

CERTIFICATE OF COMPLIANCE WITH THE REAL ESTATE TRANSFER TAX

____ "I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this document."

____ No tax is due: Family; Gift; Consideration \$100.00 or less

The document is exempt as follows: (check one)

"The real property transfer tax imposed by this Act (sections 84-4301-84-4309) shall not apply to transfer of the following"

- (A) transfer to or from the United States, The State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions thereof;
- ____ (B) any instrument of writing given solely to secure a debt.
- ____ (C) any instrument or writing given solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of tax having been paid at the time of the previous recordation.
- ____ (D) any instrument conveying land sold for delinquent taxes.
- ____ (E) any instrument conveying leasehold interests on land only.
- ____ (F) any instrument, including timber deeds, which convey or grant the right to remove timber from lands if such instrument grant or convey the right to remove such timber for a period have not to exceed twenty-four (24) months.
- ____ (G) any instrument given by one party in a divorce action to the other party to the divorce action as a division of marital property whether by agreement or by order of the court.
- ____ (H) any instrument given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person whom is seeking to enforce the security interest.
- ____ (I) any instrument given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
- ____ (J) any instruments conveying a home financed by the Federal Housing Administration, Department of Veteran's Affairs, or United States Department of Agriculture (USDA) Rural Development, if the sale of the home is sixty thousand dollars (\$60,000) or less And the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home; and
- ____ (K) any instruments conveying land between corporation or between a corporation and its shareholders incident to the organization, merger, consolidation, or liquidation of a

Agent or Grantee Signature

Grantee Name & Address _____

Jonesboro, AR 72401

questions / contact: Phyllis Goodwin
Arkansas Real Estate Stamp Desk
phyllis.goodwin@rev.state.ar.us
501-682-7189



NOTICE OF AVAILABILITY OF CLOSING PROTECTION COVERAGE

To: Buyer / Borrower
Date: 4/12/2019
Property Address: 2502 Mary Jane
Jonesboro, AR 72401
01-144272-26500

Legal Description: Lot 15 in Block "E" of Fairview Acres East, an Addition to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 158 Page 24, subject to easements as shown on recorded plat.

Lenders Title Company File No. 19-075839-300

Please be advised that, pursuant to Arkansas Code Annotated § 23-103-405 and Rule 87 of the Arkansas Insurance Department, you may be entitled to closing protection coverage from Old Republic National Title Insurance Company for the contemplated transaction at a cost of \$ 25.00.

Being notified of the availability and cost of Closing Protection Coverage:

I/We do request such coverage.

I/We do not request such coverage.

Signed April 12, 2019



Buyer(s): City of Jonesboro, Arkansas
File No.: 19-075839-300
Property Address: 2502 Mary Jane
Jonesboro, AR 72401
01-144272-26500
Legal Desc.: Lot 15 in Block "E" of Fairview Acres East, an Addition to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 158 Page 24, subject to easements as shown on recorded plat.

BUYER'S CLOSING AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT OF TITLE INSURANCE COMMITMENT

The undersigned hereby acknowledge receipt of a copy of the title insurance commitment on the above referenced property and note the exceptions listed therein.

DOCUMENT REVISION

As a condition to proceeding with this transaction, the undersigned agree to execute any additional documents which may be required, or will correct any documents which are executed in conjunction with this closing, in order to make the loan (if applicable) eligible for conformity with the loan purchase commitment of the investor, to properly convey title, to release any encumbrance satisfied in conjunction with this transaction, or to properly encumber the title to the subject property with any mortgage, easement or other encumbrance executed in conjunction with this transaction.

Any request by the lender and/or Lenders Title Company for the execution of additional documents or for corrections to documents which have already been executed shall be prima facie evidence of the necessity for same. A written request from the lender, investor, or Lenders Title Company addressed to the undersigned shall be conclusive evidence of the necessity for such additional documents and/or corrections.

PAYOFFS

Should the payoff figures for any mortgage(s) and/or other lien(s) encumbering the property for which the undersigned is an obligor, if any, be more than what is shown on the settlement statement, the undersigned will remit such amounts that are necessary to secure releases of said liens within twenty-four (24) hours of notification by Lenders Title Company. The undersigned hereby agree to hold harmless Lenders Title Company for any loss, cost, damage, or action which may arise as a result of the quotation of sums due by any lien creditor changing and hereby relieves Lenders Title Company from any and all liability related thereto. The undersigned further agree that if a claim hereunder is placed in the hands of an attorney that they will be responsible for reasonable attorney's fees and costs incurred in collecting the amounts due.

SURVEY WAIVER

The undersigned hereby state and affirm that a survey of the above described property is not desired and entitlement to same is hereby waived. The undersigned acknowledges that no protection is provided by Lenders Title Company against encroachments, overlaps, boundary disputes, or any other matters which would be disclosed by a current and accurate survey with regard to the above described property.

The undersigned hereby agrees to hold Lenders Title Company and its successors and assigns, harmless for any and all loss, cost, damage, or action which may arise or be suffered by the undersigned as a result of any encroachments, overlaps, boundary disputes, or any other matters which would be disclosed by a current and accurate survey of the above described property.

TERMITE WAIVER

The undersigned hereby state and affirm that a Termite Clearance Letter and/or a Termite Inspection Report, from a company of their choosing, of the above described property is not desired and entitlement to same is hereby waived. The undersigned acknowledge that no protection is provided by Lenders Title Company against termite or

other pest infestation, or any other matters which would be disclosed by a current Termite Clearance Letter and/or a Termite Inspection Report with regard to the above described property.

The undersigned hereby agrees to hold Lenders Title Company harmless for any and all losses, costs, existing and future damages, or actions which may arise or be suffered by the undersigned as a result of any termite or other pest infestation, or any other matters which would be disclosed by a current Termite Clearance Letter and/or a Termite Inspection Report with regard to the above described property.

This document shall not be considered as a waiver or release of the undersigned's rights to make claims against others except for Lenders Title Company.

TAX PRORATION AND ASSESSMENT

The undersigned hereby acknowledge that it is our responsibility to assess the above described property with the Craighead County Tax Assessor's Office and apply for any homestead or other credits or exemptions which may be available.

The undersigned further acknowledge that the tax figures and prorations used by Lenders Title Company in facilitating the closing between the parties hereto with regard to the above described property are estimates based on the assessments, millage rates, and homestead and/or other credits or exemptions for the prior tax year. The undersigned acknowledge our understanding that if any of these change as a result of the current sale, applicability of a homestead or other credit or exemption, or for any other reason, that the taxes are subject to being changed by the taxing authorities. In such event, the undersigned agree to pay their prorata share of the increased taxes and to hold Lenders Title Company harmless for any loss or damage occasioned by a change in the taxes assessed against the above described property and from the collection and payment thereof.

By affixing our signatures hereto, the undersigned authorize Lenders Title Company to use the prorated tax figures shown on the Closing Disclosure Forms or Settlement Statement used in conjunction with this closing.

OFFER AND ACCEPTANCE COMPLIANCE

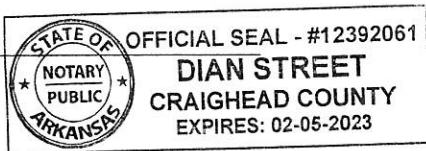
The undersigned, if applicable, hereby certifies and affirms that all conditions of the contract for the sale of the above referenced property have been met, satisfied, approved, and/or waived or will be once the transaction between the parties has been closed.

Executed this 12th day of April, 2019.

SUBSCRIBED AND SWORN to before me, a Notary Public, this 12th day of April, 2019.

Dian Street
Notary Public

My Commission Expires:





DISCLOSURE, AFFIRMATION & AGREEMENT
REGARDING BUSINESS PRACTICES

The undersigned Parties, hereby state and affirm that they are the parties to a real estate transaction, the closing of which is being facilitated by Lenders Title Company, with regard to the following described property located in Craighead County, Arkansas, to-wit:

Lot 15 in Block "E" of Fairview Acres East, an Addition to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 158 Page 24, subject to easements as shown on recorded plat.

In consideration of Lenders Title Company facilitating the closing of the transaction and/or issuing title insurance policies covering the above described property, Parties hereby state and affirm their understanding of the following:

1. Real estate transactions can be both legally and financially complex. Additionally, closing a real estate transaction and underwriting title insurance policies can be complex and complicated. During the closing process Parties will be asked to review and execute various affidavits, affirmations, agreements and indemnities for the benefit of Lenders Title Company and its title insurance underwriter with regard to certain risks that are being assumed in closing this real estate transaction and/or insuring the title to the above described real property. Each of these documents should be carefully reviewed before they are executed.

2. Parties who close with Lenders Title Company always have the right and are encouraged to consult a financial, legal and/or tax advisor of their choice regarding their real estate transaction and the documents which they will be executing. It is understood and agreed that Lenders Title Company has not and will not provide financial, legal and/or tax advice. **You should only rely upon the advice provided by your own financial, legal and/or tax advisor.** By proceeding with the closing of the real estate transaction as evidenced by their signatures hereon, Parties acknowledge that they have sought the advice of their financial, legal and/or tax advisors or that they have knowingly waived their right to do so.

3. The form of the documents to be utilized in the closing conducted by Lenders Title Company, except for those documents provided by third parties such as lenders, surveyors, termite companies, etc., have been approved by a licensed Arkansas attorney, but that the actual documents to be executed by the necessary parties may not have been reviewed by an attorney in their completed form. The term "form" as used herein is not limited to pre-printed fill-in-the-blank instruments, but may include instruments that appear in an electronically merged format. Parties which close with Lenders Title Company have the right to employ an attorney of their choice to prepare documents to be executed in conjunction with this transaction. In the event that Parties have waived their right to have an attorney of their choice review and/or prepare the documents to be executed in conjunction with this transaction, Parties hereby authorize and instruct Lenders Title Company to complete such documents. The undersigned acknowledge that attorneys employed by Lenders Title Company may have acted as a closing or title agent, may have been present at the closing or reviewed documents, or may have discussed issues with respect to the closing or issuance of title insurance. It is understood and agreed that attorneys employed by Lenders Title Company have not represented, and do not represent the undersigned.

4. While the Closing Disclosure Forms or Settlement Statement to be utilized in facilitating the closing of the transaction may indicate that a "Processing Fee" is being charged by Lenders Title Company, it is expressly understood that said fee is being charged for the assimilation, copying, faxing, handling, and processing of the closing package incidental to the real estate transaction at issue and not for the preparation of any documents.

5. Any title search or underwriting examination conducted by Lenders Title Company has been done for the benefit of Lenders Title Company and its title insurance underwriter in underwriting title insurance policies to be issued covering the above described property and not as an agent of or for the benefit of the Parties.

6. Any funds provided for the real estate transaction may be placed in an interest bearing escrow account. Parties hereby waive any and all claims which they may have to the interest which may accrue on account of their funds being placed in an interest bearing escrow account.

7. Fees which may be shown on the Closing Disclosure Forms or Settlement Statement payable to Lenders Title Company for recording and overnight delivery services are only estimates. The actual costs for these services vary due to the number of pages which must be recorded or the specific rates of the overnight carrier. In order to accomplish a final closing of this matter, Lenders Title Company hereby assumes responsibility for any shortage between the estimated fees collected and actual costs for recording and overnight delivery and Parties hereby waive any claim for any overage between the estimated fees collected and actual costs for recording and overnight delivery.


8. In the event that you request that sales proceeds or other funds be transmitted to you by wire, it is understood and agreed that Lenders Title Company is not responsible for fees charged by the receiving bank.

9. Should the payoff on the mortgages or other liens, if any, be more than has been shown on the Closing Disclosure Forms or Settlement Statement, the Seller or Buyer, as applicable, will remit the amount of the shortage within twenty four (24) hours of notification by Lenders Title Company. Seller and Buyer hereby relieve and hold harmless Lenders Title Company and its employees from any and all responsibility as a result of the quotation of sums due by any lending institution or other creditor. Seller and Buyer each further agree that if a claim hereunder is placed in the hands of an attorney by the other party, they will be jointly and severally responsible for payment of reasonable attorney's fees incurred in collecting the amount due.

10. The undersigned agree(s) that any transactions in connection with this closing may be conducted by electronic means in accordance with the Uniform Electronic Transactions Act as adopted in Arkansas; that any signature on a document which is faxed to Lenders Title Company shall be treated as an original signature; and that any document which is stored in electronic form shall be treated as an original document.

Executed this 12th day of April, 2019.

SELLER(S):


James Bowman

SUBSCRIBED AND SWORN to before me, a Notary Public, April 12, 2019.

Dian Street

Notary Public

My Commission Expires:

