

**REAL ESTATE TAX, UTILITY AND
HOMEOWNERS ASSOCIATION AGREEMENT**

REAL ESTATE TAXES

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:
1234 Happy Home Road, Fort Collins, CO 80525

That the taxes for the current year have been adjusted as of this date on the basis of the following:

Estimate of the current year: last year Mill Levy X the current year assessment = total tax estimate. Purchasers have received a credit for the 2016 taxes (for that portion of the year prior to the purchasers ownership) prorated as shown above. All prorations are a final settlement.

SPECIAL ASSESSMENTS

None as of the date of closing.

Actual taxes may change by reason of reassessment by the County Assessor.

By executing this agreement, the undersigned indemnify and hold harmless The Group Guaranteed Title, LLLP and Stewart Title Guaranty Company from any liability for reporting errors by local, county or state agency about special assessments that are not of record with the county treasurers office. Neither The Group Guaranteed Title, LLLP nor Stewart Title Guaranty Company shall have any responsibility for future adjustments of special assessments. Rather, the undersigned shall assume responsibility for pursuing and effectuating the adjustments.

UTILITY AGREEMENT

The water and/or sewer and/or electric for the above address were settled in the following manner.

An estimated final from (utility company) was collected from the seller. The seller is responsible for payment of any and all unpaid utilities up to the day the property is closed and vacated. The buyer will transfer and will be responsible for payment of utilities beginning the same day forward

Purchaser and seller agree to contact all utility departments within 24 business hours from date of closing regardless of options selected above.

Upon receipt of the final water and/or sewer billing, The Group Guaranteed Title, LLLP will make any necessary prorations and pay the amounts due per the billing received, balance of the escrowed funds, if any, will then be disbursed to the seller. If there was not enough monies escrowed at the time of closing to pay said water and/or sewer billings, the seller shall be obligated to make up the difference, upon demand, The Group Guaranteed Title, LLLP will not pay or be responsible for the additional charges or any delinquencies.

HOMEOWNERS ASSOCIATION DUES

- Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.
- Seller warrants that there are no association dues assessed against subject property.

This agreement executed on _____

SELLER(S):

Mary Seller

BUYER(S):

Jenny Buyer

John Buyer

**INDEMNITY AND AFFIDAVIT
AS TO DEBTS, LIENS, AND POSSESSION**

File Number: trjmcneill

Real Property and improvements located in the County of Larimer, State of Colorado, and more particularly described as follows:

Lot 1,
Block 1,
Happy Home Subdivision, County of Larimer, State of Colorado

Before me, the undersigned authority on this day personally appeared
Mary Seller

Seller(s) *

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor

Approximate Amount

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor

Approximate Amount

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

(If NONE, write "NONE" on blank line)

*5. To be filled in if a sale - *The Seller _____ (is) _____ (is not) (Check applicable) a foreign person, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations)

Seller's address (office address, if seller is an entity; home address if seller is an individual) is:
8888 Mountain Way, CO 80525

This Affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the Payoff Statement from my/our lender to The Group Guaranteed Title, LLLP. I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

Indemnity: I agree to pay on demand to the purchasers and/or lender and/or title companies (including Stewart Title Guaranty Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not show above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and deed of trust.

I realize that the Purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Mary Seller

**State of Colorado
County of Larimer**

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Mary Seller.

Witness my hand and official seal.

Notary Public:

My commission expires: _____

NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.
NOTE: To be filled in personally by Seller in his/her own handwriting.

**INDEMNITY AND AFFIDAVIT
AS TO DEBTS, LIENS, POSSESSION**

File Number: trjmcneill

Real property and improvements located in the County of Larimer, State of Colorado, and more particularly described as follows:

Lot 1,
Block 1,
Happy Home Subdivision, County of Larimer, State of Colorado

BEFORE ME, the undersigned authority, on this day personally appeared:
Jenny Buyer and John Buyer

Owner-Borrower

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of the Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor

Approximate Amount

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor

Approximate Amount

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

(If NONE, write NONE on blank line)

If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the Payoff Statement from my/our lender to The Group Guaranteed Title, LLLP. I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

Indemnity: I agree to pay on demand to the lender and/or title companies (including Stewart Title Guaranty Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and deed of trust.

I realize that the Purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Jenny Buyer

John Buyer

**State of Colorado
County of Larimer**

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Jenny Buyer and John Buyer.

Witness my hand and official seal.

Notary Public:

My commission expires: _____

NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

NOTE: To be filled in personally by Borrower in his/her own handwriting.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That **Mary Seller** of the County of Larimer, State of Colorado (Seller) for and in consideration of the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, to him in hand paid, at or before the ensembling or delivery of these presents by **Jenny Buyer and John Buyer** of the County of Larimer, State of Colorado (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Inclusions. The Purchase Price includes the following items (Inclusions):

1. **Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), including garage door openers including as stated in the contract remote controls;

Other Fixtures: *as stated in the contract*****

2. **Personal Property.** If on the Property whether attached or not on the date of this Contract; storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys. If checked, the following are included:

None, Solar Panels, Water Softeners,
 Security Systems Satellite Systems (including satellite dishes)

3. **Other Personal Property:**

*****as stated in the contract*****

4. **Exclusions.** The following items are excluded:

*****as stated in the contract*****

Located at: 1234 Happy Home Road, in the County of Larimer, State of Colorado.

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to **WARRANT AND DEFEND** the sale of said property, goods and chattels, against all and every person or person whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this _____ day of _____, _____.

Mary Seller

State of Colorado
County of Larimer

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Mary Seller.

Witness my hand and official seal.

Notary Public:
My commission expires: _____

WARRANTY DEED

State Doc Fee: \$50.00
Recording Fee: \$11.00

THIS DEED, is dated the 29th day of April, 2016, and is made between Mary Seller (whether one, or more than one), the "Grantor" of the County of Larimer, and State of Colorado and Jenny Buyer and John Buyer the "Grantees," whose legal address is: 2222 Moving Way, Loveland, CO 80538 of the County of Larimer and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with any improvements thereon, located in the County of Larimer and State of Colorado described as follows:

Lot 1,
Block 1,
Happy Home Subdivision, County of Larimer, State of Colorado

also known by street address as: 1234 Happy Home Road, Fort Collins, CO 80525

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

General taxes for the year 2016 and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not shown by the Public Records) and Section 8.3 (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property, inclusion of the property within any special tax district; the benefit and burdens of any declaration and party wall agreements, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Mary Seller

State of Colorado
County of Larimer

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Mary Seller.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____