

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

SETTLEMENT AGREEMENT AND DISCLOSURE

Case No.: DC Buyer

Buyer(s)/Borrower(s):
Bob Buyer

Seller(s)/Owner(s):
Sam Seller

Property:
19 Eye Street NW
Washington, DC 20019

Lender:

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 CRESPA Account, all funds received in this transaction shall be deposited into the COUNSELORS TITLE, LLC Trust Account at Bank of Georgetown. 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) **TENANCY FOR TITLE DEED:** Please initial your selection

_____ **JOINT TENANTS:** Each owner obtains an undivided, equal interest in the property and each has reciprocal rights of survivorship.

_____ **TENANTS IN COMMON:** Each owner obtains a certain undivided percentage interest in the property (the interests may be split in equal or unequal portions, for example: two owners may have a 50/50% split, or 60/40%, or 90/10%, etc.). Unlike a joint tenancy, tenants in common do not have reciprocal rights of survivorship. If a tenant in common dies, his or her interest will pass according to the terms of his or her Last Will and Testament, or under the laws of intestate succession if he/she dies without a Will. Unless otherwise set forth, a tenancy in common is presumed to create equal undivided interests. Purchasers may indicate a different breakdown as follows: Buyer #1 ____%; Buyer #2 ____%; Buyer #3 ____%; Buyer #4 ____%.

_____ **TENANTS BY THE ENTIRETY:** Undivided ownership by husband and wife with right of survivorship in surviving spouse.

_____ **SOLE OWNERSHIP:** 100% title vested in Grantee.

_____ **TRUST OWNERSHIP:** Title vested in Grantee(s) Trust.

14) **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.

15) **WATER ESCROW AGREEMENT:** The undersigned Purchaser(s) and Seller(s), of subject property acknowledge that COUNSELORS TITLE, LLC may hold in escrow the sum as reflected on the HUD-1 Settlement Statement 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(s) and Seller(s) hereby agree to indemnify and hold harmless COUNSELORS TITLE, LLC and the title insurance company insuring 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. The final bill will be adjusted as of the date of settlement or the date possession is delivered by the seller(s) to the purchaser(s), whichever later occurs.

In the event the amount of escrow is insufficient to pay the water and/or sewer bill, COUNSELORS TITLE, 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(s) who will adjust the bill directly with the Seller(s).

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

Purchaser(s) and Seller(s) hereby authorize COUNSELORS TITLE, LLC to provide the District of Columbia Water and Sewer Authority (DCWASA) with a copy of the final HUD-1 Settlement Statement for the purposes of generating a final bill and transferring this utility into the name of Purchaser(s). 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 amount to the Seller(s).

Notwithstanding the return of the escrowed funds to the Seller(s) 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 COUNSELORS TITLE, LLC.

16) **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.

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

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Dated this .

Bob Buyer

Sam Seller

Notary Public
My Comm. Exp.: _____

Notary Public
My Comm. Exp.: _____

Seller's forwarding address: _____

E-Mail address: _____

Seller's phone numbers: Work _____ Home _____

Cell/Mobile _____

Purchaser's forwarding address: 19 Eye Street NW
Washington, DC 20019

E-Mail address: _____

Purchaser'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 SALE-Sale

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

CERTIFICATION

Case No.: DC Buyer

Buyer(s)/Borrower(s):
Bob Buyer

Seller(s)/Owner(s):
Sam Seller

Property:
19 Eye Street NW
Washington, DC 20019

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):

Bob Buyer

Sam Seller

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

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

Case No.: DC Buyer

NOTICE TO BUYER

RE: ADDRESS: 19 Eye Street NW, Washington, DC 20019
BORROWERS: Bob Buyer
PURCHASE PRICE: \$
LOAN AMOUNT: \$

With respect to the real estate transaction involving the purchase of the above property by us and the making of the purchase money mortgage by us on this property, we have been notified by our settlement agent of the following:

1. That the Lender in the captioned transaction has requested a Loan Policy of Title Insurance to be issued by First American Title Insurance Company under which Policy the said Lender will be insured as mortgagee of this property.

2. That the face amount of this Loan Policy of Title Insurance is the amount recited above as "Loan Amount".

3. That we, as buyers of this property, have a right to obtain simultaneous title insurance issued in our favor, which will be the issuance of an Owner's Policy of Title Insurance in the amount of the purchase price, set forth hereinabove.

4. That there are 2 separate and distinct forms of Owner's Policy of Title Insurance available for our purchase:

A. 2006 ALTA Owner's Policy of Title Insurance; and,

B. *OWNER'S RESIDENTIAL EAGLE POLICY* of Title Insurance.

The insurance coverage's contained in each form of policy has been disclosed to us.

5. That any Owner's Policy of Title Insurance issued in our favor will be issued subject only to the contingencies and conditions in the title insurance binder/commitment. We understand that we have the right to review a sample of each form of Owner's Policy of Title Insurance in which said contingencies and conditions will be inserted.

6. That, if we desire a Policy as buyers, the Owner's Policy of Title Insurance will be effective upon the payment of the additional premium pursuant to our HUD-1 statement and upon the delivery and recordation of the Deed from the seller to buyer.

As used herein, plural shall be construed to mean singular and vice versa.

WE HEREBY ACKNOWLEDGE receipt of this Notice prior to the disbursement of any funds.

We hereby direct that First American Title Insurance Company, through its policy-issuing agent, proceed as follows:

(**CHOOSE ONE OPTION: INDICATE CHOICE BY PLACING AN "X"**)

OPTION 1:

_____ **ISSUE ONLY LOAN POLICY: WE DO NOT DESIRE AN OWNER'S POLICY OF TITLE INSURANCE AT THIS TIME.**

OPTION 2:

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

_____ ISSUE LOAN POLICY AND 2006 ALTA OWNER'S POLICY.

OPTION 3:

_____ ISSUE LOAN POLICY **AND** *EAGLE OWNER'S POLICY*.

Bob Buyer

Date

Date

Date

Date

SAMPLE

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

FIRPTA DECLARATION OF TRANSFEREE

I, the undersigned, am the transferee of the United States real property interest that is the subject of the attached Non-foreign Certification, and I acknowledge and declare under penalties of perjury that:

- (1) I have no actual knowledge that the Certification is false
- (2) I have not received a notice from any agent involved in the transaction that the Certification is false;
- (3) I have not failed to receive from a transferor corporation that I know to be a foreign corporation a copy of the IRS acknowledgement of that corporation's election under the Internal Revenue Code to be treated as a domestic corporation;
- (4) I have not failed to (and will if requested) furnish a copy of the Certification to the Internal Revenue Service when so required by its regulations; and
- (5) I ___ will ___ will not use the property as a residence (defined as residing at the property for at least fifty percent (50%) of the number of days that the property is in use, during each of the first two 12-month periods following the date of transfer).
- (6) The amount realized for the property is \$.

DATED this .

Bob Buyer

(IF THE PROPERTY IS TRANSFERRED BY A FOREIGN PERSON/ENTITY AND:

**(A) THE AMOUNT REALIZED EXCEEDS \$300,000.00, OR
(B) THE AMOUNT REALIZED IS LESS THAN \$300,000.00 AND THE TRANSFEREE WILL NOT USE THE PROPERTY AS A RESIDENCE, THEN A TEN PERCENT (10%) TAX OF THE AMOUNT REALIZED SHALL BE WITHHELD.)**

(IF THE TRANSFER DOES NOT EXCEED \$300,000.00, THE TRANSFEREE HAS COMPLETED THIS DECLARATION IN FULL, AND WILL USE THE PROPERTY AS A RESIDENCE, THEN NO TAX NEED BE WITHHELD.)

(THIS CERTIFICATION MUST BE RETAINED BY THE TRANSFEREE UNTIL THE END OF THE FIFTH TAXABLE YEAR FOLLOWING THE TAXABLE YEAR IN WHICH THE TRANSFER TAKES PLACE.)

BATCH - DC SALE

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

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.

Date: _____

Bob Buyer

BATCH - DC SALE

**FOR D.C. PROPERTIES ONLY
 NOTICE TO ALL PURCHASERS CONCERNING
 PAYMENT OF REAL ESTATE TAXES
 AND
 THE HOMESTEAD EXEMPTION**

REAL ESTATE TAXES:

Real estate property taxes on the District of Columbia are paid in arrears. The real estate property tax year follows the district of Columbia's fiscal year; it begins on October 1st and runs through the following September 30th.

Taxes are paid in two (2) semi-annual payments. Bills are issued in March and August. The first payment is due on March 31st and covers the first period from October 1st through March 31st. The second payment is due on September 15th and covers the second payment from April 1st to September 30th.

If you do not receive a tax bill or a notice that your bill has been sent to your mortgage lender for payment, you must apply to the Finance and Revenue Department for a bill. D.C. will not excuse the non-payment of taxes, even upon a showing that the D.C. government failed to send out a bill.

HOMESTEAD EXEMPTION:

If you are the owner and occupant of a residence in the District of Columbia, the Homestead Exemption gives you two important benefits: (1) \$64,000.00 is deducted from the assessed value making your taxes that much lower; and (2) the tax rate applied to the assessment is the lowest tax rate imposed by the District of Columbia government.

If the seller of your property was receiving the Homestead Deduction (or any other property tax benefit), then the first tax bill you receive after your purchase will reflect the seller's property tax assessment and credits. Thereafter, your property tax liability will be based on the annual property assessment levied by the District of Columbia adjusted by any exemption or credit to which you may be entitled. **Please note that this may result in a significant increase in your tax liability.**

Your Anticipated Taxes

Assessment	-	Credits or Deductions	x	Tax Rate	(½ Year)	=	Liability
	-		x	.0085	/2	=	

To receive any exemption and or credit you must file the appropriate forms with the D.C. Department of Tax and Revenue. Their phone number is 202-727-6438.

The undersigned purchasers acknowledge receipt of this Notice this _____ day of _____, 2009.

 Bob Buyer

TOPA AFFIDAVIT - PURCHASER

State of District of Columbia]
]ss
County of District of Columbia]

The undersigned, after being first duly sworn, states as follows:

1. The undersigned is the **PURCHASER of 19 Eye Street NW, Washington, 20019** (purchaser under Agreement of Sale by and between **Sam Seller** ["Seller"] and **Bob Buyer** ["Purchaser"], dated _____), which is purchasing the property described in Exhibit A hereof, hereinafter referred to as "the Property".
2. The Purchaser has requested that First American Title Insurance Company, hereinafter referred to as "First American Title Insurance Company", provide title insurance coverage against loss or damage arising from the initiation of a legal action in a court of competent jurisdiction seeking a judicial decree that the transaction in which the Seller conveyed title to the Property to Purchaser was not conducted in such a way as to extinguish the rights of purchase or first refusal or other rights of any tenant or tenant association pursuant to D.C. Code Section 42-3404.01 et seq., and as amended ("TOPA Rights").
3. To the knowledge of the Purchaser, no tenant or tenant association is presently asserting a claim of any TOPA Rights, or asserting that the transaction by which Seller is selling to Purchaser is not being conducted in such a way as to extinguish the TOPA Rights of any and all tenants and/or any tenant association(s).
4. To the knowledge of the Purchaser, there is no pending litigation or threatened litigation arising from the assertion of a TOPA claim by a tenant or a tenant association which affects title to the Property.
5. The undersigned makes this affidavit for the purpose of inducing First American Title Insurance Company to provide the title insurance coverage as described in Paragraph 2 with the knowledge that First American Title Insurance Company would not issue such coverage without having first received this affidavit and will rely on the assurances and representations made herein.
6. That the undersigned acknowledges that he has read the foregoing and fully understands the legal ramifications of any misrepresentation and/or untrue statements made herein .

The undersigned certifies under penalty of perjury that the foregoing is true and correct.

Bob Buyer

Subscribed and sworn to before me this .

Notary Public
My Commission Expires: _____

Case No.: DC Buyer

**EXHIBIT A
LEGAL DESCRIPTION**

SAMPLE

Real Property Recordation and Transfer Tax Form FP 7/C

PART A -Type of Instrument

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

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 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 19 Eye Street NW 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 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 Single/Parcel Improved - Arms Length []
Single/Parcel Vacant - Arms Length []
Multiple Parcels [] Arms Length, [] Not Arms Length []

Date of Deed 12/17/08 Consideration \$ 750,000.00 (Part J, Line #1)

Was personal property included in this transfer? Yes [] 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 Yes [] No [] Transfer Tax Yes [] No []
Reason for Recordation Tax Exemption # [] Reason for Transfer Tax Exemption # []

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? 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	Sam 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	Bob Buyer	Grantee	
Grantee		Grantee	
Address		Phone	
City		State	Zip

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)

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	\$	<input style="width: 90%;" type="text"/>	Other \$	<input style="width: 90%;" type="text"/>
First Mortgage	\$	<input style="width: 90%;" type="text"/>		
Second	\$	<input style="width: 90%;" type="text"/>		
Assumed	\$	<input style="width: 90%;" type="text"/>	1. Construction Loan \$	<input style="width: 90%;" type="text"/>
2. Total Consideration	\$	<input style="width: 90%;" type="text"/>		
3. If no consideration, use Assessed Value (see Assessment Roll)	\$	<input style="width: 90%;" 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	\$	
1. Transfer Tax	1.1% of Line 2 or Line 3, Part J	\$	
1. Recordation Tax	1.1% of Line 1 (Construction Loan)	\$	
2. Recordation of Tax	1.45% of Line 2 or Line 3, Part J	\$	
2. Transfer Tax	1.45% of Line 2 or Line 3, Part J	\$	
2. Recordation Tax	1.45% of Line 1 (Commercial Construction Loan)	\$	
3. Total of Lines 1 or 2		\$	

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.

<table border="0" style="width: 100%;"> <tr> <td align="center">Grantor(s)</td> </tr> <tr> <td> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Sam Seller</div> <div align="center" style="margin-bottom: 10px;">Typed Name</div> <hr/> <div align="center" style="margin-bottom: 10px;">Signature</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; width: 90%; margin: 0 auto;"></div> <div align="center" style="margin-bottom: 10px;">Typed Name</div> <hr/> <div align="center" style="margin-bottom: 10px;">Signature</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; width: 90%; margin: 0 auto;"></div> <div align="center" style="margin-bottom: 10px;">Typed Name</div> <hr/> <div align="center" style="margin-bottom: 10px;">Signature</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; width: 90%; margin: 0 auto;"></div> <div align="center" style="margin-bottom: 10px;">Typed Name</div> <hr/> <div align="center" style="margin-bottom: 10px;">Signature</div> <div style="border: 1px solid black; 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**This information is subject to audit within three years of filing.
Please keep all supporting documentation.**



Government of the District of Columbia
 Office of Tax and Revenue
 Real Property Tax Administration
 941 North Capitol Street, NE
 Washington, DC 20002

HOMESTEAD DEDUCTION, AND SENIOR CITIZEN OR DISABLED PROPERTY OWNER APPLICATION

Owner(s): Bob Buyer

Application

Reconfirmation

Square	Suffix	Lot	Property Address
12		9	19 Eye Street NW, Washington, DC, 20019

You may not receive a benefit under this application on more than one home. If you move to a new home, you cannot transfer a benefit from the old home to the new home. If you buy a new home, you may not use the previous owner's benefit; you must apply for the benefit for the *new* home.

PART I – Homestead Deduction

To apply for the Homestead Deduction, you must: 1) be domiciled in the District of Columbia; 2) answer all the questions in **PART I**; 3) sign and date the application in **PART IV**; and, 4) file this application with the Office of Tax and Revenue.

Note: The property cannot receive the Homestead Deduction if it is held in an irrevocable 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).

1. Do you own and occupy this residential property as your principal residence (i.e., permanent home)? Yes No
2. If YES, provide the date you moved into the property: (mmddyyyy)
3. Are you registered to vote in the District of Columbia? Yes No
 If **NO**, where are you currently registered to vote? _____
4. Do you have a District of Columbia driver's license? Yes No
5. Do you have a motor vehicle registered in the District of Columbia? Yes No
6. Do you file District of Columbia individual income tax returns? Yes No
7. If this is a condominium unit, do you own a parking space in the condominium? Yes No
 If **YES**, complete reverse side (Part III).
8. Do you own an additional lot abutting this property? Yes No
 If **YES**, complete reverse side (Part III).
9. Is the property recorded in the name 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
10. Is the property recorded in the name 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, below).

PART II - Senior Citizen or Disabled Property Owner Tax Relief

To apply for the Senior Citizen or Disabled Property Owner Tax Relief, you must: 1) answer the questions in this Part; 2) qualify the property to receive the Homestead Deduction; 3) list the name(s) and social security number(s) of all wage earners living in the property; 4) **complete PART I, PART II and PART IV**; and, 5) file this application with the Office of Tax and Revenue.

(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.



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.***

PURCHASERS POST SETTLEMENT INFORMATION

FIRST MORTGAGE PAYMENT

Within the next thirty (30) days, your Lender will forward a coupon booklet or other loan payment instructions to your mailing address. Your first payment will normally be due on the first day of the second month following settlement (for example, ie. settlement is on January 15th, your first payment will be due on March 1st.)

FIRST CONDOMINIUM FEE PAYMENT (if applicable)

Your first condominium fee payment will also normally be due on the first day of the second month following settlement. Please contact the condominium management company or on-site manager for further instructions.

PAYMENT OF REAL ESTATE TAXES

State of Maryland: Real Estate taxes on owner-occupied properties are generally paid on a semi-annual basis in advance and are assessed on a fiscal basis. The fiscal year is July 1 to June 30. Taxes on non-owner-occupied properties are paid on an annual basis.

District of Columbia: Real Estate Taxes are paid bi-annually, six (6) months in arrears. The tax levies are April 1-September 30 and October 1-March 31. The bills are payable in September and March, without penalty.

Note: If your Lender is escrowing for payment of your taxes, it will request your tax bill and you will receive an acknowledgement copy.

SETTLEMENT STATEMENT, DEED AND OWNERS TITLE INSURANCE POLICY

Retain your signed copy of the final settlement statement in a safe place for use in preparation of your tax return. Your tax preparer will require this document for the purpose of determining which settlement charges are tax deductible.

The recorded Deed and Owners' Title Insurance Policy (if purchased) will be mailed to you by this office after settlement. These are important documents and should be placed in a safe place for future reference.

We have appreciated the opportunity to be of service to you and hope that you have found our services to be to your satisfaction. Please feel free to call our office for any additional assistance.

SAMPLE