

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



**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

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

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

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

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

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

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

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

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

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

We appreciate this opportunity to be of service to you.

Agent Name: Hutton Patt Title & Escrow, LLC



# HUTTON PATT TITLE & ESCROW

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

PROPERTY DESCRIPTION:

123 Main Street, Potomac, MD 20854

LENDER:

HPTE Case No.:

TEST

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

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

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

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

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

Effective Date:

Purchaser(s)/Borrower(s):

Seller(s)/Owner(s):

Buster Brown

Sandy C. Shore

Notary Public

Notary Public

PURCHASER(S) PHONE #'S:

HOME:

CELL:

EMAIL ADDRESS:

SELLER(S) FORWARDING ADDRESS:

SELLER(S) PHONE #'S:

HOME:

CELL:

EMAIL ADDRESS:

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

HUTTON PATT TITLE & ESCROW, LLC

By: \_\_\_\_\_

Hutton Patt Title & Escrow, LLC  
File No. TEST  
Tax ID #

**This Deed**, made this 8th day of July, 2011, by and between **Sally Seller**, GRANTOR, and **Bradley Buyer**, GRANTEE.

**Witnesseth** —

**That in consideration** of the sum of ONE HUNDRED THOUSAND DOLLARS 00/100 (\$100,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, as sole owner, in fee simple, all that lot of ground situate in the County of Montgomery, State of Maryland and described as follows, that is to say:

See Attached Exhibit A

**Together with** the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Bradley Buyer, as sole owner, in fee simple.

**And** the Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant Specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

**In Witness Whereof**, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

\_\_\_\_\_  
Sally Seller (SEAL)

STATE OF MARYLAND  
COUNTY OF MONTGOMERY } ss

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Attorney



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

File No. TEST  
Premises: 123 Main Street, Potomac, MD 20854

STATE OF MARYLAND

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

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

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

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

The street address of the property is: 123 Main Street, Potomac, MD 20854, of record or otherwise;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Acknowledged, subscribed and sworn to before me

this 8th day of July, 2011. Sally Seller {SEAL}

Notary Public \_\_\_\_\_

FILER'S name, street address, city, state, ZIP code, and telephone no.  
**Hutton Patt Title & Escrow, LLC**  
**213 Ridgepoint Place**  
**Gaithersburg, MD 20878**  
**Phone: 240-780-6638**

CORRECTED (if checked)

OMB No. 1545-0997

**2011**

Form **1099-S**

**Proceeds From Real Estate Transactions**

FILER'S federal identification number		TRANSFEROR'S identification number	
TRANSFEROR'S name <b>Sally Seller</b>		1 Date of closing <b>7/8/11</b>	
Street address (including apt. no.) City, state, and ZIP code		2 Gross proceeds <b>\$ 100,000.00</b>	
Account or escrow number (see instructions) <b>TEST</b>		3 Address or legal description <b>123 Main Street Potomac, MD 20854</b>	
		4 Transferor received or will receive property or services as part of the consideration (if checked) <input type="checkbox"/>	
		5 Buyer's part of real estate tax <b>\$</b>	
		<p><b>Copy B</b>  <b>For Transferor</b>          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.</p>	

Form **1099-S**

(keep for your records)

Department of the Treasury - Internal Revenue Service

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

**Instructions for Transferor**

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

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

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

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

SOCIAL SECURITY NUMBER/TAX ID NUMBER

Receipt of this statement is hereby acknowledged

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Sally Seller

AFFIDAVIT OF PURCHASER REGARDING  
EXEMPTION FROM RECORDATION TAX  
(MONTGOMERY COUNTY)

After being duly sworn, the undersigned Purchaser/Grantee depose and say the following under oath pursuant to Montgomery County Code, Chapter 52, Section 52-16B (Taxation):

1. The undersigned is the Grantee of real property located at address:  
123 Main Street  
Potomac, MD 20854  
being more particularly described as Lot/Unit/Parcel, Block,  
Subdivision/Condominium, Montgomery County, Maryland.
2. The Purchaser/Grantee hereby swears or affirms under the penalty of perjury that the property herein conveyed is intended to be used as my principal residence by actually occupying the residence for at least seven (7) of the next twelve (12) months immediately after the property is conveyed.
3. This Affidavit is being executed in order to obtain an exemption from the Recordation Tax payable to Montgomery County, Maryland, on the first \$50,000.00 of consideration stated in an instrument of writing for residential improved owner-occupied real property pursuant to the aforesaid statute.

Purchaser/Grantee:

\_\_\_\_\_  
Bradley Buyer {SEAL} \_\_\_\_\_ {SEAL}

**AFFIDAVIT OF GRANTEE AS  
FIRST-TIME MARYLAND HOME BUYER**

The undersigned states under oath and penalties of perjury that the following is true to the best of the knowledge, information, and belief of each individual:

1. The undersigned is the Grantee of residentially improved real property located at 123 Main Street, Potomac, MD 20854, and being more particularly described as Montgomery County, Maryland.
2. The undersigned is a first-time Maryland home buyer (defined as an individual who has never owned in the state residential real property that has been the individual's principal place of residence) who will occupy the property as Grantee's principal residence.

**Bradley Buyer** \_\_\_\_\_ Grantee

The undersigned states under oath and penalties of perjury that the following is true to the best of the knowledge, information, and belief of each individual:

1. The undersigned is the Grantee of residentially improved real property located at 123 Main Street, Potomac, MD 20854, and being more particularly described as Montgomery County, Maryland.
2. The undersigned is a co-maker or guarantor of the purchase money mortgage or purchase money deed of trust as defined in §12-108(i) of the Tax Property Article on the property who will not occupy the property as Grantee's principal residence.

\_\_\_\_\_ Guarantor/co-maker

The above oath or affirmation was given under the penalties of perjury before me, a Notary Public in and for the State of Maryland, County of Montgomery, this 8th day of July, 2011.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**2011**  
MARYLAND  
FORM

**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 the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. 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

**Sally Seller**

**2. Reasons for Exemption**

<b>Resident Status</b>	<input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input checked="" type="checkbox"/> Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(1), 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

**Sally Seller**  
Name

Signature

**3b. Entity Transferors**

Witness/Attest

Name of Entity

By

Name

Title

CHOICE OF TENANCY

Re: 123 Main Street, Potomac, MD 20854  
File No. TEST

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

- (     ) 1. SOLE OWNER: An undivided ownership interest by one person with no other party having a right or interest in or to the Property.
- (     ) 2. TENANTS BY THE ENTIRETY: An undivided ownership by both husband and wife, with the right to the entire property passing to the surviving spouse upon the death of one (1) spouse.
- (     ) 3. JOINT TENANTS: An equal ownership interest by all parties named on the deed with rights of ownership vesting in the survivor of all owners.  
Example: Andy, Beth and Charles own Black Acre one-third each (1/3rd each). If Beth dies, Andy and Charles will each own one-half (1/2) of Black Acre.
- (     ) 4. TENANTS IN COMMON: An individual ownership interest in a portion of the Property (either equal or unequal) with another party and sharing a common interest and right to use as to the whole. Tenants in Common does not provide for survivorship rights. Thus, a will is recommended to identify the recipient of the ownership interest upon the death of one of the owners.

Example 1: Andy, Beth and Charles own Black Acre. Beth owns seventy percent (70%), Andy owns twenty percent (20%), and Charles owns ten (10%). Charles dies. Charles had a will which states that his interest should pass to his mother, Charlene. Charlene now owns a ten percent (10%) interest in Black Acre. If Charles dies without a will, his ten percent (10%) interest shall pass according to the laws of the State of Maryland.

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

% to \_\_\_\_\_ % to \_\_\_\_\_  
% to \_\_\_\_\_ % to \_\_\_\_\_

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

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

Witness \_\_\_\_\_ Bradley Buyer \_\_\_\_\_ (SEAL)

File No. TEST

**OWNER OCCUPANCY AFFIDAVIT**

Bradley Buyer, the Grantee in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by me.

WITNESS:

As to All

Bradley Buyer

(SEAL)

(SEAL)

STATE OF MARYLAND, \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Bradley Buyer, the party herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**WATER ESCROW AGREEMENT**

The undersigned Purchaser and Seller, of property known as 999 Prosperity Pointe, Potomac, MD 20854, acknowledge that Hutton Patt Title & Escrow, LLC will hold in escrow the sum of \$150.00 for the purpose of paying the final water and sewer bill when it is rendered. However, due to the unknown and uncertain size of water and sewer bills, the Purchaser and Seller hereby agree to indemnify and hold harmless Hutton Patt Title & Escrow, LLC, and the title insurance company insuring the title to the real property from any claims concerning the water and sewer bill should it later be determined that the escrow amount indicated above is insufficient to pay the final bill when rendered by the billing institution or government.

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

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

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

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

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

SELLER:

Sandy C. Shore

PURCHASER:

Buster Brown

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

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

Settlement Date: July 8, 2011

Order Number: TEST

Transferor: Bradley Buyer

Transferee: Sally Seller

Property: 123 Main Street, Potomac, MD 20854

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

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

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

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

**(A) Individual Transferor**

I, the undersigned, hereby certify:

1.  WITHHOLDING IS NOT REQUIRED: I am not a nonresident alien for purposes of U.S. income taxation;  
 WITHHOLDING IS REQUIRED: I am a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identifying number [Social Security number] is: \_\_\_\_\_; and \_\_\_\_\_;
3. My home address is: \_\_\_\_\_

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Jul 8, 2011 Sally Seller  
Date

I, the undersigned, hereby certify:

1.  WITHHOLDING IS NOT REQUIRED: I am not a nonresident alien for purposes of U.S. income taxation;  
 WITHHOLDING IS REQUIRED: I am a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identifying number [Social Security number] is: \_\_\_\_\_; and \_\_\_\_\_;
3. My home address is: \_\_\_\_\_

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

\_\_\_\_\_  
Date

**(B) Entity Transferor**

The undersigned hereby certifies the following on behalf of transferor \_\_\_\_\_:

1.  WITHHOLDING IS NOT REQUIRED: Transferor is not ...  
 WITHHOLDING IS REQUIRED: Transferor is ...  
a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is \_\_\_\_\_; and \_\_\_\_\_;
4. Transferor's office address is: \_\_\_\_\_

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the transferor last named above.

\_\_\_\_\_  
Date (Title)

The undersigned hereby certifies the following on behalf of transferor \_\_\_\_\_:

1.  WITHHOLDING IS NOT REQUIRED: Transferor is not ...  
 WITHHOLDING IS REQUIRED: Transferor is ...  
a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is \_\_\_\_\_; and \_\_\_\_\_;
4. Transferor's office address is: \_\_\_\_\_

Transferor understands this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the transferor last named above.

\_\_\_\_\_  
Date (Title)

**Certification by Transferee**

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

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

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

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

Jul 8, 2011 Bradley Buyer  
Date

Jul 8, 2011 \_\_\_\_\_  
Date