



## SUBJECT TO PRE-CLOSING CHECKLIST

Thank you for choosing C. Jackson Law Firm, PLLC to close your Subject To transaction. In order to allow your transaction to process as smoothly as possible, please have the following documents and forms filled out and returned at the time you submit your contract.

**Seller Info: (if more than one Seller with different addresses, please attach additional information as an addendum)**

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Buyers Info: (if more than one Buyer with different addresses, please attach additional information as an addendum)**

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Note: If Seller or Buyer is an LLC or Corporation, submit all business documents detailing who is the authorized signors for the LLC or Corporation and documentation that the business remains active with the SOS).**

- ✓ Executed Purchase & Sales Agreement (you may use the one included in the pre-closing package or a TREC Contract)
- ✓ Current Mortgage Statement
- ✓ Payoff/Reinstatement Figures if applicable
- ✓ Obtain all HOA information, transfer fees, balances and dues (we can submit a request for a transfer package for you, but will need the HOA's information)
- ✓ Fully executed Pre-Closing Package (pre-closing disclosures, Texas 5.016 Disclosure, Authorization to Release Information, Seller Info Sheet, and 1099-S Information Sheet)
- ✓ EMAIL FINAL EXECUTED PRE-CLOSING DOCUMENTS TO [SUPPORT@CJLAWSA.COM](mailto:SUPPORT@CJLAWSA.COM)

**FAILURE TO PROVIDE THE ABOVE COMPLETED DOCUMENTATION AND/OR PAYMENT TO LINK PROVIDED BY ATTORNEY ON SUBMISSION OF DOCUMENTS WILL RESULT IN A DELAY IN CLOSING**



## C. JACKSON LAW FIRM, PLLC INTERMEDIARY ACKNOWLEDGEMENT

Property Address: \_\_\_\_\_

The parties to this transaction have requested that C. JACKSON LAW FIRM, PLLC (“The Firm”) draft the documents for a real estate closing. For this particular closing I will be acting as an intermediary only and will not be an advocate for either side. This role is different from the traditional one of an attorney; I must remain impartial. Being an intermediary means that any information disclosed by you to me during this representation will not be protected by attorney-client privilege in a subsequent legal proceeding asserted by or against one of you involving the other.

By using C. Jackson Law Firm, PLLC as an intermediary to document the agreement between the parties, both parties agree and acknowledge that The Firm cannot and will not give any legal advice to either side. While The Firm can answer general questions regarding the transaction and meaning behind the documents, The Firm will not advise either party to the transaction as to whether this transaction is right for them, or any other issue or question that is not general in nature. Both parties should seek the advice of their own counsel should they need any legal advice regarding the above transaction. By signing below the parties acknowledge that the fees for this transaction are due in full by the paying party at the time the documents are released to either party, and are not refundable unless agreed to otherwise by The Firm in writing.

We, the undersigned, hereby acknowledge and agree that we have entered into this transaction, being fully advised of the possible conflicts and/or problems that may arise from using an intermediary, and other possible issues that are not stated above, and forever more INDEMNIFY AND HOLD HARMLESS C. JACKSON LAW FIRM, PLLC, ALL OF ITS EMPLOYEES, AND CHIANTE T. JACKSON, INDIVIDUALLY FROM ANY LIABILITY WHATSOEVER.

Seller’s Signature(s):

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Buyer’s Signature(s):

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_



AGREEMENT FOR PURCHASE & SALE OF REAL ESTATE (Subject To Transaction)

AGREEMENT dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ hereinafter "Seller", whose address is \_\_\_\_\_, and \_\_\_\_\_ hereinafter "Buyer" (or its assignee or nominee) whose address is \_\_\_\_\_.

1. THE PROPERTY. The Seller agrees to sell and Buyer agrees to buy the following property, located in the Bexar County, State of Texas, Lot \_\_, Block \_\_, CB/NCB \_\_\_\_\_ commonly known as \_\_\_\_\_. The sale shall also include all windows shades, blinds, screens, shutters, electric and plumbing fixtures and \_\_\_\_\_.

2. PURCHASE PRICE. Buyer to pay the purchase price as follows (check all that applies):

- Checkboxes for: CASH DOWN PAYMENT, REINSTATEMENT TO LENDER/OTHER PMT, TAKE TITLE SUBJECT TO AN EXISTING FIRST TRUST DEED NOTE, TAKE TITLE SUBJECT TO AN EXISTING SECOND TRUST DEED NOTE, OTHER MONIES OWED OR PAYABLE FOR CLOSING (IE. HOA LIENS), A PROMISSORY NOTE. Includes a line for TOTAL PURCHASE PRICE IS THE AMOUNT OF \$\_\_\_\_\_.

Earnest Money: Earnest Money will be delivered and payable to C. Jackson Law Firm, PLLC in the amount of \$\_\_\_\_\_, within \_\_\_ days of signing this contract. Earnest Money will be credited to the sales price and/or closing costs.

3. FINANCING. Buyer will be taking the property subject to deed(s) of trust existing on the property and the underlying existing loans and is not expressly assuming responsibility through a formal assumption of said loans. Commencing on \_\_\_\_\_, 20\_\_\_, the Buyer shall pay all monthly obligations on the underlying loans and property taxes, assessments, insurance, and any other expenses related to the property.

If the actual loan balance of said loan is less than as stated herein, the purchase price shall be reduced to reflect the difference; if the actual loan balance is more than as stated herein, then Buyer's required cash payment shall be reduced accordingly. Seller agrees to waive any remaining balance of tax, MIP and insurance escrows, if any, held by the lender(s).

4. CLOSING. Closing will be held on or about \_\_\_\_\_, 20\_\_\_, at a time and place at the C. Jackson Law Firm. Responsible for Closing Cost [ ] Seller [ ] Buyer [ ] Shared Between Parties Equally. The following Items will be prorated at closing: [ ] Homeowner's association dues, [ ] Other \_\_\_\_\_. The Law Firm will not provide Title Insurance but will perform a title and tax search to determine what if any liens are affecting Title. Title Insurance companies will not provide Title Insurance when the underlying mortgage is not paid off.

5. POSSESSION. [ ] Seller shall surrender possession to the property on day of closing. [ ] In the event possession is not delivered at closing, buyer shall withhold proceeds from the sale in the amount of \$ \_\_\_\_\_ as security deposit (see attached Holdover Occupancy Agreement).

6. ADDITIONAL PROVISIONS.

- Seller is aware that this loan will not be satisfied in full at closing and may continue to appear on Seller's credit file. Seller will provide Buyer with loan payment booklets and written permission to contact the holders of any debt secured by the property. At closing, Seller to execute a Limited Power of Attorney pertaining to the subject property, a Deed to transfer title, and sign a 3-page Disclosure. Both Seller and Buyer acknowledge that the deed(s) of trust securing the property stated above may contain a "due on sale" provision giving the lender an option to call the loan immediately payable if all or any part of the Property is sold or transferred without satisfying the said loans.

7. DEFAULT BY BUYER. If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the earnest money deposit specified in paragraph 2 above.

8. DEFAULT BY SELLER. If Seller fails to perform any of the agreements of this contract, Buyer shall be entitled to \$5,000 for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance.



9. **OFFER.** This is an offer to purchase the Property on the above terms and conditions. Unless this offer is signed by Seller and personally received by Buyer, by \_\_\_\_\_, at \_\_\_ AM/PM, the offer shall be deemed revoked and the deposit shall be returned.

10. **OTHER TERMS:** \_\_\_\_\_

**Buyer(s):** \_\_\_\_\_, **Date:** \_\_\_\_\_ 20\_\_\_\_.

Email: \_\_\_\_\_ Phone #(s): \_\_\_\_\_

**Seller(s):** \_\_\_\_\_, **Date:** \_\_\_\_\_ 20\_\_\_\_.

Email: \_\_\_\_\_ Phone #(s): \_\_\_\_\_



**C. JACKSON LAW FIRM, PLLC**  
**SUBJECT TO FEE INFORMATION**

Address: \_\_\_\_\_

Buyer Name(s): \_\_\_\_\_

Seller Name(s): \_\_\_\_\_

The standard closing fees for a Subject To Transaction through C. JACKSON LAW FIRM, PLLC are **\$950 WITHOUT a deed of trust** or **\$1200 WITH a deed of trust (please circle one)**. These fees are allocated on a flat fee basis, payable to C. Jackson Law Firm. Closing fees include all document preparation and recording fees.

**An initial non-refundable deposit of \$475.00 (without a deed of trust) or \$600.00 (with a deed of trust) is due and payable at the time this contract is submitted.** This fee will be credited to the transaction fees at closing. If this closing is canceled or otherwise not finalized, the initial fee is not refundable.

Below, please designate the total exact dollar amount of the Subject To Fees payable by each party.

Buyer: \$ \_\_\_\_\_

Seller: \$ \_\_\_\_\_

Signatures:

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date



C. JACKSON LAW FIRM, PLLC

PRE CLOSING DISCLOSURES

**\*\*\*\*\*Please have Each Seller initial by Each box and sign and date the last page**

I/we, \_\_\_\_\_ (Seller), on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, have been presented with a contract to sell the property commonly known as \_\_\_\_\_ (property) to \_\_\_\_\_ and/or assigns (Buyers) and or assigns. I further state as follows:

\_\_\_\_\_ 1. **UNDERLYING MORTGAGE NOT PAID OFF:** I fully understand and acknowledge that under the terms of the Contract presented to me that my underlying mortgage will **NOT** be paid off at closing. I agree and acknowledge that this is a “Subject To Transaction” and that the loan could stay in my name for the duration of the loan term.

\_\_\_\_\_ 2. **NOT A LOAN ASSUMPTION:** I acknowledge and understand fully that this transaction is not an official assumption of my loan. My loan will remain in my name and could remain in my name for the duration of the loan.

\_\_\_\_\_ 3. **LOAN IN NAME:** I understand that the loan for this property will stay in my name, and it could stay in my name until the loan is matured. The Buyer has the right to keep the loan in my name for the length of the remaining loan time. This might affect my ability to secure additional credit at some future time.

\_\_\_\_\_ 4. **DUE ON SALE:** I fully agree and acknowledge that a transfer of title may be against my loan terms. I understand that there is a possibility that my loan may be called ‘due’ by the lender upon transfer of title and that the Buyer is not guaranteeing that they will pay the loan off if this happens. The Buyer has no intentions of defaulting on the loan or harming the seller’s credit. The Buyer cannot guarantee that the loan will not be called due when this transfer takes place. The Buyer will, however, in good faith, assist the seller in trying to figure out a solution with the mortgage company if this situation were to arise. The Buyer will attempt in good faith to negotiate any secondary liens or additional judgments.

\_\_\_\_\_ 5. **DEED OF TRUST TO SECURE PAYMENT:** I understand and acknowledge that I may request that buyer sign a Deed of Trust to Secure payment at closing. I understand and acknowledge that if Buyer and I agree to not have a Deed of Trust to Secure Payment, my only recourse for nonpayment of my loan by buyer is to sue for breach of contract.

\_\_\_\_\_ 6. **LEGAL COUNSEL ADVISED:** I acknowledge I am being advised to seek independent legal counsel to review the Offer to Purchase/Agreement.



**C. JACKSON LAW FIRM, PLLC**  
**PRE-CLOSING DISCLOSURES CONTINUED**

\_\_\_\_ 7. **CLOSING LAW FIRM DOES NOT REPRESENT EITHER PARTY:** I acknowledge and understand that this transaction will close through an attorney's office, and that Attorney will be acting in an intermediary capacity and will not be able to give me legal advice. I acknowledge and understand that should I need legal advice; I should seek out my own independent counsel.

\_\_\_\_ 8. **NO OTHER PROMISES:** I have not been promised anything other than what is described in the Contract I have been presented with. There are no unresolved issues, no other agreements, nor are there other terms not disclosed in the Contract.

\_\_\_\_ 9. **FULLY INFORMED AND NOT CONFUSED:** I have signed the Contract being fully informed with a sufficient understanding of all terms and conditions contained therein. I am not confused about any aspect of The Contract.

\_\_\_\_ 10. **ACCEPTANCE:** I have reviewed the terms and conditions contained in the contract and have accepted Buyer's offer to purchase the property.

**Acknowledged by:**

\_\_\_\_\_  
(Seller) \_\_\_\_\_  
**Date**

\_\_\_\_\_  
(Seller) \_\_\_\_\_  
**Date**

\_\_\_\_\_  
(Buyer) \_\_\_\_\_  
**Date**

\_\_\_\_\_  
(Buyer) \_\_\_\_\_  
**Date**



**NOTICE OF CONVEYANCE OF RESIDENTIAL PROPERTY ENCUMBERED BY  
LIEN PURSUANT TO TEXAS PROPERTY CODE SECTION 5.016**

**WARNING:** ONE OR MORE RECORDED LIENS HAVE BEEN FILED THAT MAKE A CLAIM AGAINST THIS PROPERTY AS LISTED BELOW. IF A LIEN IS NOT RELEASED AND THE PROPERTY IS CONVEYED WITHOUT THE CONSENT OF THE LIENHOLDER, IT IS POSSIBLE THAT THE LIENHOLDER COULD DEMAND FULL PAYMENT OF THE OUTSTANDING BALANCE OF THE LIEN IMMEDIATELY. YOU MAY WISH TO CONTACT EACH LIENHOLDER FOR FURTHER INFORMATION AND DISCUSS THIS MATTER WITH AN ATTORNEY

\_\_\_\_\_, Seller(s), hereby provides notice to \_\_\_\_\_  
\_\_\_\_\_, as Purchaser(s), pursuant to Texas Property Code, Section 5.016  
as follows: The address of the property is \_\_\_\_\_  
\_\_\_\_\_ and the legal description of the property in question is  
as follows: \_\_\_\_\_

1. The name, address and phone number of the lienholder against the Property is as follows:

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

2. Loan Information (Acct No. \_\_\_\_\_):

- a) Principal Balance: \$ \_\_\_\_\_ Current Payoff: \$ \_\_\_\_\_  
b) Interest Rate: \_\_\_\_\_% Monthly Payment: \$ \_\_\_\_\_

3. The lienholder has not consented to the transfer of the Property to \_\_\_\_\_.

4. For the existing insurance policy relating to the Property, the following applies:

- a) The name of the Insurer is \_\_\_\_\_  
b) The name of the Insured is \_\_\_\_\_  
c) The amount for which the Property is insured is \$ \_\_\_\_\_  
d) The Property that is insured is \_\_\_\_\_

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**THE PARTIES TO THIS TRANSACTION HAVE AGREED NOT TO  
GIVE NOTICE TO THE LENDER OF THE INTENDED PROPERTY  
TRANSFER.**





**Purchaser(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Seller(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Date:** \_\_\_\_\_

NOTICE OF CONVEYANCE OF RESIDENTIAL PROPERTY ENCUMBERED BY LIEN PURSUANT TO TEXAS  
PROPERTY CODE SECTION 5.016

**NOTICE REGARDING PROPERTY INSURANCE:**

ANY INSURANCE MAINTAINED BY A SELLER, LENDER, OR OTHER PERSON WHO IS NOT THE BUYER OF THIS PROPERTY MAY NOT PROVIDE COVERAGE TO THE BUYER IF THE BUYER SUFFERS A LOSS OR INCURS LIABILITY IN CONNECTION WITH THE PROPERTY. TO ENSURE THE BUYER'S INTERESTS ARE PROTECTED, THE BUYER SHOULD PURCHASE THE BUYER'S OWN PROPERTY INSURANCE. BEFORE PURCHASING THIS PROPERTY, YOU MAY WISH TO CONSULT AN INSURANCE AGENT REGARDING THE INSURANCE COVERAGE AVAILABLE TO YOU AS A BUYER OF THE PROPERTY.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**Purchaser(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Seller(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Date:** \_\_\_\_\_

**THE PARTIES TO THIS TRANSACTION HAVE AGREED NOT TO GIVE NOTICE TO THE LENDER OF THE INTENDED PROPERTY TRANSFER.**



**AUTHORIZATION TO RELEASE INFORMATION**

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

Borrower(s): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

SSN: \_\_\_\_\_

Property Address: \_\_\_\_\_

Lender Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Lender Phone number: \_\_\_\_\_

Lender Fax number: \_\_\_\_\_

I/We the undersigned hereby authorize you to release information regarding the above referenced loan to C. Jackson Law Firm, PLLC and \_\_\_\_\_ and/or their agents/assigns. This form may be duplicated in blank and/or sent via facsimile transmission. This authorization is a continuation authorization for said persons to receive information about my loan, including duplicates of any notices sent to me regarding my loan.

\_\_\_\_\_  
Borrower- Print Name

\_\_\_\_\_  
Borrower- Print Name

\_\_\_\_\_  
Borrower- Signature

\_\_\_\_\_  
Borrower- Signature



## Information to assist Sellers in the completion of the 1099-S Certification and 1099-S Input Form

To comply with IRS regulations, requiring reporting of the sale or exchange of Real Property, follow the instructions below:

### Step 1

Each Seller must complete a 1099-S Exemption Form (Husband and Wife must each complete a separate form).

### Step 2

1. A) If all questions are answered "True or Yes" on the 1099-S Exemption Form, return the completed and signed form to C. Jackson Law Firm, PLLC. DO NOT complete the 1099-S Input Form. No additional steps are required.
2. B) If you answered "False or No" to any question on the 1099-S Exemption Form, continue to Step 3.

### Step 3

Each seller who does not answer "True/Yes" to all questions on the 1099-S Exemption form, must complete and sign the attached 1099-S Input form. Return the completed 1099-S Input Form to your escrow officer. (if you do not know all the information, leave it blank and we will fill it in)

**Husband and wife** filing joint returns need only complete one 1099 Input Form (and one percentage allocation of 100%).

**TRUSTS:** Trusts are not automatically exempt from receiving 1099s. If the Trust has not been issued it's own Tax I.D. number then each trustee must complete the form with the social security number to be used and the name, as it appears on tax return, with the percentage allocation for each trustee. If the Trust has it's own TIN then enter the Trust Tax I.D. number and the legal name as it appears on the tax return.

**ESTATES:** If using the decedent's social security to file tax return, then use the decedent's name. If the Estate has been issued it's own TIN, then use Estate of John Smith and the TIN assigned to that Estate name.

**CONSERVATORSHIPS:** If a Minor, use the Name and social security number assigned to that minor. If an Elder, use the Elder's name and social security number that the tax return will be filed under.

**PARTNERSHIPS/LLC (Limited Liability Company):** Are not automatically exempt. The name and tax I.D. number for the partnership, one 1099 will be issued to one partner. (If volume transferor please provide documentation.)

*Corporations, Non-profits, government entities, 1031 Exchanges, Refinance, Bankruptcy, Deed in Lieu of Foreclosure, Bulk Sales and Volume Transferors (more than 25 transactions per year) are automatically exempt.*

**The IRS wants the social security number that was assigned to the name (as it appears on IRS records) that will be filing the tax return reporting the sale of this property in this transaction.**

(In some cases this may not be the same name as the Seller(s) on the Grant Deed. i.e. Decedents cannot convey property. Trusts cannot convey property.)

**ALL SELLERS - COMPLETE THE 1099-S CERTIFICATION  
COMPLETE THE 1099-S INPUT FORM - ONLY IF APPLICABLE**



**1099-S Exemption Form**

**EXCLUSION OF PRINCIPAL RESIDENCE FROM 1099-S REPORTING REQUIREMENT**

The seller of a principal residence should complete this form to determine whether the sale or exchange should be reported to the IRS on Form 1099 - S, Proceeds from Real estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances(1) through(6) in Part II(or a "not applicable" response to assurance(6)), no information reporting to the seller or to the IRS will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, the closing agent must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner who does not make the certification.

**Part I. Seller Information**

Date of Closing: \_\_\_\_\_

1. Name: \_\_\_\_\_

2. Address or legal description (including city, state, and ZIP code) of **residence being sold or exchange.**

\_\_\_\_\_

3. Taxpayer Identification Number (TIN): \_\_\_\_\_  
**(SSN or ITIN - required for filing)**

**Part II. Seller Assurances**

| True   | False                    |   |
|--|--------------------------|---|
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.  |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.  |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.   |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (4) At least one of the following three statements applies: The sale or exchange is of the entire residence for \$250,000 or less.<br>...OR...<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.<br>...OR...<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and<br>(a) I intend to file a joint return for the year of the sale or exchange,<br>(b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5 -year period ending on the date of the sale or exchange of the residence, and<br>(c) my spouse also has not sold or exchanged another principal residence during the 2 -year period ending on the date of the sale or exchange of the principal residence. |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.  |
| <input type="checkbox"/><br><input type="checkbox"/> N/A | <input type="checkbox"/> | (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.  |

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**1099-S Exemption Form**

**EXCLUSION OF PRINCIPAL RESIDENCE FROM 1099-S REPORTING REQUIREMENT**

The seller of a principal residence should complete this form to determine whether the sale or exchange should be reported to the IRS on Form 1099 - S, Proceeds from Real estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances(1) through(6) in Part II(or a "not applicable" response to assurance(6)), no information reporting to the seller or to the IRS will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, the closing agent must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner who does not make the certification.

**Part I. Seller Information**

Date of Closing: \_\_\_\_\_

1. Name: \_\_\_\_\_

2. Address or legal description (including city, state, and ZIP code) of **residence being sold or exchange.**  
 \_\_\_\_\_

3. Taxpayer Identification Number (TIN): \_\_\_\_\_  
**(SSN or ITIN - required for filing)**

**Part II. Seller Assurances**

| True   | False                    |   |
|--|--------------------------|---|
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.  |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.  |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.   |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (4) At least one of the following three statements applies: The sale or exchange is of the entire residence for \$250,000 or less.<br>...OR...<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.<br>...OR...<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and<br>(a) I intend to file a joint return for the year of the sale or exchange,<br>(b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5 -year period ending on the date of the sale or exchange of the residence, and<br>(c) my spouse also has not sold or exchanged another principal residence during the 2 -year period ending on the date of the sale or exchange of the principal residence. |
| <input type="checkbox"/>                                 | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.  |
| <input type="checkbox"/><br><input type="checkbox"/> N/A | <input type="checkbox"/> | (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.  |

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**NOTE to SELLER:** This form does NOT need to be completed if all questions on the 1099-S CERTIFICATION FORM are answered "True". If the property involves a 1031 Tax Deferred Exchange, PLEASE COMPLETE THIS FORM.

## 1099-S INPUT FORM

|                |               |   |                        |                     |
|----------------|---------------|---|------------------------|---------------------|
| Company Number | Office Number | Type<br><input type="checkbox"/> Add <input type="checkbox"/> Change<br><input type="checkbox"/> Delete | Escrow Number<br>_____ | Actual Closing Date |
|----------------|---------------|---|------------------------|---------------------|

### SUBJECT PROPERTY INFORMATION

|  |       |          |
|--|-------|----------|
| STREET ADDRESS OR BRIEF FORM OF LEGAL DESCRIPTION (FOR VACANT LAND, USE APN, COUNTY AND STATE) |       |          |
| CITY   | STATE | ZIP CODE |

### TRANSACTION DATA

| CONTRACT SALES PRICE  | No. OF 1099-S forms required for the sale of this property | 2 OR MORE 1099 FORMS - S<br>If 2 or more 1099-s forms are required for this transaction, record the dollar amount for the seller based on the seller's declaration | BUYERS PART OF REAL ESTATE TAX<br>Show any real estate tax, on a residence, charged to the buyer at settlement. | CONTINGENT TRANSACTION<br>Is this a contingent transaction wherein gross proceeds cannot be determined with certainty at time of closing? | EXCHANGE<br>Was (or will there be) other property services received? |
|---|--|--|---|---|--|
| (Line 401 of HUD-1 form)<br>Note: If this is an exchange, provide total dollar value of cash, notes and debt relief received by this exchanger.<br><br>\$ _____ |  | \$ _____   | \$ _____  | <input type="checkbox"/> Yes  | <input type="checkbox"/> Yes   |

### SELLER INFORMATION - PLEASE PRINT CLEARLY

|  |       |                                  |
|--|-------|----------------------------------|
| SELLER'S LAST NAME    FIRST NAME    M.I. |       |                                  |
| _____                                    |       |                                  |
| SELLER'S FORWARDING STREET ADDRESS       |       |                                  |
| _____                                    |       |                                  |
| CITY                                     | STATE | ZIP CODE (or country if not USA) |

|  |    |   |
|--|----|---|
| SELLER'S SOCIAL SECURITY NUMBER _____  | OR | SELLER'S TAX IDENTIFICATION NUMBER _____  |
| You are required by law to provide your closing agent with your correct Taxpayer Identification Number. If you do not provide your closing agent with your correct Taxpayer Identification Number; you may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986, under Internal Revenue Code Sections 6045(E), 6676, 6722, 6723 and 7203. |    | Under penalties of perjury, I certify that the number shown above is my correct Taxpayer Identification Number.<br><br>_____<br>Seller's Signature <span style="float: right;">Date Signed</span> |



# SELLER INFORMATION SHEET

## Seller Information

Seller #1 full name (First, Middle and Last): \_\_\_\_\_

Seller Birthday: \_\_\_/\_\_\_/\_\_\_\_\_ Seller DL Number: \_\_\_\_\_ Seller SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Past Addresses (last 10 years): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marital Status: \_\_\_\_\_

Seller #2 full name (First, Middle and Last): \_\_\_\_\_

Seller Birthday: \_\_\_/\_\_\_/\_\_\_\_\_ Seller DL Number: \_\_\_\_\_ Seller SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Past Addresses (last 10 years): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marital Status: \_\_\_\_\_

## Names on Title

Is seller(s) only name on title?  Yes  No –if no, who else is on title? \_\_\_\_\_

Relation to Seller(s) \_\_\_\_\_

Are they alive?  Yes  No –if no, do they have a will?  Yes  No –if no, may need Affidavit of Heirship

## Marital History

Marriage?  No  Yes – If yes, Spouses name: \_\_\_\_\_ Date of Marriage: \_\_\_/\_\_\_/\_\_\_\_\_

Did spouse live in property?  No  Yes – If yes, include in contract.

Divorce?  No  Yes – If yes, County/State \_\_\_\_\_ Date of Divorce: \_\_\_/\_\_\_/\_\_\_\_\_

Death?  No  Yes – If yes, need copy of Death Certificate

Is there a will?  No  Yes – If yes, is it probated?  No  Yes  Currently in probate

## Mortgage Info

Do you have a Recent Statement?  No  Yes

Lender Name \_\_\_\_\_ Loan Number \_\_\_\_\_

Delinquent on Payments?  No  Yes

Please fill out this page and return with the completed contract and preclosing packet.