

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
AND ITS TITLE AGENTS**



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company

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

- ♦ Information we receive from you such as on applications or other forms.
- ♦ Information about your transactions we secure from our files, or from [our affiliates or] others.
- ♦ Information we receive from a consumer reporting agency.
- ♦ Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- ♦ Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- ♦ Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We appreciate this opportunity to be of service to you.

Agent Name: Hutton Patt Title & Escrow, LLC



HUTTON PATT TITLE & ESCROW

SETTLEMENT SHEET (HUD-1) RECEIPT ACKNOWLEDGMENT AND DISCLOSURE AGREEMENT

PROPERTY DESCRIPTION:

123 Main Street, Washington, DC 20007

LENDER:

HPTE Case No.:

TEST

In reference to this case, the undersigned does/do hereby agree, understand and affirm to the best of his/her knowledge that:

1. **ACKNOWLEDGMENT OF RECEIPT:** The Purchaser/Borrower(s) and Seller(s)/Owner(s) do hereby acknowledge receipt of a copy of the Settlement Statement and do approve and accept the same as a correct representation of the agreement. Hutton Patt Title & Escrow ("Settlement Agent") has no liability for matters not appearing of record subsequent to the date of the title examination. The parties hereby acknowledge notification that Hutton Patt Title & Escrow is an agent of Old Republic National Title Insurance Company and receives a commission on the title insurance premium.
2. **SETTLEMENT STATEMENT:** The Seller(s)/Owner(s) state that there are no unpaid obligations affecting the property other than those shown on the Settlement Statement. The parties further state that those matters listed on the settlement statement are true and correct. The Seller(s)/Owner(s) further guarantee the prompt and immediate payment, release and full satisfaction of all unpaid liens/bills affecting said property not shown on the Settlement Statement and hereby indemnify and hold harmless Hutton Patt Title & Escrow from the same.
3. **THIRD PARTY INFORMATION:** The parties understand and agree that the accuracy of third-party information furnished to Hutton Patt Title & Escrow as to water and sewer charges, taxes, assessments, balances on notes secured by mortgages, deeds of trust and other evidences of indebtedness, as to the amount of escrow funds and similar items are not guaranteed by Hutton Patt Title & Escrow. The undersigned Purchaser(s) and Seller(s) authorize Hutton Patt Title & Escrow to provide a copy of the Settlement Statement to Real Estate Agents or Agencies, Homeowner and Condominium Associations, Relocation companies and/or any third-party payees shown on such Settlement Statement.
4. **LIABILITY:** It is understood and agreed that Hutton Patt Title & Escrow has no liability express or implied, for notices of and/or actual violations of governmental orders or requirements, if any, issued by any department, office or other authority of local, state, county or federal government as to occupancy, zoning and/or similar laws, regulations and/or ordinances.
5. **FDIC WAIVER:** The undersigned does hereby understand and agree that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a maximum of \$250,000 for each individual depositor. The funds for this settlement are being deposited in the Settlement Agent's Eagle Bank MAHT Escrow Acct. for disbursement. We understand that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000 and that the excess amount is not insured by the FDIC or that FDIC insurance is not available on certain types of bank instruments. Interest earned, if any, on Hutton Patt Title & Escrow's escrow account shall be retained by Hutton Patt Title & Escrow as additional consideration for closing services.
6. **CLOSING CONDITIONS:** The Purchaser/Borrower(s) and Seller(s)/Owner(s) agree that settlement is not complete until the following conditions have been met:
 - a) All funds in the form of certified funds have been received and have cleared the Settlement Agent's escrow account;
 - b) All checks (including assignment of funds checks) are received and have cleared the Settlement Agent's escrow account;
 - c) All documents (both Purchaser(s)/Borrower(s) and Seller(s)/Owner(s)) have been properly executed and delivered;
 - d) All lender's requirements have been fulfilled; and
 - e) The title search to the property has been brought current to the time of recordation.
7. **ADJUSTMENTS:** The parties understand and agree that Hutton Patt Title & Escrow may make any subsequent corrections and proper adjustments in the event any information and/or items on the Settlement Statement are incorrect or if funds collected for any item prove to be insufficient, and agree to pay and/or reimburse Hutton Patt Title & Escrow any further sums found to be due since all computations and entries on this Settlement Statement are subject to final audit. If any legal action is required to collect any sums the parties agree to pay all costs and reasonable fees directly resulting from lender collection actions.
8. **CORRECTION AGREEMENT - LIMITED POWER OF ATTORNEY:** The undersigned Purchaser(s)/Borrower(s) and Seller(s)/Owner(s), for and in consideration of the Lender funding the closing of the loan and the Settlement Agent for closing this transaction, agree that, if requested by the Lender or Hutton Patt Title & Escrow, to fully cooperate and adjust all typographical or clerical errors discovered in any or all of the closing documentation presented at settlement. The undersigned appoint Hutton Patt Title & Escrow and its authorized representatives as their attorney-in-fact, to correct any such errors, place their initials on where changes are made, and/or sign their names to any document or form. In the event this procedure is utilized, the party involved shall be notified and receive a copy of the amended document or form.
9. **CERTIFICATE OF TRUE IDENTITY:** The undersigned do hereby certify and agree that they are the actual parties of record to this transaction and that the representations made to the Settlement Agent with regard to identity are true and correct.
10. **OUTSTANDING CHECKS:** Any check not cashed within 90 days of its date of issue will be subject to an administrative fee of \$50.00, and an additional \$50.00 administrative fee for each every subsequent 30 day period thereafter in which it remains unpaid, provided, however, that the aggregate amount of such administrative fees will, in no event exceed the dollar amount of the check.

11. In the event that a dispute involving Hutton Patt Title & Escrow, its agents, servants, and employees, shall arise among the parties to this transaction, any and all such disputes shall be resolved in accordance with the following alternative dispute resolution ("ADR") agreement.

- a. All disputes, claims, or controversies of any kind and nature arising out of or relating to the relationship among the parties and Hutton Patt Title & Escrow, including the validity and enforceability of this agreement, will be resolved through mandatory, binding arbitration. All parties are waiving their respective rights to have disputes resolved in court, including their rights to trial by jury. The arbitration shall be resolved through the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF") according to the rules in effect at the time any request for arbitration is filed. Hutton Patt Title & Escrow will provide information about these arbitration administrators upon request.
- b. The arbitration among the parties shall be conducted by an arbitrator selected mutually by the parties. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. Notwithstanding the foregoing Agreement to Arbitrate, any party may bring any claim against any other party in small claims court (but only small claims court for that jurisdictional amount) in that party's jurisdiction. All other claims or appeals must be arbitrated.
- c. The arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction. Fees for the arbitration proceeding are governed by the rules and procedures of the selected arbitration administrator. However, Hutton Patt Title & Escrow agrees to be bound by any determination made by the arbitrator concerning fees for the arbitration. Each party shall bear the expense of that Party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration.
- d. No party will serve as a class representative or participate as a class member in any dispute resolution or arbitration proceeding. Only a party's claim will be addressed in the arbitration proceeding, and no claims may be aggregated or additional parties added to the arbitration proceeding without the consent of all of the parties that are participating in arbitration. The place of arbitration (venue) will be determined according to the rules of the arbitration administrator, but in no event will arbitration be held in a county in which Hutton Patt Title & Escrow does not have a staffed office location.

12. If any portion of this Addendum to the HUD-1 Settlement Statement is void, voidable, or unenforceable, or if the inclusion of some provision in this Addendum would render the Addendum unenforceable, the parties agree that the void, voidable, or unenforceable provision will be severed from the remainder of the Addendum, leaving the remainder of the Addendum enforceable.

Effective Date:

Purchaser(s)/Borrower(s):

Bradley Buyer

Seller(s)/Owner(s):

Sally Seller

Notary Public

Notary Public

PURCHASER(S) PHONE #'S:

HOME:

CELL:

EMAIL ADDRESS:

SELLER(S) FORWARDING ADDRESS:

SELLER(S) PHONE #'S:

HOME:

CELL:

EMAIL ADDRESS:

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SETTLEMENT STATEMENT.

HUTTON PATT TITLE & ESCROW, LLC

By: _____

This Deed, made this **8th** day of **July, 2011**, by and between Sally Seller, party of the first part, and Bradley Buyer, party of the second part.

WITNESSETH, that in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS 00/100 (\$**100,000.00**), the party of the first part does hereby grant unto the party of the second part, in fee simple, as sole owner, all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the District of Columbia, described as follows, to wit:

See Attached Exhibit A

AND the said party of the first part covenants that he will warrant specially the property hereby conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal the day and year first hereinbefore written.

IN PRESENCE OF:

Sally Seller {SEAL}

DISTRICT OF COLUMBIA

I, _____, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Sally Seller, who is personally well known to me as the grantor in, and the person who executed the foregoing and annexed deed, bearing the date of **July 08, 2011**, personally appeared before me in the said District and acknowledged the said deed to be his act and deed.

Given under my hand and seal this **8th** day of **July, 2011**.

Notary Public

My Commission Expires: _____

AFTER RECORDING MAIL TO:
Hutton Patt Title & Escrow, LLC
213 Ridgepoint Place
Gaithersburg, MD 20878

GRANTEE ADDRESS:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
OWNER'S AFFIDAVIT – INDIVIDUAL



File No. TEST
Premises: 123 Main Street, Washington, DC 20007

ON THE 8TH DAY OF JULY, 2011, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, deposes and says:

That the undersigned Affiant is the record titleholder of the property known and described in Commitment Title Insurance No. TEST or as described on the attached.

The property is currently used as: a single family residence.

The street address of the property is: 123 Main Street, Washington, DC 20007, of record or otherwise;

The building and all improvements were completed more than _____ years ago.

As to contracts and conveyances: THAT no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting the title to said premises, except that in connection with which this Affidavit is given;

As to possession: THAT there are no parties in possession of said premises other than the undersigned.

As to judgments: THAT no judgment or decree has been entered in any court of this State of the United States against said Affiants and which remains unsatisfied; THAT no proceedings in bankruptcy have ever been instituted by or against Dependent in any court, or before any officer of any state;

As to marital status: THAT the undersigned is/are single/married, and if married, the undersigned have been continuously married to each other since we first took title to the property.

As to taxes and assessments: THAT there are no outstanding unpaid or delinquent real estate taxes or assessments against said premises; further, that there are no unpaid or delinquent water or sewer service charges against said premises;

Also, that the undersigned has not received notice, nor know of any recent future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property;

Additionally, there are no unpaid homeowners, condominium, or other special assessments.

I know of no violations of any zoning law or ordinance; or violations of restrictive covenants affecting the premises; or violations caused by an illegal lot division or failure to comply with any subdivision laws or ordinances.

I know of no encroachments of any improvements onto adjoining property including, but not limited to, walls and fences, easement or utility area.

I have never had my access to and from a public street limited in any way.

I have never been aware of any problems relating to either the issuance of a building permit or to the failure to obtain one for an improvement to the property.

THAT this Affidavit is made to induce the purchase of and/or a loan secured by the premises described herein and the issuance of a title insurance policy relating to the same; and

THAT Affiant further states that he is familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has heard/read the full facts of this Affidavit, and understands its contents.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Acknowledged, subscribed and sworn to before me

this 8th day of July, 2011.

Sally Seller (SEAL)

Notary Public

CORRECTED (if checked)

FILER'S name, street address, city, state, ZIP code, and telephone no. Hutton Patt Title & Escrow, LLC 213 Ridgepoint Place Gaithersburg, MD 20878 Phone: 240-780-6638		OMB No. 1545-0997 2011	Proceeds From Real Estate Transactions
1 Date of closing 7/8/11	2 Gross proceeds \$ 100,000.00	Form 1099-S	
FILER'S federal identification number	TRANSFEROR'S identification number	3 Address or legal description 123 Main Street Washington, DC 20007	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 Sally Seller	Street address (including apt. no.) City, state, and ZIP code	4 Transferor received or will receive property or services as part of the consideration (if checked) <input type="checkbox"/>	
Account or escrow number (see instructions) TEST	5 Buyer's part of real estate tax \$		

Form **1099-S**

(Keep for your records)

Department of the Treasury - Internal Revenue Service

Questions about this statement can be answered by calling Hutton Patt Title & Escrow, LLC at 240-780-6638.

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). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

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.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

IF THE TAX ID NUMBER SHOWN ABOVE AS "TRANSFEROR'S Identification Number" IS INCORRECT OR BLANK, PLEASE FILL IN THE CORRECT TAX ID NUMBER HERE:

SOCIAL SECURITY NUMBER/TAX ID NUMBER

Receipt of this statement is hereby acknowledged

this _____ day of _____, 20__.

Sally Seller



Government of the
 District of Columbia
 Office of Tax
 and Revenue
 Recorder of Deeds
 515 D Street, NW
 Washington, DC 20001
 Phone (202) 727-5374

Square Suffix Lot

PART F - Grantee Notification

- Homestead/Senior Deduction:** Is the property being transferred described in Part B, going to be used as an owner occupied residential property by the new owner?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

 If this is a refinance is the owner presently enrolled in the Homestead exemption Program?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----
- Mixed Use Tax Class:** Will this property be mixed use property?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----
- Low Income Tax Abatement:** Low income home owners may qualify for a 5-year tax abatement. If you are a low income homeowner you must complete and attach a Low Income Tax Abatement Application. If qualified, the tax abatement will begin for the first tax year following the transfer.

PART G - Grantor(s) Information

Grantor **Sally Seller** Grantor

Grantor Grantor

Address Phone

City State Zip

Grantor Tenancy Tenants in Common Joint Tenants Trustee

Tenants by Entireties Sole

Grantor Social Security # or Fed. ID #

PART H - Grantee(s) Information

Grantee **Bradley Buyer** Grantee

Grantee Grantee

Address Phone

City State Zip

Grantee Tenancy Tenants in Common Joint Tenants Trustee

Tenants by Entireties Sole

Interest Acquired 100 % Grantee Social Security # or Fed. ID #

PART I - Mailing Address for Grantee (if different from Part H)

Last Name First Name Middle Name

Unit # Address

City State Zip

Phone

PART J - Consideration and Financing (complete all items; insert zero if no amount)

Cash	\$	20,000.00	Other	\$	0.00
First Mortgage	\$	80,000.00			
Second	\$	0.00			
Assumed	\$	0.00	1. Construction Loan	\$	0.00
2. Total Consideration				\$	100,000.00
3. If no consideration, use Assessed Value (see Assessment Roll)				\$	0.00



Government of the
 District of Columbia
 Office of Tax
 and Revenue
 Recorder of Deeds
 515 D Street, NW
 Washington, DC 20001
 Phone (202)727-5374

Square Suffix Lot

PART K: Computation of Tax

If the residential deed transfer is for a total consideration of less than \$400,000 use Lines 1, 2 and 3. All other deed transfers, security instruments and commercial transactions use Lines 4, 5 and 6.

1. Recordation Tax	1.1% of Line 2 or Line 3, Part J	\$	1,100.00
2. Transfer Tax	1.1% of Line 2 or Line 3, Part J	\$	1,100.00
3. Recordation Tax	1.1% of Line 1, Part J (Construction Loan)	\$	0.00
4. Recordation Tax	1.45% of Line 2 or Line 3, Part J	\$	
5. Transfer Tax	1.45% of Line 2 or Line 3, Part J	\$	
6. Recordation Tax	1.45% of Line 1, Part J (Construction Loan)	\$	
7. Total of Lines 1, 2 and 3 or Lines 4, 5 and 6		\$	2,200.00

PART L: Affidavit (Part A to L)

I/We hereby swear or affirm under penalty of perjury that this return, including any accompanying schedules/documents/and statements, has been examined by me/us and to the best of my/our knowledge and belief, the statements and representations are correct and true. I/We hereby acknowledge that any false statement or misrepresentations I/We made on this return is punishable by criminal penalties under the laws of the District of Columbia.

Grantor(s)

Sally Seller

Typed Name

Signature

Date 7/8/2011

Subscribed to and sworn to before me
 by Grantor(s) this 8th day of
 July, 2008 11.

Notary Public

My Commission Expires: mm/dd/yyyy

Grantee(s)

Bradley Buyer

Typed Name

Signature

Date 7/8/2011

Subscribed to and sworn to before me
 by Grantee(s) this 8th day of
 July, 2008 11.

Notary Public

My Commission Expires: mm/dd/yyyy

This information is subject to audit within three years of filing.
 Please keep all supporting documentation.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE



Homestead Deduction/Senior Citizen/Disabled Property Owner Application Instructions

To apply for the Homestead Deduction/Disabled/Senior Citizen Tax Relief, you must: 1) be domiciled in the District of Columbia; 2) answer all the applicable questions in PART I, PART II and PART III; 3) sign and date the application in PART IV; and 4) send this application with the required supporting documents to the Homestead Unit at the address shown on the form. Incomplete applications will not be processed and will be returned. Please see OTR Tax Notice 2007-1 for guidance on eligibility for the Homestead Deduction and related real property tax relief programs.

If an approved application is filed from October 1 to March 31, the property will receive these benefits for the entire tax year. If an approved application is filed from April 1 to September 30, the property will receive the benefit on the second-half tax bill. Homestead Deduction/Disabled/Senior Citizen Tax Relief begins with the period when the application is filed; you cannot obtain the benefits for prior periods, even if you otherwise qualified for them.

Domicile: Generally, you must show that the District is your permanent home in order to establish District domicile. In order to help establish that the District is your permanent home, you should obtain, as applicable, a DC driver's license/identification, DC Vehicle Registration and DC voter registration. You should also have DC income tax withheld from your wages or file a DC income tax return.

Move-in Date: This is the date you moved permanently from your prior residence to the new homestead residence. It is NOT the Closing or Sale Date.

Social Security Number: Disclosure of your social security number is mandatory. The social security number will be used to verify taxpayer identity information and Homestead/Disabled/Senior Citizen eligibility.

Multiple Homesteads: Taxpayers may not receive the Homestead Deduction on more than one lot. If you move to a new home, you must notify the Homestead Unit of the Office of Tax and Revenue ("OTR") to cancel the present homestead deduction and apply for the benefit for the new home.

Non-U.S. Citizen/G-4 Visa: Non-U.S. citizens are generally not eligible to be considered District domiciliaries unless they possess a valid Permanent Resident Alien Card. Proof of asylum is also acceptable. Temporary visas and work visas do not qualify. Please include a copy of the front and back of your Permanent Resident Alien Card. An applicant holding a G-4 visa may be considered a District domiciliary if he or she is eligible to convert his or her visa to permanent resident status by right, or if such person is not required to leave the United States after separation from his or her employer.

Trust/Title: Property cannot receive the Homestead Deduction if it is held in an irrevocable trust (except a special needs trust) or if the record owner is a corporation or business entity (except a partnership in which all partners occupy the property as their principal residence).

Congress/Congressional Aide: A member of Congress is generally not considered a District domiciliary. A Congressional aide who is a resident of the Member's home state and is not registered to vote in the District is not considered domiciled in the District of Columbia.

Active Duty Military Service Members: Submit Form DD2058, State of Legal Residence Certificate, with your homestead application and submit it to your local military Finance Office to indicate the District as your domicile.

Cancellation. If the property ceases to qualify for Homestead/Disabled/Senior Citizen benefits, you must provide written notification to OTR's Homestead Unit within 30 days of the change in eligibility. Loss of eligibility may result if the ownership changes or if the owner moves out of the property or loses District domicile. A notification form is available on OTR's website. If you fail to provide written and timely notification as instructed, you may have to pay a penalty of 10% of the delinquent tax and 1.5% interest on such tax for each month that the property wrongfully received the benefit(s).



HOMESTEAD DEDUCTION AND SENIOR CITIZEN OR
DISABLED PROPERTY OWNER APPLICATION

Owner(s): Bradley Buyer Application Reconfirmation

Square	Suffix	Lot	Property Address
			123 Main Street, Washington, DC 20007

Email address (if available): _____

PART I – HOMESTEAD DEDUCTION

- Do you own and occupy this residential property as your principal residence (i.e. permanent home)? Yes No
- Is the property recorded in the name of a trustee of a revocable trust? Yes No
If YES, attach documentation supporting that the trust is a revocable trust and that the residence remains the residence of the applicant/grantor.
- Is the property recorded in the name of a trustee of a special needs trust? Yes No
If YES, attach documentation supporting that the trust beneficiary who occupies the property is disabled (see also Part II).
If YES to 1, 2 or 3, provide the date the resident/applicant moved into the property:

0	7	0	8	2	0	1	1
---	---	---	---	---	---	---	---

 (mm/dd/yyyy)
- Are you registered to vote in the District of Columbia? Yes No
If NO, where are you currently registered to vote? _____
- Do you have a District of Columbia driver's license? Yes No
- Do you have a motor vehicle registered in the District of Columbia? Yes No
- Do you file District individual income tax returns or is District tax withheld from your pay? Yes No

PART II – Senior Citizen or Disabled Property Owner Tax Relief

- Are you 65 years or older? If YES, attach a copy of your driver's license or District ID card. Yes No
- Provide your date of birth in the space provided:

--	--	--	--	--	--	--	--

 (mm/dd/yyyy)
- Are you deemed to be permanently and totally disabled by the Social Security Administration (SSA) or do you receive government disability payments? If YES, Attach a copy of the SSA certification or evidence of SSI, SSD, Federal, DC or railroad retirement disability payments. Yes No
- Do you own 50% or more of the property? Yes No
- Is the total Federal adjusted gross income of everyone living in the house (excluding tenants under a written lease) less than \$100,000 for the prior calendar year? Yes No



**Government of the
District of Columbia**
Office of Tax
and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

SECURITY AFFIDAVIT — CLASS 1

Square _____ **Suffix** _____ **Lot** _____

I, (We) Bradley Buyer the owner(s) of the real property described within certify, subject to criminal penalties for making false statements pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982, effective December 1, 1982 (D.C. Law 4-164; D.C. Code 22-2405), that the real property described within is Class 1 Property, as that class of property established pursuant to D.C. Official Code 47-813(C-6)(2).

Signature

Signature

Subscribed and sworn to me before this **8th** day of **July**, 20**11**.

Notary Public

My Commission Expires: _____
mmdyyy

File Number TEST

**NOTICE CONCERNING DISTRICT
OF COLUMBIA REAL ESTATE TAXES**

Date: April 6, 2011

Property: 123 Main Street, Washington, DC 20007

1. Regulations established by the District of Columbia have made it impossible to obtain a Tax Certificate prior to this settlement. A Tax Certificate has been ordered. This agreement may be signed in counterparts.
2. There may be outstanding taxes or other levies of the District of Columbia due against the property being transferred at this settlement, including, but not limited, to real estate taxes, clean it or lien it fees and special assessments. This may include recalculations of real estate taxes previously due or paid because of claims by the seller or prior owners of the homestead exemption by parties who are/were ineligible for the exemption.
3. The undersigned seller or refinancing party acknowledge that they are responsible for the payment of any such charges accruing prior to the date of settlement and they agree to pay any such charges. The purchaser agree to look to the seller for payment of any such charges and agree to hold any title company insuring title to the property and the attorney conducting this settlement, harmless from any expense, loss or damage whatsoever arising out of any charges referred to above.
4. Purchaser is hereby informed that they may be eligible for a homestead exemption on their real estate taxes from the District of Columbia government. To be eligible, they must intend to be owner occupants. Purchaser is further informed, that they **must** make **immediate** personal application to the D.C. Department of Finance and Revenue, 441 4th Street, N.W., Room 480, Washington, D.C. 20001. The exemption may constitute a significant reduction in the real property taxes for the property. The deadline for application varies as to the time of year. The failure to immediately apply may cause the purchaser to be ineligible for the current or subsequent tax year. The failure to immediately apply may cause the purchaser to lose a significant savings on their real estate taxes.

This agreement shall not merge into the Deed and shall survive the settlement.

PURCHASER

SELLERS:

Bradley Buyer

Sally Seller

CHOICE OF TENANCY

Re: 123 Main Street, Washington, DC 20007
File No. TEST

In connection with my purchase of the Property, I hereby direct **Hutton Patt Title & Escrow, LLC** to recite, in the Deed, Deed of Trust (if any), Title Insurance Policy(ies), and any other necessary or appropriate documentation the following tenancy, indicated by my initials in the area provided below:

- () 1. SOLE OWNER: An undivided ownership interest by one person with no other party having a right or interest in or to the Property.
- () 2. TENANTS BY THE ENTIRETY: An undivided ownership by both husband and wife, with the right to the entire property passing to the surviving spouse upon the death of one (1) spouse.
- () 3. JOINT TENANTS: An equal ownership interest by all parties named on the deed with rights of ownership vesting in the survivor of all owners.
Example: Andy, Beth and Charles own Black Acre one-third each (1/3rd each). If Beth dies, Andy and Charles will each own one-half (1/2) of Black Acre.

- () 4. TENANTS IN COMMON: An individual ownership interest in a portion of the Property (either equal or unequal) with another party and sharing a common interest and right to use as to the whole. Tenants in Common **does not provide** for survivorship rights. Thus, a will is recommended to identify the recipient of the ownership interest upon the death of one of the owners.
Example 1: Andy, Beth and Charles own Black Acre. Beth owns seventy percent (70%), Andy owns twenty percent (20%), and Charles owns ten (10%). Charles dies. Charles had a will which states that his interest should pass to his mother, Charlene. Charlene now owns a ten percent (10%) interest in Black Acre. If Charles dies without a will, his ten percent (10%) interest shall pass according to the laws of the .

Example 2: Andy and Beth are married but own Black Acre with Charles. Andy and Beth own a sixty percent (60%) interest in Black Acre, which they hold as Tenants by the Entirety. Charles owns a forty percent (40%) interest in Black Acre. As between Charles and the unit made up of Andy and Beth, the parties own Black Acre as Tenants in Common, for percent (40%) to Charles, sixty percent (60%) to Andy and Beth jointly.

_____ % to _____ % to _____
_____ % to _____ % to _____

I acknowledge that I have been provided with the opportunity to consult with an attorney of my own choosing as to which manner of title is suitable for my situation. Having been fully informed as set forth above, I direct **Hutton Patt Title & Escrow, LLC** to utilize the initialed tenancy in preparing my documentation with respect to the property.

WITNESS MY HAND and SEAL this 8th day of July, 2011.

Witness

Bradley Buyer

(SEAL)

STATUTORY NOTICE

To: Bradley Buyer

From: Hutton Pat Title & Escrow, LLC

Re: File Number: TEST

Property: 123 Main Street, Washington, DC 20007

Commitment: (attached) _____, hereinafter also referred to as "binder" or "title report."

Notice is hereby given that, in connection with the referenced real estate transaction, which involves a purchase money mortgage or deed of trust:

- (i) A loan policy of title insurance will be issued providing protection **ONLY FOR YOUR LENDER**, _____, who will be named as the insured.
- (ii) The face amount of the loan policy will be \$ 80,000.00.
- (iii) You have the **RIGHT** and **OPPORTUNITY** to obtain simultaneous title insurance in your favor ("owner's title insurance").
- (iv) An additional premium of \$ 292.00 is required for the purchase of simultaneous title insurance in your favor providing coverage equal to the purchase price of \$ 100,000.00.
- (v) Your title insurance protection would be subject only to the contingencies and conditions contained in the binder, title report, and policy.
- (vi) You have the right to review a sample of the form of policy in which the contingencies and conditions will be inserted.
- (vii) Your title insurance protection would become effective upon issuance of an owner's policy after the following contingencies have been met: (1) satisfaction of all requirements shown in the Commitment and (2) payment of the additional premium set forth in Item (iv) above.

STATEMENT OF RECEIPT OF NOTICE

I acknowledge receipt of the foregoing Statutory Notice on July 8, 2011, prior to the disbursement of any funds, and DO DO NOT want owner's title insurance.

Bradley Buyer

Borrower

Borrower

WATER ESCROW AGREEMENT

The undersigned Purchaser and Seller, of property known as 123 Main Street, Washington, DC 20007, acknowledge that Hutton Patt Title & Escrow, LLC will hold in escrow the sum of \$150.00 for the purpose of paying the final water and sewer bill when it is rendered. However, due to the unknown and uncertain size of water and sewer bills, the Purchaser and Seller hereby agree to indemnify and hold harmless Hutton Patt Title & Escrow, LLC, and the title insurance company insuring the title to the real property from any claims concerning the water and sewer bill should it later be determined that the escrow amount indicated above is insufficient to pay the final bill when rendered by the billing institution or government.

In the event the amount of escrow is insufficient to pay the water and/or sewer bill, Hutton Patt Title & Escrow, LLC will promptly notify the parties by verbal or written notice of the deficiency and shall send the bill and a check payable to the appropriate billing authority in the amount of the escrow held to the Purchaser who will adjust the bill directly with the Seller.

The Seller hereby agree to pay to the Purchaser any additional amount which may be required in addition to the escrowed monies, to pay the final water and sewer bill. The Seller further agrees to indemnify Purchaser for any loss or damage sustained by reason of the Seller non-compliance with this provision.

In the event the final water bill has not been received by the escrow agent within 120 days of settlement, the escrow agent shall be irrevocably authorized to return the entire water escrow to the Seller.

Notwithstanding the return of the escrowed funds to the Seller after the 120 day period, the parties hereto are not relieved of the corresponding responsibilities to adjust the relevant outstanding water bill between them.

We, the undersigned, have agreed to the foregoing as a condition for settlement by Hutton Patt Title & Escrow, LLC.

SELLER:

PURCHASER:

Sally Seller

Bradley Buyer

Certifications as to Withholding under IRC Section 1445
Foreign Investment In Real Property Tax Act

Order Number: **TEST**

Settlement Date: July 8, 2011
 Transferee: Bradley Buyer
 Transferor: Sally Seller
 Property: 123 Main Street, Washington, DC 20007

Transferee must retain a transferor's certification until the end of the fifth taxable year following the taxable year in which the transfer takes place and make it available to the Internal Revenue Service when requested.

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person, if the transferor is a foreign person and the transferee fails to withhold, the transferee may be held liable for the tax. Generally, the transferee must file the withholding return by the 20th day after the date of the transfer.

For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

Transferor's certifications herein are made to inform the transferee whether withholding of tax is or is not required upon transferor's disposition of a U.S. real property interest.

(A) Individual Transferor

- I, the undersigned, hereby certify:
1. WITHHOLDING IS NOT REQUIRED: I am not a nonresident alien for purposes of U.S. income taxation;
 WITHHOLDING IS REQUIRED: I am a nonresident alien for purposes of U.S. income taxation;
 2. My U.S. taxpayer identifying number [Social Security number] is: _____; and _____;
 3. My home address is: _____

- I, the undersigned, hereby certify:
1. WITHHOLDING IS NOT REQUIRED: I am not a nonresident alien for purposes of U.S. income taxation;
 WITHHOLDING IS REQUIRED: I am a nonresident alien for purposes of U.S. income taxation;
 2. My U.S. taxpayer identifying number [Social Security number] is: _____; and _____;
 3. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here 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.

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here 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.

Jul 8, 2011
Date Sally Seller

Date _____

(B) Entity Transferor

- The undersigned hereby certifies the following on behalf of transferor _____:
1. WITHHOLDING IS NOT REQUIRED: Transferor is not ...
 WITHHOLDING IS REQUIRED: Transferor is ...
 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. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
 3. Transferor's U.S. employer identification number is _____;
 4. Transferor's office address is: _____; and _____

- The undersigned hereby certifies the following on behalf of transferor _____:
1. WITHHOLDING IS NOT REQUIRED: Transferor is not ...
 WITHHOLDING IS REQUIRED: Transferor is ...
 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. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
 3. Transferor's U.S. employer identification number is _____;
 4. Transferor's office address is: _____; and _____

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement 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 I further declare that I have authority to sign this document on behalf of the transferor last named above.

Transferor understands this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement 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 I further declare that I have authority to sign this document on behalf of the transferor last named above.

Date _____ (Title)

Date _____ (Title)

Certification by Transferee

I understand I may have certain obligations under Internal Revenue Code Section 1445 and that I should consult independent counsel with regard to those obligations. Any explanations provided to me by settlement agent have been given for informational purposes only.

I have no actual knowledge, nor have I received notice from an agent, that any certification made herein by or on behalf of a transferor is false. I am not required by regulations to furnish a copy of the transferor's certifications to the IRS.

I am acquiring this property for use as a home by myself or a member of my family and the amount realized (sales price) is not more than \$300,000.

I am acquiring this property for use as a home by myself or a member of my family and the amount realized (sales price) is not more than \$300,000.

Jul 8, 2011
Date Bradley Buyer

Jul 8, 2011
Date _____