

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

SETTLEMENT AGREEMENT AND DISCLOSURE

Case No.: DC Refinance

Buyer(s)/Borrower(s):
Borrower

Lender:
Lender

Property:

Washington, DC 20016

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

1) ACKNOWLEDGEMENT OF RECEIPT: The Purchaser(s)/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. COUNSELORS TITLE, LLC ("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 COUNSELORS TITLE, LLC, as the title insurance agent, receives a commission on the title insurance premium.

2) SETTLEMENT STATEMENT: The Seller(s) or 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 indemnifies and holds harmless the Settlement Agent from the same.

3) THIRD PARTY INFORMATION: The parties understand and agree that the accuracy of third-party information furnished to COUNSELORS TITLE, LLC as to contract provisions, water and sewer charges, taxes, assessments, balances on notes secured by mortgages, deeds of trust and other evidences of indebtedness, as well as the amount of escrow funds, lender charges and similar items are not guaranteed by COUNSELORS TITLE, LLC. COUNSELORS TITLE, LLC does not guarantee the accuracy of this information and the parties acknowledge that they will be responsible as to any discrepancies affecting them.

4) LIABILITY: It is understood and agreed that COUNSELORS TITLE, LLC 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, truth-in-lending or consumer protection 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 the maximum amount for each individual depositor provided by law. The funds for this settlement are being deposited in Provident Bank for disbursement. We understand that the Settlement Agent assumes no responsibility for, nor will we hold the same liable for, loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed FDIC coverage and that the excess amount is not insured by the FDIC or that FDIC insurance is not available on certain types of bank instruments.

6) CLOSING CONDITIONS: The Purchaser(s)/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 our escrow account;
- b) All checks (including assignment of funds check) are received and have cleared our 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,

The title search to the property has been brought current to the time of recordation.

7) ACKNOWLEDGEMENT OF LEGAL REPRESENTATION: It is acknowledged that the law firm of Darby, Nalls, Smyth & Muldoon, LLC (the "Law Firm") acts as legal counsel to COUNSELORS TITLE, LLC. In the event that one of the attorneys of the Law Firm has been requested to conduct the settlement, the undersigned Purchaser(s)/Borrower(s) and/or Seller(s)/Owner(s) acknowledge that such attorney, as legal counsel to COUNSELORS TITLE, LLC, is not representing either Purchaser(s)/Borrower(s) or Seller(s)/Owner(s) and that no attorney-client relationship is being created as a result of such attorney conducting the settlement.

8) ADJUSTMENTS: The parties understand and agree that COUNSELORS TITLE, LLC 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 COUNSELORS TITLE, LLC 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 such sums, the parties agree to pay all costs and reasonable attorney's fees directly resulting from necessary collection actions.

9) 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 closing this transaction, agree that, if requested by the Lender or COUNSELORS TITLE, LLC, 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 COUNSELORS TITLE, LLC and its authorized representatives as their attorney-in-fact, to correct any such errors, place our initials on documents where changes are made, and/or sign our 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.

10) MAHT DISCLOSURE: The parties hereby direct and acknowledge that unless funds are required by applicable law to be deposited into a MAHT or CRESA Account, all funds received in this transaction shall be deposited into the COUNSELORS TITLE, LLC Trust Account at Provident Bank. This account contains only funds received by COUNSELORS TITLE, LLC in connection with this and other settlement transactions. Any interest earned on said account shall be retained by COUNSELORS TITLE, LLC as additional consideration for closing services.

Initials: _____

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

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11) **CERTIFICATE OF TRUE IDENTITY:** The undersigned does 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.

12) **CERTIFICATION:** I have carefully reviewed the HUD-1 SETTLEMENT STATEMENT and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 SETTLEMENT STATEMENT.

13) **SURVEY REVIEW ACKNOWLEDGEMENT:** I/We, the undersigned Purchaser(s), hereby acknowledge receipt of a copy of this survey and acknowledge that all house locations, lot lines, building restriction lines, easements, rights of way, encroachments and fence lines, if any, have been explained to us at settlement.

14) **PRIVACY POLICY:** The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes title insurance companies and companies that conduct closings. The new law requires that COUNSELORS TITLE, LLC, provide our privacy policy to all buyers, borrowers and sellers. The new law also requires that all purchasers purchasing an owners title insurance policy receive the privacy policy of the title insurance underwriter which provides such policy.

Below is our Privacy Policy. Attached in a separate form is our underwriter's policy.

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

- **Information we receive from your agent, such as your name, address, phone number, or social security number;**
- **Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and**
- **Information from public records**

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

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

Dated this .

Borrower

Notary Public
My Comm. Exp.: _____

Borrower(s) mailing address:

E-Mail address: _____

Borrower(s) phone numbers: Work _____ Home _____

Cell/Mobile _____

Attached is Certified To Be a True and Correct Copy of the Original Settlement Statement.

COUNSELORS TITLE, LLC

By: _____

Date: _____

DC - BATCH - DC REFI-Refi

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

CERTIFICATION

Case No.: DC Refinance

Buyer(s)/Borrower(s):
Borrower

Seller(s)/Owner(s):

Property:
Washington, DC 20016

Lender:
lender

I have carefully reviewed the HUD-1 SETTLEMENT STATEMENT and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 SETTLEMENT STATEMENT.

Effective Date:

Purchaser(s)/Borrower(s):

Seller(s):

Borrower

To the best of my knowledge, the HUD-1 SETTLEMENT STATEMENT which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

COUNSELORS TITLE, LLC

By: _____

Date:

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND INPRISONMENT. FOR DETAILS, SEE TITLE 18 U.S. CODE, SECTION 1001 AND SECTION 1010.

HUD Certification

SELLER/BORROWER AFFIDAVIT

THE UNDERSIGNED, UNDER PENALTIES OF PERJURY, DO STATE AND SAY THAT:

We are citizens of the United States, of legal age, and we have never changed our names or been known by any other names or used any other names than those set forth in COUNSELORS TITLE, LLC'S Title Insurance Commitment No. TESTER.

OWNERSHIP AND POSSESSION:

a. We have owned the property described in the aforesaid Commitment and now being sold or mortgaged by us; no one has ever questioned or disputed our ownership; no one has ever disturbed our use and enjoyment of said property; nor do we know of anyone claiming, disputing or questioning our ownership and possession of the property. We have not entered into any contracts of sale which are pending and which would prohibit us from transferring or encumbering title.

b. The Property being sold/mortgaged is presently being used as RESIDENTIAL/ COMMERCIAL; that there are no leases, rentals or sub-uses of the said property except _____.

c. THE PROPERTY IS DESCRIBED AND SET FORTH IN COUNSELORS TITLE, LLC Case No. TESTER- .

COURT PROCEEDINGS, LIENS AND/OR JUDGMENTS:

a. NO PROCEEDINGS IN BANKRUPTCY HAVE EVER BEEN INSTITUTED BY OR AGAINST US AND WE HAVE NEVER MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS;

b. We know of no action or proceeding relating to said property which is now pending in any State or Federal Court in the United States;

c. We know of no judgment or lien (including State and Federal Tax Liens) which has or may be levied, assessed or filed against us or the said property in any State or Federal Court in the United States;

d. We have not received any notice of violation; of condemnation, of repair, or of clean up from any governmental body as to the hereindescribed property which would or may give rise to a claim or lien on the property.

MORTGAGES, DEEDS OF TRUST AND ASSESSMENTS:

a. The herein described property is being sold free of all liens, Deeds of Trust, Mortgages and Security Agreements except as set forth in COUNSELORS TITLE, LLC Commitment No. TESTER.

b. There are no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the said property or the improvements thereon and all plumbing, heating, lighting, refrigerating and/or other equipment is fully paid for, including all bills for repair thereof;

c. There are no unpaid bills or claims for labor or services performed and materials furnished or delivered during last 12 months for alteration, repair work or new construction on the herein described property except _____.

d. In the event the herein described property is secured by EQUITY or CREDIT LINE DEEDS OF TRUST, MORTGAGES, or OTHER SECURITY INSTRUMENTS, we hereby certify that we have delivered unto the individual conducting settlement all checks, credit cards and/or other negotiable instruments which we may use to activate a loan under the EQUITY or CREDIT LINE and WE FURTHER STATE THAT THE LAST USE OF SAID CREDIT LINE WAS _____, AND WE SPECIFICALLY AUTHORIZE COUNSELORS TITLE, LLC to close out the said line of credit and to obtain and record documentation necessary to effectuate the release of the lien/security interest securing said line of credit;

e. In the event the herein described property is subject to periodic assessments due to membership in a HOMEOWNER'S ASSOCIATION, CONDOMINIUM REGIME or other assessing governing body, I HEREBY STATE THAT ALL SUCH ASSESSMENTS ARE CURRENT. The assessing bodies are as follows:

- 1. _____

- 2. _____

- 3. _____

TAXES:

- a. Real Property Tax bills which have been levied, rendered and are due and owing have been paid in full except as follows: _____.
- b. There are no special assessments for improvements completed or under construction which are pending but not yet assessed or which have been assessed to the property, NOTWITHSTANDING WHETHER THEY ARE CURRENTLY DUE AND OWING, which have not been paid in full.
- c. There are no personal property tax assessments or levies against us which are due and owing.
- d. Except as disclosed, there are no unpaid or delinquent water and/or sewer bills, including water/sewer facilities or front foot benefit charges, for said property.

ASSURANCES, INDEMNIFICATIONS AND INDUCEMENTS:

- a. WE HAVE NOT EXECUTED ANY DEED, DEED OF TRUST, MORTGAGE, FINANCING STATEMENT OR OTHER INSTRUMENT OF CONVEYANCE OR ENCUMBRANCE SINCE AND DO HEREBY INDEMNIFY COUNSELORS TITLE, LLC, AND ITS TITLE INSURER AGAINST ANY AND ALL MATTERS, INCLUDING BUT NOT LIMITED TO OMISSIONS, MISSTATEMENTS CONTAINED HEREIN, AND/OR CLAIMS FILED OR RECORDED SUBSEQUENT TO WHICH MAY CAUSE TITLE TO BE CONSTRUED TO BE UNMARKETABLE.
- b. THIS AFFIDAVIT AND INDEMNITY IS BEING GIVEN TO INDUCE THE PURCHASER TO ACCEPT OUR DEED AND/OR OUR LENDER TO ACCEPT OUR MORTGAGE AND FOR COUNSELORS TITLE, LLC AND ITS TITLE INSURER TO ISSUE ITS TITLE POLICY OR POLICIES TO SAME.
- c. If only one person signs this affidavit, the words, "WE", "US" and "OUR" shall mean "I", "ME" and "MY".

Borrower

Subscribed and sworn to before me this .

Notary Public
My Comm. Exp.: _____

SEE PAGE THREE FOR TERMS AND PROVISIONS OF INDEMNIFICATION

**CONDITIONS, COVENANTS
AND
TERMS OF INDEMNIFICATION**

THE INDEMNITOR, ITS HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS, AND ASSIGNS, OR ANY OF THEM, SHALL AND DO AT ALL TIMES HEREAFTER WILL AND SUFFICIENTLY SAVE, DEFEND, KEEP HARMLESS, AND INDEMNIFY COUNSELORS TITLE, LLC, AND ITS TITLE INSURER (HEREINAFTER REFERRED TO AS THE "TITLE COMPANY/INSURER"), ITS SUCCESSIONS AND ASSIGNS OF AND FROM ALL LOSS, DAMAGE, COST, CHARGE, LIABILITY OR EXPENSE, INCLUDING COURT COST AND ATTORNEY'S FEES, WHICH IT MAY SUSTAIN, SUFFER OR BE PUT TO UNDER ITS POLICY OR POLICIES OF TITLE INSURANCE OR OTHERWISE ON ACCOUNT OF THE OMISSION OR MISSTATEMENTS OF INFORMATION CONTAINED IN THIS AFFIDAVIT AND IN THE EVENT ANY CLAIMS OR LIENS IN CONNECTION WITH OMISSIONS OR MISSTATEMENTS ARE FILED OR RECORDED SHALL CAUSE SAME TO BE PAID AND DISCHARGED OF RECORD WITHOUT DELAY OR OTHERWISE DISPOSED OF TO COMPANY'S SATISFACTION.

THE INDEMNITOR AGREES THAT IF AT ANY TIME THE TITLE COMPANY/INSURER DEEMS IT NECESSARY IN ORDER TO SATISFY ITS OBLIGATIONS UNDER ITS POLICY OF TITLE INSURANCE DUE TO OMISSION OR MISSTATEMENTS CONTAINED IN THIS AFFIDAVIT, IT MAY, IN ITS SOLE DISCRETION, WITHOUT NOTICE TO INDEMNITOR, PAY, SATISFY, COMPRISE OR DO ANY OTHER ACT NECESSARY IN ITS JUDGMENT TO OBTAIN A QUIT CLAIM, RELEASE OR DISCHARGE OF ANY INSTRUMENT OR LIEN EXECUTED OR FILED BY OR AGAINST THE INDEMNITOR. THE INDEMNITOR HEREBY AUTHORIZES AND EMPOWERS TITLE COMPANY/INSURER TO ADVANCE AND PAY ANY SUMS NECESSARY TO OBTAIN A RELEASE, DISCHARGE OR SATISFACTION TO THE MATTERS.

IF TITLE COMPANY/INSURER SHALL SUSTAIN OR INCUR LOSS OR DAMAGE, INDEMNITOR SHALL BECOME INDEBTED TO TITLE COMPANY/INSURER IN AN AMOUNT EQUAL TO THE LOSS OR LOSS EXPENSE SUSTAINED OR INCURRED BY COMPANY AND AGREES TO REPAY COMPANY THAT AMOUNT ON DEMAND, TOGETHER WITH INTEREST THEREON FROM DATE OF DEMAND, AT THE LEGAL RATE FOR JUDGMENTS IN THE STATE WHERE THE REAL ESTATE IS LOCATED.

IF THE INDEMNITOR FAILS TIMELY TO TAKE SUCH STEPS AS IN THE OPINION OF TITLE COMPANY/INSURER ARE NECESSARY TO REMOVE THE MATTERS NOT SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO OMISSIONS AND/OR MISSTATEMENTS BY THE INDEMNITOR, ON OR BEFORE A DATE SPECIFIED BY THE TITLE COMPANY/INSURER, TITLE COMPANY/INSURER IS AUTHORIZED IN ITS OWN DISCRETION TO TAKE WHATEVER STEPS, INCLUDING BUT NOT LIMITED TO THE COMMENCEMENT OF LEGAL ACTION OR PAYMENT OF MONEY, THAT IT DETERMINES NECESSARY OR ADVISABLE TO REMOVE SAID MATTERS, AND IN CONNECTION THEREWITH INDEMNITOR SHALL, UPON DEMAND, ADVANCE TO TITLE COMPANY/INSURER ALL FUNDS NECESSARY, INCLUDING ALL COST, ATTORNEYS' FEES, OTHER EXPENSES AND LOSSES AND/OR PENALTIES.

TITLE COMPANY/INSURER SHALL HAVE THE RIGHT TO SELECT AND APPROVE ANY AND ALL COUNSEL WHO MAY BE RETAINED BY COMPANY OR BY INDEMNITOR TO DEFEND ANY ACTION BROUGHT BY ANY PARTY AS A RESULT OF TITLE COMPANY/INSURER ISSUING ITS POLICY OF TITLE INSURANCE BASED UPON THE INFORMATION CONTAINED IN THIS AFFIDAVIT, AND INDEMNITOR AGREES PROMPTLY TO PAY THE COUNSEL SO SELECTED OR APPROVED BY TITLE COMPANY/INSURER.

IF ANY INDEMNITOR BE NOT BOUND HEREUNDER FOR ANY REASON, THIS INSTRUMENT SHALL BE BINDING UPON THE OTHER INDEMNITORS.

THE LIABILITY OF INDEMNITOR UNDER THIS INSTRUMENT IS DIRECT AND PRIMARY AND IS NOT CONDITIONED OR CONTINGENT UPON PRIOR PURSUIT OF ANY REMEDIES BY COMPANY EXCEPT DEMAND FOR PERFORMANCE UPON INDEMNITOR. INDEMNITOR SHALL BE LIABLE FOR AND SHALL PAY PROMPTLY TO COMPANY ALL COSTS, EXPENSE AND ATTORNEYS' FEES INCURRED BY COMPANY IN ENFORCING ITS RIGHTS HEREUNDER.

THIS INSTRUMENT SHALL BE LIBERALLY CONSTRUED IN THE INTEREST OF AND FOR THE PROTECTION OF TITLE COMPANY/INSURER.

THIS INDEMNITY IS SPECIFICALLY INTENDED TO EXTEND TO COUNSELORS TITLE, LLC, ITS MEMBERS, AGENTS, EMPLOYEES AND ATTORNEYS AND TO ANY TITLE INSURER REPRESENTED BY COUNSELORS TITLE, LLC, IN CONNECTION WITH THE ISSUANCE OF THE TITLE INSURANCE POLICY OR POLICIES.

Case No.: DC Refinance

**SECURITY AFFIDAVIT
CLASS 1**

State/District of _____ **:**
:ss:

County/City of _____ **:**

I/We, Borrower, 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 either Class 1 Property, as that class of property are established pursuant to D.C. Official Code 47-813(C-6)(2).

Borrower

Subscribed and sworn to before me this .

Notary Public
My Comm. Exp.: _____

**ROD From ADM 14A
Revised 4/98**

Real Property Recordation and Transfer Tax Form FP 7/C

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

PART A -Type of Instrument

Deed [] Tax Deed [] Deed of Trust [X] Trustee Deed []
Easement [] Modification [] Lease [] Other []

PART B - Property Description/Data/Property Being Conveyed

Square [] Suffix [] Lot [] Square [] Suffix [] Lot []

If more than one lot, list Square/Suffix/Lots below or attach addendum:

Square and/or Parcel [] Lot(s) []

Property Address [] Unit No. []
Street Number Street Name Quadrant

Property Use [] Residential [] Commercial [] Condominium [] Apartment

In addition to the use above, is this property being rented? [] Yes [] No

Interest Transferred [X] Fee [] Leasehold [] Leasehold Improvement
[] Easement [] Other []

Interest Conveyed [] % Does this transfer include Condo Parking? [] Yes [] No

If YES, what is the parking account? [] Square [] Suffix [] Lot

Sale Type [X] Single/Parcel Improved - Arms Length
[] Single/Parcel Vacant - Arms Length
[] Multiple Parcels [] Arms Length, [] Not Arms Length

Date of Deed [] Consideration \$ [] (Part J, Line #1)

Was personal property included in this transfer? [] Yes [X] No

If YES, what type? [] Estimated Value \$ []

PART C - Instrument Submitted by or Contact Person

Name [] Firm COUNSELORS TITLE, LLC
Address []
City [] State [] Zip []

PART D - Return Instrument To

Name Sondra Chow Firm COUNSELORS TITLE, LLC
Address 4400 Jenifer Street, NW, Suite 200 Phone 202-686-0100
City Washington State DC Zip 20015

PART E - Exemption Application

Recordation Tax [X] Yes [] No Transfer Tax [X] Yes [] No

Reason for Recordation Tax Exemption # 21 Reason for Transfer Tax Exemption # 7

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

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?
 Yes No
- If this is a refinance is the owner presently enrolled in the Homestead exemption Program?
 Yes No
- Mixed Use Tax Class:** Will this property be mixed use property?
 Yes 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	<input type="text" value="Borrower"/>	Grantor	<input type="text"/>
Grantor	<input type="text"/>	Grantor	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/> Zip <input type="text"/>

Grantor Tenancy
 Tenants in Common
 Joint Tenants
 Trustee
 Tenants by Entireties
 Sole

Grantor Social Security # or Fed. ID #

PART H – Grantee(s) Information

Grantee	<input type="text" value="lender"/>	Grantee	<input type="text"/>
Grantee	<input type="text"/>	Grantee	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/> Zip <input type="text"/>

Grantee Tenancy
 Tenants in Common
 Joint Tenants
 Trustee
 Tenants by Entireties
 Sole

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

PART I – Mailing Address for Grantee (If different from Part H)

<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name	First Name	Middle Name
Unit # <input type="text"/>	Address <input type="text"/>	
City <input type="text"/>	State <input type="text"/>	Zip <input type="text"/>
Phone <input type="text"/>		

PART J – Consideration and Financing (Complete all items; insert zero if no amount)

Cash	\$	<input type="text" value="-200,000.00"/>	Other \$	<input type="text"/>
First Mortgage	\$	<input type="text" value="200,000.00"/>		
Second	\$	<input type="text"/>		
Assumed	\$	<input type="text"/>		
2. Total Consideration			\$	<input type="text"/>
3. If no consideration, use Assessed Value (see Assessment Roll)			\$	<input type="text"/>
1. Construction Loan \$				<input type="text"/>

**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

1. Recordation of Tax	1.1% of Line 2 or Line 3, Part J	\$	Exempt
1. Transfer Tax	1.1% of Line 2 or Line 3, Part J	\$	Exempt
1. Recordation Tax	1.1% of Line 1 (Construction Loan)	\$	Exempt
2. Recordation of Tax	1.45% of Line 2 or Line 3, Part J	\$	Exempt
2. Transfer Tax	1.45% of Line 2 or Line 3, Part J	\$	Exempt
2. Recordation Tax	1.45% of Line 1 (Commercial Construction Loan)	\$	Exempt
3. Total of Lines 1 or 2		\$	Exempt

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)	Grantee(s)
Borrower	lender
Typed Name	Typed Name
Signature	Signature
Typed Name	Typed Name
Signature	Signature
Typed Name	Typed Name
Signature	Signature
Typed Name	Typed Name
Signature	Signature
Date	Date
Subscribed to and sworn to before me by Grantor(s) this <input style="width: 50px;" type="text"/> day of <input style="width: 100px;" type="text"/> , <input style="width: 50px;" type="text"/> .	Subscribed to and sworn to before me by Grantee(s) this <input style="width: 50px;" type="text"/> day of <input style="width: 100px;" type="text"/> , <input style="width: 50px;" type="text"/> .
Notary Public	Notary Public
My Commission Expires: <input style="width: 100px;" type="text"/> mm/dd/yyyy	My Commission Expires: <input style="width: 100px;" type="text"/> mm/dd/yyyy

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

(CONTINUED)

- 1. Are you 65 years or older? If YES, attach a copy of your driver's license or District ID card. Or, have you been determined to be permanently and totally disabled by the Social Security Administration (SSA) or do you receive disability payments? If YES, attach a copy of the SSA certification or copies of federal, District or railroad disability payments. Yes No
- 2. Do you own 50% or more of the property? Yes No
- 3. Is the total 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
- 4. Provide your date of birth in the space provided: (mmddyyyy)

List the name and social security number of each person living in the home other than you and tenants. If more than three other people live in the home, attach a sheet of paper with the same information for them as shown below.

First Name	Last Name	MI	Social Security Number

PART III — Application for Abutting Lot(s)

To be eligible for the Class 1 Property tax rate and Senior Citizen or Disabled Property Owner Tax Relief, an abutting lot must have exactly the same ownership as the parent lot (the lot of the house or unit) and be: 1) immediately adjacent to the parent lot; or, 2) a parking space in the same condominium as the parent lot. List additional lot numbers for:

Parking Space(s): Abutting Lot(s):

PART IV – Affidavit

The applicant who is an owner of record of the property or trust beneficiary must sign and date this application. **Making a false statement is punishable by criminal penalties under DC Official Code § § 47-4106 and 22-2405. If you fail to complete Part IV, you will not be eligible for the Homestead Deduction and Senior Citizen or Disabled Property Owner Tax Relief.**

Last Name **First Name** **MI**

Social Security Number **Daytime Phone**

Signature: _____ Date: _____

Your Responsibility to Notify the Real Property Tax Administration: If your property no longer qualifies for the Homestead Deduction or Senior Citizen or Disabled Property Owner Tax Relief, you must notify us in writing and within 30 days at the following address: Office of Tax and Revenue, Real Property Tax Administration; 941 North Capitol Street, NE; Washington, DC 20002-- Attn: Homestead Deduction, Senior Citizen/Disabled Property Owner Tax Relief Cancellation. 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). **NOTE:** This application and continued eligibility for these tax benefits are subject to periodic audit. Please keep all supporting documentation.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER



Office of Tax and Revenue
Real Property Tax Administration

Instructions

- **The Tax Deferral for Low-Income and Low-Income Senior Property Owners Application, and**
- **The Homestead and Senior Citizen or Disabled Property Owner Application**

Effective October 1, 2005, there are two new tax relief programs available for property owners in the District of Columbia. The first, the Tax Deferral for Low-Income and Low-Income Senior Property Owners, provides a low-income property owner the opportunity to defer annual increases in real property taxes and provides senior citizens (65 years of age or older) the ability to defer the entire annual tax bill. The second real property tax relief program is a 50 percent tax credit for disabled District property owners.

Please note that there are several eligibility requirements that must be met for each of these programs and required documentation, which are noted on the application form. Also please take note of the interest charges and repayment requirements for each deferral program.

If applications are filed by May 1, 2006, these tax relief measures will be applied to the recipient's first half 2006 tax bill. Applications filed after that date will only be eligible for tax relief beginning with the second half 2006 taxes.

If you enter these programs but, at a future date, no longer meet the eligibility requirements, you must notify us in writing and within 30 days at the following address: Office of Tax and Revenue, Real Property Tax Administration; 941 North Capitol Street, NE; Washington, DC 20002 -- Attn: Assessment Services Division - Tax Relief Cancellation. If you fail to provide written and timely notification as instructed, you may have to pay a penalty of 10 percent of the delinquent tax and 1.5 percent interest on such tax for each month that the property wrongfully received the benefit(s). ***NOTE: This application and continued eligibility for these tax benefits are subject to periodic audit. Please keep all supporting documentation.***

RE-RECORDING CERTIFICATION

I. Party Requesting Re-recording:

Name: _____
(Please Print or Type)

Firm: COUNSELORS TITLE, LLC
Address: 4400 Jenifer Street, NW, Suite 200, Washington, D.C. 20015
Telephone: (202)686-0100

II. Property Description & Type of Document:

Square(s): _____ Lot(s): _____
Instrument #: _____ Recording Date: _____

III. Parties to Document:

Grantor(s): _____
Grantee(s): _____
Other: _____

IV. Reason(s) for Re-Recording (state specifically and include the page(s) and line(s) where change(s) occur):

V. A copy of the document before the change was made is required. _____

VI. Certification:

I, _____, hereby certify that the statement and representation made herein are correct and true and that no changes, modifications, or insertions have been made to the document referenced herein other than indicated above. Furthermore, I hereby acknowledge that any false statement or misrepresentation that I make on this form is punishable by criminal penalties under the laws of the District of Columbia.

(Date)

(Signature)

Given under my hand and seal this ____ day of _____, .

Notary Public



My Comm. Exp.: _____