

# COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC  
GENERAL COUNSEL

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## SETTLEMENT AGREEMENT AND DISCLOSURE

Case No.: MD Seller

**Buyer(s)/Borrower(s):**

Bob Buyer  
Betty Buyer

**Seller(s)/Owner(s):**

Sam Seller  
Suzie Seller

**Property:**

7900 Whittier Boulevard  
Bethesda, MD 20816

**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") coverages apply only to a maximum amount allowed by law for each individual depositor. The funds for this settlement are being deposited in Bank of Georgetown 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 the limit allowed by law 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, Nixon & 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.

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

\_\_\_\_\_  
Betty Buyer

\_\_\_\_\_  
Suzie 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: \_\_\_\_\_

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: \_\_\_\_\_

MD - BATCH - MD SALE WITH WORD INTAKE SHEET-Sale

# COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC  
GENERAL COUNSEL

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## CERTIFICATION

Case No.: MD Seller

**Buyer(s)/Borrower(s):**

Bob Buyer  
Betty Buyer

**Seller(s)/Owner(s):**

Sam Seller  
Suzie Seller

**Property:**

7900 Whittier Boulevard  
Bethesda, MD 20816

**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

\_\_\_\_\_  
Betty Buyer

\_\_\_\_\_  
Suzie 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 IMPRISONMENT. 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

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## PROCEEDS AUTHORIZATION

Re: Property: 7900 Whittier Boulevard  
Bethesda, MD 20816

We hereby authorize COUNSELORS TITLE, LLC to disburse the proceeds of the sale/refinance of the above property, after paying the costs, in one (1) check or wire made payable to the Seller(s)/Borrower(s) unless otherwise stated herein:

1) **ONE CHECK PAYABLE TO:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

2) **ONE WIRE TRANSFER TO THE FOLLOWING ACCOUNT:**  
**BANK NAME:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_  
**ABA #:** \_\_\_\_\_  
**ACCOUNT NAME:** \_\_\_\_\_  
**ACCOUNT #:** \_\_\_\_\_

**NOTE: Some banking institutions may impose a fee to accept incoming wire transferred funds. I acknowledge this fee may be charged to me by my bank and will not hold COUNSELORS TITLE, LLC responsible for payment of such fee.**

COUNSELORS TITLE, LLC has relied on the above information for the transfer of funds. We will not be held responsible for the delay in receipt of these funds in the event the above information is insufficient to affect the transfer of funds.

3) **MULTIPLE CHECKS:** \$ \_\_\_\_\_ TO \_\_\_\_\_  
address: \_\_\_\_\_  
\$ \_\_\_\_\_ TO \_\_\_\_\_  
address: \_\_\_\_\_  
\$ \_\_\_\_\_ TO \_\_\_\_\_  
address: \_\_\_\_\_

4) The balance of any escrow is to be disbursed to: \_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_

BATCH - MD SALE WITH WORD INTAKE SHEET

# COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC  
GENERAL COUNSEL

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## FIRPTA AFFIDAVIT

### CERTIFICATION OF NONFOREIGN TRANSFEROR

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee that withholding is not required upon my disposition of a U.S. real property interest, I, the undersigned hereby certify the following (either A or B is applicable):

#### A. Individual Transferor(s)

1. I/We am not a foreign person for purposes of U. S. income taxation;
2. My/Our U.S. taxpayer identifying number (Social Security No.) is:

Seller: Sam Seller	SSN#:
Seller: Suzie Seller	SSN#:
Seller:	SSN#:
Seller:	SSN#:

3. My/Our home address is: .

#### B. Entity Transferor

1. Transferor(s) is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The U.S. employer identification of the transferor(s) is ;
3. The office address is , and place of incorporation (if applicable) is \_\_\_\_\_ and;
4. I, \_\_\_\_\_, am the \_\_\_\_\_ of the transferor(s) and have authority to sign this document on its behalf.

It is understood that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE.

Dated this .

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Suzie Seller

BATCH - MD SALE WITH WORD INTAKE SHEET-UT

## FIRST-TIME MARYLAND HOME BUYER'S AFFIDAVIT

The undersigned, being one of the Grantees of that certain property known as Lot/Unit 831, Block \_\_\_\_\_, in the subdivision known as THE FAIRWAYS SOUTH AT LEISURE WORLD, do hereby certify, under penalties of perjury:

1. That said property is improved by a residence and we do intend to personally occupy said residence as our principal residence.

2. That each of the undersigned is a first-time Maryland home buyer, defined as an individual who has never owned residential real property in the State that has been the individual's principal place of residence, who will occupy the property as Grantee's principal residence.

Witness:

\_\_\_\_\_  
Bob Buyer

\_\_\_\_\_  
Betty Buyer

STATE OF \_\_\_\_\_

:ss:

COUNTY OF \_\_\_\_\_

Subscribed and Sworn to before me this .

\_\_\_\_\_  
Notary Public  
My Comm. Exp:



# COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC

GENERAL COUNSEL

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## SELLERS POST SETTLEMENT INFORMATION

### **SETTLEMENT STATEMENT**

Please retain your signed copy of the final settlement statement in a safe place for use in preparation of your income tax returns.

### **REFUND OF INTEREST AND/OR ESCROW ACCOUNT BALANCE(S)**

If you are entitled to a refund of overpaid interest and/or return of your tax and insurance escrow balance, you should receive a check directly from your Lender no later than 45 days from the date of settlement and/or the disbursement of funds. If you do not, you should contact the customer service department of the Lender's office directly.

### **WATER ESCROW (if applicable)**

If an escrow was held from your proceeds of sale for the payment of a final water/sewer bill, we will pay the bill and mail your refund within 60 days. If you do not receive your refund within this period of time, please contact our office for assistance in determining the status. The adjustment of the water usage will be based on a final bill, which may be estimated.

Please note: Many homes have more than one meter. Please contact the water company to determine whether your home needs to have more than one meter reading.

### **MISCELLANEOUS ESCROWS**

If an escrow was held by our office for another purpose, please follow the requirements set forth in the Escrow Agreement to release the funds. We will only release escrowed funds once the terms of the Escrow Agreement have been met. This may require written instructions from the Purchaser and/or Seller.

### **RELEASE OF PAID IN FULL MORTGAGE/DEED OF TRUST LOAN**

In the event your mortgage lender, who has been paid in full, returns the "PAID AND CANCELLED" Promissory Note and/or Deed of Trust to you, please forward them to our office to allow us to properly complete the release of this lien from the land records. It is our policy to retain the original recorded release in our file in order to have the documentation available in the event there are future inquiries upon the resale of this property. Should you require a copy of any release of lien, we will be happy to honor your written request.

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.

BATCH - MD SALE WITH WORD INTAKE SHEET



# FIRST AMERICAN TITLE INSURANCE COMPANY

Case No.: MD Seller

## EAGLE OWNER'S AFFIDAVIT

Street Address of Subject Property: 7900 Whittier Boulevard  
Bethesda, MD 20816

STATE OF MARYLAND, to wit:

THIS DAY, there personally appeared before the undersigned, a Notary Public in and for the State of , duly commissioned, the undersigned Owner(s) of the captioned property, who, being first duly sworn, depose(s) and say(s) as follows:

1. That I/we are a) of legal age, b) have legal capacity to act for myself/ourselves, c) are all of the owners of the subject property, d) are the same persons named in the title Deed, and e) are citizens of the United States.
2. The property is currently used as a residence.
3. The street address of the property is correct as shown at the heading of this Affidavit.
4. No one has ever questioned or disputed my/our ownership of the property.
5. That there are no disputes with any adjoining property owners or with any parties or persons as to use or location of any improvements (including fences, driveways, structures, etc.) nor disputes regarding location of property lines.
6. Our access to and from a public street has never been questioned or limited in any way.
7. That I/we are not a party to any pending lawsuits in any Court.
8. That no proceedings in bankruptcy have been instituted by or against the undersigned in any Court.
9. That there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, Unpaid Homeowners or Condominium Association Dues or Assessments, etc.) known to me/us which are not being paid or adjusted for in this current transaction.
10. That all labor and materials used in construction of improvements, repairs, or modifications to this property have been paid for, and there are now no unpaid bills for labor or material against the improvements or property. I/we have not received notice of any mechanic's lien claim.
11. That there are no unrecorded and/or outstanding leases, contracts, options or agreements affecting this property (other than the contract or option which is the subject of the present transaction) which have not been disclosed to First American Title Insurance Company or its agent in writing.
12. That I/we know of no violations of subdivision or lot division laws, nor do we know of any violations of any zoning laws regarding this property.
13. That all taxes, charges, dues, water and sewer bills and charges, and other assessments payable in connection with this property have been paid through the date of the herein affidavit unless payment has been provided for on the HUD-1 Settlement Statement used in the current transaction; and the undersigned have not received notice from any Governmental agency that work is required to be done to the subject property which will result in future charges.
14. That I/we are not receiving the benefit of any real property tax credits or preferential assessments which may not continue as credits or preferential assessments to any purchaser of this property.
15. That no Governmental authority has notified me/us of any violations, abatement notices, or condemnations.
16. That I/we have no knowledge of any violations of neighborhood restrictions and/or homeowners or condominium association restrictions or by-laws with respect to this property.
17. That I/we are not aware of any problems regarding the issuance of a building permit or failure to obtain a building permit regarding this property.
18. That this property is occupied by the undersigned and undersigned's family. No other persons are in possession of this property.
19. That the marital status of the undersigned is: Single \_\_\_\_ or Married \_\_\_\_\_. (NOTE: If married, the undersigned have not been divorced (even if remarried), unless this fact previously has been made known to First American Title Insurance Company or it's Agent.)
20. That none of the improvements to this property are a mobile home or trailer.
21. There are no bodies of water (including ponds, marshlands, or streams) located on or abutting the property.
22. OTHER: \_\_\_\_\_
23. OTHER: \_\_\_\_\_

Wherever used in this Affidavit, the singular shall be construed to mean the plural, and the plural shall be construed to mean the singular, as the case may be.

**NOTE: If any of the statements above are incomplete, inaccurate, or require further explanation or comments, it is the responsibility of the undersigned to place an "X" in the box below and to provide detailed explanation(s) on an additional page.**

THE PURPOSE OF THIS AFFIDAVIT is to induce First American Title Insurance Company or it's Agent to make and complete settlement on the subject property, and to issue its Policy(ies) of Title Insurance, and we understand that First American Title Insurance Company and/or it's Agent will rely upon the accuracy of the statements contained herein. I/we affirm and state under the penalties of perjury that unless I/we have made written notations on this Affidavit to the contrary, all of the foregoing statements are true and correct to the best of my/our knowledge and belief.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Suzie Seller

FILER'S Name, Street address, City, State and Zip Code  
COUNSELORS TITLE, LLC

1. Date of Closing (MMDDYY)

2009 - 1099s  
Proceeds From  
Real Estate  
Transaction

4400 Jenifer Street, NW, Suite 200  
Washington, D.C. 20015

2. Gross Proceeds

FILER'S Federal Identification Number

TRANSFEROR'S Identification Number

TRANSFEROR'S Name

3. Address or Legal Description (including City, State & Zip)

Sam Seller  
Suzie Seller

7900 Whittier Boulevard  
Bethesda, MD 20816

Street Address (including Apt. No.)

4. Check here if the Transferor received or will receive Property or  
Services as part of the Consideration

City, State and Zip Code

Account Number (optional)

5. Buyer's Part of Real Estate Tax

TESTA-

FOR TRANSFEROR: This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**INSTRUCTIONS:**

Generally, persons responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. If the real estate transferred was your main home, file Form 2119, Sale of Your Home, with your income tax return even if you sold at a loss or you did not replace your home. If the real estate transferred was not your main home, report the transaction in the applicable parts of Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

If you sold your home and (1) you did not own for more than 9 years and (2) it was financed after 1990 under a Federally subsidized program (qualified mortgage bonds or mortgage credit certificates), you may have to recapture part of the subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling your Home.

BOX 1. Shows the date of closing.

BOX 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See BOX 4.

BOX 3. Shows the address of the property transferred or a legal description of the property.

BOX 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in Box 2.

BOX 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract this amount from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the line for "other Income" on Form 1040. For more information, see Pub. 523.

Sam Seller

SSN:

Suzie Seller

SSN:

SSN:

SSN:

Case No.: MD Seller  
Title Insurer: First American Title Insurance Company  
Tax Account No.:

## **THIS DEED**

This Deed, made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Sam Seller Suzie Seller**, party of the first part, and **Bob Buyer and Betty Buyer husband and wife**, parties of the second part:

WITNESSETH, that in consideration of the sum of \$ , receipt of which is hereby acknowledged, and which the party of the first part certify(ies) under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party of the first part do/does grant and convey unto the parties of the second part, in fee simple, **as tenants by the entirety** all that property situate in Montgomery , Maryland, and **as described in Exhibit A attached hereto and made a part hereof.**

BEING all of the same property as described in a deed dated \_\_\_\_\_, recorded among the Land Records of Montgomery , MD, at Liber \_\_\_\_\_, Folio \_\_\_\_\_, which has the address of 7900 Whittier Boulevard, Bethesda, MD 20816.

SUBJECT to covenants, easements and restrictions of record.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only and benefit forever of said parties of the second part in fee simple.

AND said party of the first part do/does hereby covenant to warrant specially the property hereby conveyed; and to execute such further assurances of said land as it may be requisite or necessary.

**RETURN TO AFTER RECORDING:**  
COUNSELORS TITLE, LLC  
4400 Jenifer Street, NW, Suite 200  
Washington, D.C. 20015

WITNESS my/our hand(s) and seal(s) on the day and year first hereinbefore written.

Signed, sealed and delivered  
in the presence of,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Suzie Seller

**ATTORNEY CERTIFICATION**

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
**GRANTOR MAILING ADDRESS:**

**GRANTEE MAILING ADDRESS:**

Case No. MD Seller

**EXHIBIT A  
LEGAL DESCRIPTION**

**SAMPLE**

## Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	
<b>Sam Seller and Suzie Seller</b>	

2. Reason for Exemption	
<b>Resident Status</b>	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
<b>Principal Residence</b>	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121 and is recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

3a. Individual Transferors	
Witness	<b>Sam Seller</b>
Witness	<b>Suzie Seller</b>
Witness	
Witness	

3b. Entity Transferors	
Witness/Attest	Name of Entity
	By: _____
	Name
	Title



**SELLER 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. TESTA.

**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. TESTA- .

**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. TESTA.

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;

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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".

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Suzie Seller

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**

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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 SUCESSORS 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 DELAYOR 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 LOSSESS 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.