



ESCROW 101:

REFERENCE GUIDE

ESCROW 101: REFERENCE GUIDE



Lawyers Title has prepared this in-depth escrow guide for agents, buyers, and sellers in Arizona, California, and Nevada. Linked by common borders, the Western Region is also bound by many similar escrow practices and an increasingly mobile population. Everyone who is considering a move or who works in the real estate field will find this overview invaluable and timely.





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What Is Escrow?



Escrow is a process that evolved to ensure protection for all parties to a real estate transaction.

A “neutral third party” or “stakeholder” was nominated to hold the funds until the purchaser received appropriate assurance that the property had been transferred. An escrow may also be created for other purchases, although it is most commonly used during the transfer of real estate. Today, the escrow is overseen by an escrow officer employed by an independent escrow company or title company. All parties are protected because the escrow holder will retain funds and documents until all the instructions are fulfilled.

An escrow is created when money and/or documents are deposited with the escrow officer. The escrow officer’s authority is strictly governed by written instructions, mutually agreed upon by the parties involved. The instructions direct the escrow holder to perform duties necessary to complete the transaction.

A few of the tasks which may be required are:

- Receive and deposit earnest money
- Order information for payoff of existing liens
- Calculate and/or prorate taxes, liens, interest, rents, and insurance policies
- Make arrangements for title insurance protection for the buyer and lender
- Prepare and/or receive documents relating to the escrow
- Request and receive funding from new lender when conditions have been satisfied
- Arrange for recording of the conveyance documents and any other legal instruments required to transfer title to the property pursuant to the terms of the purchase agreement
- Close the escrow and disburse funds as agreed upon in the instructions
- Prepare a closing statement for the parties showing disposition of funds

Definition of “Escrow” from Black’s Law Dictionary

A writing, deed, money, stock, or other property delivered by the grantor, promissor, or obligor into the hands of a third person, to be held by the latter until the happening of a contingency or performance of a condition, and then by him delivered to the grantee, promisee, or obligee. A system of document transfer in which a deed, bond, or funds is delivered to a third person to hold until all conditions in a contract are fulfilled.

Fun Fact

Escrow practices evolved from English common law. The word “escrow” is actually derived from the Middle English (12th to 15th century) word for “scroll,” on which all of the escrow instructions and lists of properties were recorded.

The Escrow Officer

The escrow officer is a highly-trained and experienced employee of a title company, independent escrow company or real estate broker.

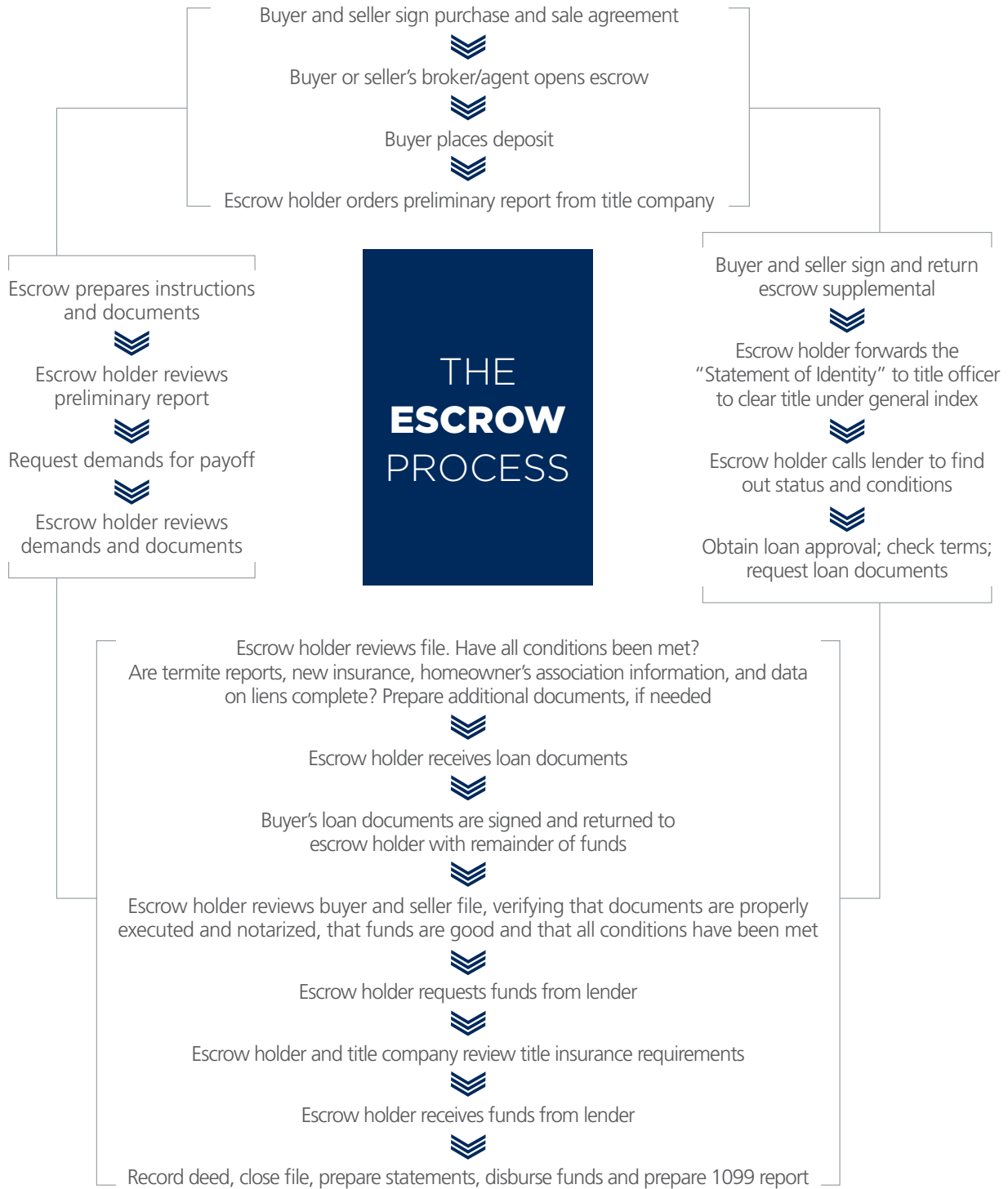
Escrow officers act as neutral third parties to accomplish the closing of the real estate transaction. Lawyers Title escrow officers are not only expert in the complexities of closing a real estate transaction, they are also accustomed to dealing with the public and working closely with real estate agents, lenders, and other real estate service providers involved in each transaction.

It is safe to say that most escrow officers learn their craft on the job. Most serve an extended “apprenticeship” of several years before earning their escrow officer designation. In addition, many escrow and title companies provide formalized training in escrow. There are escrow schools, classes through the American Escrow Association and its state-level affiliates, and escrow classes at junior colleges and trade colleges. The real test of an escrow officer’s expertise is the coordination of many transactions simultaneously, all the while answering the telephone, coordinating the signing of documents, overseeing the work of an assistant, and frequently managing an office as well! Your escrow officer likely has many years of experience and has closed thousands of escrows—each one individual and unique.



Title, escrow, and real estate companies are members of highly regulated industries. They are overseen by local, state, and federal regulatory agencies and must comply with extremely high standards of integrity and fiscal responsibility. However, escrow officers are not attorneys and may not give legal or tax advice. They do take a great interest in the satisfaction of all parties involved in the real estate transaction, and they will often work long hours to make sure the escrow closes as expected.

The Escrow Process



Opening the Escrow



The selection of the escrow holder is normally done by agreement between the parties to a transaction.

Typically, the escrow is opened by the real estate agent. Local practice generally dictates which agent (the “seller side” or the “buyer side”) will open the escrow.

Escrow may be opened via telephone, email, website form, or in person, depending upon the preference of the agent and which options are available through the escrow company. An “escrow number” is assigned and the appropriate information is entered into the computer. Upon issuance of an escrow number, the escrow officer will order a Preliminary Report or Commitment from the title company or title department.

The escrow officer will need some basic information in order to open and proceed with the escrow:

- Correct street address and parcel # if available
- Sales price
- Full names of all parties involved and marital status
- Contact information for all parties
- Existing lender name, loan number, contact information, and approximate unpaid balance
- New lender contact information if applicable
- Homeowner’s association information, such as address and dues
- HOA management company information (if any)
- Commission amount and additional conditions

In general, the first item to enter the escrow is the buyer’s initial deposit. The escrow file will grow, item by item, until all of the conditions have been met and the escrow is ready to close.

Expedite Your Escrow



Tips for the Agent

The escrow officer's goal is to make the closing smooth and error-free, and to be an active participant in your success. Throughout the escrow process, securing timely and complete information is one of the keys to exceptional escrow service. You can be of tremendous assistance as the "information pipeline," and the escrow officer will greatly appreciate this information.

If You Are Opening the Escrow, You Will Be Asked to Provide the Following:

- Complete street address (Avenue, Drive, Street, Number, etc.) and parcel number if possible
- Full names and marital status of all sellers (initials are not enough); If a married couple is involved, the first names of both spouses are essential, along with addresses and phone numbers
- Type of property: is it a rental or owner-occupied?
- Names of any existing mortgage companies, including all lien holders and private parties, to be paid off at closing; Include the company name, loan number, address, telephone number, and approximate unpaid balance
- Homeowner's association name and the name and phone number of the management company
- Appropriate information and reports, such as termite report and/or completion, home protection invoice, natural hazard report invoices, etc.



The Escrow Officer Will Also Need the Following from the Buyer's Agent:

- Full names and marital status of all buyers (initials are not enough); If a married couple is involved, the first names of both spouses are essential, along with addresses and phone numbers
- How the buyer(s) wants to take title
- New lender information
- Fire/hazard insurance information for a new policy or existing policy

After the Escrow Is Open:

- When calling the escrow officer, have the escrow number and buyer/seller's names handy
- Keep the escrow officer informed on any matters that may affect the transaction
- Direct your client's questions to the proper representative, such as:
 - **Real Estate Agent:** Physical aspects of property, conflicts, and terms of sale
 - **Lender:** Loan terms, credit report issues, etc
 - **Escrow Officer:** Escrow instructions, documents and forms to be filled out
- When escrow closes, celebrate another successful transaction!



Escrow Red Flags



A “red flag” is a signal to pay attention! These situations may cause delays or other problems within an escrow and must be addressed well before the escrow is expected to close.

The Preliminary Report or “Commitment of Title Insurance” will reveal many red flags, so the escrow officer will review it carefully. Agents and parties to the transaction should also review the preliminary report for situations which could cause delays. Many life changes cause a “red flag” situation, as can other outside influences.

Here are a few things to watch for:

- Bankruptcies
- Business trusts
- Clearing liens and judgments, including child or spousal support liens
- Deposits made by a third party on behalf of the buyer
- Encroachment or off-record easements
- Family trusts
- Foreclosures
- Home improvement loans (HERO), including solar liens
- Last minute change in buyers
- Last minute change in type of title insurance coverage
- Probates
- Proper execution of documents
- Proper jurats, notary seals
- Recent construction
- Sellers or buyers who are outside of the United States (Foreign Persons)
- Transfers or loans involving corporations or partnerships



Red Flag Examples

1. **The buyer or seller has been involved in a bankruptcy:** If the bankruptcy is still pending, obtain the contact information for the attorney. Escrow cannot close until the property is released from any pending bankruptcy proceedings.
2. **The seller or buyer intends the property in question to be part of a tax-deferred exchange:** To prevent delays in closing this transaction, obtain the contact information for the tax-deferred exchange accommodator. Your escrow officer will work closely with the exchange to make sure all state and federal tax guidelines are followed.
3. **Your clients do not speak English:** Our diverse population includes many buyers, borrowers, and sellers who do not speak English or for whom English is a second language. If you do not speak the language spoken by your clients, seek a qualified and reliable interpreter. If you plan to use an interpreter, inform your escrow officer so that appropriate accommodations may be made for correspondence and the signing appointment.
4. **The property is being sold because of a divorce:** Is the divorce final and are the appropriate documents available? Has one spouse deeded the property to the other? If not, both the husband and wife will be required to sign all listing and escrow documents. Will two separate checks be required for proceeds? Do you have current addresses and other contact information for both parties?
5. **Sellers are recently married:** Is the new spouse going to be a seller in this transaction, or will that spouse be required to sign a quitclaim deed conveying his or her community property interest in the property to the other spouse?
6. **One of the owners is recently deceased:** Many red flag situations arise from the death of a property owner. If this is a sale, appropriate documents must be prepared in order to close the escrow. Is there a probate proceeding on the estate of the deceased? If so, a court order confirming the sale of the property will be needed prior to the close of escrow. Was a family trust established prior to the death of the seller? If so, you need to know who the Successor Trustee is in order to obtain proper signatures. Involve your escrow officer early and save frustration for all.
7. **One of the principals is using a Power of Attorney:** Is the Power of Attorney legal and binding? The document should have been recorded in the county and state where the property is located, and should be less than two years old. Provide a copy of the document to your escrow officer as soon as possible.
8. **Buyers want to hold title in the name of a trust:** The new lender may not allow this type of vesting, so be sure to raise this issue as soon as possible.
9. **Seller lives in another state or is selling a property other than the principal residence:** Some states (such as California) require tax withholding on the sale of certain properties. Check with your escrow officer immediately to discuss special tax reporting situations.

Closing Costs



This list will give you an idea of what items are typically included in closing costs (not the specific amounts, as fees can vary).

The buyer and seller may negotiate “Who pays what,” but once the contract is signed, instructions cannot be changed unless mutually agreed upon by all parties in writing.

Real Estate Commission

If the property is listed or sold by an agent, there will be commission(s) to calculate.

Taxes

The seller is required to pay the property taxes through the last day of ownership.

Homeowner Insurance

The buyer will purchase a fire and hazard insurance policy. Frequently, the lender requires the first year’s insurance premium to be paid at close of escrow.

Assessments and Liens

Assessments or liens against individuals and/or the property must be paid off before the close of escrow. The title company will normally show much of this information in the Preliminary Report/ Title Commitment, and the escrow officer will work with the appropriate parties to clear up any problems so that the escrow may close.

Escrow Fees and Title Insurance

Depending upon the customs of the area, the seller or the buyer can pay the title insurance fee that is referred to as the owner’s (or homeowner’s) policy. The owner’s policy covers the new owner’s interest and title to the new property. The buyer typically pays for the “lender policy” that will cover the new lender’s interest in the title to the property. “Who pays” the escrow fee is frequently dictated by county or regional custom, but it is generally split between the buyer and the seller except on certain types of government loans.

- Inspections and other fees
- Attorney’s fees
- Document preparation fees
- Loan fees
- Notary fees
- Pest inspection
- Tax service fees
- Deed recording charges
- Home warranty
- Natural hazard disclosure report
- Pest correction costs
- Special courier or delivery fees

Who Pays What?

There are a variety of services required to close a real estate transaction and some fees that may apply.

“Who pays what” is dictated by the traditions and practices in each area, and varies from state to state (and even county to county). FHA and VA loans may also have some differing rules and procedures. Here is a general guide to fees and services that may be required. Remember, many items in the real estate contract are negotiable.

SELLER

- Real estate commission as specified in listing agreement or sales contract
- Any applicable city, county, or real property transfer taxes
- Payoff of all loans in seller’s name including:
 - » Principal balance plus interest
 - » Any demand, reconveyance, or other fees
 - » Prepayment penalties and preparation of documents
- Any judgments, tax liens, etc. against the seller
- Any unpaid property tax amount at time of transfer
- Any unpaid homeowner association dues
- Any bonds or assessments (if specified in contract)
- Any delinquent taxes
- Termite inspection and/or work (if specified in contract)
- Home warranty (if specified in contract)
- Notary fees, if applicable
- Half of the escrow or sub-escrow fees (if customary in your area)
- Title insurance premium (if customary in your area)
- Recording charges to clear all documents of record against seller

BUYER

- Real estate commission as specified in listing agreement or purchase contract
- Loan charges as required by lender, including:
 - » Any loan origination fees or funding fees
 - » Preparation of documents
 - » Credit report, pre-paid interest, and appraisal fee
- Impounds for taxes and fire insurance (as required by lender)
- Termite inspection and/or work (if specified in contract)
- Other inspection fees (if specified in contract or required by lender)
- Home warranty (if specified in contract)
- Any applicable city, county, or real property transfer taxes (as specified in contract)
- Title insurance premium (if customary in your area)
- Lender’s title insurance premium and endorsement fees as required by lender
- Half of escrow or sub-escrow fees (if customary in your area)
- Recording charges for all documents in buyer(s) name

Your real estate agent, loan officer, and escrow officer are the best sources of information specific to your area and your circumstances.

The Title Company's Role



The purchase of a home is often the largest single financial investment many people may make in their lifetime. The importance of fully protecting such an investment cannot be overly stressed. A basic home ownership protection essential to the security of the home is safe, sound, reliable title insurance.

What is Title Insurance?

It is the application of the principles of insurance to risks present in all real estate transactions. These risks are divided into two main categories: hidden hazards that cannot be detected in the examination of title, and human errors which will always be with us. Examples of hidden hazards are forgery, incompetence of grantor or mortgagor, unknown heirs, fraud, impersonation, etc.

Title insurance differs from other types of insurance by protecting against future losses arising out of events that have happened in the past. There are no annual premiums. One premium, based on the amount of the sale or mortgage, is paid when the policy is issued and is good for the life of the policy. A lender's policy, insuring the lender, stays in effect until the loan is paid off. An owner's policy, insuring the buyer, is good as long as the owner or owner's heirs own the property.

Preliminary Report or "Commitment for Title Insurance"

The title company will search and examine the public records to investigate information surrounding title to the property. The title search is used to create a Preliminary Report provided to the lender or purchaser before closing, and reveals the following:

- The legal owner of the property
- That the "estate" or degree of ownership being sold is currently and accurately vested in the seller
- Property tax status and other public or private assessments
- The presence of any unsatisfied mortgages, judgments, or liens that must be satisfied before "clear title" can be conveyed
- Existing easements, restrictions, rights of way, or other rights granted to others

Teamwork

The title company is involved in the real estate transaction almost from the time the purchase agreement is signed, through and beyond the closing. Working mostly behind the scenes, but always in close coordination with real estate agents, escrow officers, lenders, and legal counsel, the title company strives to carry out an important, complex procedure in an efficient and professional manner.

Vesting Information



Arizona, California, and Nevada (and only a handful of other states) are community property states. That means the buyer must provide marital status as well as instructions on how the name(s) will appear on the Grant Deed. (See Vesting Descriptions, p. 22)

The escrow officer often provides a form that will be filled in with the vesting choice at the beginning of the escrow. The form will also ask how the buyer intends to take title to the property (i.e., an Unmarried Man, a Married Woman as her Sole and Separate Property, Husband or Wife, etc). Vesting information must also be provided to the new lender so that loan documents may be prepared to reflect the buyer name(s) and vesting according to the buyer's wishes.

Your escrow or title company can provide you with a list of vesting choices, as well as descriptions of some of the consequences of each method of vesting. Although vesting choices vary by state, they concern either individuals (such as spouses) or entities (such as a corporation, partnership, or trust).

One of the most frequent questions asked of escrow officers is, "How should I hold title?" Escrow officers are not attorneys and cannot give legal advice; therefore, it is important that buyers take some time before the close of escrow to research and decide upon their vesting choice. There are important legal and tax ramifications inherent in the vesting choice, and clients are encouraged to speak with their legal or tax advisor.

Escrow and Taxes



Change of Ownership Filings

(See sample forms p. 26-27)

When property changes hands, local government agencies require notice of change of ownership. At the local level, this would be any county office that assesses or collects taxes. Reporting a change in the ownership of the property allows the local jurisdiction to assess the tax liability for each property as the title is transferred from seller to buyer.

The reporting documents vary from state to state, but all states require at minimum the names of the seller and buyer, assessor's parcel number or other property identifying number, the property location, and tax address. Also required is the total purchase price, terms of sale, and signature of the new owner. The reporting document is recorded along with documents evidencing a change in ownership. In California, the document is called a Preliminary Change of Ownership (PCOR), and it assists the local agency in identifying situations in which a property reassessment is allowed under Proposition 13. In Arizona, the required document is an Affidavit of Property Value, and in Nevada, it is called the State of Nevada Declaration of Value.

Penalties or fines may be assessed from the governing body for failure to file the document

as required by state or local laws. The escrow officer will generally assist the client in completing the document and ensuring that it reaches the Recorder's Office along with the other documents pertinent to the change of ownership.

Some situations which may appear to be a change of ownership are exempt from the filing of this type of document, including corrections to the record and status changes such as a change in vesting.

Federal Requirements

(See sample form p. 30)

The Internal Revenue Service (IRS) requires that sellers report certain information pertaining to sales of real property. Under the Tax Reform Act of 1986, reportable transactions include sales and exchanges of properties including, but not limited to, houses, townhouses, and condominiums. Also reportable is stock in cooperative housing corporations and mobile homes without wheels. Specifically excluded from reporting are foreclosures and abandonment of real property, as well as financing or refinancing of properties.

The escrow officer, as the settlement agent, will ask the seller to complete a Certificate for Information Reporting for the 1099-S form which may be



required by the IRS. The seller is required to provide his or her correct taxpayer identification number (social security number), as well as the closing date of the transaction and gross proceeds of the transaction. Most settlement agents now transmit the reportable information electronically to the IRS at the end of the year, although a “hard copy” of the form is included in the seller’s closing documents.

Property Taxes

(See tax calendars p. 32)

Homeowners pay property taxes to their appropriate assessment, collection or franchise tax department in each county. A change in ownership or the completion of new construction could result in a change in the assessed value of the property and may result in the issuance of a supplemental property tax bill. Taxes are due on predesignated dates and become delinquent when not paid. Penalties are assessed for delinquent taxes. The yearly “tax calendar” varies by state.

In addition to standard property taxes, many jurisdictions also contain special assessment districts, which may have been formed as a means of financing infrastructure. Bonds may have been sold to finance the infrastructure and the ultimate property owner continues to make payments on the principal and interest on the bond. The bond issues vary in size and term. Other special city and county districts may be assessed for a variety of purposes, including street lights and traffic signals, street maintenance, certain educational purposes, etc.

Transfer Taxes

Transfer Tax, often called Real Property Transfer Tax, is a tax collected by the County Recorder when an interest in real property is conveyed. It is paid at the time of recording, and is computed using the actual sales price. An amount, legislated by the state or county, is charged per \$500 or \$1,000 of

the sales price. Although it is common for the seller to pay this tax, in some areas tradition dictates that the buyer and seller will split the payment.

Many cities have levied an additional tax within their jurisdictions. In some counties, these taxes are collected by the County Recorder along with county transfer tax, but in other areas a separate check will be mailed to the city. Your escrow officer is familiar with the taxes required and will coordinate payment of the appropriate amount.

Withholding Requirements (California)

(See sample form p. 29)

The withholding law applies to dispositions of California real estate by both residents and non-residents which close on and after January 1, 2003. Previously, withholding was only required of non-resident sellers.

The law requires the buyer (called the transferee) to withhold from what would otherwise be paid to the seller.

The withholding is 3 1/3% of the gross sale price. It does not take into account costs of the sale such as real estate commissions or other settlement costs. Withholding is currently due by the 20th day of the calendar month following the date title is transferred or may be remitted on a monthly basis in combination with other transactions closed during that month. California Forms 593 and 593B are used to report and a remit copy must be provided to the seller to attach to their tax return.

If you are an individual selling property, the buyer will not have to withhold from your proceeds if the sale price is less than \$100,000, or you are selling your principal residence, or if you are selling at a loss. Other exemptions are for tax deferred exchanges and involuntary conversions of property.

Other Legal Issues



Good Funds

Occasionally, parties to the escrow are required to bring in additional funds to complete the transaction. Most states have laws which stipulate that the escrow cannot proceed unless the funds are “good” (i.e. have cleared the appropriate banking institution and are available for use).

For this reason, funds should be delivered to the escrow holder in the form of a cashier’s check, certified check, bank treasurer’s check, or by a transfer of funds (wire) between accounts through the Federal Reserve Banks or any federally-chartered bank or credit union. Personal or out-of-area checks will add several days to the processing time and will cause delays in the escrow closing.

Statements of Information

(See sample form p. 21)

Name duplications are inevitable in heavily-populated counties, so the parties to the escrow may be sent a document known as a “Statement of Information” (which is often referred to as an “S of I” or “SI”). This document seeks further information to clarify the identity of the parties to the transaction and should be completed and returned as soon as possible. It allows the title officer to eliminate any issues involving another person of the same or similar name which may cloud the title. The information provided is subject to extensive privacy protection regulations.

Gramm-Leach Bliley Privacy Act (GLBA)

This federal law requires financial institutions to protect non-public personal information of consumers and customers. The Act also requires government agencies that regulate financial institutions to implement regulations to carry out the Act's financial privacy provisions.

For title and escrow companies, this legislation has simply reinforced our dedicated commitment to preserving the privacy of our customers and protecting their information. Lawyers Title has strict guidelines in place to ensure the safe storage of information as well as the appropriate electronic safeguards. Contact your local representative for a copy of Lawyers Title's Privacy Policy.

USA Patriot Act

This act significantly expanded the powers of federal law enforcement officials with respect to terrorist activities.

The Act places new or additional requirements on financial institutions and is taken very seriously by title and escrow companies. Among the requirements:

- Having appropriate controls reasonably designed to detect and report instances of laundering
- Ensuring that US correspondent accounts for foreign banks are not used to indirectly provide banking service to foreign "shell" banks that have no physical presence in any country
- Identifying accounts maintained by senior foreign political figures, their immediate families or close associates; Establishing procedures for identifying customer accounts, including procedures to verify customer identity and maintain records of information used to verify identity
- Designating a compliance officer, conducting ongoing employee training, and establishing an independent auditing function to test the anti-money laundering programs in place



Sample Forms




Here are some samples of the forms mentioned throughout this book. Since changes may be made from year to year, and forms may vary from county to county, these samples are not intended to replace official forms available from any official government agency or from your Lawyers Title escrow officer.

- Statement of Identity/Information - "S of I" or "SI" (California) - *Page 21*
- Vesting Descriptions and Charts (Arizona, California, Nevada) - *Page 22-24*
- Affidavit of Property Value (Arizona) - *Page 25*
- Preliminary Change of Ownership - "PCOR" (California) - *Page 26-27*
- Declaration of Value (Nevada) - *Page 28*
- Withholding Certificate for Sellers (California) - *Page 29*
- Certificate for Information Reporting (for 1099-S) - *Page 30-31*
- Tax Calendars - *Page 32*

Statement of Identity/Information - "S of I" or "SI"

Sample Forms

	<p>State of California Secretary of State</p> <p>Statement of Information (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.</p> <p>IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</p>	<div style="border: 1px solid black; padding: 2px; width: 30px; margin: auto;">S</div>
<p>1. CORPORATE NAME</p>		<p>This Space for Filing Use Only</p>
<p>2. CALIFORNIA CORPORATE NUMBER</p>		
<p>No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)</p> <p>3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.</p> <p><input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.</p>		
<p>Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)</p>		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE ZIP CODE CA
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE ZIP CODE
<p>Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)</p>		
7. CHIEF EXECUTIVE OFFICER/ ADDRESS	CITY	STATE ZIP CODE
8. SECRETARY ADDRESS	CITY	STATE ZIP CODE
9. CHIEF FINANCIAL OFFICER/ ADDRESS	CITY	STATE ZIP CODE
<p>Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)</p>		
10. NAME ADDRESS	CITY	STATE ZIP CODE
11. NAME ADDRESS	CITY	STATE ZIP CODE
12. NAME ADDRESS	CITY	STATE ZIP CODE
<p>13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:</p>		
<p>Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.</p>		
<p>14. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]</p>		
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE ZIP CODE CA
<p>Type of Business</p>		
<p>16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION</p>		
<p>17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.</p>		
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE SIGNATURE
SI-200 (REV 01/2013)		APPROVED BY SECRETARY OF STATE

Vesting Descriptions (Arizona)

Sample Forms

Community Property (married couples only):

Since Arizona is a community property state, by statute all property acquired by a married couple is presumed to be community property unless stipulated otherwise. Community property ownership can apply only to married persons. The interest of a deceased spouse may pass either by will or by intestate succession.

Community Property With Right of Survivorship (married couples only):

Community property with right of survivorship is co-ownership by a married couple providing for the surviving spouse to retain full title after the death of the other spouse. Allows for a stepped-up tax basis for capital gains taxes to a surviving spouse. The married couple must specifically accept the right of survivorship.

Joint Tenancy with Right of Survivorship (multiple persons):

Joint tenancy is a method of co-ownership that gives title to the last surviving joint tenant. If a married couple acquires title as joint tenants with right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

Tenants In Common (multiple persons):

A method of co-ownership where the parties do not have survivorship rights and each owns a specific undivided interest in the entire title.

Sole and Separate (married individual only):

Real property owned by an unmarried person or by a spouse prior to marriage, or acquired after marriage by gift or devise, descent, or specific intent. When a married person acquires title as sole and separate property, his/her spouse must execute a Disclaimer Deed.

Trust:

There are many different types of trusts that can be created through which one or more individuals or investors may take title, provided that the trust is validly formed under a trust agreement as provided under law in the state in which the trust was formed. A trust in itself, however, cannot hold title. A Trustee must be named, who would hold title and authority for the trust, as set forth in a trust agreement. If obtaining financing, please confirm with your lender whether a trust is acceptable. You will need to provide the Trustee(s) name(s) and the name and date of the trust. A full copy of the trust must be provided to your escrow officer prior to close of escrow.

Unmarried (single individual)

Corporation, Limited Liability Company, General or Limited Partnership - Evidence of Formation & Authority:

When title is taken in the name of a legally formed entity, there will be additional title requirements for the appropriate organization documents for the entity, as well as evidence that the entity has been properly formed and filed in its state of origin. Those documents must also indicate who has been granted authority to sign on behalf of and bind the entity.

This information is provided as a courtesy only. Taking title to real property can result in significant legal estate planning obligations and tax or legal consequences. For more information, you are encouraged to contact a professional legal tax advisor.

Vesting Chart (California)

Sample Forms

	COMMUNITY PROPERTY	COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP	JOINT TENANCY	TENANCY IN COMMON	PARTNERSHIP	TRUST
Parties	Husband and wife or domestic partners.	Husband and wife or domestic partners.	Any number of persons (can be husband and wife or domestic partners).	Any number of persons.	Any number of partners.	Any number of beneficiaries of the trust.
Division of Interests	Equal.	Equal.	Equal.	Any number of interests, equal or unequal.	Partnership interests may be equal or unequal.	Beneficial interests under trust may be equal or unequal.
Title	In the names of the individual owners.	In the names of the individual owners.	In the names of the individual owners.	In the names of the individual owners.	In the name of the partnership.	In the name of the trustee, "as trustee."
Possession	Equal right of possession.	Equal right of possession.	Equal right of possession.	Equal right of possession.	According to partnership agreement.	According to trust agreement.
Conveyance	Both spouses must join in a conveyance.	Both spouses must join in a conveyance.	Conveyance by one co-owner breaks the joint tenancy.	Each co-owner's interest may be conveyed separately.	Any general partner authorized by the partnership agreement may convey.	Trustee may convey in accordance with the trust agreement.
Death	Decedent's spouse 1/2 interest passes to decedent's estate.	Decedent's 1/2 interest passes to survivor.	Decedent's interest passes to the survivor(s).	Decedent's interest passes to decedent's estate.	Partnership agreement provides for either termination or continuance of the partnership.	Trust agreement usually provides for distribution upon death of the settlor.
Successor's Status	Tenancy in common between devisee and survivor results.	Survivor owns entire interest.	Last survivor owns entire interest.	Devisees or heirs become tenants in common.	Heirs or devisee have rights in partnership interest but not in specific property.	Trust agreement usually provides for distribution upon death of the settlor.
Creditor's Rights	Community property is liable for the debts of either spouse incurred before or during marriage or domestic partnership.	Community property is liable for the debts of either spouse incurred before or during marriage or domestic partnership.	Co-owner's interest may be sold at an execution sale to satisfy the co-owner's judgment creditor.	Co-owner's interest may be sold at an execution sale to satisfy the co-owner's judgment creditor.	Only a partner's right to receive profits can be executed upon by the partner's judgment creditor.	Usually, a creditor cannot execute on a beneficiary's interest.

This chart is for reference purposes only. How title is vested has important legal consequences, and this chart should not be relied upon to make that decision. You should consult an attorney and/or CPA to determine the most advantageous form of ownership for your particular situation. Someone who is not an attorney cannot give advice regarding how to hold title because doing so would constitute the unlawful practice of law. Information may vary state to state.

Vesting Chart (Nevada)

Sample Forms

	COMMUNITY PROPERTY	COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP	JOINT TENANCY	TENANCY IN COMMON	PARTNERSHIP	TRUST
Parties	Spouses or domestic partners.	Spouses or domestic partners.	Any number of persons (can be spouses or domestic partners).	Any number of persons.	Any number of partners.	Any number of beneficiaries of the trust.
Division of Interests	Equal.	Equal.	Equal.	Any number of interests, equal or unequal.	Partnership interests may be equal or unequal.	Beneficial interests under trust may be equal or unequal.
Title	In the names of the individual owners.	In the names of the individual owners.	In the names of the individual owners.	In the names of the individual owners.	In the name of the partnership.	In the name of the trustee, "as trustee."
Possession	Equal right of possession.	Equal right of possession.	Equal right of possession.	Equal right of possession.	According to partnership agreement.	According to trust agreement.
Conveyance	Both spouses must join in a conveyance.	Both spouses must join in a conveyance.	Conveyance by one co-owner breaks the joint tenancy.	Each co-owner's interest may be conveyed separately.	Any general partner authorized by the partnership agreement may convey.	Trustee may convey in accordance with the trust agreement.
Death	Decedent's 1/2 interest passes to survivor unless devised by will.	Decedent's 1/2 interest passes to survivor.	Decedent's interest passes to the survivor(s).	Decedent's interest passes to decedent's estate.	Partnership agreement provides for either termination or continuance of the partnership.	Trust agreement usually provides for distribution upon death of the settlor.
Successor's Status	Tenancy in common between devisee and survivor results.	Survivor owns entire interest.	Last survivor owns entire interest.	Devises or heirs become tenants in common.	Heirs or devisee have rights in partnership interest but not in specific property.	Trust agreement usually provides for distribution upon death of the settlor.
Creditor's Rights	Community property is liable for the debts of either party incurred before or during marriage or domestic partnership.	Community property is liable for the debts of either party incurred before or during marriage or domestic partnership.	Co-owner's interest may be sold at an execution sale to satisfy the co-owner's judgment creditor.	Co-owner's interest may be sold at an execution sale to satisfy the co-owner's judgment creditor.	Only a partner's right to receive profits can be executed upon by the partner's judgment creditor.	Usually, a creditor cannot execute on a beneficiary's interest.

This chart is for reference purposes only. How title is vested has important legal consequences, and this chart should not be relied upon to make that decision. You should consult an attorney and/or CPA to determine the most advantageous form of ownership for your particular situation. Someone who is not an attorney cannot give advice regarding how to hold title because doing so would constitute the unlawful practice of law. Information may vary state to state.

Affidavit of Property Value (Arizona)

Sample Forms

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: _____ - _____ - _____
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes No

How many parcels, other than the Primary Parcel, are included in this sale? _____

Please list the additional parcels below (attach list if necessary):

(1) _____ (2) _____
(3) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

3. (a) BUYER'S NAME AND ADDRESS:

(b) Are the Buyer and Seller related? Yes No

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

(b) Next tax payment due _____

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- a. Vacant Land
- b. Single Family Residence
- c. Condo or Townhouse
- d. 2-4 Plex
- e. Apartment Building
- f. Commercial or Industrial Use
- g. Agricultural
- h. Mobile or Manufactured Home
 Affixed Not Affixed
- i. Other Use; Specify: _____

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:

- a. To be used as a primary residence.
- b. To be used as a vacation home or secondary residence.
- c. To be rented to someone other than a "family member."

See reverse side for definitions of a "primary residence, secondary residence" or "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: _____

For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent _____

State of _____, County of _____

Subscribed and sworn to before me on this ____ day of _____ 20 ____

Notary Public _____

Notary Expiration Date _____

DOR FORM 82162 (10/2013)

FOR RECORDER'S USE ONLY

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a. Warranty Deed
- b. Special Warranty Deed
- c. Joint Tenancy Deed
- d. Contract or Agreement
- e. Quit Claim Deed
- f. Other:

10. SALE PRICE: \$ _____ 00

11. DATE OF SALE (Numeric Digits): _____
Month / Year

12. DOWN PAYMENT \$ _____ 00

13. METHOD OF FINANCING:

- a. Cash (100% of Sale Price)
- b. Barter or trade
- c. Assumption of existing loan(s)
- d. Seller Loan (Carryback)
- e. New loan(s) from financial Institution:
(1) Conventional
(2) VA
(3) FHA
- f. Other financing; Specify: _____

14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes No

(b) If Yes, provide the dollar amount of the Personal Property:

\$ _____ 00 AND

briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: _____

16. SOLAR / ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes No

If Yes, briefly describe the solar / energy efficient components: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Phone: _____

18. LEGAL DESCRIPTION (attach copy if necessary):

Signature of Buyer / Agent _____

State of _____, County of _____

Subscribed and sworn to before me on this ____ day of _____ 20 ____

Notary Public _____

Notary Expiration Date _____

Preliminary Change of Ownership - "PCOR" (California)

Sample Forms

BOE-502-A (P1) REV. 13 (06-17) ASSR-70 (REV. 8-17)

FOR RECORDER'S USE ONLY
DOCUMENT NO. / RECORDING DATE

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

FOR ASSESSOR'S USE ONLY

ASSESSOR'S PARCEL NUMBER _____

SELLER/TRANSFEROR _____

BUYER'S DAYTIME TELEPHONE NUMBER _____
()

BUYER'S EMAIL ADDRESS _____

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY _____

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO DAY YEAR

YES NO Are you a disabled veteran or a unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME) _____

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) _____ CITY _____ STATE _____ ZIP CODE _____

PART 1. TRANSFER INFORMATION *Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).

B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).

*C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).

*D. This transfer is the result of a cotenant's death. Date of death _____

*E. This transaction is to replace a principal residence owned by a person 55 years of age or older. Within the same county? YES NO

*F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO

G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*). If YES, please explain: _____

H. The recorded document creates, terminates, or reconveys a lender's interest in the property.

I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____

J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

K. This is a transfer of property:

1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.

2. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.

L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

*O. This transfer is to the first purchaser of a new building containing an active solar energy system.

P. Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



BOE-502-A (P2) REV. 13 (06-17) ASSR-70 (REV.8-17)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (___Discount Points) Cal-Vet VA (___Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 Direct from seller From a family member-Relationship _____
 Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 - Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶ _____	DATE _____	TELEPHONE (____) _____
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) _____	TITLE _____	EMAIL ADDRESS _____

The Assessor's office may contact you for additional information regarding this transaction.

Declaration of Value (Nevada)

Sample Forms

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. _____
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3.a. Total Value/Sales Price of Property \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property (_____)) \$ _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: _____
 Signature _____ Capacity: _____

<p><u>SELLER (GRANTOR) INFORMATION</u> (REQUIRED)</p> <p>Print Name: _____ Address: _____ City: _____ State: _____ Zip: _____</p>	<p><u>BUYER (GRANTEE) INFORMATION</u> (REQUIRED)</p> <p>Print Name: _____ Address: _____ City: _____ State: _____ Zip: _____</p>
---	--

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____	Escrow # _____
Address: _____	
City: _____	State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Withholding Certificate for Sellers (California)

Sample Forms

TAXABLE YEAR	■	CALIFORNIA FORM
2020	Real Estate Withholding Statement	593
AMENDED: <input checked="" type="checkbox"/> <input type="checkbox"/>		
Part I Remitter Information <input checked="" type="checkbox"/> REEP <input type="checkbox"/> Qualified Intermediary <input type="checkbox"/> Buyer/Transferee <input type="checkbox"/> Other		
Business name		<input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no.
First name	Initial Last name	SSN or ITIN
Address (apt./ste., room, PO box, or PMB no.)		
City (If you have a foreign address, see instructions.)	State ZIP code	Telephone number
Part II Seller/Transferor Information If a grantor or nongrantor trust, check the box that applies. <input checked="" type="checkbox"/> Grantor <input type="checkbox"/> Nongrantor Trust		
First name (Grantor)	Initial Last name (Grantor)	SSN or ITIN
Spouse's/RDP's first name (if jointly owned)	Initial Last name	Spouse's/RDP's SSN or ITIN (if jointly owned)
Business/Nongrantor Trust name (if applicable)		<input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no.
Address (apt./ste., room, PO box, or PMB no.)		
City (If you have a foreign address, see instructions.)	State ZIP code	Telephone number
Property address (provide street address, parcel number, and county)		Ownership percentage . %
Part III Certifications which fully exempt the sale from withholding (See instructions) Determine whether you qualify for a full withholding exemption. Check all boxes that apply to the property being sold or transferred.		
<ol style="list-style-type: none"> 1. <input checked="" type="checkbox"/> <input type="checkbox"/> The property qualifies as the seller's principal residence under Internal Revenue Code (IRC) Section 121. 2. <input type="checkbox"/> The seller last used the property as the seller's principal residence under IRC 121 without regard to the two-year time period. 3. <input type="checkbox"/> The seller has a loss or zero gain for California (CA) income tax purposes on this sale. Complete Part VI, Computation. 4. <input checked="" type="checkbox"/> <input type="checkbox"/> The property is compulsorily or involuntarily converted, and the seller intends to acquire property that will qualify for nonrecognition of gain under IRC Section 1033. 5. <input type="checkbox"/> The transfer qualifies for nonrecognition treatment under IRC Section 351 or IRC Section 721. 6. <input type="checkbox"/> The seller is a corporation (or a limited liability company (LLC) classified as a corporation), qualified through the CA Secretary of State or has a permanent place of business in CA. 7. <input type="checkbox"/> The seller is a CA partnership or a partnership qualified to do business in CA (or an LLC classified as a partnership for income tax purposes that is not a single member LLC disregarded for income tax purposes). 8. <input type="checkbox"/> The seller is a tax-exempt entity under California or federal law. 9. <input type="checkbox"/> The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust. 		
Part IV Certifications that may partially or fully exempt the sale from withholding or if no exemptions apply (See instructions) Determine whether you qualify for a full, partial, or no withholding exemption. Check all boxes that apply to the property being sold or transferred.		
<ol style="list-style-type: none"> 10. <input checked="" type="checkbox"/> <input type="checkbox"/> The transfer qualifies as either a simultaneous or deferred like-kind exchange under IRC Section 1031. 11. <input checked="" type="checkbox"/> <input type="checkbox"/> The transfer of this property is an installment sale where the buyer must withhold on the principal portion of each installment payment. Copy of the promissory note is attached. Complete Part V Buyer/Transferee Information on Side 2. 12. <input checked="" type="checkbox"/> <input type="checkbox"/> No exemptions apply. Go to Part VII, Line 31. 		
<p>If you checked one or more boxes in 1-9, go to Side 3, complete the perjury statement and sign. Provide Sides 1-3 to the remitter before the close of escrow or exchange transaction to submit to the Franchise Tax Board. STOP here. Withholding is not required.</p> <p>If you checked box 10, go to specific line instructions on Page 4, Part IV.</p> <p>If you checked box 11, go to Part V on Side 2. Withholding may be required.</p> <p>If you checked box 12, go to Part VII on Side 3 for amounts to withhold. Withholding is required.</p>		
■	8601203	Form 593 2019 Side 1 ■

Certificate for Information Reporting (for 1099-S)

Sample Forms

IRS FORM 1099-S CERTIFICATION EXEMPTION FORM

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, *Proceeds From Real Estate Transactions*. 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 Service 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, a real estate reporting person 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 that does not make the certification.

Part I. Seller Information

1. Name _____

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

3. Taxpayer Identification Number (TIN) _____

Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true," "false," or "not applicable for assurance (6).

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.
		<u>OR</u>
		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.
		<u>OR</u>
		I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (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 (c) my spouse also has not sold or exchanged another principal

ORT Form 3956 (Rev. 1/22/07)



residence during the 2-year period ending on the date of the sale or exchange of the residence.

- (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 and exchange to which section 1031 of the Internal Revenue Code applied.
- T F N/A
- (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 of Seller

Date

Tax Calendars

Sample Forms



ARIZONA

The tax year runs from January 1 through December 31.

Taxes are paid in 2 installments.

First half (January 1 through June 30) taxes are due on October 1 and delinquent after November 1.

Second Half (July 1 through December 31) taxes are due on March 1 and delinquent after May 1.

CALIFORNIA

The tax year runs from July 1 through June 30.

Taxes are paid in 2 installments.

First half (July 1 through December 31) taxes are due on November 1 and delinquent after December 10.

Second Half (January 1 through June 30) taxes are due on February 1 and delinquent after April 10.

NEVADA

The tax year runs from July 1 to June 30.

Tax bills are mailed once a year and received in July/August.

Taxes are paid in four installments through the year:

Third Monday in August and delinquent 10 days later

First Monday in October and delinquent 10 days later

First Monday in January and delinquent 10 days later

First Monday in March and delinquent 10 days later



Lawyers Title[®]