

**APPLICATION CHECKLIST**  
**HOMEOWNERS ASSISTANCE PROGRAM**  
(March 2010)

If you have questions pertaining to the checklist, call one of the following Districts that is within your jurisdiction:  
**Fort Worth, 1-888-231-7751; Sacramento, 1-800-811-5532; and Savannah, 1-800-861-8144.**

1. APPLICATION - Complete DD Form 1607 with **original** signatures by you and a Personnel Officer (Parts III & IV). **Please include an email address on the application.**

2. ORDERS TO - Orders to the location of the home requiring assistance indicated by PCS orders or History of Assignments; Civilians must provide a SF 50 or other personnel action.

3. ORDERS OUT - Orders leaving the location of the home requiring with date and destination indicated. If you have not received PCS orders yet, write "pending" in the line. Your application will be suspended until the district receives your orders. A History of Assignments is an acceptable alternative.

4. DEED - Shows ownership of property (when your home was acquired) with recording information such as the book, page #, and recording date of deed. This information is found in rubber stamp format on the deed you received in the mail after purchase of your home. If the county you reside/resided in updated their technology to replace the rubber stamp with a bar code, then this information is probably not available. If that is the case, write "bar coded" over items 18.a. & 18.b. If you do not have this information, you need to contact the county.

5. PROOF OF OCCUPANCY - This must be a Statement of Service (letter) from a utility company in applicant's name with property address and indicating the period of time you had the utility put in your name, and the period of time you had the utility transferred out of your name. If you still occupy the home, and have not moved out, the letter should state that the service is still "active." Bills are not an acceptable alternative.

6. COPY OF BILL OF LADING or Do-it-yourself (DITY) - Provide copies of your receipts/evidence for move of household goods out of the home needing assistance. If you have not moved out yet, place "pending" on the line. Provide these documents as soon as you can thereafter.

7. PRIVACY ACT STATEMENT - Provided with the application. Please read, sign and return.

8. CERTIFICATE OF ENTITLEMENT AND DECLARATION OF FILING - Provided with the application. Please read, sign and return. This is mainly for civilian personnel who would normally receive closing costs benefits in a regular PCS transfer. If you wish for your closing costs to be paid out of your NORMAL PCS funds, then check "I am NOT claiming closing costs under the Homeowners Assistance Program. I am filing or filed for authorized reimbursable closing costs for the sale of my residence with my Permanent Change of Station (PCS) orders." If you prefer for HAP to pay your closing costs, then please check "I am filing for reimbursable closing costs benefits under the HAP Program." For military personnel who do not receive closing cost reimbursement under NORMAL PCS circumstances, it is recommended you check "I am filing for reimbursable closing costs benefits under the HAP Program."

N/A 9. RIGHT OF ENTRY (IF YOU HAVE NOT SOLD YOUR PROPERTY) - Provided with the application. Please read, sign and return. Please leave a key to your property with your Realtor or with a Point-of-Contact (POC) before you depart the area.

10. Provide the Settlement Statement (HUD-1) from when you purchased the home.

11. Provide the name and telephone number in Section II of the application of a POC. Your POC should be someone who does not live with you that will know your whereabouts at all times. This can be your realtor, or whoever can contact you successfully and quickly. **Please contact the HAP office to update changes in your POC and your address immediately when necessary.**

N/A 12. POWER OF ATTORNEY (POA) (if closing by POA) - Original POA must be recorded and a copy provided to HAP. You only need a power of attorney in this instance: you and your spouse (or someone else) are dual owners of the home. You (or your spouse) are unable to attend closing, in which you will need to go to your local JAG/attorney's office and request a POA so that your spouse (or you) can sign for you (or your spouse) at closing. The HAP needs a copy filed with your application, the original *must* be brought to closing. This is necessary for private sale, private sale augmentation, and government acquisition.

Y 13. PRIVATE SALE (This applies only if you have already sold your home. If you have not sold your home, place "N/A" on the line) – Provide these documents:

- A copy of signed **Closing Statement (HUD-1)**
- A copy of signed **Sales Contract**
- A copy of signed **Deed of Transfer to Purchaser**
- A copy of signed **Power of Attorney** (if used)
- A copy of the **Release of Liability** from the Lender, VA or FHA. Release(s) of liability are necessary in all home sales that involve the payoff of existing liens (including short sales). You should provide a release for all liens taken against the property.

N/A 14. PRIVATE SALE AUGMENTATION - When you are unable to sell your property for the outstanding mortgage balance(s) and wish to use HAP benefits to complete the sale. A copy of all **mortgage (promissory) notes, estimated HUD-1, Sales Contract (Purchase Agreement)**, and the signed **Authorization and Release of Mortgage Information** form should be forwarded with your application when applying for Private Sale Augmentation.

Y 15. PROOF OF ATTEMPT TO SELL - Real estate listing agreement or newspaper/website advertisement. Newspaper/website advertisement must be accompanied with receipt from newspaper company/online listing company showing period of advertisement.

N/A 16. AUTHORIZATION AND RELEASE OF MORTGAGE INFORMATION - Sign the attached two copies of the Authorization and Release of Mortgage Information. Make copies of the Authorization and Release of Mortgage Information form if applicable for additional mortgages. **Send to the U.S. Army Corps of Engineers with this application package**, and when the District begins processing your application, the District will send this to your mortgage company. You will not receive a HAP APPLICATION NUMBER until after HAP personnel are assigned to your application.

Y 17. COPY OF ALL MORTGAGE (PROMISSORY) NOTES. You can call your mortgage company to provide you with this information if you did not receive a copy in your closing documents. Typically the promissory note contains the verbiage "I promise to pay X amount", with "X" being the loan amount.

N/A 18. REFINANCED MORTGAGES - If you refinanced your home after the realignment/closure announcement, you are required to provide one copy of the refinance closing HUD-1 form, a copy of the payoff statement for your original loan, and/or a copy of the mortgage note from the ORIGINAL purchase. The mortgage note should contain the interest rate, term, and principle of your ORIGINAL loan. If you have a second mortgage on your home, please provide a copy of the promissory note.

N/A 19. MOBILE HOMES -If you are requesting HAP benefits for a mobile home, you must provide evidence that the mobile home has been permanently affixed to the land. Include 1 copy of the Bill of Sale when you originally acquired the mobile home and 1 copy of the title and proof of land ownership.

1. APPLICATION

<b>APPLICATION FOR HOMEOWNERS ASSISTANCE</b> <i>(Read Privacy Act Statement and Instructions before completing form.)</i>		OMB No. 0704-0463	REPORT CONTROL SYMBOL DD-A&T(AR)1154	
<p>The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0704-0463). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p><b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE APPROPRIATE ARMY CORPS OF ENGINEERS OFFICE.</b></p>				
<b>PRIVACY ACT STATEMENT</b>				
<p><b>AUTHORITY:</b> Public Law 89-754, Section 1013 and Executive Order 9397.</p> <p><b>PRINCIPAL PURPOSE(S):</b> To determine eligibility for benefit and process requests for the Homeowners Assistance Program.</p> <p><b>ROUTINE USE(S):</b> In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3) including the Department of Housing and Urban Development when assuming custody of acquired homes, to manage and dispose of such properties on behalf of the Secretary of Defense; Department of Veterans Affairs in accepting subsequent purchaser in private sales when property is encumbered by a mortgage loan guaranteed or insured by them; Department of Justice to review final title and deeds of conveyance to the Government for properties acquired under the program, pursuant to their responsibilities under Public Law 91-393; and the Internal Revenue Service to determine tax liability for sale of property to the Government.</p> <p><b>DISCLOSURE:</b> Voluntary; however, failure to provide requested information will hinder verification of employment and homeowner information and may result in delay or denial of benefits provided under this law.</p>				
Please type or print, limiting each entry to the space provided. If there is not enough space for an answer, use the "Remarks" section on Page 4 of this form. Repeat the item number and give the additional information. If a date is required, enter year, month and day (for example, June 1, 2008 would be 20080601). Complete all sections of the form as indicated.				
<b>SECTION I - QUALIFICATION (To be completed by Applicant)</b>				
<b>1. NAME (Last, First, Middle Initial)</b> Pierce, Benjamin F.		<b>2. SOCIAL SECURITY NUMBER</b> 000-00-0000		<b>3. GRADE/RANK</b> O3/CPT
<b>4. PRESENT MAILING ADDRESS</b>				
<b>a. STREET (Include apartment number)</b> 34 Commerce Avenue		<b>b. CITY</b> Travis AFB		<b>c. STATE</b> CA
<b>d. ZIP CODE</b> 94535				
<b>5. EMAIL ADDRESS</b> hawkeye@email.com				
<b>6. HOME TELEPHONE NUMBER (Include area code)</b>			<b>7. WORK TELEPHONE NUMBER (Include area code)</b>	
<b>a. HOME</b> 555-568-2345		<b>b. CELL</b> 555-568-4587		<b>a. COMMERCIAL</b> 555-586-6848
<b>b. DSN</b> 555-7896				
<b>8. INSTALLATION/ACTIVITY ANNOUNCED FOR CLOSURE OR REDUCTION IN SCOPE (BRAC applicants only)</b>				<b>9. DATE OF CLOSURE OR REDUCTION ANNOUNCEMENT (BRAC) (YYYYMMDD)</b>
<b>a. NAME OF INSTALLATION/ACTIVITY</b>		<b>b. CITY</b>		
<b>c. STATE</b>				
<b>10. EMPLOYMENT OR SERVICE AT INSTALLATION (Military and Federal Employee Applicants only)</b>				
<b>a. ELIGIBILITY CATEGORY (X)</b>		<b>b. (X one)</b>		<b>c. BRANCH OF SERVICE. (X one)</b>
<input type="checkbox"/> WOUNDED		<input type="checkbox"/> CSRS		<input checked="" type="checkbox"/> ARMY
<input type="checkbox"/> BRAC		<input type="checkbox"/> FERS		<input type="checkbox"/> MARINE CORPS
<input checked="" type="checkbox"/> PCS		<input type="checkbox"/> NAFI		<input type="checkbox"/> NAVY
				<input type="checkbox"/> AIR FORCE
				<input type="checkbox"/> OTHER (Specify)
<b>d. STARTING DATE (YYYYMMDD)</b> 20041201		<b>e. TYPE OF APPOINTMENT</b> active duty		<b>f. ENDING DATE (YYYYMMDD)</b> 20080213
<b>g. NATURE OF SEPARATION</b> PCS				
<b>11. REASON FOR DESIRING ASSISTANCE (Complete 11.a. if Civilian Employee, 11.b. if Military Service Member)</b>				
<b>a. CIVILIAN EMPLOYEE (X and complete as applicable)</b>				
<input type="checkbox"/> (1) ACCEPTED FEDERAL TRANSFER		<input type="checkbox"/> (2) WOUNDED, INJURED OR ILL (WII)		<input type="checkbox"/> (3) SURVIVING SPOUSE
<b>(a) FOR BRAC OR WII (Name of Installation or Hospital)</b>		<b>(b) DATE (YYYYMMDD)</b>		<b>(c) LOCATION OF INSTALLATION (City, State, Country)</b>
<input type="checkbox"/> (4) ACCEPTED OTHER EMPLOYMENT (BRAC applicants only)				
<b>(a) AT (Name of Subsequent Employer)</b>		<b>(b) DATE (YYYYMMDD)</b>		<b>(c) LOCATION OF EMPLOYMENT (City, State, Country)</b>
<input type="checkbox"/> (5) UNEMPLOYED (Furnish unemployment dates only when application is based on financial hardship due to your inability to be employed in the area of the closed/reduced installation. Attach statement on why employment is not available or has not been accepted; also state amount and frequency of all income, nature and amount of debts, number and amount of installment payments (including mortgage) in arrears, and any other information providing evidence of financial hardship.)				<b>(a) UNEMPLOYED FROM (YYYYMMDD)</b>
				<b>(b) TO (YYYYMMDD)</b>
<b>b. MILITARY SERVICE MEMBER (X and complete as applicable)</b>				
<input checked="" type="checkbox"/> (1) TRANSFERRED TO: (a) NAME OF INSTALLATION				<b>(b) DATE (YYYYMMDD)</b>
<input type="checkbox"/> (2) ORDERED INTO ON-POST QUARTERS ON (YYYYMMDD)				
<input checked="" type="checkbox"/> (3) PCS ORDERS (YYYYMMDD) 20080213				
<input type="checkbox"/> (4) RETIRED OR SEPARATED ON (YYYYMMDD)				

SECTION II - PROPERTY FOR WHICH ASSISTANCE IS SOUGHT				
If home was <b>SOLD</b> , provide a copy of the Form HUD-1 (closing statement) (OMB Approval No. 2502-0265) of sale, and the deed with the recording information such as Book and Page Number. If <b>FORECLOSED</b> or in process of foreclosure, provide a statement of obligations ensuing from foreclosure. Documents provided in evidence of purchase, sale, and foreclosure must be legible, completed copies. THE DEPARTMENT OF DEFENSE IS NOT RESPONSIBLE FOR SAFEKEEPING OR RETURN OF ORIGINAL DOCUMENTS.				
<b>12. ADDRESS OF PROPERTY</b>				
a. STREET 2335 Franklin Drive	b. CITY Colorado Springs	c. COUNTY El Paso	d. STATE CO	e. ZIP CODE 88102
<b>13. PERIOD OF OWNERSHIP/OCCUPANCY</b>		<b>14. IF MORTGAGED, WAS IT (X one)</b>		<b>15. PRESENT STATUS (X one)</b>
a. FROM (YYYYMMDD) 20050505	b. TO (YYYYMMDD) 20091120	<input type="checkbox"/> FHA - INSURED	<input checked="" type="checkbox"/> OWNED BY YOU (Complete Item 21)	<input type="checkbox"/> SOLD (Complete Item 22)
		<input checked="" type="checkbox"/> OTHER Conventional	<input type="checkbox"/> FORECLOSED (Complete Item 23)	
<b>16. DATE OF PURCHASE (YYYYMMDD)</b> 20050505		<b>17. PRICE</b> 321,600.00		
<b>18. DEED IS RECORDED IN</b>				
a. VOLUME 28	b. PAGE 12	c. DEED RECORDS OF El Paso County		
<b>19. APPROXIMATE DISTANCE FROM RESIDENCE TO WORK:</b> 20 miles				
<b>20. LIST MAJOR IMPROVEMENTS MADE BY YOU DURING YOUR OWNERSHIP (Such as adding garage, finishing rooms, adding bathroom, or other improvements. Include cost and approximate date each was completed. Please specify whether improvements were made using home equity lines of credit or additional mortgages.)</b>				
<b>21. IF DWELLING IS OWNED BY YOU: (X and complete as applicable)</b>				
<input type="checkbox"/> a. YOU STILL OCCUPY	<input checked="" type="checkbox"/>	c. PLAN TO SELL ON PRIVATE MARKET	(1) LEASED THROUGH (YYYYMMDD)	(2) LEASE AMOUNT (Per month)
<input checked="" type="checkbox"/> b. VACANT	<input type="checkbox"/>	d. LEASED (Attach copy of lease)		
<b>22. IF DWELLING WAS SOLD:</b>				
a. SOLD TO		b. DATE SOLD (or will close) (YYYYMMDD)		c. SALE PRICE
d. DEED RECORDED IN				
(1) VOLUME	(2) PAGE	(3) DEED RECORDS OF		
<b>23. IF LIENHOLDER FORECLOSED ON PROPERTY:</b>				
a. DATE FORECLOSURE COMMENCED (YYYYMMDD)	b. COMMENCED BY (X one)		c. PROCEEDING STILL PENDING (X one)	
	<input type="checkbox"/> VA	<input type="checkbox"/> BANK (Name of Bank)	<input type="checkbox"/> YES	
	<input type="checkbox"/> FHA		<input type="checkbox"/> NO	
d. NAME OF COURT	e. LOCATION OF COURT			
f. DATE OF FORECLOSURE SALE (YYYYMMDD)	g. AMOUNT OF FORECLOSURE SALE	h. AMOUNT OF ENFORCEABLE LIABILITIES AGAINST YOU		
<b>24. IF YOU PLAN TO ASK THE GOVERNMENT TO PURCHASE YOUR DWELLING (Mortgages):</b>				
a. LENDER NAME	b. ADDRESS (Street, City, State, ZIP Code)	c. ORIGINAL AMOUNT	d. CURRENT BALANCE	e. DATE OF LOAN (YYYYMMDD)
1st USAA	9800 Fredericksburg Road San Antonio, TX 78288	\$305,000	\$301,200	20050505
2nd				
3rd				
4th				
f. DATE DWELLING WAS CONSTRUCTED (YYYYMMDD) 20050501	g. TO THE BEST OF YOUR KNOWLEDGE, DOES THE DWELLING CONTAIN ENVIRONMENTAL HAZARDS? (Such as friable asbestos, lead-based paint, etc.)			
	<input type="checkbox"/> YES (Specify)			
	<input checked="" type="checkbox"/> NO			



SECTION V - REMARKS (To be completed as necessary. Reference each entry by item number.)

PRIVATE SALE  
EXAMPLE

DEPARTMENT OF THE ARMY  
4077TH MOBILE ARMY SURGICAL HOSPITAL BATTALION  
UNIT #0001 APO AP 96224-0310

ORDERS #000-0022

1 DECEMBER 2004

PIERCE, BENJAMIN F 000-00-0000 MAJ 4077TH MASH BATTALION UIJEONGBU, SOUTH KOREA, APO AP 96224-5154

YOU WILL PROCEED ON PERMANENT CHANGE OF STATION AS SHOWN.

RELEASED FROM: 4077TH MASH BATTALION UIJEONGBU, SOUTH KOREA, APO AP 96224

ASSIGNED TO: HHC, 1ST MEDCOM, FORT CARSON, CO 8093

REPORTING DATE: 16 DECEMBER 2004

ADDITIONAL INSTRUCTIONS:

- (a) REIMBURSEMENT OF NON-GOVERNMENT PROCURED TRANSPORTATION IS NOT AUTHORIZED.
- (b) IN THE EVENT YOU NEED EMERGENCY ASSISTANCE (LEAVE EXTENSION, FAMILY TRAVEL PROBLEMS, ETC) YOU SHOULD CONTACT THE ARMY TRAVELERS' ASSISTANCE CENTER AT (800)582-5552. DO NOT CONTACT YOUR LOSING OR GAINING UNIT.
- (c) CONSTRUCTIVE TRAVEL WILL BE LIMITED TO THAT FROM PORT OF EMBARKATION TO COST FAVORABLE AERIAL PORT OF DEBARKATION AND ONWARD TO THE NEXT DUTY STATION, ALL ADDITIONAL EXPENSES INCURRED BECAUSE OF THIS TRAVEL WILL BE AT THE INDIVIDUAL'S EXPENSE.
- (d) YOU ARE RESPONSIBLE FOR REPORTING TO YOUR NEXT DUTY STATION IN SATISFACTORY PHYSICAL CONDITION, ABLE TO PASS THE ARMY PHYSICAL FITNESS TEST AND MEET HEIGHT/WEIGHT STANDARDS IN ACCORDANCE WITH AR 600-9.
- (e) YOU ARE AUTHORIZED SHIPMENT OF HOUSEHOLD GOODS AND UNACCOMPANIED BAGGAGE, FOR YOUR GRADE, TO YOUR NEXT DUTY STATION.
- (f) IF YOU PLAN TO SHIP PERSONAL PROPERTY AT GOVERNMENT EXPENSE, CONTACT THE TRANSPORTATION OFFICE IMMEDIATELY AFTER RECEIPT OF THESE ORDERS TO ARRANGE FOR SHIPMENT. IF YOU SHIPPED PROPERTY AT GOVERNMENT EXPENSE, CONTACT THE TRANSPORTATION OFFICE AT YOUR NEXT DUTY STATION IMMEDIATELY AFTER ARRIVAL TO ARRANGE FOR DELIVERY.
- (g) YOU ARE AUTHORIZED 140 POUNDS OF AIR BAGGAGE, LIMITED TO TWO PIECES OF LUGGAGE. EACH PIECE MUST NOT EXCEED 70 POUNDS IN WEIGHT NOR 62 LINEAR INCHES IN SIZE. DUFFEL BAGS WILL BE CONSIDERED AS ONE PIECE. AS AN EXCEPTION FOR AMC FLIGHTS, B-4, DUFFLE BAGS OR SEA PACKS WILL BE ALLOWED REGARDLESS OF SIZE AS LONG AS THEY DO NOT EXCEED 100 POUNDS. ONLY ONE OF THESE BAGS WILL BE AUTHORIZED PER PERSON. TOTAL WEIGHT ALLOWANCE WILL NOT EXCEED THE MAXIMUM WEIGHT OF 140 POUNDS. ONLY ONE PIECE OF CARRY-ON LUGGAGE, NOT TO EXCEED 12"X15"X24", IS AUTHORIZED.
- (h) CONTACT THE INSTALLATION HOUSING OFFICE AT YOUR NEW DUTY STATION TO DETERMINE THE AVAILABILITY OF QUARTERS BEFORE ENTERING INTO ANY HOUSING AGREEMENT. TO OBTAIN INFORMATION ON HOUSING AT YOUR NEW DUTY STATION, CONTACT THE OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT WEBSITE ([WWW.HQDA.ARMY.MIL/ACSIM/RELOCATE.HTM](http://WWW.HQDA.ARMY.MIL/ACSIM/RELOCATE.HTM)), WHICH CONTAINS LINKS TO INDIVIDUAL INSTALLATION ACSIM (HOUSING AND RELOCATION) WEBSITES AND OTHER WEBSITES REGARDING RELOCATION.
- (i) YOU ARE ENTITLED TO ADVANCE PLACEMENT ON HOUSING ASSIGNMENT OR WAITING LIST BASED ON THE DATE DEPARTED PREVIOUS DUTY STATION BEFORE THE DEPENDENT RESTRICTED TOUR BEGAN OR UP TO A MAXIMUM OF 14 MONTHS CREDIT, IAW AR 210-50, PARAGRAPH 3-9C, DATED 24 FEBRUARY 1999. FOR MORE INFORMATION ON THIS ENTITLEMENT, CONTACT HQDA 01, COMM. 703-695-3120, DSN 225-3120.

ORDER# 000-0022

1 DECEMBER 2004

PMOSIAOC: SEE ATTACHMENT

PPD: N/A

ASGD TO MGT DESIGN: N/A

(j) SERVICE MEMBER WILL BE CREDITED WITH NORMAL TOUR COMPLETION

(k) EARLY REPORT IS AUTHORIZED TO GAINING INSTALLATIONS, IF APPROVED BY THE LOSING COMMAND.

(l) DEPENDENT AUTHORIZED: YES, HOWEVER MOVEMENT OF UNAUTHORIZED INDIVIDUALS ON THESE ORDERS MAY RESULT IN REIMBURSEMENT TO THE GOVERNMENT AND/OR UCMJ ACTION.

(m) YOU WILL SUBMIT A TRAVEL VOUCHER FOR THIS TRAVEL TO THE CUSTODIAN OF YOUR FINANCE RECORDS WITHIN 5 DAYS AFTER COMPLETION OF TRAVEL.

(n) PERMISSIVE TDY IS AUTHORIZED, SOLDIER MUST HAVE DATES INDICATED ON DA FORM 31. PERMISSIVE TDY MUST BE APPROVED BY THE FIRST O5 (LTC) COMMANDER OR ABOVE.

(o) DUE TO CURRENT DEPLOYMENT, AUTHORIZED FAMILY MEMBERS ARE ENTITLED TO RELOCATE TO THE GAINING INSTALLATION AND ESTABLISH HOUSING PRIOR TO ARRIVAL OF SPONSOR.

(p) SERVICEMEMBER OR AUTHORIZED DEPENDENTS ARE ENTITLED TO ASSIST IN THE MOVEMENT OF STATESIDE POV FROM THE AUTHORIZED OFFICIAL STORAGE FACILITY.

(q) SOLDIER WHO WAS APPROVED FOR AIP WILL CONTINUE TO RECEIVE THEIR BENEFITS, UNTIL SOLDIER PERMANENTLY DEPARTS DEPLOYED AO or UNTIL ORIGINAL TERMINATION DATE OF BENEFITS, WHICH EVER OCCURS FIRST.

(r) SOLDIER IS REQUIRED TO SUBMIT EFMP SCREENING/DOCUMENTATION ON DEPENDENTS ENROLLED IN THE EFMP PROGRAM

(5) NON TEMPORARY STORAGE AUTHORIZED.

(t) POC FOR THIS ORDER IS CW3 SIMON AT DSN 730-4630.

FOR ARMY USE

AUTH: EUSA PERMANENT ORDER NUMBER 321-9, dated 16 November 2004. MPA FUNDING APPLIES. 4077TH MASH BATTALION, CAMP HOVEY, KOREA, APO AP 96224-5154, TO FORT CARSON, CO

PROJ SPEC: N/A

MDC: 8HES

CIC: N/A

ENLISTMENT/REENLB INDICATOR: N/A

PERS CON NO: N/A

CON SPEC: N/A

PERS SEC CODE: N/A

AVAL DATE: 16 NOV 04

FORMAT: 410

FOR THE COMMANDER:

Maxwell Q. Klinger  
CPL, US Army

DISTRIBUTION:

SOLDIER (5)

HRC (1)

2ID G1 (1)

FINANCE (1)

FORT CARSON, CO G1 (1)

COMMANDER, HHC, 1/9 IN (1)

DEPARTMENT OF THE ARMY  
HHC, 1ST MEDCOM  
FORT CARSON, COLORADO 80913-5000

ORDERS #000-0067

13 FEBRUARY 2008

PIERCE, BENJAMIN F 000-00-0000 LTC HHC, 1ST MEDCOM, FORT CARSON, CO 80913

YOU WILL PROCEED ON PERMANENT CHANGE OF STATION AS SHOWN.

RELEASED FROM: HHC, 1ST MEDCOM, FORT CARSON, CO 80913

ASSIGNED TO: 91 MEDICAL BDE HQ, TRAVIS AFB, CA 94535  
REPORTING DATE: NLT 10 MAY 2008, EARLY REPORT IS AUTHORIZED (NMT 60 DAYS EARLY).

ADDITIONAL INSTRUCTIONS:

(A) YOUR ANTICIPATED DATE OF LOSS FROM FORT CARSON IS IN ACCORDANCE WITH DA FORM 31.

(B) YOU ARE REQUIRED TO MAKE YOUR OUT-PROCESSING APPOINTMENT IN PERSON AT BUILDING 218, ROOM 135, APPROXIMATELY THIRTY DAYS PRIOR TO YOUR ANTICIPATED DATE OF DEPARTURE. YOU MUST FURNISH NINE COPIES OF THESE ORDERS, DA FORM 31, PERSTEMPO HISTORY, AND PERMISSIVE TDY (IF APPLICABLE) TO CENTRAL CLEARANCE AGENCY (CCA) WHEN MAKING THIS APPOINTMENT. THIS APPOINTMENT COVERS 201 FILE, FINANCE AND CCA.

(C) IF YOU PLAN TO SHIP PERSONAL PROPERTY AT GOVERNMENT EXPENSE, CONTACT YOUR LOCAL TRANSPORTATION OFFICE, BUILDING 1220, IMMEDIATELY AFTER RECEIPT OF THESE ORDERS TO ARRANGE FOR SHIPMENT, AND CONTACT THE TRANSPORTATION OFFICE OF YOUR NEW DUTY STATION IMMEDIATELY AFTER ARRIVAL TO ARRANGE FOR DELIVERY.

(D) YOU ARE RESPONSIBLE FOR REPORTING TO YOUR NEXT DUTY STATION IN SATISFACTORY CONDITION TO BE ABLE TO PASS THE ARMY PHYSICAL FITNESS TEST AND MEET HEIGHT/WEIGHT STANDARDS IN ACCORDANCE WITH ARMY REGULATION 600-9.

(E) YOU ARE REQUIRED TO REPORT TO THE FAMILY HOUSING OFFICE/HOUSING REFERRAL OFFICE SERVING YOUR NEW DUTY STATION PRIOR TO MAKING ARRANGEMENTS FOR RENTING, LEASING OR PURCHASING ANY OFF-POST HOUSING.

(F) YOU WILL HAND CARRY YOUR PERSONNEL RECORDS TO YOUR DUTY STATION.

(G) ALL MAIL SHOULD BE ADDRESSED TO: 91 MEDICAL BDE HQ, TRAVIS AFB, CA 94535.

(H) EFFECTIVE 1 OCTOBER 2004, SOLDIERS AND FAMILY MEMBER(S) WILL NO LONGER BE AUTHORIZED TO HAND CARRY THEIR MEDICAL RECORDS TO THEIR GAINING DUTY STATION UPON PCS. THE SERVICING MEDICAL TREATMENT FACILITY (MTF) WILL MAIL THESE RECORDS TO THE GAINING MFT. SOLDIERS AND FAMILY MEMBER(S) MAY REQUEST A COPY OF THEIR MEDICAL RECORD FROM THEIR MTF, BUT MUST DO SO UPON RECEIPT OF ORDERS OR AT LEAST 30 DAYS PRIOR TO PCS. FOR INFORMATION ON OBTAINING COPIES OF MEDICAL RECORDS, CONTACT THE CORRESPONDENCE OFFICE AT EVANS ARMY COMMUNITY HOSPITAL AT (555) 567-8964.

(I) DEPENDENTS: YES. YOU ARE AUTHORIZED MOVEMENT OF YOUR FAMILY MEMBERS AND SHIPMENT OF HOUSEHOLD GOODS. SOLDIERS WHO LIVE IN GOVERNMENT QUARTERS ARE REQUIRED TO REPORT TO FAMILY HOUSING, BLDG 7301, ASSIGNMENT AND TERMINATIONS OFFICE, IMMEDIATELY UPON RECEIPT OF ORDERS. ALL PCS SOLDIERS WITH ACCOMPANYING SCHOOL AGE CHILDREN ARE REQUIRED TO OUT-PROCESS THROUGH THE SCHOOLS OFFICER/LIAISON OR COMMANDER'S DESIGNEE BEFORE DEPARTING FROM THE LOSING INSTALLATION AND TO IN-PROCESS THROUGH THE EQUIVALENT OFFICIAL/OFFICE AT THE GAINING INSTALLATION.

IN THE EVENT YOU NEED EMERGENCY ASSISTANCE (LEAVE EXTENSION, CHANGE OF PORT CALL, ETC.) YOU SHOULD CONTACT THE ARMY TRAVELERS' ASSISTANCE CENTER AT (800) 582-5552. DO NOT CONTACT YOUR LOSING OR GAINING UNIT.

THIS IS A TITLED AC/RC ASSIGNMENT TO THE HEADQUARTERS, 91 MEDICAL BDE HQ, TRAVIS AFB, CA 94535. SOLDIER WILL BE STABILIZED FOR THREE (3) YEARS.

PRO] SPEC: N/A  
MDC: 8HES  
CIC: N/A  
ENLISTMENT/REENLB INDICATOR: N/A  
PERS CON NO: N/A  
CON SPEC: N/A  
PERS SEC CODE: N/A  
AVAL DATE: 16 NOV 04  
FORMAT: 410

FOR THE COMMANDER:



Sherman T. Potter  
COL, USA

DISTRIBUTION:  
SOLDIER (5)  
HRC (1)  
2ID GI (1)  
FINANCE (1)  
TRAVIS AFB, CA G1 (1)  
COMMANDER, HHC, 91 (1)  
TRANSPORTATION (1)

### WARRANTY DEED

**THIS DEED**, made between The National Homebuilders, Grantor, and Benjamin Franklin Pierce, a single man, Grantee.

Grantor, for valuable consideration, conveys and warrants to Grantee the following described real estate in El Paso County, State of Colorado:

Lot 8, Block 12, Lasater Ranch

Exceptions to warranties:  
Easements, restrictions and rights-of-way of record, if any.



Trapper McIntyre  
The National Homebuilders

**AUTHENTICATION**  
Signature(s)

authenticated this 5th day of May, 2005

TITLE: MEMBER STATE BAR OF COLORADO

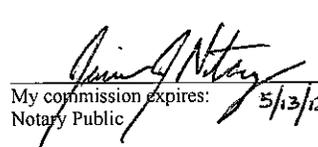


Frank Burns  
The National Homebuilders

**ACKNOWLEDGMENT**  
STATE OF COLORADO )

EL PASO COUNTY )ss.

Personally came before me this 5th day of May, 2005, the above Trapper McIntyre and Frank Burns to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
My commission expires: 5/13/12  
Notary Public

PRIVATIZED SALE

5. PROOF OF OCCUPANCY



November 10, 2009

PIERCE, BENJAMIN F.  
2335 FRANKLIN DR  
COLORADO SPRINGS, CO 8102

To Whom It May Concern:

This letter is to certify that the above mentioned party has utility services with Colorado Springs Utilities at 2335 Franklin Dr, in Colorado Springs, Colorado. The dates of service are/were from 05/05/2005 to Present.

If you have any questions, please contact our office at (719) 448-4800. We are happy to assist you.

Best Regards,

Colorado Springs Utilities  
Customer Revenue & Service Department

<b>U.S. GOVERNMENT BILL OF LADING</b>		<b>ORIGINAL</b>	B/L NO. <b>GBL2350</b>
1. TRANSPORTATION COMPANY TENDERED TO		2. SCAC	3. DATE B/L PREPARED
5. DESTINATION (Name, address and ZIP code)		6. SPLC (Dest.)	8. ORIGIN (Name, address and ZIP code)
PIERCE, BENJAMIN, 34 Commerce Ave, Travis AFB		7. SPLC (Orig.)	PIERCE, BENJAMIN, 2335 Franklin Dr, CO Springs, C
9. CONSIGNEE (Name, address and ZIP code of installation)		10. GBLOC (Cons.)	11. SHIPPER (Name, address and ZIP code)
			Fast Shippers, 756 Grand Ave, CO Springs, CO 88102
12. APPROPRIATION CHARGEABLE		13. BILL CHARGES TO (Dept./agency, bureau/office mailing address and ZIP)	
14. VIA (Route shipment when advantageous to the Government)		AGENCY LOC CODE <b>USAF</b>	
15. MARKS AND ANNOTATIONS (If extra services are ordered, see Administrative Directions No. 2 on reverse)			

16. PACKAGES		17. HM	18. DESCRIPTION OF ARTICLES (Use carrier's classification or tariff description if possible; CLASSIFICATION ITEM NO.	19. WEIGHT* (Pounds only)	FOR USE OF BILLING CARRIER ONLY		
NO.	KIND				Services	Rate	Charges
				4500		.90	
					TOTAL CHARGES	4050.00	

20. TARIFF/SPECIAL RATE AUTHORITY	21. PICKUP SERV. FURNISHED VEHICLE FULLY LOADED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SHIPPER'S INITIALS	22. CARRIER WAY/FREIGHT BILL NO. AND DATE
-----------------------------------	---	--------------------	---

23. STOP THIS SHIPMENT AT		24. FURNISH INFORMATION ON CAR/TRUCKLOAD/CONTAINER SHIPMENTS						
		INITIALS & NO.	SERIAL NUMBERS	LENGTH/CUBE ORDERED	FURNISHED	MARKED CAPACITY ORDERED	FURNISHED	DATE FURNISHED
			fg45678987654	60	76	90		8/6/2009

25. CARRIER'S PICKUP DATE (Year, month, & day)	26a. SIGNATURE OF AGENT 	26b. PER	B/L NUMBER
--	--	----------	------------

27. MODE	28. ESTIMATE	29. NO. OF CLS/TLS	30. TYPE RATE	31. PSC	32. REASON	Received by the transportation company named above, subject to conditions named on the reverse side hereof, the property hereinafter described, in apparent good order and condition (contents and value unknown), to be forwarded to destination by the said company and connecting lines, there to be delivered in like good order and condition to said consignee.
----------	--------------	--------------------	---------------	---------	------------	---

FOR USE OF ISSUING OFFICE				CERTIFICATE OF CARRIER BILLING—CONSIGNEE MUST NOT PAY ANY CHARGES			
33a. ISSUING OFFICE (Name and complete address) USAF, Randolph AFB, San Antonio, TX				34a. DELIVERED ON (Year, month, & day) 8/14/2009		34b. AT (Actual delivery point)	
				33b. GBLOC		34c. BY (Name of delivering carrier) Fast Shippers	
33c. ISSUING OFFICER Karen Shipper				34d. DELIVERED THIS CONSIGNMENT COMPLETE & IN APPARENT GOOD ORDER EXCEPT AS MAY BE INDICATED <input type="checkbox"/> SHORTAGE <input type="checkbox"/> DAMAGED			
33d. CONTRACT/PURCHASE ORDER NO. OR OTHER AUTHORITY				33e. DATED		34f. NAME OF BILLING CARRIER	
33f. FOB POINT NAMED IN CONTRACT BENJAMIN				34g. SIGNATURE OF CARRIER'S AGENT		34e. <input type="checkbox"/> CARRIER OS&D REPORT ATTACHED <input checked="" type="checkbox"/> DELIVERY AT DESTINATION FURNISHED <input type="checkbox"/> ACCESSORIAL SERVICES CERTIFICATION ATTACHED	

**PRIVACY ACT INFORMATION****FOR HOMEOWNERS ASSISTANCE PROGRAM (HAP)  
APPLICANTS**

The Homeowners Assistance Program was authorized by Section 1013 of the Demonstration Cities and Metropolitan Development Act of 1966, Public Law 89-754 (80 Stat. 1255, 1290), as amended. The Corps of Engineers administers the Homeowners Assistance Program for the Department of Defense. Individuals seeking benefits under the Act must file an application form (DD Form 1607) and, in addition, may be requested to furnish supplemental information to support their applications. The information requested will be used to identify the number of homeowners affected by the announced closure/realignment, and to determine the impact on the market, eligibility, and entitlement to specific program benefits. The application and supporting information, including appeal cases, will be retained for 3 years, except in appeal cases where the record is considered permanent. Information disclosed by applicants will be treated on a confidential basis and will not be disclosed except to personnel in the Federal Government who have a need for the information. Sale of the property to the government and the amount thereof is also reported to the Internal Revenue Service (IRS). Deeds of conveyance to the Government, and other documents relating to sufficiency of title, are furnished to the Department of Justice for review. Information contained in the application form and supporting documents is furnished voluntarily; however, if all required information is not furnished, eligibility for benefits may be affected and benefits may be denied. Benefits under this program are considered "wages" for tax purposes. The Social Security Number on the application is for identification purposes and is used to report to the IRS the sale of the property to the Government and to report withholdings for Federal Income Tax, FICA and Medicare Purposes. Its non-disclosure may or may not affect payment of benefits.

2 Feb 2010  
Date

Hawley Pierce  
Applicant's Name

**HOMEOWNERS ASSISTANCE PROGRAM**

**CERTIFICATION OF ENTITLEMENTS  
AND  
DECLARATION OF FILING**

Reimbursable closing costs for sale of a residence

1. ADDRESS OF PROPERTY: 2335 FRANKLIN DR  
COLORADO SPRINGS, CO 88102

---

2. CERTIFICATION: I certify that if application for "Reimbursement of Allowable Closing Costs for the sale of a residence" is filed under the Homeowners Assistance Program (HAP), I have not or will not file for this entitlement through any other source for this particular transaction on the above listed property.

FRAUD AND FALSE STATEMENTS: I am aware that any false or fraudulent claims, statements, or representations made by me or my representative can and will be prosecutable (criminal or civil), and subject to fines and/or imprisonment. (18 U.S.C. 1001)

I am filing for reimbursable closing costs benefits under the HAP Program.

I am NOT claiming closing costs under the Homeowners Assistance Program. I am filing or filed for authorized reimbursable closing costs for the sale of my residence with my Permanent Change of Station (PCS) orders.

1 Feb 2010  
Date

Harley Revo  
Applicant's Signature

PIERCE, BENJAMIN F.  
Print or Type Applicant's Full Name

### HUD-1 SETTLEMENT STATEMENT

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>SETTLEMENT STATEMENT</b>	
<b>B. TYPE OF LOAN</b> 3. <input checked="" type="checkbox"/> CONV. UNINS.	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	6. File Number 45256
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	7. Loan Number 123456789-00
			8. Mortgage Insurance Case Number
<i>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.</i>			
<b>D. NAME AND ADDRESS OF BORROWER:</b>  Benjamin F. Pierce		<b>E. NAME AND ADDRESS OF SELLER:</b>  The National Homebuilders	
		<b>F. NAME AND ADDRESS OF LENDER:</b>  USAA Federal Savings Bank 9800 Fredericksburg Road San Antonio, TX 78288	
<b>G. PROPERTY LOCATION:</b>  2335 Franklin Drive Colorado Springs, CO 88102		<b>H. SETTLEMENT AGENT: NAME, AND ADDRESS</b> Henry Blake, 508 Flagg Avenue, Colorado Springs, CO 88102	
		<b>PLACE OF SETTLEMENT:</b> 508 Flagg Avenue	<b>I. SETTLEMENT DATE:</b> 05/05/2005

J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract sales price	321,600.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	5,937.36
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>327,537.36</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	321,600.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>321,600.00</b>

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit of earnest money	1,000.00
202. Principal amount of new loan(s)	162,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/town taxes to	
211. County taxes to	12.80
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>168,012.80</b>

500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	19,552.22
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/town taxes to	
511. County taxes to	12.80
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>283,508.27</b>

300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amount due from borrower (line 120)	327,537.36
302. Less amounts paid by/for borrower (line 220)	168,012.80
<b>303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER</b>	<b>159,524.56</b>

600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	321,750.00
602. Less reductions in amount due seller (line 520)	283,508.27
<b>603. CASH (<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER</b>	<b>38,241.73</b>

The documents in this packet are for informational purposes only, and are only intended to be an example of an acceptable application to the Homeowners Assistance Program.

L. SETTLEMENT CHARGES			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$321,600 @ 5.5 %=17,688				
<i>Division of Commission (line 700) as follows:</i>				
701. \$ to				
702. \$ to				
703. Commission paid at Settlement				17,688.00
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee %				
802. Loan Discount %				
803. Appraisal Fee to		325.00		
804. Credit Report to		32.00		
805. Lender's Inspection Fee		90.00		
806. Mortgage Insurance Application Fee to				
807. Assumption Fee				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from to @ \$ 22.1900 /day		599.13		
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for years to				
904. years to		1,066.72		
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance 4 months @ \$ 86.67 per month		946.68		
1002. Mortgage insurance months @ \$ per month				
1003. City property taxes months @ \$ per month				
1004. County property taxes 3 months @ \$ 504.00 per month		1,512.00		
1005. Annual assessments months @ \$ per month				
1006. months @ \$ per month				
1007. months @ \$ per month				
1008. Aggregate Adjustment months @ \$ per month		(86.67)		
1100. TITLE CHARGES				
1101. Settlement or closing fee to		150.00	150.00	
1102. Abstract or title search to				
1103. Title examination to				
1104. Title insurance binder to				
1105. Document preparation to				
1106. Notary fees to				
1107. Attorney's fees to				
(includes above items numbers; )				
1108. Title Insurance to		367.15	367.15	
(includes above items numbers; )				
1109. Lender's coverage \$ 175.00				
1110. Owner's coverage \$ 559.30				
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed \$ 6.50 ; Mortgage \$ 120 ; Releases \$ 16.50		126.00	16.50	
1202. City/county tax/stamps: Deed \$ 724.50 ; Mortgage \$			724.50	
1203. State tax/stamps: Deed \$ ; Mortgage \$		80.00		
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to		80.00		
1302. Pest inspection to				
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		5,937.36	19,552.22	

\* Courtesy copy from HUD "Buying Your Home – Settlement Costs and Useful Information" HUD-398-H(4) June '97

### HUD-1 SETTLEMENT STATEMENT

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>SETTLEMENT STATEMENT</b>	
<b>B. TYPE OF LOAN</b> 3. <input checked="" type="checkbox"/> CONV. UNINS.	1. <input type="checkbox"/> FHA 4. <input type="checkbox"/> VA	2. <input type="checkbox"/> FmHA 5. <input type="checkbox"/> CONV. INS.	6. File Number 45256
	7. Loan Number 123456789-00		
8. Mortgage Insurance Case Number			
<i>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.</i>			
<b>D. NAME AND ADDRESS OF BORROWER:</b> B.J. Hunnicutt 6830 Allen Circle Colorado Springs, CO 88102		<b>E. NAME AND ADDRESS OF SELLER:</b> Benjamin F. Pierce 34 Commerce Avenue San Antonio, TX 78134	
<b>F. NAME AND ADDRESS OF LENDER:</b> Wells Fargo 123 Aronds Colorado Springs, CO 88102			
<b>G. PROPERTY LOCATION:</b> 2335 Franklin Drive Colorado Springs, CO 88102		<b>H. SETTLEMENT AGENT: NAME, AND ADDRESS</b> Henry Blake, 508 Flagg Avenue, Colorado Springs, CO 88102	
		<b>PLACE OF SETTLEMENT:</b> 508 Flagg Avenue	<b>I. SETTLEMENT DATE:</b> 11/20/2009

J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract sales price	275,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	5,758.17
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>280,758.17</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	275,000.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>275,000.00</b>

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit of earnest money	3,000.00
202. Principal amount of new loan(s)	220,000.00
203. Existing loan(s) taken subject to	26,953.00
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	1,238.84
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>251,191.84</b>

500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	15,995.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	291,302.35
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	1,238.84
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>308,536.19</b>

300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amount due from borrower (line 120)	280,758.17
302. Less amounts paid by/for borrower (line 220)	251,191.84
<b>303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER</b>	<b>29,566.33</b>

600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	275,000.00
602. Less reductions in amount due seller (line 520)	308,536.19
<b>603. CASH (<input type="checkbox"/> TO) (<input checked="" type="checkbox"/> FROM) SELLER</b>	<b>33,536.19</b>

L. SETTLEMENT CHARGES			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$275,000 @ 5.45 %= 15000				
<i>Division of Commission (line 700) as follows:</i>				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				15,199.00
704.				
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>				
801. Loan Origination Fee %			2,200.00	
802. Loan Discount %				
803. Appraisal Fee	to		400.00	
804. Credit Report	to		825.00	
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee to				
807. Assumption Fee				
808.				
809.				
810.				
811.				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>				
901. Interest from to @ \$		/day	32.08	
902. Mortgage Insurance Premium for		months to		
903. Hazard Insurance Premium for		years to	728.00	
904.		years to		
905.				
<b>1000. RESERVES DEPOSITED WITH LENDER</b>				
1001. Hazard Insurance	3	months @ \$60.67	per month	182.01
1002. Mortgage insurance		months @ \$	per month	
1003. City property taxes		months @ \$	per month	
1004. County property taxes	3	months @ \$207.20	per month	621.60
1005. Annual assessments		months @ \$	per month	
1006.		months @ \$	per month	
1007.		months @ \$	per month	
1008. Aggregate Adjustment		months @ \$	per month	-0.02
<b>1100. TITLE CHARGES</b>				
1101. Settlement or closing fee	to		90.00	90.00
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees to				
1107. Attorney's fees	to			
	<i>(includes above items numbers;</i>			
1108. Title Insurance	to		105.00	555.00
	<i>(includes above items numbers;</i>			
1109. Lender's coverage	\$			
1110. Owner's coverage	\$			
1111.				
1112.				
1113.				
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>				
1201. Recording fees: Deed \$ ; Mortgage \$ ; Releases \$			152.00	
1202. City/county tax/stamps: Deed \$ ; Mortgage \$			27.50	
1203. State tax/stamps: Deed \$ ; Mortgage \$				11.00
1204.				
1205.				
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)			5,758.17	15,995.00

\* Courtesy copy from HUD "Buying Your Home – Settlement Costs and Useful Information" HUD-398-H(4) June '97

13. PRIVATE SALE (Sales Contract)

**THIS IS A LEGALLY BINDING AGREEMENT.  
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

This contract form has been prepared by the Colorado Real Estate Commission. It is intended to include provisions common to most transactions. Its use is not mandatory and it will not be suitable for contracts having or requiring unusual provisions.

**RESIDENTIAL PURCHASE AGREEMENT**

Margaret Houlihan, Realtor's Agent, 458 Archer Way, Colorado Springs \_\_\_\_\_,  
(Broker's Name or Firm and Address) \_\_\_\_\_, Colorado

The undersigned, as Buyer, agrees to purchase the following Property:

Address:  
2335 Franklin Drive, Colorado Springs, Colorado 88102

Legal Description: \_\_\_\_\_  
Lot 8, Block 12, Lasater Ranch \_\_\_\_\_ including all fixtures and equipment permanently attached to the  
Property provided Seller has a marketable title in fee simple. The only personal property included is as follows:  
N/A

Seller agrees to furnish a title insurance policy insuring marketability and Buyer shall be furnished a current title insurance commitment by Seller at least 5 days before closing. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer and Seller. Buyer has option of selecting, or approving as selected by Seller, the title insurance company. However, if Buyer and Seller agree, Seller may furnish an abstract of title certified to date in lieu of title insurance. If any defects in title are found in the abstract Buyer agrees to furnish a copy of a written title opinion from Buyer's attorney showing the defects. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect. If the title defects are not cured within a reasonable time period, the Buyer may declare this Agreement null and void, and the deposit shall be refunded. Seller agrees to convey to Buyer by warranty deed or N/A free and clear of all liens, encumbrances, special assessments levied or assessed, except N/A and subject to all easements and restrictions or covenants now of record. Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority but not yet assessed. The documentary stamp tax shall be paid by the Seller.

Buyer agrees to pay \$269,500.00 DOLLARS, on the following terms: an earnest money deposit of \$1000.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money deposit will be transferred to the listing broker on acceptance, if the selling broker is other than the listing broker. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller; balance to be paid as shown in Paragraph(s) #2 \_\_\_\_\_ following:

**#1 All Cash:** Balance of \$ \_\_\_\_\_ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, no financing being required.

**#2 Conditional Upon Loan:** Balance of \$9,500.00 shall be paid in cash, or by certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$260,000.00. The loan shall be VA , FHA \_\_\_\_\_, CONVENTIONAL \_\_\_\_\_, P.M.I. \_\_\_\_\_, or \_\_\_\_\_, with terms providing for initial interest not exceeding 5.5% per annum, plus mortgage insurance, if required, amortized over not less than 15 years, with initial monthly principal and interest payment of not more than \$1,500.00 plus taxes and insurance. Loan origination or service fees shall be paid by Buyer. Seller shall pay a fee of not more than 0% of Buyer's loan as stated above to lender, but this amount shall not exceed the total percentage charges made by the lender, and shall not include any costs incurred by the lender and charged to Buyer in connection with the loan. Buyer agrees to make application for the loan within 30 days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If the loan is not approved within 30 days from date of acceptance, this offer shall be null and void, and the deposit shall be returned to Buyer. However, if processing of the application has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection.

**#3 Assume Existing Loan:** Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of \_\_\_\_\_ in the approximate amount of \$\_\_\_\_\_ and pay the balance in cash, or by certified or cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of \_\_\_\_\_ % per annum and payments of approximately \$\_\_\_\_\_ per \_\_\_\_\_. The payment includes \_\_\_\_\_. Interest on the existing loan and any mortgage insurance premium shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer \_\_\_ does or \_\_\_ does not agree to obtain a release of liability of Seller before closing.

**#4 Seller Financing:** Balance to be evidenced by \_\_\_\_\_ with Seller. Buyer to pay an additional cash payment, certified or cashier's check of \$\_\_\_\_\_ at time of execution of the instruments, and closing. The remainder of \$\_\_\_\_\_ shall be paid in monthly payments of \$\_\_\_\_\_, or more, which monthly payments shall include interest at the rate of \_\_\_\_\_ % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over \_\_\_\_\_ years with a balloon payment on \_\_\_\_\_. All other terms and conditions of the instruments shall be as mutually agreed upon. The instruments shall be prepared within \_\_\_\_\_ days after acceptance of this offer. Buyer's \_\_\_, Seller's \_\_\_ attorney shall prepare the instruments and cost of preparation shall be paid by \_\_\_\_\_. Buyer's \_\_\_, Seller's \_\_\_ attorney shall review and approve all said instruments within \_\_\_\_\_ days of receipt.

**#5 Other Provisions:** N/A

\_\_\_\_\_  
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**Tax Proration:** The following clause which is checked shall determine the method of tax proration (Check one):

**Taxes, Provision A:** ALL consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of  possession,  closing, or \_\_\_\_\_. Real estate taxes for prior years shall be paid by Seller.

**Taxes, Provision B:** ALL consolidated real estate taxes for the year in which closing takes place shall be prorated, based on current assessment and tax rate, as of date of  possession,  closing, or \_\_\_\_\_. Real estate taxes for prior years shall be paid by Seller.

The closing of the sale shall be on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_ days after loan approval, whichever shall last occur. Possession of Property to be \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, but not before closing.

Buyer requests a termite and wood destroying insect inspection of the building(s) at Buyer's expense (except should Buyer obtain a VA loan, the expense shall be paid by Seller). Should evidence of termites or wood destroying insects be found, the building(s) shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and be entitled to full return of the earnest money.

This offer is based upon Buyer's personal inspection or investigation of the Property. Buyer agrees to accept the Property in its present condition, except as provided here.

Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical system and any built-in appliances in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware. Seller agrees to install smoke detectors as required by law.

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

Buyer understands that this Property is located within Sanitary Improvement District (S.I.D.)# \_\_\_\_\_.

Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker is authorized to transfer the earnest deposit or any other funds received to the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer or Seller to account for the funds. Escrow agent's charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.

This offer is null and void if not accepted by Seller on or before November 12, 1159, at \_\_\_\_\_ o'clock p \_\_\_\_\_ m.

Buyer acknowledges receipt of a copy of this offer, which has not yet been signed by Seller.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS 6830 Allen Circle, Colorado Springs, CO ZIP 88102 PHONE 555-568-8830

NAMES FOR DEED: B.J. Hunnicutt \_\_\_\_\_

RECEIVED FROM: \_\_\_\_\_

the sum of One thousand (\$ \_\_\_\_\_) DOLLARS (by \_\_\_\_\_) to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

\_\_\_\_\_ BROKER

OFFICE ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

BY \_\_\_\_\_ AFFILIATED LICENSEE

HOME PHONE \_\_\_\_\_

ACCEPTANCE

November 12, 2009

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER Benjamin Pierce

SELLER \_\_\_\_\_

STATE OF Colorado )  
COUNTY OF El Paso ) ss.

The foregoing purchase agreement was acknowledged before me on November 20, 2009, by Janice J. Notary

*Janice J. Notary*  
Notary Public

Commission expires 5/13/2012  
(seal)

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this agreement and the SID statement by NEB. REV. STAT., § 31-727.03, if applicable.

*B. J. Harwell*  
(Buyer)

Date 00-00-10

\_\_\_\_\_  
(Buyer)

Date \_\_\_\_\_

Seller acknowledges receipt of executed copy of this agreement.

*Harvey Pierce*  
(Seller)

Date 00-00-10

\_\_\_\_\_  
(Seller)

Date \_\_\_\_\_

The documents in this packet are for informational purposes only, and are only intended to be an example of an acceptable application to the Homeowners Assistance Program.

**AMENDMENT TO UNIFORM PURCHASE AGREEMENT**

Dated November 20, 2009 on \_\_\_\_\_  
Property located at 2335 Franklin Drive, Colorado Springs, Colorado 88102

**VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE**

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty in forfeiture of earnest money deposit or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the VA. The purchaser shall however have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA."

Seller Benjamin Pierce  
\_\_\_\_\_  
(Date)

Buyer B.J. Hunnicutt  
\_\_\_\_\_  
(Date)

Seller Hauney Pierce 00-00-10  
\_\_\_\_\_  
(Date)

Buyer [Signature] 00-00-10  
\_\_\_\_\_  
(Date)

**FEDERAL HOUSING ADMINISTRATION (FHA) ESCAPE CLAUSE**

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of the property (excluding closing costs) of not less than \$ \_\_\_\_\_ which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

NOTE: The dollar amount to be inserted in the amendatory clause is the sales price as stated on the contract. This amount plus closing costs must be sufficient to support the requested mortgage.

Seller \_\_\_\_\_  
(Date)

Buyer \_\_\_\_\_  
(Date)

Seller \_\_\_\_\_  
(Date)

Buyer \_\_\_\_\_  
(Date)

### WARRANTY DEED

**THIS DEED**, made between Benjamin Franklin Pierce, a single man, Grantor, and B.J. Hunnicutt, a single man, Grantee.

Grantor, for valuable consideration, conveys and warrants to Grantee the following described real estate in El Paso County, State of Colorado:

Lot 8, Block 12, Lasater Ranch

Exceptions to warranties:

Easements, restrictions and rights-of-way of record, if any.

*Benjamin Franklin Pierce*

Benjamin Franklin Pierce

AUTHENTICATION

Signature(s)

authenticated this 5<sup>th</sup> day of May, 2005

TITLE: MEMBER STATE BAR OF COLORADO

ACKNOWLEDGMENT  
STATE OF COLORADO )  
EL PASO COUNTY )ss.

Personally came before me this 20<sup>th</sup> day of November, 2009, the above Benjamin Franklin Pierce to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*Benjamin J. Notary*  
My commission expires 5/13/12  
Notary Public

13. PRIVATE SALE (Release of Liability)



Mortgage Loan No.: 123456789-00  
Mortgagor Name's: Benjamin F. Pierce  
Property Address 2335 FRANKLIN DR, COLORADO SPRINGS, CO 88102

Dear Customer:

Please be advised that the above referenced account was paid in full on November 20, 2009. This letter is contingent upon all items applied at the time of payoff and prior being negotiable.

The recorded release will be forwarded to you once we are in receipt of the document.

If you have any questions, please contact us at the phone number referenced above.

Sincerely,

Reconveyance Department  
Mortgage Service Center



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL REAL ESTATE LISTING AGREEMENT  
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Benjamin (Hawkeye) Pierce

Address: 2335 Franklin Drive

City, State, Zip: Colorado Springs, CO 88102

Phone: 555-568-2345

Fax: 555-568-2346

E-Mail: hawkeye@email.com

Broker: Margaret Houlihan

Address: 458 Archer Way

City, State, Zip: Colorado Springs, CO 88102

Phone: 555-568-4586

Fax: 555-568-4567

E-Mail: whitney.wright@realtors.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot 8, Block 12, Lasater Ranch  
in El Paso Addition, City of Colorado Springs  
2335 Franklin Drive, Colorado Springs, CO 88102 County, Texas known as (address/zip code),  
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

D. Exclusions: The following improvements and accessories will be retained by Seller and excluded: N/A

E. Owners' Association: The property  is  is not subject to mandatory membership in an owners' association.

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Residential Listing concerning 2335 Franklin Drive, Colorado Springs, CO 88102

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 315,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

- A. This Listing begins on 2 Feb. 2009 and ends at 11:59 p.m. on 2 Jul. 2009.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S FEE:**

A. Fee: When earned and payable, Seller will pay Broker a fee of:

- (1) 6 % of the sales price.
- (2) \_\_\_\_\_.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.
- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

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Residential Listing concerning 2335 Franklin Drive, Colorado Springs, CO 88102

(3) Transaction Fees or Reimbursable Expenses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 30 days. "Sell" means any transfer of any interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
  - (a) Seller agrees to sell the Property during the protection period;
  - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
  - (c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in El Paso \_\_\_\_\_  
\_\_\_\_\_ County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

B. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

7. **ACCESS TO THE PROPERTY:**

A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: \_\_\_\_\_

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C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Broker  is  is not authorized to place a keybox on the Property.

(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the buyer: 3 % of the sales price or \$ \_\_\_\_\_; and  
(2) if the other broker is a subagent: 2 % of the sales price or \$ \_\_\_\_\_.

B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the buyer: 3 % of the sales price or \$ \_\_\_\_\_; and  
(2) if the other broker is a subagent: 2 % of the sales price or \$ \_\_\_\_\_.

9. **INTERMEDIARY:** (Check A or B only.)

A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.

(2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

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2335 Franklin Drive, Colorado Springs, CO 88102

Residential Listing concerning \_\_\_\_\_

- B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

**Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- ♦ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- ♦ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

**11. BROKER'S AUTHORITY:**

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
  - (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
  - (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
  - (3) furnish comparative marketing and sales information about other properties to prospective buyers;
  - (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
  - (5) obtain information from any holder of a note secured by a lien on the Property;
  - (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
  - (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
  - (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by Seller;
  - (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
  - (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).
- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

(TAR-1101) 10-16-03 Initialed for Identification by Broker/Associate  and Seller , \_\_\_\_\_

Residential Listing concerning 2335 Franklin Drive, Colorado Springs, CO 88102

**12. SELLER'S REPRESENTATIONS:** Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- F. the Property is not subject to the jurisdiction of any court;
- G. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- H. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: \_\_\_\_\_.

**13. SELLER'S ADDITIONAL PROMISES:** Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, or lease of the Property to become effective during this Listing;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) acts of third parties (for example, vandalism or theft);
  - (3) freezing water pipes;
  - (4) a dangerous condition on the Property; or
  - (5) the Property's non-compliance with any law or ordinance.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
  - (1) are caused by Seller, negligently or otherwise;
  - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Seller giving incorrect information to any person.

(TAR-1101) 10-16-03 Initialed for Identification by Broker/Associate [Signature] and Seller [Signature], \_\_\_\_\_

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);
- C. Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- E. Request for Information from an Owners' Association;
- F. Request for Mortgage Information;
- G. Information about On-Site Sewer Facility;
- H. Information about Special Flood Hazard Areas;
- I. Condominium Addendum to Listing;
- J. Keybox Authorization by Tenant;
- K. Seller's Authorization to Release and Advertise Certain Information; and
- L. \_\_\_\_\_

**20. AGREEMENT OF PARTIES:**

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

(TAR-1101) 10-18-08 Initials for Identification by Broker/Associate MA and Seller HP

2335 Franklin Drive, Colorado Springs, CO 88102

Residential Listing concerning \_\_\_\_\_

- C. Binding Effect: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

**21. ADDITIONAL NOTICES:**

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).**
- C. **Seller may review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Seller to remove or secure jewelry, prescription drugs, and other valuables.**
- E. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- F. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- G. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Margaret Houlihan 000-00-00

Broker's Printed Name License No.

By: *Margaret Houlihan* 00-00-10  
 Broker's Associate's Signature Date

*Harvey P. ...* 00-00-10  
 Seller Date

Seller Date

**PROMISSORY NOTE**

**HOUSING FINANCE CORPORATION  
(HOME LOAN)**

May 5	2005	Loan Amount \$	305,000.00	(Principal)
_____ , _____				
Date				
2335 FRANKLIN DRIVE	COLORADO SPRINGS CO		88102	
_____	_____	_____	_____	_____
Property Street Address	City	State	Zip Code	

- 1. BORROWER'S PROMISE TO PAY**  
 I/We, the Borrower/Mortgagor, promise to pay Three-hundred five thousand  
0/100THs Dollars (\$ 305,000.00) (this amount will be called "principal") to the order of  
 the FLORIDA HOUSING FINANCE CORPORATION, whose address is 227 North Bronough  
 Street, Suite 5000, Tallahassee, Florida 32301-1329 (the "Lender"), or to any other legal holder  
 of the Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive  
 payments under this Note will be called the "Note Holder."
- 2. INTEREST**  
 As long as I am not in default, the interest on this Note shall be zero percent (0%) per annum;  
 however, if I fail to pay this Note as required, interest shall be due on the unpaid principal balance  
 at the rate of twelve percent (12%) per annum from the date when payment of this Note was due  
 until I pay it in full.
- 3. PAYMENTS**  
 I, the Borrower, understand that principal payments shall be deferred until the first to occur of the  
 following events: (a) I sell, transfer or dispose of the Property or Home either voluntarily or  
 involuntarily; (b) I fail or cease to occupy the Home as a principal residence; (c) I, or surviving  
 spouse, dies; or (d) I refinance the first mortgage loan at which time the remaining principle  
 balance is due, unless the Note Holder agrees to a one-time only subordination as detailed in the  
 Mortgage.
- 4. BORROWER'S PAYMENT BEFORE PAYMENT IS DUE**  
 I have the right to make payment, in full, on this Note at any time before it is due. This payment  
 is known as a "full prepayment." No partial prepayments can be made at any time on the  
 principal of the loan. When I make a full prepayment, I will tell the Note Holder in a letter that I  
 am doing so.

**5. BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Default** – If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay the Note Holder's costs and expenses as described in (B) below.

(B) **Payment of Note Holder's Costs and Expense** – If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees, whether incurred by the Note Holder before filing suit, at trial or an appeal.

**6. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. This Note and the Mortgage are non-assumable.

**7. BORROWER'S WAIVERS**

I waive my rights that require the Note Holder to do certain things. Those things are (a) to demand payment of amount due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in the Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else waives these rights.

**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice in writing of my different address.

Any notices that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights under this Note against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

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