

Citywide Title Corp. Closer Checklist

850 West Jackson, Suite #320, Chicago IL 60607

File Number:

Closing Date: _____

Sales Rep:

Funding Date _____

Closer: _____

Borrower: ,

Property Address:

	Package Returned:	Before Funding	After Funding
Initials			
Closer	Funder		
Title Package			
_____	_____	Conditions of Disbursement	
_____	_____	HUD-1—Prepared by:	
_____	_____	Verified Loan Amount, Lender/Broker Fees, Credit Card payments (if any) against lenders instructions	
_____	_____	Lenders instructions OK cash back to borrower if there is cash back.	
_____	_____	Title commitment	
_____	_____	PIA completely filled out	
_____	_____	Copy of 1 st Mtg Payoff Letter, POL Transmittal, Fed-Ex Receipt	
_____	_____	Collateral Address listed on payoff letter _____	
_____	_____	Copy of 2 nd Mtg Payoff Letter (signed closing account if HELOC), POL Transmittal, Fed-Ex Receipt	
_____	_____	Collateral Address listed on payoff letter _____	
_____	_____	Copy of Other Lien Payoff Letter(s), POL Transmittal, Fed-Ex Receipt	
_____	_____	Collateral Address listed on payoff letter _____	
_____	_____	TI for title exception _____ for \$ _____	
_____	_____	Original Citywide Title Documents	
_____	_____	Copy of documents sent for recording	
_____	_____	Copy of lenders instructions, insurance, TIL, 1003, notice of right to cancel, Note, Name Aff., and fedex receipt for package	
_____	_____	Copy of any funding conditions that were collected at closing per the lenders instructions	
_____	_____	Copy of borrower’s ID and seller’s ID or and ID certification form filled. Name on ID matches all documents or Name Aff enclosed	
Recording Package			
_____	_____	Deed-grantor (seller) on deed matches title Schedule A-3 exactly	
_____	_____	Legal Description and PIN match title exactly	
_____	_____	Deed has proper city stamp affixed to it, if necessary	
_____	_____	Water and Zoning Cert if property is in city of Chicago (Purchase only)	
_____	_____	State/County Transfer Decs completely filled out	
_____	_____	Mortgage-all borrowers initialed next to their names on page 1	
_____	_____	Legal Description and PIN match title exactly	
_____	_____	All Riders are attached to the mortgage that are indicated in the “boxes” on the mortgage	
Accounting Package			
_____	_____	Closer payment voucher	
_____	_____	Lender funds	
_____	_____	Borrower funds	
_____	_____	Disbursement sheet with check copies attached and any voided checks (Purchase Only)	
_____	_____	IRS 1099 form (Purchase Only)	
_____	_____	Copy of Buyer and Seller’s Attorney Business Card	

NOTES: _____

Citywide Title Corporation

850 West Jackson Blvd., Suite 320
Chicago, IL 60607

1800 Nations Drive, Suite 204
Gurnee, IL 60031

1051 Perimeter Drive, Suite 220
Schaumburg, IL 60173

125 Windsor Drive, Suite 112
Oak Brook, IL 60523

4544 W. 103rd St., Suite 101
Oak Lawn, IL 60453

16345 S. Harlem Ave., Suite 310
Tinley Park, IL 60477

608 S. Washington St., Suite 309
Naperville, IL 60540

2272 95th St., Suite 220
Naperville, IL 60564

111 W. Washington St., Suite 1301
Chicago, IL 60602

6257 N. Milwaukee Ave.
Chicago, IL 60646

800 Roosevelt Road, Bldg. A, Suite 200
Glen Ellyn, IL 60137

900 Skokie Blvd., Suite 118
Northbrook, IL 60062

500 S. Third St., Suite 108
Geneva, IL 60134

265 Exchange Drive, Suite 207
Crystal Lake, IL 60014

600 Hart Road, Suite 260
Barrington, IL 60010

822 N. 129 Infantry Drive, Suite 102
Joliet, IL 60435

1220 N. Green St.
McHenry, IL 60050

1971 W. Downer Pl., Suite B
Aurora, IL 60506

Phone: 708-430-1140

Fax: 312-589-6353

Email for closing packages: packages@citywidetitle.com

WIRE TRANSFER INSTRUCTIONS

Bank Name:

Chase Bank
10 S. Dearborn St.
Chicago, IL 60603

ABA Routing Number:

021000021

Account Number:

456460794

For Credit To:

Citywide Title Corp.

Citywide Title Corporation

Privacy Policy

CTC File Number:

Date of Closing:

Borrower:

Property Address:

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 to 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 to 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 a 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 the we may collect include:

- *Information we received from you on applications, forms and in other communication to us, whether in writing, in person, by telephone or any other means;

- *Information we may receive from a consumer reporting agency.

Use of Information

We request information from you for our own 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 as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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.

Citywide Title Corporation
PERSONAL INFORMATION AFFIDAVIT

Are you a borrower responsible for signing the Note: ☐ Yes ☐ No

If yes, complete ONLY Section A.

A: The loan application included in the loan paperwork is accurate and there are no judgments against me. You may rely on the information on the loan application to complete a name search.

Borrower

Borrower

B (Only complete if you are on title and you are not a borrower)

Name:_____

Social Security Number: _____

Current Address: _____

Previous Address: _____

Employer: _____

Current Judgments against me (including BK and divorce):

Affiant makes this Affidavit for the purpose of inducing the company issuing title insurance in connection with the transaction concerning the aforesaid premises to represent that the title under consideration is not affected by any judgments, decrees, bankruptcy, divorce, change of name proceedings, federal and state tax liens, against persons whose names are as Affiant or similar thereto.

Signature of non borrowing title holder

Signature of non borrowing title holder

Citywide Title Corporation

AFFIDAVIT IN LIEU OF SURVEY FOR EXTENDED LOAN POLICY COVERAGE

Date:

Re: File Number:

The undersigned being first duly sworn, deposes and says:

That we, being the owners of record and sellers/borrowers described in the above title order, received a survey at the time we purchased the property and have not subsequently obtained a survey for our files.

To the best of our knowledge, we certify that the improvements (house, garage, outbuildings, etc.) on the subject property are within the boundary lines and set back lines if any, of said property, and that there are no encroachments (fences, walkways, driveways, eaves, drains, etc.) by improvements on adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner nor by us against them as to the location of boundary lines or disputes as to the occupancy of any portion of our property or adjoining property with respect to the following matters:

This affidavit is submitted to Citywide Title Corporation as an inducement to issue the Loan Policy with extended coverage over questions of survey, encroachments, and easements not shown on record.

Buyer

Seller

Buyer

Seller

Subscribed and sworn to before me this.

Notary Public
My commission expires on

Citywide Title Corporation 850 W. Jackson Blvd., Chicago, IL 60607

WIRE TRANSFER AUTHORIZATION FOR OUTGOING WIRES

Specify the wiring instructions for your bank account.

The undersigned customer hereby authorizes and directs Citywide Title Corporation to transfer funds by wire to the Receiving Bank and Account identified below. Customer warrants that the information provided in the Authorization is complete and accurate.

WIRE TO (BANK) _____ CITY _____ ST _____

ABA NO. _____ ACCOUNT NAME _____

ACCOUNT NO. TO CREDIT _____

OTHER REFERENCE INFORMATION _____

Note: If the wire is to be routed through a domestic US intermediary Bank for credit to your bank (i.e. your bank is not "on line" with the Fed) enter such intermediary Bank information below.

INTERMEDIARY BANK _____ ABA NO. _____

INTERMEDIARY BANK ACCOUNT NO. _____

Note: If your bank is outside the United States, the wire must be directed to a bank with a correspondent relationship in the United States. Contact your bank to obtain their Correspondent Bank information.

CORRESPONDENT BANK _____ ABA NO. _____

CORRESPONDENT BANK ACCOUNT NO. _____

Provided that funds are wire transferred in accordance with these instructions, Citywide Title Corporation shall not be liable for any act or omission of any financial institution or any other person, nor shall Citywide Title Corporation have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Fed Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned Customer shall indemnify and hold harmless, Citywide Title Corporation, its successors or assigns from any loss, liability and cost incurred as a result of any incorrect information supplied.

IN NO EVENT SHALL CITYWIDE TITLE CORPORATION TITLE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGE WAS KNOWN TO CITYWIDE TITLE CORPORATION.

Accepted and Agreed _____ Date _____
PRINT NAME OF CUSTOMER

BY: _____
AUTHORIZED SIGNATURE

ORDER NO.

CITYWIDE TITLE COMPANY

ACKNOWLEDGEMENT OF BORROWER

PREDATORY LENDING DATABASE PROGRAM

On July 1, 2008, the provisions of the Predatory Lending Database Program were reinstituted in Cook County. Under the program re-instituted by Senate Bill 1167 and signed into Law as Public Act 95-0691, title insurance companies and closing agents are required by law, to enter information about the mortgage transaction into the Anti-Predatory Lending Database regarding all mortgages recorded in Cook County to obtain either a Certificate of Compliance or Certificate of Exemption which will be affixed to the mortgage being recorded. The County Recorder will not accept a mortgage for recording without this Certificate being attached.

The HUD-1 Settlement for the property reflected on Citywide Title Company's commitment may reflect a PLDP Compliance processing charge which reflects the work involved in procuring the Certificate.

By signing this form the Borrower(s) are acknowledging that they have read the foregoing and consent to our entry of their mortgage information and any other information, be it personal, public, or private, into the database and the PLDP Compliance Charge (as reflected on the HUD-1 Settlement Statement).

Borrower

Borrower

Borrower

Borrower

CITYWIDE TITLE CORPORATION

File Number:

PERSONS PRESENT AT CLOSING

Citywide Title Corporation requests that each person present at the closing of this real estate transaction complete and acknowledge the following:

Printed Name: _____				Title: _____				
Company or Firm, if any: _____								
Address: _____								
I am (circle all that apply):	☐	Attorney	☐	Broker	☐	Loan Originator	☐	Borrower
	☐	Appraiser	☐	Surveyor	☐	Sales Person	☐	Seller
Other (specify): _____								

I HEREBY ACKNOWLEDGE and affirm that I was present at the closing of this real estate transaction, and that the information set forth herein is true and accurate. I hereby authorize and release all persons who may have information concerning this transaction to provide all such information to Citywide Title Corporation that may be necessary to complete this transaction or to comply with all applicable statutes. Further, I hereby hold Citywide Title Corporation harmless from any loss or damages I may suffer as a result of any information it may obtain as a result of this undertaking.

PERSON PRESENT AT CLOSING Date

BORROWER hereby acknowledges and affirms that the person listed herein was present at the closing of this real estate transaction, and that the listed person to me.

BORROWER Date

SELLER hereby acknowledges and affirms that the person listed herein was present at the closing of this real estate transaction, and that the listed person to me.

SELLER Date

WITNESS hereby acknowledges and affirms that the person listed herein was present at the closing of this real estate transaction, and that the listed person to me.

WITNESS Date

**AFFIDAVIT OF UNDERSTANDING
AND INDEMNITY AND HOLD HARMLESS AGREEMENT
DUE TO THE COVID-19 EMERGENCY - SALE**

Property: _____

Date of Closing: _____

Seller(s): _____

Buyer(s): _____

File No: _____

In response to the outbreak of the Coronavirus and the declared states of national and local emergency, a number of government offices have been closed or have had their access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. Although First American Title Insurance Company ("First American") is willing to continue to insure titles for purchasers and lenders under its current policy forms through the ultimate recording date of the deed, mortgage, deed of trust or other insured title document, neither First American nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to _____ (hereafter "Title Agent") to conduct settlement and to First American to issue it policy or policies of title insurance, the undersigned agree as follows:

Seller(s) affirm:

(a) There are no unrecorded deeds and/or outstanding leases, contracts, options, agreements, trusts or inchoate rights or interests affecting the Property which have not been disclosed to First American or Title Agent in writing.

(b) All labor and materials used in construction of improvements, repairs, or modifications to the Property have been completed and there are now no unpaid bills for labor or material against the improvements or Property. The Sellers have received no notice of any mechanic's lien claim.

(c) There are no unrecorded liens or encumbrances affecting the title to the Property, that are not being paid or adjusted as part of the current transaction.

(d) Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; Sellers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.

(e) Sellers agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other matter adversely affecting title being placed against the title to the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further

agree to hold harmless and indemnify Title Agent and First American Title Insurance Company against all expenses, costs and attorneys' fees that may arise out of Sellers failure to so remove, bond or otherwise dispose of any such liens, encumbrances or adverse matters of title to the satisfaction of First American.

Buyer(s) understand and agree:

(a) Neither Title Agent nor First American can provide any estimate as to the time of recordation of the deed or other title documents in the Land Records.

(b) Among other things, Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of, and legal title to, the Property until the time that the deed or title document is recorded in the land records.

The undersigned solemnly affirm(s) under the penalties of perjury and upon personal knowledge that the statements in this Affidavit are true and that this Affidavit is executed in order to induce Title Agent to make and complete settlement on the Property and to induce First American to issue its policy or policies of title insurance, insuring title to the Property.

Sellers:

Signature

Print:

Signature

Print:

Buyers:

Signature

Print:

Signature

Print:

Subscribed, affirmed, and acknowledged before me this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

Certification of Closing - Purchase

CTC File Number: _____

Seller:

Date of Closing:

Borrower:

Property Address:

Customer:

We, the above mentioned sellers and borrowers, do hereby acknowledge that this closing has occurred on **09/04/2020** and we have received copies of all documents we have signed.

We understand that all payoffs related to liens on the subject property will be handled by Citywide Title and will be sent via overnight delivery services (such as Federal Express). The fees for all courier services involved in this transaction (either directly or indirectly) have been charged as courier fees on the settlement statement. Citywide Title will pay for all the courier fees with those funds collected. In the event insufficient funds have been collected for sending all shipments then Citywide Title agrees to cover any shortage. Citywide Title agrees to be responsible for recording all documents associated with this transaction. In the event insufficient funds have been collected for recording these documents Citywide Title agrees to cover any shortage. In the event that any funds remain after recording all of the documents from this transaction and sending all of the shipments, we agree that these funds become the property of Citywide Title.

The courier fee and service fees for this transaction have been listed on the HUD-1 Settlement Statement typically in the 1100 section and the undersigned agrees to these charges.

The recording and service fees for recording any documents associated with this transaction have been listed on the HUD-1 Settlement Statement associated with this transaction in the 1200 section and the undersigned agrees to these charges.

Any controversy or claim (whether in contract, tort or otherwise), arising out of or relating to this agreement / certification of closing, including, but not limited to: the validity or enforceability of this arbitration clause or any part thereof, or this entire agreement; services rendered under this agreement; or the breach of this agreement; shall be resolved by arbitration in accordance with Illinois law and the procedures set forth in the Commercial Arbitration Rules of the American Arbitration Association, at a meeting held at the office of the American Arbitration Association in Chicago, Illinois, or at such other location mutually agreed by the parties. The parties acknowledge that they waive any right to litigate any controversy or claim before a Court or a jury, and that they agree instead to resolve any claims through arbitration.

Sincerely,

OFFICE USE ONLY:

Escrow Officer and

Closing Location: _____

Closing Time: _____

DISCLOSURE STATEMENT
CONTROLLED BUSINESS ARRANGEMENT
(By a Producer of Title Insurance Business or Associate thereof)

This Disclosure is made to: (Check one or both) _____ Seller/Owner _____ Buyer _____

Seller(s) /Owner(s) _____

[Print Name(s)] _____

Buyer(s) _____

[Print Name(s)] _____

Regarding the Property located at:

Street _____ City _____ State _____ Zip Code _____

For Title Insurance Company, Title Insurance Agent, and/or Escrow Agent:

(Print Company Name) _____

In connection with the property described above, the undersigned has recommended, or is about to recommend, the above named title insurance company, title agent, and/or escrow agent to the above named party(ies) to provide title insurance and/or escrow services.

The undersigned producer has a financial interest in the above named company/business, or is an associate of the party or entity which has said financial interest and therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges which may be paid by the party(ies) to whom this disclosure is made, are (were) disclosed herein. If there are additional parties who choose to utilize services from the above named company/business, there may be additional charges for those services.

* Owner's Title Policy: \$ _____

* Mortgage Title Policy: _____

Escrow or Closing Fee: _____

Other Fees: _____

Total Estimated Charges: \$=====

* These estimated figures include all charges/ services such as title search, title examination, title insurance premiums, and final issuance of Policy(ies). These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over", and/or lenders require special endorsements which extends their coverage.

You are not required to use _____ (name of provider) as a condition for, settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

The undersigned does hereby certify that the above disclosure was made to the above named party(ies) on

Signature of Producer: _____ Date: _____

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that _____

(referring party) is referring me/us to purchase the above described settlement services from _____ (provider receiving referral) and may receive a financial or other benefit as a result of this referral.

Seller/Owner: _____ Date: _____

_____ Date: _____

Buyer: _____ Date: _____

_____ Date: _____

(NOTE: PURSUANT TO SECTION 18.(b) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.)

ALTA (2006) LOAN AND EXTENDED COVERAGE POLICY STATEMENT (ILLINOIS FORM)

Commitment Number

Closing date

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing Citywide Title Corporation to issue the subject title policies.

Statement of seller(s) and purchaser(s)

The seller(s) and the purchaser(s) certify that to the best of their knowledge and belief:

1. No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed or satisfied;
2. No labor or materials have been furnished within the previous six months that has not been paid in full;
3. No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed or satisfied;
4. There are no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
5. There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property;
6. No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
7. No homeowners association affects the land;
8. The only occupants of the subject property are the Sellers or Purchasers;
9. No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.
10. No unpaid property taxes affect the land except as shown on the HUD-1 Settlement Statement.

The above certifications are true except for: _____

Statement of mortgagor(s)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest herein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defense thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

Individuals / Beneficiaries of Trusts

Seller(s)

Individuals / Beneficiaries of Trusts

Purchaser(s)

Corporations

In witness whereof, _____

has caused these presents to be signed by its
_____ Secretary under its
corporate seal on the above date.

By _____

President

Attest _____

Corporations

In witness whereof, _____

has caused these presents to be signed by its
_____ Secretary under its
Corporate seal on the above date.

By _____

President

Attest _____

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Dated: _____

Signature: _____

Citywide Title Corporation

File No. _____ Closing Date _____

Real Estate Transfer Statement

This form may be completed by the seller(s) of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller(s), and to the Internal Revenue Service on Form 1099-S, Proceeds from Real Estate Transaction. If the seller(s) properly completes Parts I and II and makes a "true" response to assurances 1 through 4 in Part II, no information reporting to the Seller(s) or 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

Seller(s) Name

Social Security Number

Seller(s) Name

Social Security Number

Seller(s) Forwarding Street Address

City

State

Zip Code

This is important tax information and may be furnished to the Internal Revenue Service. 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 our 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 6015 (E), 6676, 6722, 6723 and 7203.

Part II: Subject Property Information

Street address or brief form of legal description (for vacant land, use APN, county and state)

Property Address:

Part III: Certification for no information reporting on the sale or exchange of a principal residence

Seller Assurances

Check "true or false" for assurances (1) through (4).

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 (not taking into account any sale or exchange before May 7, 1997).

☐

☐

May 6, 1997.

☐

☐

(3). No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after

(4). At least one of the following three statement applies:

(a) The sale or exchange is of the entire residence for \$250,000.00 or less

(b) I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and the gain on the sale or exchange of the entire residence is \$250,000.00 or less.

(c) I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and (1) I intend to file a joint return for the year of the sale or exchange. (2) 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 (3) 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 IV: Transaction Data for 1099-S (Required if any seller assurances were answered "false")

Contract Sales Price

(Line 401 of Hud-1

form) Note: If this is an

exchange provide total dollar

value of cash, notes and debt

Relief received by the exchanger

\$

No. of 1099-S forms

required for the sale

of this property

2 or more 1099-S Forms

If 2 or more 1099-S forms

are required for the transaction

record the dollar amount on the

seller based on the seller's

declaration.

\$

Contingent Transaction

Is this a contingent transaction

wherein gross proceeds cannot

be determined with certainty

at time of closing?

☐ yes ☐ no

Exchange

Was (or will there

be) other property

or services received?

☐ yes ☐ no

Part V: 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.

X _____

X _____

Citywide Title Corporation
Payoff letter indemnification agreement

File No.

Date:

Sellers forwarding address:

Sellers new home phone no.:

Sellers work phone no.:

Document no(s). of mortgage(s): _____

Whereas, the payoff letter submitted regarding the above referenced mortgage(s) (please check below):

_____ is not clear, unequivocal and final in it's terms and may result in a demand for additional funds by the lender to release its mortgage and/or

_____ is issued by a lender / loan servicer who is not the mortgagee in the document referenced above or an assignee of said mortgage under a recorded assignment of mortgage; and/or

_____ is an equity line of credit account to be closed and the release deed issued.

Whereas, Citywide Title Corporation (herein referred to as the Company) is obligated to issue it's Owner's and/or Loan Policies free and clear of the above referenced mortgage; and

Whereas, the undersigned does not wish to establish an indemnity fund to indemnify the Company in the event of a request for additional funds by the lender / loan servicer.

Therefore, the undersigned in order to induce the Company to issue it's policies and disburse all escrow proceeds agree as follows:

1. To immediately and unconditionally, upon notification (whether written or oral), deposit with the Company any additional funds demanded by the lender / loan servicer to satisfy and release the lien of the above referenced mortgage.
2. To reimburse the Company for any funds advanced to satisfy and release the lien of the above referenced mortgage, in the event of a failure to comply with Paragraph 1 in a timely manner.
3. To pay damages, court costs, attorney's fees and expenses incurred by the Company in enforcing this agreement and obtaining the release deed from the lender / loan servicer.
4. That the terms of this agreement supersede any escrow, contract or Title Commitment / Policy duties owed by the Company to the undersigned, but only to the extent that those are inconsistent or contradictory.
5. To authorize the lender to provide all information regarding this loan to Citywide Title Corporation upon request. A copy of this transmittal may be accepted as an original.

The Company specifically reaffirms it's duty to represent payment to the lender / loan servicer in accordance with the terms of the payoff letter, in a timely manner and consistent with normal escrow practices.

Any attorney signing this agreement on behalf of his clients represents and warrants that he / she does so pursuant to authority given by his / her clients.

In witness whereof, the parties have executed this agreement this _____ day of _____, 20_____.

Accepted: Citywide Title Corporation

By: _____

Citywide Title Corporation

Escrow disbursement agreement

TO: Citywide Title Corporation

RE: File No.

Date:

1. The undersigned seller(s) and buyer(s) hereby direct you to make disbursements for the subject transaction pursuant to the HUD-1 Settlement Statement signed herewith.
2. The undersigned buyer(s) direct(s) you to make such disbursement only when you are in a position to issue your ALTA owners title policy insuring the fee simple title of the buyer(s) subject only to the following:
 - A. General Real Estate Taxes for the year(s) _____ and subsequent years with the _____ installment of the _____ taxes paid.
 - B. The Schedule B exceptions numbered _____.
 - C. The mortgage made by the buyer(s) as a part of this transaction.
 - D. Acts done or suffered by or judgments, if any against the buyer(s).
 - E. The following additional matters _____.
 - F. Standard Exceptions: 2,3 _____.
3. Interest income or other benefits, if any, earned or derived from the funds deposited herewith shall belong to Citywide Title Corporation. Citywide Title Corporation may deposit all funds received hereunder to one or more of its general accounts. Citywide Title Corporation shall be under no duty to invest or reinvest any funds, at any time held pursuant to the terms of this agreement.
4. The buyer(s) and seller(s) herein acknowledge that Citywide Title Corporation represents them as a disbursing agent only, and is not a substitute for qualified legal counsel. The buyer(s) and seller(s) herein acknowledge that they are responsible for any and all charges for State, County and Municipal transfer taxes that may be due in excess of the amount shown on the Hud-1 Settlement Statement signed herewith and that Citywide Title has collected these funds merely as an accommodation.
5. Your fee of \$ _____ for this service is to be paid \$ _____ by the seller and \$ _____ by the buyer.

Buyer

Seller

Buyer

Seller

Closing Officer