



A. Settlement Statement (HUD-I)

	6. File Number:		
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.			
	E. Name & Address of Seller:	F. Name & Address of Lender:	
G. Property Location:	H. Settlement Agent:	I. Settlement Date:	
		Disbursement Date:	

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	
104. Payoff	
105. Payoff	
106. See Addendum	
Adjustment for items paid by seller in advance	
107. City Town Taxes	
108. County Taxes	
109. Assessments	
1 10.	
1 1 1.	
1 12.	
120. Gross Amount Due from Borrower	
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal Amount Of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustment for items unpaid by seller	
210. City Town Taxes	

400. Gross Amount Due to Seller	
401. Contract sales price	
402 Personal property	
403.	
404.	
405.	
406.	
Adjustment for items paid by seller in advance	
407. City Town Taxes	
408. County Taxes	
409. Assessments	
410.	
41 1 .	
412.	
420. Gross Amount Due to Seller	
500. Reductions In Amount Due to Seller	
501 . Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503 L Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505 L Payoff of second mortgage loan	
506. Payoff	
507.	
503.	
509.	
Adjustment for items unpaid by seller	
510. City Town Taxes	

21 1. County Taxes		51 1 County Taxes	
212. Assessments		512 Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower		520 L Total Reduction Amount Due Seller	
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)		601 Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602 L Less reductions in amount due seller (line 520)	
303. Cash From To Borrower		603. Cash ☐ To From Seller	

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. 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. NO confidentiality is assured, this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

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L. Settlement Charges

700. Total Real Estate Broker Fees	Paid From Borrower's Funds at Settlement	Paid From Funds at Settlement
Division of commission (line 700} as follows:		
rot.		
703. Commission paid at settlement		
800. Items Payable in Connection with Loan		
BOI . Our Origination Fee (GFE		
802. Your credit or charge (paints) for the specific interest rate chosen		
803. Your adjusted origination charges (GFE A) I Fee		
805. Credit Report (GFE (GFE		
F100d certification (GFE		
808L (GFE		
900. Items Required by Lender to Be Paid in Advance \$ _____		
interest charges from		
902. Mortgage insurance premium for 0 months to _____		
903. Homeowner's insurance for (GFE #11) months to _____		
905.		

1000. Reserves Deposited with Lender			
Initial deposit for escrow account	(GFE		
1002. Homeowner's insurance			
1003L Mortgage insurance			
1004. Property taxes			
1006.			
1007.			
1009. Aggregate Adjustment			
1100. Title Charges			
1101 .Title services and			
1102.Settlement or closing fee	(GFE		
1103.Owner'S title insurance			
1104, Lenders title insurance			
1105. Lender's title policy limit			
1106.Owner'S title policy limit			
1107.Agent's portion of the total title insurance premium			
Underwriter's portion Of the total title insurance premium			
1109.			
11 10.			
11 12.			
11 13.			
1200. Government Recording and Transfer Charges			
1201 b Government recording charges	Mortgžg.	(GFE	
1202.	SC .CC		
1203r T taxes		(GFE	
1204. City/County tax 'stamps	Mortgage SO		
1205. State tax' stamps	Mortgage SO 'DC		
1206. Additional Government Recording Charges			
1207. Additional Transfer Taxes			
1208.			
1300. Additional Settlement Charges			
1301 Required services that you can shop for			
1302.			
1303r			
1304.			
1305.			
1306.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			
± POC B-Borrower L=Lender S—Seller MB-Broker			

I have carefully reviewed the HUD-I Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-I Settlement Statement.

Print Name

Sign Name

Print Name

Sign Name

The HUD-I 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.

_____Date _____

Print Name

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction Include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RECORDING REQUESTED BY:

SPACE ABOVE RESERVED FOR RECORDER

AND WHEN RECORDED MAIL TO:

SPECIAL WARRANTY DEED

Lending Hands of Arizona

Attn: Donations Department

P.O. Box 1500

Snowflake, AZ 85937

Lending Hands of Arizona

Tax ID#: 26-1779155

Property known as: _____

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s), nor Grantor(s) heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises or appurtenances, or any part thereof. .

Dated this _____ day of _____ 20 _____

By: _____

Its: _____

STATE OF ARIZONA

) SS

COUNTY OF _____

On _____ before me _____, a

Notary Public in and for said county, personally appeared

Attorney in Fact by _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Notary Public in and for said County and State

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?

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

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

(1) _____ (3) _____
(2) _____ (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 a. Commercial or Industrial
b. ☐ Use
c. ☐ Single Family Residence g, Agricultural
Condo or Townhouse h. Mobile or
Manufactured Home
Affixed Not
Affixed

d.a2-4 Plex

a. Other Use; Specify:

e. ☐ Apartment Building _____

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

See reverse side for definition of a "primary residence, secondary residence" and "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.

FOR RECORDER'S USE ONLY

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

a. ☐ Warranty Deed d. ☐ Contract or Agreement

b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed

Joint Tenancy 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) New loan(s) from financial Institution:
- (1) ☐ Conventional
 - (2) ☐ VA
 - (3) ☐ FHA
 - f. ☐ Other financing; Specify: _____
- b. ☐ Barter or trade
- c. ☐ Assumption of existing loan(s)
- d. ☐ Seller Loan (Carryback)

b.a Barter or trade (I) Conventional

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

(b) If Yes, provide the dollar amount of the Personal Property: _____ AND _____ 00 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 or No

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

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

18. LEGAL DESCRIPTION (attach copy if
necessary): _____

**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

Signature of Buyer / Agent

State of _____ County of _____

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

Notary
Public

Notary Expiration Date

STATUTES AND EXEMPTIONS

A.R.S. 11-1133 and 11-1137 (B) require all buyers and sellers of real property or their agents to complete and attest to this Affidavit. Failure to do so constitutes a class 2 misdemeanor and is punishable by law. The County Assessors and the Department of Revenue use data obtained from the affidavits to develop tables and schedules for the uniform valuation of properties based on fair market value. Data supplied for an individual property will not directly affect the assessment or taxes of that property.

A.R.S. § 11-1134 exempts certain transfers from completion of the Affidavit of Property Value and the \$2.00 filing fee. See the list of exemption codes below. If the transfer meets the criteria for an exemption, do not complete the Affidavit. Instead, please post the Statute Number and Exemption Code on the face of the Deed, in the area beneath the Legal Description. For example, if Exemption Code B3 is applicable, the proper exemption notation would be A.R.S. 11-1134 B3. Unless exempt, carefully complete the Affidavit, sign, notarize and submit it to the County Recorder.

LIST OF EXEMPTION CODES (ARS. § 11-1134)

- A1. A deed that represents the payment in full or forfeiture of a recorded contract for the sale of real property.
- A2. A lease or easement on real property, regardless of the length of the term.
- A3. Sales to or from government: "A deed, patent or contract for the sale or transfer of real property in which an agency or representative of the United States, this state, a county, city or town of this state or any political subdivision of this state is the named grantor, and authorized seller, or purchaser."
- A4. A quitclaim deed to quiet title as described in ARS. § 12-1103, subsection B.
- A5. A conveyance of real property that is executed pursuant to a court order.
- A6. A deed to an unpatented mining claim.
- A7. A deed of gift.
- B1. A transfer solely in order to provide or release security for a debt or obligation, including a trustee's deed pursuant to power of sale under a deed of trust.
- B2. A transfer that confirms or corrects a deed that was previously recorded.
- B3. A transfer of residential property between family members as defined below with only nominal actual consideration for the transfer.
- B4. A transfer of title on a sale for delinquent taxes or assessments.
- B5. A transfer of title on partition.
- B6. A transfer of title pursuant to a merger of corporations.
- B7. A transfer between related business entities for no consideration or nominal consideration.
- B8. A transfer from a person to a trustee or from a trustee to a trust beneficiary with only nominal consideration for the transfer. B9. A transfer of title to and from an intermediary for the purpose of creating a joint tenancy estate or some other form of ownership.
- B10. A transfer from a husband and wife or one of them to both husband and wife to create an estate in community property with right of survivorship.
- B11.. A transfer from two or more persons to themselves to create an estate in joint tenancy with right of survivorship.
- B12. A transfer pursuant to a beneficiary deed with only nominal actual consideration for the transfer.
- B13. From an owner to itself or a related entity for no or nominal consideration solely for the purpose of consolidating or splitting parcels.
- B14. Due to legal name change.

Any instrument describing a transaction exempted by A.R.S. § 11-1134 shall bear a notation thereof on the face of the instrument at the time of recording, indicating the specific exemption that is claimed.

DEFINITION OF PRIMARY AND SECONDARY RESIDENCE

A Primary Residence is a residential property that is used by the owner or owners as their principal or usual place of residence, or occupied by a qualified family member of the owner, as defined below, and used as the qualified family member's usual and principal residence. A Non-Primary or Secondary Residence is a second home that is not your primary residence; or is unoccupied, or owned by a financial institution. If you have a homestead exemption for a home in another state, the listed home cannot qualify as a primary residence.

DEFINITION OF QUALIFIED FAMILY

MEMBER A "Qualified Family Member" is defined as:

- a) A natural or adopted son or daughter of the taxpayer or a descendent of either.
- b) The father or mother of the taxpayer or an ancestor of either.
- c) A stepson or stepdaughter or stepparent of the taxpayer.
- d) A son-in-law, daughter-in-law, father-in-law, or mother-in-law of the taxpayer.
- e) A natural or adopted sibling of the taxpayer.

DEFINITION OF PERSONAL PROPERTY

Personal Property is all other property that is Real Property. In general, it is all property other than land, buildings and other permanent structures. Personal Property can be tangible or intangible. Examples of tangible personal property are furniture, equipment and inventory. Examples in the intangible category are franchises, business licenses, goodwill, and corporate stocks and bonds.

File Number: _____

1. That this affidavit is given for the purpose of inducing to accept Warranty Deed/Mortgage/Deed of Trust, affecting the property described in Commitment Number/Property Address:

2. That Affiant is the lawful owner in fee of the subject property.
3. That there are no outstanding sales contracts or options to purchase and no one is in possession of said premises under lease or otherwise, which would prevent giving possession of said property;
4. That all real estate taxes, City, Special and State and County; which are now due, **have been paid,** and that no notice of special tax has been received,
5. That there are no unpaid bills for materials furnished or labor performed on said premises, for the period of more than six months immediately prior to this date that could form the basis of a Mechanic's Lien thereon;
6. That there are no outstanding sales contracts unpaid or due, and there are no outstanding security agreements or unpaid purchase price for any heating, plumbing, electric or other equipment attached to said real estate;
7. That there are no judgments against Affiant nor are there any suits pending, proceedings in bankruptcy, or other proceedings in the District or Circuit Courts of the United State to which the said Affiant is a party. No Income Tax Lien, either by the Federal Government or the State, is in effect against this Affiant;
8. That there are no outstanding unrecorded instruments that would affect title to the above-described property at this date; **NINE OR TEN MUST BE CHECKED**
9. _____) TO our knowledge, the Homes Association dues are inactive. We have never been assessed for any dues of any nature in connection with the Homes Association.
10. _____) The Homes Association is active. Dues are in the amount of
\$ _____ per _____ from _____ to _____

Address: _____

Contact Phone Number:_____

11. That there are no encroachments, overlaps, boundary line disputes, or any other matter which would be disclosed by a current accurate survey and inspection of the premises.
12. That the subject loan documents are the final expression of the agreement between Lender and Affiant and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between

Lender and Affiant. Further, there are no outside agreements between Lender and Affiant that remain outstanding after the date of final settlement.

13. That there are no outstanding mortgage payments, that there are no mortgage payments returned for non-sufficient funds (NSF) and that there are no stop payments issued on prior mortgage payments on the subject property;
14. That the Declaration of Restrictions (if any) does not have language providing for reversionary clauses, options to purchase or right of first refusal.
15. That in consideration of issuing its policy/policies effective as of the date of closing without making exception therein to matters which may arise between the [date of Land Records office closure•] and the date documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, I/we will promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter which may arise or be filed, as the case may be, against the Property as result Of any act or omission Of the undersigned during the period of time between the date of the above title commitment(s) issued by, which commitment(s) is referenced hereto and made part hereof and the date of recording of all closing instruments, and to hold harmless and indemnify and [agent] against all expenses, costs and attorney's fees, which may arise out of our failure to so remove, bond or otherwise dispose of any liens, encumbrances or objectionable matters.
16. Purchaser acknowledges that: (a) Neither Title Agent nor can provide any estimate as to the time of recordation of the deed or other title documents in the Land Records. (b) Among other things, Purchaser may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of, and legal title to, the Property until the time that the deed or title document is recorded in the land records.

II. PERSONAL UNDERTAKING-GAP

1. **WHEREAS**, the underwriter hereinafter referred to as "the company" "*Lending Hands of Arizona*" is about to issue its title insurance policy or commitment therefor, all thereafter referred to as "the Policy", (number referenced on page 1) in respect to the land described in said commitment
2. **WHEREAS**, the Company – *Lending Hands of Arizona* is unwilling to issue such policy unless exception is made for the following matters (hereinafter referred to as the Exception):

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record or attaching subsequent to 1/1/0001 but prior to file date the proposed insured acquires for value of record the estate or interest or mortgage covered herein.

3. **AND, WHEREAS**, the Company – *Lending Hands of Arizona* has been requested to issue its Policy and may hereafter in the ordinary course of its business issue the Policy therefore in the form or forms now or then commonly used by the company – *Lending Hands of Arizona* with respect to the land or to some part or parts thereof, or interest therein, free and clear of all mention of the aforesaid Exception to title.
4. **NOW, THEREFORE**, in consideration of the issuance of said title insurance policy as aforesaid and of the sum of One Dollar (\$1.00) in hand paid to the undersigned by the Company – *Lending Hands of Arizona*, the receipt whereof is hereby acknowledged, the undersigned does hereby for itself, its successors and assigns, covenant and agree with the Company; A) to fully protect, defend and save harmless the Company from and against the above mentioned rights and liens, and each and every of them; B) to fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorney's and solicitor's fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason or in consequence of said Policy, on account of, in consequence of or growing out of the above mentioned rights and liens, or any of them, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any right existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of the said right and liens or of any of them; C) as against the assertion or attempted assertion Of any such rights and liens to defend at its own costs and charges in behalf Of any for the protection Of the Company and of the parties insured, or who may be insured, against loss by it under said title insurance policies (but

without prejudice to the right of the company – *Lending Hands of Arizona* to defend it if so elects) any and every suit, action or proceeding in which any such rights and liens may be asserted or attempted to be asserted, established or enforced in, to upon against or in respect to said real estate, or any part thereof, or interest therein; D) that each and every provision hereof shall extend to and be in force concerning any and every other Policy or Policies which the Company – *Lending Hands of Arizona* may at any time hereafter issue insuring against loss by reason of the "Exceptions to Title" noted above with respect to the real estate herein before described, or any part or parts thereof, or interest therein. The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company – *Lending Hands of Arizona* shall have completed all of its various title searches covering the Property required for the issuance of the above Policy; provided, however, that A) no rights, interest, lien claims, encumbrances, or defects in title or any of the, or any rights existing or arising by reason or in consequence thereof or growing out thereof are disclosed by the said various title searches and examination thereof, B) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interest, liens, claims, encumbrances, or defects in title, or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof, and C) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied.

Signature of Seller / Agent

Signature of Buyer / Agent

State of _____ County of _____

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

Notary Public _____ Notary Expiration Date _____

The above known me (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. Witness my hand and notarial seal subscribed and affixed in said County and State, the day and the year first above written.

Proper Identification Verification

File Number: _____

I hereby certify that I have reviewed the following and believe it to be true and accurate. Furthermore, I believe that the identification provided is the same person as the person required to execute the attached documents.

Name: _____

Driver's
License or
SS Card

Military I.D.

Birth Certificate

State: _____

Number: _____

Date of Birth: _____

D.L.#: _____

Branch: _____

State of Issue: _____

Expiration: _____

SS#: _____

Signature of Notary

STOP THIS CLOSING IF PROPER IDENTIFICATION IS NOT AVAILABLE.

HOMEOWNERS ASSOCIATION DUES

File Number: _____

☐ YES, WE DO PAY HOMEOWNERS ASSOCIATION DUES.

\$ _____

(if yes is checked, the Company Name, Address and Phone # must be provided)

Company Name

Company Address

Phone Number

☐ NO, WE DO NOT PAY HOMEOWNERS ASSOCIATION DUES.

\$ _____

Signature of Seller / Agent

Signature of Buyer / Agent

State of _____ County of _____

Subscribed and sworn to before me _____

on this day of _____ 20 _____

Notary Public _____ Notary Expiration Date

The above known me (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. Witness my hand and notarial seal subscribed and affixed in said County and State, the day and the year first above written.