

This Instrument Prepared By:  
Gardner Law Firm, P. A.  
A Professional Association  
P.O. Box 1965  
Jonesboro, AR 72403

After Recording Return To:  
Professional Title Services of Arkansas, LLC  
740 Southwest Drive  
Jonesboro, AR 72401  
Re: File No. 2018-681

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ROGER MCDANIEL and RHONDA MCDANIEL, husband and wife, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by CITY OF JONESBORO, an Arkansas municipal corporation, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto its successors and assigns forever, the following described lands lying in Craighead County, Arkansas, to-wit:

See Exhibit "A" attached hereto.

To have and to hold the same unto the said Grantee, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And Grantors hereby covenant with said Grantee that Grantors will forever warrant and defend the title to said lands against all claims done or suffered by, through or under Grantors, but against none other.

And Grantors, for the consideration aforesaid, do hereby separately release and relinquish unto the said Grantee, and Grantee's successors and assigns, all their rights of dower, curtesy and homestead in and to the said lands.

WITNESS our hands and seals on this 3 day of December, 2018.

(Signature page to follow. This space left intentionally blank.)

*Roger McDaniel* 12/3/18  
Roger McDaniel, Grantor

*Rhonda McDaniel*  
Rhonda McDaniel, Grantor

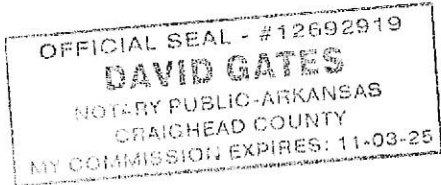
ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this 3 day of December, 2018, before me, a Notary Public, appeared the within named Roger McDaniel and Rhonda McDaniel, husband and wife, to me personally well known (or satisfactorily proven to be such persons), who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2018.

*David Gates*  
Notary Public



AMOUNT OF TAX: \$ \_\_\_\_\_  
I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Professional Title As Agent  
[Grantee or Grantee's Agent]  
Grantee's Address: 300 South Church St.  
JONESBORO, AR 72401

Exhibit "A"  
Legal Description

A PART OF LOT 1 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH 89°50'56" WEST ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 30.00 FEET: THENCE NORTH 00°38'27" EAST DEPARTING SAID SOUTH LINE A DISTANCE OF 350.63 FEET: THENCE NORTH 89°22'28" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF LOT 1, AFORESAID: THENCE SOUTH 00°38'27" WEST ALONG SAID EAST LINE, A DISTANCE OF 350.88 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 10,523 SQ. FT. OR 0.242 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS—OF-WAY OF RECORD.



STATE OF ARKANSAS  
 DEPARTMENT OF FINANCE AND ADMINISTRATION  
 MISCELLANEOUS TAX SECTION  
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

**Real Estate Transfer Tax Stamp**

Proof of Tax Paid



File Number: 2018-681

**Grantee:** CITY OF JONESBORO  
**Mailing Address:** 300 SOUTH CHURCH STREET  
 JONESBORO AR 724010000

**Grantor:** ROGER MCDANIEL AND RHONDA MCDANIEL  
**Mailing Address:** 505 BOWLING LANE  
 JONESBORO AR 724010000

**Property Purchase Price:** \$7,892.25  
**Tax Amount:** \$26.40

**County:** CRAIGHEAD  
**Date Issued:** 12/05/2018  
**Stamp ID:** 881766400

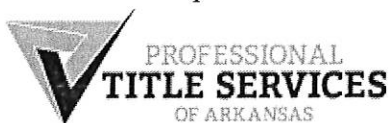
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Professional Title As Agent

Grantee or Agent Name (signature): Kendra Gosselt Date: 12-5-18

Address: 300 South Church Street

City/State/Zip: Jonesboro, AR 72401



Buyer(s)/Borrower(s) (referred to herein as "Buyer"): City of Jonesboro, A Municipal Corporation

File No.: 2018-681

Legal Description A PART OF LOT 1 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 10,523 SQ. FT. OR 0.242 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS—OF-WAY OF RECORD

("Property"):

Property Address: 505 Bowling Lane, Jonesboro, AR 72401

Parcel No.: 01-144152-12800

**BUYER’S CLOSING AGREEMENT**

**ACKNOWLEDGMENT OF RECEIPT OF TITLE INSURANCE COMMITMENT**

Buyer hereby acknowledges receipt of a copy of the title insurance commitment on the Property and has reviewed the exceptions listed on Schedule B-Part II, and if requested by Buyer, copies of any related underlying instruments, documents or agreements have been provided to Buyer and received by Buyer.

**DOCUMENT REVISION**

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

Any written request to Buyer by the lender and/or Professional Title Services of Arkansas, LLC for the execution of additional documents or for corrections to documents which have already been executed shall be conclusive evidence of the necessity for such additional documents and/or corrections.

### **PAYOFFS**

Should the payoff and/or release amounts provided to Professional Title Services of Arkansas, LLC for any mortgage(s) and/or other lien(s) encumbering the Property for which the Buyer is an obligor, if any, be more than what is shown on the Closing Disclosure and/or settlement statement, Buyer will remit such additional amounts that are necessary to secure releases of said mortgages and/or other liens within twenty-four (24) hours of notification by Professional Title Services of Arkansas, LLC. Buyer hereby agrees to indemnify and hold harmless Professional Title Services of Arkansas, LLC and the title insurer from any loss, cost, damage, or action which may arise as a result of the payoff and/or release amounts provided to Professional Title Services of Arkansas, LLC being more than provided and hereby relieves Professional Title Services of Arkansas, LLC from any and all liability related thereto. Buyer agrees that if a claim for amounts due by Buyer hereunder is placed in the hands of an attorney that Buyer will be responsible for reasonable attorney's fees and costs incurred in collecting the amounts due.

### **TAX PRORATION AND ASSESSMENT**

Buyer hereby acknowledges that it is Buyer's responsibility to assess the Property with the CraigheadCounty Tax Assessor's Office.

Buyer acknowledges that the tax figures and prorations used by Professional Title Services of Arkansas, LLC in facilitating the closing between the Buyer and Seller with regard to the Property are estimates based on the assessments for the prior tax year. Buyer acknowledges Buyer's understanding that taxes are subject to being changed by the taxing authorities and, therefore, agrees to indemnify and hold harmless Professional Title Services of Arkansas, LLC, its title insurance underwriter, or any of their successors or assigns, from any loss or damage occasioned by the taxes assessed against the Property being different than the assessments for the prior year.

By affixing Buyer's signatures hereto, Buyer authorizes Professional Title Services of Arkansas, LLC to use the prorated tax figures shown on the Closing Disclosure and/or settlement statement in conjunction with this closing. It is understood that any difference in the taxes prorated for this transaction and the amount of taxes actually assessed and billed against the Property shall be the sole responsibility of the Buyer and/or Seller and not Professional Title Services of Arkansas, LLC.

### **SURVEY HOLD HARMLESS**

Buyer hereby states and affirms that Buyer has been made aware of the following items disclosed by a survey dated N/A and last revised N/A and prepared by N/A of N/A, License No. N/A, which is incorporated herein by reference: As shown on survey.

Buyer agrees to indemnify and hold harmless Professional Title Services of Arkansas, LLC and its title insurance underwriter from any loss, cost, damage, or action which may arise or be suffered by Buyer as a result of the aforementioned items. Buyer acknowledges that any future correction or forced removal of any of the aforementioned items will be at Buyer's sole expense.

**TERMITE WAIVER**  *CHECK IF APPLICABLE*

Buyer hereby states and affirms that a Termite Clearance Letter and/or a Termite Inspection Report, from a company of Buyer's choosing, of the Property is not desired and entitlement to same is hereby waived. Buyer acknowledges that no protection is provided by Professional Title Services of Arkansas, LLC or its title insurance underwriter 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 Property.

Buyer hereby agrees to indemnify and hold harmless Professional Title Services of Arkansas, LLC, its title insurance underwriter, and their successors and assigns, from any and all losses, costs, existing and future damages, or actions which may arise or be suffered by the Buyer 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 Property.

**HOME WARRANTY**

Professional Title Services of Arkansas, LLC does not provide or arrange for any home warranty(s). Buyer acknowledges that responsibility for any home warranty(s) desired by the Buyer with respect to the Property is the sole responsibility of the Buyer and/or Seller. Buyer hereby agrees to indemnify and hold harmless Professional Title Services of Arkansas, LLC, and its successors and assigns, from any and all claims or losses, costs, existing and future damages, related to any failure to receive or obtain a home warranty(s) or any insufficiency of any home warranty (s) provided or obtained by Buyer with regard to the Property.

**PRORATIONS.**

Prorations required in this transaction have been made based on the actual number of days in the period prorated unless otherwise instructed in writing. For purposes of closing, Seller is deemed to own the property the full day on the date of closing regardless of the time of day the closing occurs. Additionally, prorations required in this transaction have been made based on information provided by the parties themselves or based on information provided by third parties. For purposes of determining prorations, Professional Title Services of Arkansas, LLC is entitled to rely on all information provided by the parties themselves or any third parties and Professional Title Services of Arkansas, LLC assumes no responsibility or liability for the completeness or accuracy of the information or sums provided. The parties assume all liability for the completeness and accuracy of the information provided and agree to indemnify and hold Professional Title of Arkansas, LLC harmless to the extent any information provided to Professional Title of Arkansas, LLC and used in the prorations is incomplete or incorrect. The parties agree to pay within ten (10) days of notice from Professional Title Services of Arkansas, LLC any such sums which are due and payable by them to the extent of any incomplete or inaccurate information provided to Professional Title of Arkansas, LLC.

This document shall not be considered as a waiver or release of the Buyer's rights to make claims against others except for Professional Title Services of Arkansas, LLC.

Executed this 3 day of December, 2018<sup>4</sup>.

BUYER(S):

City of Jonesboro, A Municipal Corporation

By: Harol Perrin 11/30/18  
Harol Perrin, Mayor

By: Donna Jackson 11/30/2018  
Donna Jackson, City Clerk

SUBSCRIBED AND SWORN to before me, a Notary Public, this 3 day of December, 2018.

[Signature]  
Notary Public

My Commission Expires:

11/3/25







## Professional Title Services of Arkansas, LLC Privacy Statement

Professional Title Services of Arkansas, LLC ("PTSA") respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains PTSA's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. PTSA follows the privacy practices described in this Privacy Statement and, depending on the business performed, PTSA companies may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

### Disclosure to Affiliated Companies

We are permitted by law to share things like your name, address, and facts about your transaction with our affiliates in order to provide products and services to you that you have requested, to improve our products and services, and to communicate and inform you about PTSA's products and services. We do not, however, disclose

information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

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

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, PTSA's current policy is to maintain customers' Personal Information for no less than state required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Professional Title Services of Arkansas, LLC  
740 Southwest Drive  
Jonesboro, AR 72401

**Links to Other Websites**

Our website may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website.

I certify that I have received a copy of this privacy statement on this 3 day of December, 2018.

City of Jonesboro, A Municipal Corporation

By: Harol Perlin  
Harol Perlin, Mayor

11/30/18

By: Donna Jackson  
Donna Jackson, City Clerk

11/30/2018

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File No. 2018-681	7. Loan No.	8. Mortgage Insurance Case No.		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.						
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower: City of Jonesboro, A Municipal Corporation			E. Name & Address of Seller: Roger McDaniel and Rhonda McDaniel 505 Bowling Lane Jonesboro, AR 72401		F. Name & Address of Lender:		
G. Property Location: 505 Bowling Lane Jonesboro, AR 72401			H. Settlement Agent: Professional Title Services of Arkansas, LLC		I. Settlement Date: 12/03/2018		
			Place of Settlement: 740 Southwest Drive Jonesboro, AR 72401		Funding Date: 12/03/2018		
					Disbursement Date: 12/03/2018		

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$7,892.25
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$971.40
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$8,863.65
200. Amount Paid by or in Behalf of Borrower	
201. Deposit	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes 01/01/2018 to 12/03/2018	\$1,273.44
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$1,273.44
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$8,863.65
302. Less amounts paid by/for borrower (line 220)	\$1,273.44
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$7,590.21

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$7,892.25
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$7,892.25
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan	
505. Payoff of Second Mortgage Loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes 01/01/2018 to 12/03/2018	\$1,273.44
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$1,273.44
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$7,892.25
602. Less reductions in amounts due seller (line 520)	\$1,273.44
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$6,618.81

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>		
Division of commission (line 700) as follows :		
701. \$		
702. \$		
703. Commission paid at settlement		
704.		
<b>800. Items Payable in Connection with Loan</b>		
801. Our origination charge		
802. Your credit or charge (points) for the specific interest rate chosen		
803. Appraisal fee		
804. Credit report		
805. Tax service		
806. Flood certification		
807.		
808.		
809.		
810.		
<b>900. Items Required by Lender to be Paid in Advance</b>		
901. Daily interest charges from 12/03/2018 to 01/01/2019		
902. Mortgage insurance premium		
903. Homeowner's insurance		
904.		
<b>1000. Reserves Deposited with Lender</b>		
1001. Initial deposit for your escrow account		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. Property taxes		
1005.		
1006.		
1007. Aggregate Adjustment \$0.00		
<b>1100. Title Charges</b>		
1101. Settlement or closing fee to Professional Title Services of Arkansas, LLC		
1102. Owner's title insurance to Fidelity National Title Insurance Company	\$70.00	
1103. Lender's title insurance to Fidelity National Title Insurance Company		
1104. Lender's title policy limit \$		
1105. Owner's title policy limit \$7,892.25		
1106. Settlement or closing Fee to Professional Title Services of Arkansas	\$400.00	
1107. Title Examination to Professional Title Services of Arkansas	\$400.00	
1108.		
<b>1200. Government Recording and Transfer Charges</b>		
1201. Recording fees: Deed \$25.00 Mortgage \$ Release \$ to Craighead County Circuit Clerk	\$25.00	
1202. City/County tax/stamps Deed \$ Mortgage \$		
1203. State tax/stamps Deed \$26.40 Mortgage \$ to Department of Finance and Administration	\$26.40	
1204.		
<b>1300. Additional Settlement Charges</b>		
1301. Warranty Deed Prep to Gardner Law Firm	\$50.00	
1302.		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>	<b>\$971.40</b>	

See signature addendum

Signature Addendum

City of Jonesboro, A Municipal Corporation

By: Harol Perrin 11/30/18  
Harol Perrin, Mayor Date

By: Donna Jackson 11/30/2018  
Donna Jackson, City Clerk Date

Roger McDaniel 12/3/18  
Roger McDaniel Date

Rhonda McDaniel 12/3/18  
Rhonda McDaniel Date

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

[Signature] 12/3/18  
Settlement Agent Date