

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

SETTLEMENT AGREEMENT AND DISCLOSURE

Case No.: MD Refinance

Buyer(s)/Borrower(s):
Borrower

Lender:
Lender

Property:

Bethesda, MD

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) **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:

MD - BATCH - MD REFI WITH WORD INTAKE SHEET-Refi

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

CERTIFICATION

Case No.: MD Refinance

Buyer(s)/Borrower(s):
Borrower

Seller(s)/Owner(s):

Property:

Bethesda, MD

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: December 15, 2008

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.: MD Refinance

CERTIFICATION OF RE-RECORDING

The undersigned certify that they hereby affirm, acknowledge and acquiesce in the re-recording of the deed of trust executed by them on December 15, 2008. This deed of trust is being re-recorded for the following reason(s):

Borrower

STATE/DISTRICT OF _____ :
:SS:
COUNTY/CITY OF _____ :

Acknowledged before me this .

Notary Public
My Comm. Exp.:

BATCH - MD REFI WITH WORD INTAKE SHEET

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

OWNER'S AFFIDAVIT OF SURVEY

THIS AFFIDAVIT IS GIVEN TO INDUCE COUNSELORS TITLE, LLC, AND ITS TITLE INSURER TO ISSUE ITS COMMITMENTS OF TITLE INSURANCE AND ITS FINAL LENDER'S POLICY OF TITLE INSURANCE TO LENDER WITHOUT A SURVEY EXCEPTION AND WITHOUT THE NECESSITY OF THE OWNER OBTAINING A NEW LOCATION SURVEY.

The Undersigned hereby states UNDER PENALTIES OF PERJURY as follows:

1. That I/We am/are the Owner(s) of _____, Bethesda, MD, a residential owner-occupied property, "the property";
2. That attached hereto and made a part of this affidavit is the location survey prepared on my/our behalf by _____ dated _____ which I/we obtained at the time of my/our purchase or last refinance of the property;
3. That the location survey as presented has not been altered in any detail since its completion and delivery by the registered property line surveyor to the professional land surveyor;
4. That a physical examination of the property discloses no discrepancy between the property and the location survey;
5. That I/we have not built or relocated any fence, fences, driveways, walkways, buildings or accessory structures on the property since the date of the location survey;
6. That my neighbors have not built or relocated any fence, fences, driveways, walkways, buildings or accessory structures along or adjacent to my property lines;
7. That no one is adversely holding any portion of the property;
8. That no one has claimed any portion of the property or is maintaining that he, she and/or they own any portion of the property;
9. That there have been no physical changes in the boundary lines of the property as shown on the location survey; and
10. That I/we have not made any alterations, enlargements, and/or additions to the exterior of the improvements as shown on the location survey.

Borrower

BATCH - MD REFI WITH WORD INTAKE SHEET

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. ..

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. --/.

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. ..

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.

**AFFIDAVIT MADE PURSUANT TO SECTION 12-108(g)(3)
OF THE TAX-PROPERTY ARTICLE OF
THE ANNOTATED CODE OF MARYLAND**

THE undersigned make(s) oath, in due form of law and under the penalties of perjury, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 12-108(g)(3) of the Tax-Property Article of the Annotated Code of Maryland, as follows:

1. That I/we am/are original mortgagor(s) of the mortgage/deed of trust dated and recorded at Liber , folio among the Land Records of ;
2. That the mortgaged property is my/our principal residence; and
3. That the amount of unpaid principal of the original mortgage/deed of trust being refinanced is \$.

DATED, the .

Borrower

MD - Refi Clause

SAMPLE