

# CASH SALE PRE-CLOSING CHECKLIST

Thank you for choosing Tipton Law Firm, PLLC to close your transaction. In order to start processing your transaction, please ensure that the following documents and forms are filled out and returned at the time you submit your contract.

- Executed Purchase & Sales Agreement
- Obtain all HOA information (we can submit a request for a transfer package for you, but you will need to provide the HOA's information)
- Fully executed Pre-Closing Package
- Any other closing expense invoices (insurance, home warranty, broker's DA, etc.)



Seller Info:

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer Info:

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

The above information is **required** in order to process your transaction. Failure to provide the above necessary information may cause a delay in your closing.



# Tipton Law Firm, PLLC

## INTERMEDIARY ACKNOWLEDGEMENT

**Property Address:** \_\_\_\_\_

The parties to this transaction have requested that Tipton Law Firm, PLLC (“The Firm”) draft the documents for a real estate closing. For this particular closing I will be acting as an intermediary only and will not be an advocate for either side. This role is different from the traditional one of an attorney; I must remain impartial.

Being an intermediary means that any information disclosed by you to me during this representation will not be protected by attorney-client privilege in a subsequent legal proceeding asserted by or against one of you involving the other.

By using Tipton Law Firm, PLLC as an intermediary to document the agreement between the parties, both parties agree and acknowledge that The Firm cannot and will not give any legal advice to either side. While The Firm can answer general questions regarding the transaction and meaning behind the documents, The Firm will not advise either party to the transaction as to whether this transaction is right for them, or any other issue or question that is not general in nature. Both parties should seek the advice of their own counsel should they need any legal advice regarding the above transaction.

We, the undersigned, hereby acknowledge and agree that we have entered into this transaction, being fully advised of the possible conflicts and/or problems that may arise from using an intermediary, and other possible issues that are not stated above, and forever more INDEMNIFY AND HOLD HARMLESS TIPTON LAW FIRM, PLLC, ALL OF ITS EMPLOYEES, AND ALLISON K. TIPTON INDIVIDUALLY FROM ANY LIABILITY WHATSOEVER.

Sellers:

\_\_\_\_\_

\_\_\_\_\_ **Date**

\_\_\_\_\_

\_\_\_\_\_ **Date**

Buyers:

\_\_\_\_\_

\_\_\_\_\_ **Date**

\_\_\_\_\_

\_\_\_\_\_ **Date**

# CASH SALE FEE INFORMATION

Address: \_\_\_\_\_

Buyer Name(s): \_\_\_\_\_

Seller Name(s): \_\_\_\_\_

The standard closing fees for an Owner Finance closed through Tipton Law Firm, PLLC are \$850.00. These fees are allocated on a flat fee basis, payable by agreement between the parties. Closing fees include title searches, all document preparation, recording fees and post-closing disbursements.

An initial deposit of \$250.00 is due and payable at the time this contract is submitted. This fee will be credited to the transaction fees at closing. If this closing is canceled or otherwise not finalized, the initial fee is not refundable.

Below, please designate the exact dollar amount of the Cash Sale Transaction Fees to be payable by each party.

Buyer: \$ \_\_\_\_\_

Seller: \$ \_\_\_\_\_

Signatures:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

# SELLER INFORMATION SHEET

## Seller Information

Seller #1 full name (First, Middle and Last): \_\_\_\_\_

Seller Birthday: \_\_\_/\_\_\_/\_\_\_ Seller DL Number: \_\_\_\_\_ Seller SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Past Addresses (last 10 years): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Marital Status: \_\_\_\_\_

Seller #2 full name (First, Middle and Last): \_\_\_\_\_

Seller Birthday: \_\_\_/\_\_\_/\_\_\_ Seller DL Number: \_\_\_\_\_ Seller SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Past Addresses (last 10 years): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Marital Status: \_\_\_\_\_

## Names on Title

Is seller(s) only name on title?  Yes  No –if no, who else is on title? \_\_\_\_\_

Relation to Seller(s) \_\_\_\_\_

Are they alive?  Yes  No –if no, do they have a will?  Yes  No –if no, may need Affidavit of Heirship

## Marital History

Marriage?  No  Yes – If yes, Spouses name: \_\_\_\_\_ Date of Marriage: \_\_\_/\_\_\_/\_\_\_

Did spouse live in property?  No  Yes – If yes, include in contract.

Divorce?  No  Yes – If yes, County/State \_\_\_\_\_ Date of Divorce: \_\_\_/\_\_\_/\_\_\_

Death?  No  Yes – If yes, need copy of Death Certificate

Is there a will?  No  Yes – If yes, is it probated?  No  Yes  Currently in probate

## Mortgage Info

Do you have a Recent Statement?  No  Yes

Lender Name \_\_\_\_\_ Loan Number \_\_\_\_\_

Delinquent on Payments?  No  Yes

Please fill out this page and return with completed contract

## Information to assist Sellers in the completion of the 1099-S Certification and 1099-S Input Form

To comply with IRS regulations, requiring reporting of the sale or exchange of Real Property, follow the instructions below:

### Step 1

Each Seller must complete a 1099-S Exemption Form (Husband and Wife must each complete a separate form).

### Step 2

1. A) If all questions are answered "True or Yes" on the 1099-S Exemption Form, return the completed and signed form to Tipton Law Firm, PLLC. DO NOT complete the 1099-S Input Form. No additional steps are required.
2. B) If you answered "False or No" to any question on the 1099-S Exemption Form, continue to Step 3.

### Step 3

Each seller who does not answer "True/Yes" to all questions on the 1099-S Exemption form, must complete and sign the attached 1099-S Input form. Return the completed 1099-S Input Form to your escrow officer. (if you do not know all the information, leave it blank and we will fill it in)

**Husband and wife** filing joint returns need only complete one 1099 Input Form (and one percentage allocation of 100%).

**TRUSTS:** Trusts are not automatically exempt from receiving 1099s. If the Trust has not been issued it's own Tax I.D. number then each trustee must complete the form with the social security number to be used and the name, as it appears on tax return, with the percentage allocation for each trustee. If the Trust has it's own TIN then enter the Trust Tax I.D. number and the legal name as it appears on the tax return.

**ESTATES:** If using the decedent's social security to file tax return, then use the decedents name. If the Estate has been issued it's own TIN, then use Estate of John Smith and the TIN assigned to that Estate name.

**CONSERVATORSHIPS:** If a Minor, use the Name and social security number assigned to that minor. If an Elder, use the Elder's name and social security number that the tax return will be filed under.

**PARTNERSHIPS/LLC (Limited Liability Company):** Are not automatically exempt. The name and tax I.D. number for the partnership, one 1099 will be issued to one partner. (If volume transferor please provide documentation.)

*Corporations, Non-profits, government entities, 1031 Exchanges, Refinance, Bankruptcy, Deed in Lieu of Foreclosure, Bulk Sales and Volume Transferors (more than 25 transactions per year) are automatically exempt.*

**The IRS wants the social security number that was assigned to the name (as it appears on IRS records) that will be filing the tax return reporting the sale of this property in this transaction.**

(In some cases this may not be the same name as the Seller(s) on the Grant Deed. i.e. Decedents cannot convey property. Trusts cannot convey property.)

**ALL SELLERS - COMPLETE THE 1099-S CERTIFICATION  
COMPLETE THE 1099-S INPUT FORM - ONLY IF APPLICABLE**

**1099-S Exemption Form**

**EXCLUSION OF PRINCIPAL RESIDENCE FROM 1099-S REPORTING REQUIREMENT**

The seller of a principal residence should complete this form to determine whether the sale or exchange should be reported to the IRS on Form 1099 - S, Proceeds from Real estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances(1) through(6) in Part II(or a "not applicable" response to assurance(6)), no information reporting to the seller or to the IRS will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, the closing agent must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner who does not make the certification.

**Part I. Seller Information**

Date of Closing: \_\_\_\_\_

1. Name: \_\_\_\_\_

2. Address or legal description (including city, state, and ZIP code) of **residence being sold or exchange**  
\_\_\_\_\_

3. Taxpayer Identification Number (TIN): \_\_\_\_\_  
(SSN or ITIN - required for filing)

**Part II. Seller Assurances**

True	False	
<input type="checkbox"/>	<input type="checkbox"/>	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
<input type="checkbox"/>	<input type="checkbox"/>	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
<input type="checkbox"/>	<input type="checkbox"/>	(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
<input type="checkbox"/>	<input type="checkbox"/>	(4) At least one of the following three statements applies: The sale or exchange is of the entire residence for \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5 -year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2 -year period ending on the date of the sale or exchange of the principal residence.
<input type="checkbox"/>	<input type="checkbox"/>	(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
<input type="checkbox"/> <input type="checkbox"/> N/A	<input type="checkbox"/>	(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Signature \_\_\_\_\_

Date \_\_\_\_\_

To qualify for this exemption each seller, including husband and wife sellers, must sign a separate form answering "True" to all the required questions.

If all questions are NOT answered "True" on this form, this form is not needed and seller(s) must fill out the 1099-S Input Form.

**1099-S Exemption Form**

**EXCLUSION OF PRINCIPAL RESIDENCE FROM 1099-S REPORTING REQUIREMENT**

The seller of a principal residence should complete this form to determine whether the sale or exchange should be reported to the IRS on Form 1099 - S, Proceeds from Real estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances(1) through(6) in Part II(or a "not applicable" response to assurance(6)), no information reporting to the seller or to the IRS will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, the closing agent must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner who does not make the certification.

**Part I. Seller Information**

Date of Closing: \_\_\_\_\_

1. Name: \_\_\_\_\_

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

\_\_\_\_\_

3. Taxpayer Identification Number (TIN): \_\_\_\_\_

(SSN or ITIN - required for

**Part II. Seller Assurances**

True	False	
<input type="checkbox"/>	<input type="checkbox"/>	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
<input type="checkbox"/>	<input type="checkbox"/>	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
<input type="checkbox"/>	<input type="checkbox"/>	(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
<input type="checkbox"/>	<input type="checkbox"/>	(4) At least one of the following three statements applies: The sale or exchange is of the entire residence for \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less. ...OR... I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5 -year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2 -year period ending on the date of the sale or exchange of the principal residence.
<input type="checkbox"/>	<input type="checkbox"/>	(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
<input type="checkbox"/> <input type="checkbox"/> N/A	<input type="checkbox"/>	(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Signature \_\_\_\_\_

Date \_\_\_\_\_

To qualify for this exemption each seller, including husband and wife sellers, must sign a separate form answering "True" to all the required questions.

If all questions are NOT answered "True" on this form, this form is not needed and seller(s) must fill out the 1099-S Input Form.