rights as recorded in the Registry of Deeds.

OWNER OPTION: If you request an owner's policy at this time, you pay a *one-time premium* of \$ _____

I understand that the policy of title insurance issued to the lender in this transaction does not and will not benefit me, and in the event there is a defect in title to the aforesaid property, neither _____ nor _____ shall be liable to me and I shall have no right of indemnification against _____ or _____ as a result of our signing this

Waiver of Owner's Title Insurance.

- I/We **do not request** an Owner's Policy of Title Insurance at this time.

The undersigned hereby agree to hold _____, _____ harmless from liability resulting from any and all undisclosed title issues.

Date: _____



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- *Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- *Information about your transactions with us, our affiliated companies, or others; and
- *Information we receive from a consumer reporting agency.

Use of Information

We requested information from you for our legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law, we may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Securities

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



PRIVACY POLICY

We appreciate the trust you have placed in us and we will protect that trust by continuing to respect the privacy of all of our customers even if our formal customer relationship ends at the conclusion of your transaction. We keep the information we receive about you confidential, but we may share information about you (as described below) with our affiliated companies, third parties with which we do business and as otherwise permitted by law in order to provide you with outstanding service. Due to the rapid changes occurring in the financial services industry, we reserve the right to revise our privacy policy as necessary.

If and when amendments are made to this policy, we will send customers with whom we have a current or continuing relationship the new policy and we will post the revised policy on our Web site.

Security of your information

We have implemented procedures and policies to safeguard the privacy of your nonpublic personal information from unauthorized use or improper access. Access to your information is restricted to those employees who need to know such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws/regulations to guard your nonpublic personal information.

Sources and types of information we collect

We may collect nonpublic personal information about you from the following sources:

1. Information we receive from you, such as an application, questionnaire or other forms.
2. Information about your transactions we secure from our files or from our affiliates.
3. Information we receive from non affiliated third parties including consumer reporting agencies; title insurance underwriters; members of your family; government agencies or your prior or existing creditors.
4. Information we receive from others involved in your transaction, such as the real estate agent; lender; seller; your attorney; those you have designated as an authorized agent; or those you have granted a power of attorney.

Unless it is specifically stated otherwise in an amended Private Policy Notice, no additional nonpublic personal information will be collected about you.

Information sharing practices

We may disclose any of the information we collect from the sources listed above to our affiliates or to nonaffiliated third parties as permitted by law.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESIDENTIAL MORTGAGE SURVEY AFFIDAVIT

Subject Property: _____

Current Owner: _____

Borrower: _____

HHS File No: _____

Now, therefore, the Seller(s)/Owner(s), for the purpose of inducing _____ to remove exceptions from lender's title insurance in this transaction, on oath deposes(s) and say(s) as follows: I/We have owned the property now being sold or mortgaged by me/us continuously for _____ years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do we know of any facts by reason of which the title to, or possession of, said property might be questioned, or by reason of which any claim to any said property might be asserted adversely to me/us, and more particularly,:

1. No Party other than the Seller(s)/Owner(s) is/are in possession of all or any portion of the premises above described under any unrecorded lease, tenancy at will or otherwise. I/We have not leased, contracted or granted an option to other parties.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights. The Seller(s)/Owner(s) has/have no knowledge of any discontinued highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises, other than those shown in the title search.
3. The Seller(s)/Owner(s), at present, and for a period of 180 days past, has/have caused no construction erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any materials to be delivered to the premises for which charges remain unpaid.
4. The undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by public records other than as shown in the title insurance binder and/or attorney's title option.
5. The undersigned has/have not allowed and know(s) of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises. I/We have obtained all required Building Permits and Town/City Approvals for past construction, remodeling, etc.
6. The following is true. The property is: 1-4 Family Owner-Occupied Dwelling or Condominium; is in a Residential Zone; has frontage on a public street and I/we have vehicular and pedestrian access to get to and from my/our property.

STATE OF _____, COUNTY OF _____; ss:

The foregoing instrument was subscribed and sworn before me by _____ this _____.

My Commission Expires: _____
Justice of the Peace/Notary Public

Note: If this transaction includes a transfer of title, then Buyer(s) must sign below.

In order to induce First American to remove exceptions from the Lenders Title Insurance Policy only, the Undersigned (Buyer(s) of subject property) on oath depose and say(s) that I/We have read the contents of the above, have viewed the property, and know of no facts which would contradict the contents of said Affidavit

STATE OF _____, COUNTY OF _____; ss:

The foregoing instrument was subscribed and sworn before me by _____ this _____.

My Commission Expires: _____
Justice of the Peace/Notary Public