<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td>1</td>
</tr>
<tr>
<td>Outline for Participants – Transaction Guide</td>
<td>2</td>
</tr>
<tr>
<td>2017 Sample Contracts and Miscellaneous addenda</td>
<td>4</td>
</tr>
<tr>
<td>ALTA Settlement Statement Combined</td>
<td>38</td>
</tr>
<tr>
<td>Association Estoppel Sample</td>
<td>40</td>
</tr>
<tr>
<td>Basic Construction Lien Paradigm for Matters NOT of Record</td>
<td>53</td>
</tr>
<tr>
<td>Basic Construction Lien Paradigm for Matters of Record</td>
<td>54</td>
</tr>
<tr>
<td>Basic NOC</td>
<td>55</td>
</tr>
<tr>
<td>Basic NOC Elimination for Mortgagee Policy</td>
<td>56</td>
</tr>
<tr>
<td>Closing Affidavit Seller</td>
<td>57</td>
</tr>
<tr>
<td>Closing Statement Addendum Re-Proration Agreement</td>
<td>59</td>
</tr>
<tr>
<td>Contact Information if Repping Buyer</td>
<td>60</td>
</tr>
<tr>
<td>Contact Information if Repping Seller</td>
<td>61</td>
</tr>
<tr>
<td>FIRPTA Paradigm</td>
<td>62</td>
</tr>
<tr>
<td>FL Warranty Deed</td>
<td>63</td>
</tr>
<tr>
<td>Florida Insurance Premium Disclosure</td>
<td>64</td>
</tr>
<tr>
<td>Fund Commitment CF6R</td>
<td>65</td>
</tr>
<tr>
<td>Kelleys Homestead Paradigm</td>
<td>71</td>
</tr>
<tr>
<td>Knox Basic Judgment Lien Paradigm</td>
<td>72</td>
</tr>
<tr>
<td>Lien Search Sample</td>
<td>74</td>
</tr>
<tr>
<td>2017 Additional Materials – No 2</td>
<td></td>
</tr>
<tr>
<td>Table of Contents</td>
<td>75</td>
</tr>
<tr>
<td>Listing Agent Info Sheet</td>
<td>76</td>
</tr>
<tr>
<td>Pre-Closing Closing and Post Closing Checklists Refinance</td>
<td>77</td>
</tr>
<tr>
<td>Pre-Closing Closing and Post Closing Checklists Representing Buyer</td>
<td>78</td>
</tr>
<tr>
<td>Pre-Closing Closing and Post Closing Checklists Representing Seller</td>
<td>79</td>
</tr>
<tr>
<td>Reissue Rate Paradigm</td>
<td>80</td>
</tr>
<tr>
<td>The Maybe Deed</td>
<td>82</td>
</tr>
<tr>
<td>Title Affidavit Seller</td>
<td>83</td>
</tr>
<tr>
<td>2017 Additional Materials – No 3</td>
<td></td>
</tr>
<tr>
<td>Mortgage Loan Sample Package</td>
<td>90 page document</td>
</tr>
</tbody>
</table>
LISTING AGENT INFORMATION SHEET

Property Address: ____________________________

Our File No.: ____________________________

<table>
<thead>
<tr>
<th>Real Estate Brokerage Information:</th>
<th>Listing Office: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone: (<strong><strong>) ___ - _______ Fax: (</strong></strong>) ___ - _______</td>
</tr>
<tr>
<td></td>
<td>Mailing Address for Commission Check: ____________________________</td>
</tr>
<tr>
<td></td>
<td>Listing Agent: ____________________________</td>
</tr>
<tr>
<td></td>
<td>Phone: (<strong><strong>) ___ - _______ Fax: (</strong></strong>) ___ - _______</td>
</tr>
<tr>
<td></td>
<td>E-mail: ____________________________</td>
</tr>
<tr>
<td></td>
<td>Listing Agent Commission: ___ % + $______ (Processing Fee) ( ) No Processing Fee</td>
</tr>
<tr>
<td></td>
<td>Selling Agent's Commission: ___ %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller's E-mail Address:</th>
<th>Primary: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate: ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

| Contact Phone Numbers for Sellers: | Cell Phone (____) ___ - _______ | Home (____) ___ - _______ | Work (____) ___ - _______ |
|-----------------------------------|-----------------------------------------------|

Will all Sellers attend closing:  
☐ Yes ☐ No  
If no, please contact your closing processor immediately to schedule any mail-away requirements or documentation required

| Attorney: ____________________________ |
|-----------------------------------|-----------------------------------------------|
| Phone: (____) ___ - _______ Fax: (____) ___ - _______ |
| E-mail: ____________________________ |

Association Info. (If available):  
Name: ____________________________ ( ) None

Phone Number: (____) ___ - _______

Master Association: ____________________________ ( ) None

Phone Number: (____) ___ - _______

I certify that the above information is true and correct to the best of my knowledge.

__________________________________________________________________________

Listing Agent
KGRH LAW Pre-Closing Checklist - Refinance

- prior policy - needed if Buyer is to get a re-issue credit
- copy of deed
- copy of current tax info.
- copy of survey
- 1st mortgage estoppel (ordered/received)
- 2nd mortgage estoppel (ordered/received)
- survey affidavit w/ proof of old survey or order new survey

☐ title search
☐ title commitment
☐ CPL
☐ Chain of Title

☐ Buyer CD - get from Lender
☐ ALTA Settlement Statement

☐ Affidavit from Borrower that association maintenance is current
☐ Give and Explain Did Not Rescind Letter to Borrower

KGRH LAW Closing and Post Checklist - Refinance

- Receipt of Loan Package
  - Attached legal to mortgage(s)
  - Copy of Borrower’s ID (Lender may require copy of 2 Ids)

- Re-Proration Agreement
- CD (Refinance)

- Wire from Lender $__________________________

- Receive Did Not Rescind Letter from Borrower

- Make Copies of Docs. (2 Sets - 1 for us and 1 for the client)

☐ Disburse (See Disbursement Sheet)

- Send Lender Loan Package

- Record Documents
- Receive back from recording
- Update Title
- Issue Policy
  - electronically pay Fund

- Print copy of canceled check from Bank of America paying off mortgage(s)

- Verify all funds have been disbursed and we’re left with a zero balance
KGRH LAW Pre-Closing Checklist - Representing Buyer and Writing Title

- O copy of fully-executed K
- O copy of prior policy
- O copy of deed and tax information
- O deposits - $______,000 (due _______) and $______,000 (due _______)
- O lien search (ordered/received)
- O association estoppel (ordered/received)
- O survey (ordered/received)
- O mortgage estoppel (ordered/received)
- □ title search
- □ title commitment

PREPARE:
- □ Warranty Deed
- □ Bill of Sale
- □ Closing Affidavit
- □ Title Affidavit (Seller) - CMA, No improvements for 90 days, etc.
- □ Settlement Statement and Seller CD
- □ Re-Proration Agreement
- □ Buyer’s CD - get from Lender

KGRH LAW Closing and Post-Closing Checklists - Representing Buyer and Writing Title

- O Receive Loan Package
  - O Attach legal to mortgage
- O Walk-Thru done - buyer is satisfied???
- O Copy of Buyer’s and Seller’s ID
- □ Receive Wire from Buyer $________________________
- □ Receive Wire from Lender $________________________
- □ Keys and/or Clickers
- □ Copies (2 Sets - 1 for us and 1 for the client)
- □ Disburse (See Disbursement Sheet)
- □ Overnight loan package
- □ Record Documents
  - □ Receive back from recording
  - □ Update Title
  - □ Issue Policy
    - O electronically pay Fund
- O Send Copy of Deed to Association
- O Verify all funds have been disbursed and we’re left with a zero balance
- O Verify Satisfaction of Mortgage has been recorded, if applicable
KGRH LAW Pre-Closing Checklist - Representing Seller - NOT Writing Title

O fully-executed K
O copy of prior policy, if available
O copy of deed
O copy of deposit check and escrow deposit letter from CA

O copy of current tax info.
O copy of mortgage statement(s) to order estoppel(s)
   O NEED LAST 6 of Seller’s SSN

O copy of mortgage estoppel(s)
O copy of association estoppel letter and lien search to review

O title commitment to review

O Seller’s forwarding address

O Seller CD to review

O Copy of Seller’s ID

☐ Warranty Deed
☐ Bill of Sale
☐ Closing Affidavit
☐ Title Affidavit (Seller) - CMA, No improvements for 90 days, etc.
☐ POA - if applicable

☐ CLOSE ACCOUNT FORM FOR HELOC - if needed

KGRH LAW Closing and Post-Closing Checklists - Representing Seller - NOT Writing Title

O Received copy of Seller CD

O Copies (2 Sets - 1 for us and 1 for the client)

O Confirm Wire of $___________________ was transmitted to Client

O Send Copies of Seller docs. and original Seller CD to client
Reissue Rate Paradigm
Rules in effect as of June 2006

1. There is no Reissue Rate available unless there is a prior owner’s policy. The issuing agent must obtain a complete copy of the prior policy, retain it in the agent’s closing file, and submit a copy of it to The Fund. If the prior policy is a Fund policy, submitting a copy is unnecessary, but the agent must advise The Fund of the prior policy’s type, number, coverage amount and effective date.

2. In order to enable a Reissue Rate for the premium on the new policy to be issued, the underlying prior policy must be an owner’s policy. A prior lender’s policy does not make a Reissue Rate available for the new policy. However, if the new transaction is a refinance involving the same owner, the same lender and the same property, a Substitution Loan Rate may apply. If the new loan is $250,000 or more, then a Substitution Loan Rate may apply even if the lender changes.

3. If the prior owner’s policy does not insure the current owner who is now selling or refinancing, but insures an owner farther back in the chain of title, it will not make a Reissue Rate available for the new policy.

4. A Reissue Rate premium may apply to a new lender policy, if the current transaction is a refinance, or to a new owner’s policy, if the current transaction is a sale.

5. If the new policy to which the Reissue Rate may apply is an owner’s policy, it makes a difference whether the subject property (on the date of the new transaction) is improved or unimproved. If the property is unimproved (and “horizontal improvements” such as curbs, gutters and streets do not cause it to be improved property), then the underlying prior owner’s policy insuring the current seller will enable a Reissue Rate on the new owner’s policy, regardless of the effective date of the prior owner’s policy.

6. However, if the property is improved on the conveyance date which leads to a new owner’s policy, the new owner’s policy will qualify for a Reissue Rate only if its effective date is less than three years later than the effective date of the underlying prior owner’s policy. Three years (or more) later = no Reissue Rate. Agents must pay close attention to the anticipated recording date of the instruments which will result in the new owner’s policy.

Remember: The Fund regards the Reissue Rate as mandatory. If it applies, then it MUST be given.
Most recorded real estate deeds are irrevocable. There is, however, one kind of deed that is revocable - the enhanced life estate deed, more commonly known as the “Lady Bird Deed.” Many sources believe that the term Lady Bird Deed arose because of an old Texas law review article that proposed this type of transfer and used Lady Bird Johnson as a hypothetical party.

The traditional life estate deed gives the life tenant a life estate in the property and the remainderman a vested remainder interest. The enhanced life estate deed also gives the life tenant a life estate in the property, but the remainderman gets only a contingent remainder interest; it is subject to complete divestment if the life tenant so chooses. The lady bird life tenant can maintain complete control of the property during his lifetime. Unlike the traditional life estate deed, the remainderman of a lady bird deed does not become vested until the death of the life tenant. Both types of life estate deeds successfully transfer the property upon death of the life tenant without needing to do a probate.

To further illustrate my point, the life tenant under a lady bird deed can sell, mortgage, and keep full control of the property without the consent of anyone else. Conversely, with the traditional life estate structure, the remainderman would have to join in or consent to the sale or mortgage of the property. Further, without the cooperation of the remainderman, the life tenant in a traditional life estate set-up would not be able to sell or mortgage the real property.

An important benefit of both the traditional life estate deed and the lady bird deed is that the real property involved does not have to be probated. The life estate expires upon the life tenant’s death, and the beneficiary of the remainder interest becomes vested in fee simple to the property at the same time.

Having the authority to sell real property is important when it comes to real estate. If the property is owned by an estate, waiting for the probate court to give its approval or to issue an order can significantly delay a closing. Waiting for a three-month creditor period to expire, can also cause delay. On the other hand, in general, the remainderman of a life estate deed does not need a court order to sell or enjoy full ownership of the property. Additionally, the lady bird deed gives the life tenant complete control of the property during his lifetime, making the lady bird deed the best of both worlds.

Attorneys should consider a lady bird deed for clients who have real estate as a potentially probateable asset. Using a lady bird deed may reduce or eliminate the need for a probate for the real property.

To recap, using a lady bird deed as a planning technique may give you a way of helping your client give his children a home while still retaining full control.

Jacqueline A. Revis, Esq., is fluent in both English and Spanish and practices in the areas of real estate, business transactions, probate and trust administration, and estate planning for the boutique law firm of Krause & Goldberg P.A. in Weston, Florida. She received her Juris Doctor (J.D.) from Nova Southeastern University. She is a member of Attorneys Title Fund Services and has closed over 1,500 real estate transactions during her 11 years working in the real estate field. She can be reached at jacqueline@krauseandgoldberg.com, or by calling 954-747-1400.
Title Affidavit
(Seller)

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Vernon Dursley and Petunia Dursley, husband and wife ("Affiant"), who, after being by me first duly sworn, deponed and said that:

1. Vernon Dursley and Petunia Dursley, husband and wife ("Seller"), is the owner of and is selling the following described property to Harry James Potter, a single man ("Buyer"), to wit:

   Lot 4, Block 7, THE CUPBOARD UNDER THE STAIRS ADDITION, in City of Surrey, Little Whinging County, Florida, recorded in Volume 44, Page 77, of the Public Records of Little Whinging County, Florida.

   Parcel Identification Number: 444-77-474747

2. The property described herein was acquired by Affiants during Affiants' marriage and Affiants have remained married without interruption through the date of this affidavit and closing of the subject transaction.

3. Affiants further state that no person other than the owner is in possession of the subject property and no improvements have been made within 90 days for which payment has not been made in full.

4. All recording references set forth herein are to the Public Records of Little Whinging County, Florida, unless otherwise noted. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Hogwarts Title Company and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Hogwarts Title Company and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Vernon Dursley

Petunia Dursley

State of Florida
County of Broward

The foregoing instrument was sworn to and subscribed before me this 21st day of August, 2017 by Vernon Dursley and Petunia Dursley, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires: