



RE/MAX
of Pueblo, Inc.

RE/MAX of Pueblo
511 W. 29th Street, Suite A Pueblo, CO 81008
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 4/8/2016

1. PARTIES, PROPERTY. Richard Home-Seller and Betty Home-Seller, Seller, and _____, Buyer, engage _____, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 3215 Jackston Street, Pueblo, CO 81005, and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company **Agrees** **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company **Agrees** **Does Not** agree to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of \$ up to \$250.00 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9,10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated: **Cashier's Check**, at Seller's expense **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense **Closing Company's** trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness

52 signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy
53 to Buyer's lender.

54

55 **10. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if
56 the Earnest Money has not already been returned following receipt of a Notice to Terminate or other
57 written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by
58 the written mutual instructions. Such release of Earnest Money shall be made within five days of
59 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
60 provided the Earnest Money check has cleared.

61

62 **11. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
63 (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take
64 any action. Earnest Money Holder, at its option and sole subjective discretion, has several options (1)
65 await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent
66 jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide
67 notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and
68 Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit)
69 within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
70 Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder
71 does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
72 Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

72

73 **12. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions
74 must be in writing and signed by Buyer, Seller and Closing Company.

75

76 **13. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
77 shall submit any required Change in Ownership form or registration of existing well form to the Division
78 of Water Resources in the Department of Natural Resources (Division), with as much information as is
79 available, and the Division shall be responsible for obtaining the necessary well registration information
80 directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
81 completes any required form.

82

83 **14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
84 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
85 Seller is either of the following (a) is a foreign person or (b) will not be a Colorado resident after Closing.
86 Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

86

87 **15. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
88 Colorado Real Estate Commission.)

89 ***not applicable***

90

91 **16. COUNTERPARTS.** This document may be executed by each party, separately, and when
92 each party has executed a copy, such copies taken together shall be deemed to be a full and
93 complete contract between the parties.

94

95 **17. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
96 of all signed documents that such brokers are required to maintain pursuant to the rules of the
97 Colorado Real Estate Commission.

98

99 **18. NOTICE, DELIVERY, CHOICE OF LAW.**

100 **18.1 Physical Delivery.** Except as provided in § 18.2, all notices must be in writing.
101 Any notice or document to Buyer is effective when physically received by Buyer, any individual
102 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
103 document to Seller shall be effective when physically received by Seller, any individual seller, any
104 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
105 Closing Company shall be effective when physically received by Closing Company, any individual of
106 Closing Company, or any representative of Closing Company.

106 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
107 written notice may be delivered in electronic form by the following indicated methods only:

108 Facsimile E-mail Internet No Electronic Delivery.. Documents with original
109 original signatures shall be provided upon request of any party.

110 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
111 by and construed in accordance with the laws of the State of Colorado that would be applicable to
112 Colorado residents who sign a contract in this state for property located in Colorado.

113

114

115 Buyer: _____ Date: _____

116

117 Address:

118 Address:

119 Phone No.:

120 Fax No.:

121 Electronic Address:

122

123 Buyer: _____ Date: _____

124

125 Address:

126 Address:

127 Phone No.:

128 Fax No.:

129 Electronic Address:

130

131 _____ Date: _____

Seller: **Richard Home-Seller**

132 Address: 3215 Jackston Street

133 Address: Pueblo, CO 81005

134 Phone No.:

135 Fax No.:

136 Electronic Address: Richard@RichardHome-Seller.us

137

138 _____ Date: _____

Seller: **Betty Home-Seller**

139 Address: 3215 Jackston Street

140 Address: Pueblo, CO 81005

141 Phone No.:

142 Fax No.:

143 Electronic Address: Betty@BettyHome-Seller.us

144

145

146 **Closing Company:**

147

148 By: _____ Title: _____ Date: _____

Authorized Signature

149 Address:

150 City:

151 Phone No.:

152 Fax No.:

153 Electronic Address:

154

155 **(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)**

156

157 David R. G. Webb (Broker) **Working with Seller** **Working with Buyer**
158 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ none
159 at the sole expense of Broker, the following legal documents:

160

161 **Deed** **Bill of Sale** **Colorado Real Estate Commission approved Promissory**
162 **Note** **Colorado Real Estate Commission approved Deed of Trust.** Closing Company agrees
163 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
164 of the Contract.

165


166 The documents stated above shall be subject to Broker's review and approval and Broker
167 acknowledges that Broker is responsible for the accuracy of the above documents.

168

169 Brokerage Broker Firm's Name: **RE/MAX of Pueblo**

170

171

Broker:  Date: 4/8/2016
David R. G. Webb

172

173 **Closing Company:**

174

175 By _____ Title: _____ Date: _____
Authorized Signature

176

177 CL8-9-12. CLOSING INSTRUCTIONS

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