

# Seller's Guide

EVERYTHING YOU NEED TO KNOW  
ABOUT SELLING A HOME.



Selling a home is a memorable milestone.

Don't trust it to just anybody; get the help of The Kuit Team. We make the dream of property ownership a reality.





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# BEFORE YOU PUT YOUR HOME ON THE MARKET

Preparation makes the selling process smoother and more efficient. Just like in the buying process, a real estate agent can be a huge asset. Real estate agents can guide you on preparing your home for potential buyers, pricing your home to sell and negotiating a good deal. They can also assist with closing. Be sure to tell your agent any timing requirements you may have for selling your home, as these may affect the price you set.

## FOCUS ON FIRST IMPRESSIONS

Regardless of whether you use a real estate agent, you'll want to get your home ready for prospective buyers prior to putting it on the market. Taking the following steps can mean the difference between a potential buyer going inside and driving by.

- Walk through the home and ask yourself, "Would I buy this home?"
- Try to take your feelings out of the equation and look at your home objectively.
- Make a list of things needing repairs or changes, but don't make major changes that will cost more to do than a buyer will pay
- Prioritize the list in relation to when the house is going on the market. (Projects that require numerous resources such as contractors, remodelers, etc., should be first.)
- Prepare a timetable for repairs and changes, and stick to it.







# SHOWING YOUR HOME

Your home needs to be ready to show at all times. In addition to the steps you’ve already taken to get your home ready to go on the market, here are some extra tips to help ensure your home makes the best possible impression at showing:

- Keep every room clean and tidy, and make all the beds.
- Put dirty dishes in the dishwasher or wash and stack them neatly in the sink.
- Eliminate pet smells, clean carpets and drapes, empty trash often, and refrain from cooking strong-smelling foods Introduce good smells such as flowers, potpourri and air fresheners.
- Baking a pie or cookies is another clever tactic.
- Let in light.
- Brightness improves a home’s atmosphere.
- Make sure the temperature is comfortable.
- Set the dining room table to create a homey environment.
- Hire a cleaning service once a week to keep the house in show condition.
- Leave the house during a showing so that the buyers can feel free to ask the real estate agent candid questions.
- Turn off radios and televisions. Keep pets out of the way.

# 15-MINUTE, PRESHOWINGCHECKLIST

When your real estate agent calls and says a potential buyer is en route, here is a quick checklist to make sure you’re ready

## Bedrooms, Living Room and Dining Areas

- ☐ Turn on lights.
- ☐ Open curtains.
- ☐ Make beds.
- ☐ Remove random items from tables and floors.

## Kitchen

- ☐ Put dirty dishes in the dishwasher.
- ☐ Empty the trash.
- ☐ Clear and wipe down counters.

## Bathrooms

- ☐ Flush toilets.
- ☐ Shine fixtures.
- ☐ Hang towels neatly.
- ☐ Empty the trash.
- ☐ Wipe counters.

## Exterior

- ☐ Close garage door.
- ☐ Pick up yard debris and trash.





## THE HOME-SELLING PROCESS

Selling a home involves a complex settlement process that takes careful planning. Our team at Stewart Title is here to help simplify the process and ensure a smoother, more enjoyable closing experience.

**Making an Offer.** Once the buyer makes an offer, the real estate professional will present it to the seller. The seller may accept, counter or reject the purchase offer. This process may take anywhere from a few days to a few weeks.

**Opening Escrow.** Escrow opens, and the buyer deposits earnest money. The escrow company will handle all funds associated with the transaction.

**Entering the Contingency Period.** The purchase agreement will outline a period of time during which the seller must satisfy various contingencies, such as obtaining a property inspection and an appraisal. Once the seller's required transaction documents are completed, the real estate agent will present them to the buyer for review. These documents may include the following:

- Real Estate Transfer Disclosure Statement
- Physical inspection of property
- Property pest inspection
- Other disclosure forms

**Closing Escrow.** When all conditions of the purchase agreement have been satisfied, the seller will execute all the required closing and transfer documents. The transaction is completed when the buyer's lender funds the loan, the transaction documents are recorded with the county, and the existing mortgage on the home is paid off.

## THE HOME INSPECTION PROCESS

The purpose of a home inspection is to ensure that a buyer knows the condition of the home prior to completing the transaction.

Home inspections can be of many types. A general home inspection is an evaluation of the condition of a residential property's general integrity, functionality and overall safety. A pest home inspection looks for any active infestation by wood-destroying organisms and details the extent to which repairs are needed. Geological inspections evaluate soil condition, ground stability and past geological activity in the area.

Occasionally, some sellers opt to do a home inspection when they list their property, in order to determine in advance which items might be challenges to selling and to address issues that positively impact the competitive marketability and desirability of a home. Properly maintained homes typically go into escrow faster.

### Who Pays?

Your Purchase and Sale Agreement will specify who is responsible for the cost of inspection and for making any needed corrections or repairs. It is negotiable between the parties and should be considered carefully. Your agent will advise you what is customary and prudent.

## COMMON DEFECTS FOUND DURING HOME INSPECTIONS

The majority of home inspection findings tend to be routine in nature, but some reveal construction defects and common safety violations:

- Building violations
- Roofing defects
- Ceiling stains
- Electrical safety hazards
- Water intrusion
- Rotten wood
- Unsafe fireplace and chimney conditions
- Firewall violations in garages
- Faulty installation of water heaters
- Hazardous conditions involving gas heaters



## UNDERSTANDING A HOME WARRANTY

A home warranty is basically an insurance policy that covers the mechanical, electrical and plumbing systems of a house against unforeseeable events after the closing of escrow.

The cost typically ranges from \$300 and up, based on where you live and the level of coverage you need, and is prepaid a year in advance. After closing, the policy is mailed to the new policy holder and can be renewed on an annual basis.

Home warranties are helpful in warding off potential disputes regarding repair and replacement of covered items after the home has sold. Local customs usually dictate whether the seller or the buyer pays for the home warranty; however, the seller often pays for it so as to avoid dealing with calls from the buyer should something break after closing.

### Types of Coverage

Coverage varies from state to state and from policy to policy. Basic home warranty plans cover routine heating, plumbing and electrical systems. Air conditioning, pools, spas and appliances are often charged on a per-item basis. More comprehensive plans cover such items as irrigation systems, roofs and garage-door openers.

### How it Works

Once the policy is in effect and when service is needed, the policy holder often has the option of either having the warranty company call to arrange service from an outside service company or calling the warranty company's in-house service department directly to arrange service. The level of coverage and replacement or repair depends upon the type of home warranty purchased.

### How it Works

If the buyer is securing a new loan to purchase your home, the buyer's lender will require and obtain an appraisal to determine the fair market value of the property. The appraiser will assess both the home's interior and exterior and will also research "comparables": homes in the area that are similar to yours in terms of size, age, construction and amenities, and which have sold in the past six months. The appraiser will then provide the buyer's lender with a report detailing his or her assessment of the home's market value.

**DON'T LIKE THE APPRAISAL?** If you, as a seller, don't believe the appraisal is a fair representation of your property, talk with your REALTOR.®





# CAPITAL GAIN TAX RATES

## 1031 Exchanges Can Defer the 3.8% NIIT and Capital Gains Taxes

The familiar adage, “It’s not how much you make, but how much you keep” rings truer than ever for taxpayers who are real estate investors facing today’s high tax rates. Fortunately, IRC Section 1031, a provision in the tax code since 1921, provides critically needed tax deferral. Reflected below is a summary of the four ways a taxpayer could be taxed on the sale of an investment property if they do not take advantage of a 1031 exchange:

- 1. Depreciation Recapture** – First, taxpayers will be taxed at a rate of 25% on all depreciation recapture.
- 2. Federal Capital Gain Taxes** – Next, taxpayers owe federal capital gain taxes on the remaining economic gain depending upon their taxable income. Taxpayers exceeding the \$434,550, taxable income threshold for single filers and married couples filing jointly with over \$488,850 in taxable income will be subject to a 20% capital gain tax rate. The 15% capital gain tax rate generally applies to taxpayers below these threshold income amounts.
- 3. Net Investment Income Tax Pursuant to IRC Section 1411** – When applicable, an additional 3.8% surtax applies to taxpayers with “net investment income” who exceed threshold income amounts of \$200,000 for single filers and \$250,000 for married couples filing jointly. Pursuant to IRC §1411, “net investment income” includes interest, dividends, capital gains, retirement income and income from partnerships (as well as other forms of “unearned income”).
- 4. State Taxes** – Last, taxpayers must also take into account the applicable state tax, if any, to determine their total taxes owed.

Despite high overall taxes owed when combining these four levels of taxation at the disposition of an investment property, one aspect of the tax code provides real estate investors with a significant tax advantage: Section 1031 exchanges allow taxpayers holding real property for investment purposes to defer taxes that would otherwise be recognized upon the sale of investment property.

### Federal Capital Gain Tax Rates

Single Taxpayer	Married Filing Jointly	Capital Gain Tax Rate	Section 1411 NIIT Surtax*	Combined Tax Rate
\$0 - \$39,375	\$0 - \$78,750	0%	0%	0%
\$39,376 - \$200,000	\$78,751 - \$250,000	15%	0%	15%
\$200,001 - \$434,550	\$250,001 - \$488,850	15%	3.8%	18.8%

\* The 3.8% NIIT surtax only applies to “net investment income” as defined in IRC §1411.

# FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT

The Foreign Investment in Real Property Tax Act (FIRPTA) was enacted for the purpose of imposing a tax on foreign persons selling real-property interests in the United States. FIRPTA requires buyers of real-property interests to withhold taxes from foreign sellers upon the sale of the property. The tax withholding is considered a prepayment of anticipated taxes, which the IRS will require from a foreign person\* selling any U.S. real- property interest.

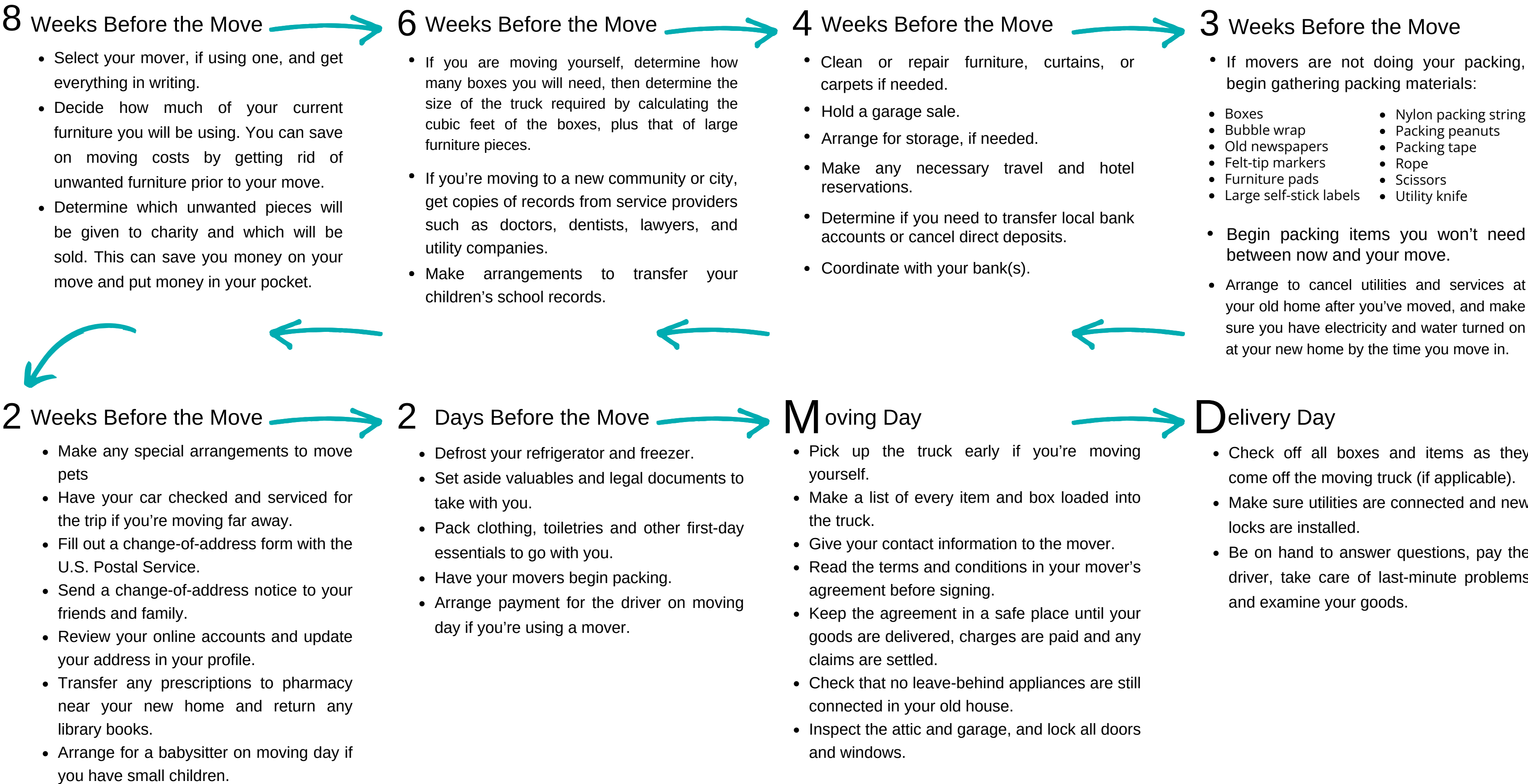
	Withholding Rate	Total Sales Price
All investment property sold by foreign persons to buyers that do not intend to reside** in the property as defined in the Internal Revenue Code (IRC).	15%	Any sales price
Buyer intends to “reside”** in the property (as defined in the IRC).	15%	Full sales price GREATER THAN OR EQUAL TO \$1 million
Buyer intends to “reside”** in the property (as defined in the IRC).	10%	Full sales price GREATER than \$300,000 and LESS than \$1 million
Buyer intends to “reside”** in the property (as defined in the IRC).	0%	Full sales price LESS THAN OR EQUAL TO \$300,000

\* Information on the IRS definition of foreign person may be found at <https://www.irs.gov/individuals/international-taxpayers/foreign-persons>.

\*\* The definition of residence, under the Internal Revenue Code (IRC), along with exceptions, may be found at <https://www.irs.gov/individuals/international-individuals>.



# MOVING TIME TABLE





TIPS FOR MOVING

# CHANGE OF ADDRESS

Below you'll find an organized checklist of all of the institutions and individuals you need to notify of your new address. This can reduce some of the stress you're feeling and help to make sure nothing slips through the cracks. Most organizations allow you to make an address change online. The list of utilities to call includes:

- ☐ Electric
- ☐ Water
- ☐ Gas
- ☐ Telephone
- ☐ Cable and internet
- ☐ Sewer
- ☐ Postal service
- ☐ Trash collection
- ☐ Newspaper delivery
- ☐ Regular home care service

Once you've arrived at your new home, always start your address change process by notifying the Department of Motor Vehicles. In some states, you have less than a month to update your records. Below is comprehensive list of entities that may or may not apply to you, but it's possible you'll need to change your address with the following:

- ☐ Department of Motor Vehicles

☐ Post office    Bank (order new checks)

☐ Voter registration

☐ Human resources and payroll where you work

☐ Magazine subscriptions

☐ Insurance            companies            (auto, home/renters, life, etc.)

☐ Doctors offices

☐ Schools (yours/your kids)
- ☐ Places of worship

☐ Personal and professional clubs, licensing boards, organizations, and memberships such as AAA Gym memberships

☐ Lawyer

☐ Financial advisor/investment firm Accountant

☐ Possibly the IRS (Form 8822), especially if between filing and receiving a return/refund or if you pay quarterly taxes

☐ Friends and family







# TRANSFERRING TITLE BY DEED

In California there are a number of common deed forms that may be used by individuals or entities to transfer title to real property. There is also a statutory form of deed called the Revocable Transfer Upon Death deed that does not transfer a present interest in real property but may be used for estate-planning purposes. The chart below provides a comparison of certain characteristics and effects of using a quitclaim deed, grant deed and a Revocable Transfer Upon Death deed.

	Quitclaim Deed	Grant Deed	Revocable Transfer Upon Death Deed
Statutory basis	Yes	Yes	Yes
Must be recorded <sup>1</sup>	No	No	Yes, within 60 days of execution
Must be signed/dated before a notary <sup>2</sup>	No	No	Yes
Conveys present interest	Yes, if any exists	Yes	No
Contains warranties	No	Yes	Depends
Can be rescinded after execution/delivery	No	No	Yes
Transfers only upon death, if at all	No	No	Yes
Subsequent will, judgment, deed voids transfer	Maybe	Maybe	Yes
Primarily used as probate avoidance	No	No	Yes
Used for one to four single-family residences only	Not only	Not only	Yes

The content in this brochure is intended for general information only. It is not intended as legal advice and is subject to change without notice. Seek professional advice before relying upon this information.

- 1.Assembly Bill No.139 approved by the governor and chaptered by the secretary of state on September 21, 2015.
- 2.Recording is not statutorily required to be effective as between the parties; however, for title insurance purposes and proper notice to third parties, deeds must be recorded.
- 3.Similar to recording, although it may not be statutorily required to have the deed notarized to be effective as between the parties; for title insurance purposes and proper notices to third parties, deeds must be notarized to be recorded.



# PROPERTY TAX CALENDAR

## The Tax and Insurance Impound Schedule

**First installment: July 1 through December 31** Add two months for standard loans.

JUL	AUG	SEPT	OCT	NOV	DEC
July 1 Beginning of the fiscal tax year		September Tax bills mailed		November 1 First installment due	December 10 Installment delinquent

**Second installment: January 1 through June 30**  
Add four months for government loans.

JAN	FEB	MAR	APR	MAY	JUN
	February 1 Second installment due	March 1 Assessment date	April 10 Second installment delinquent		

Note: Homeowner must own and occupy property on March 1 in order to be eligible for applicable exemptions.

A tax and insurance impound account is an account through the lender that can be set up with your new home loan through the lender. This will pay your property taxes and/or insurance when due. The account may be optional or may be required by the lender. When the tax and insurance impound account is first set up, a deposit of two to six months of property taxes and generally two to three months of insurance is placed into the account. This is known as the impound deposit. Once the loan has been paid in full, the lender should forward the balance of the impound account to the owner within 30 days.

## Tax Impound Reserve Schedule

Closing Months	First Payment	In Escrow – Pay First Installment	In Escrow – Pay Second Installment	Estimated Number or Months Required by Lender to Impound (or as Instructed by Lender)
January	March		Yes	6
February	April		Yes	7
March	May		Yes	2
April	June		Yes	3
May	July			4
June	August			5
July	September			6
August	October	No		7
September	November	No		8
October	December	Yes		9
November	January	Yes		4
December	February	Yes		5

Impound accounts generally require an initial deposit of two to six months’ worth of property taxes and two to three months’ worth of insurance.

The information and dates provided are for informational purposes and are subject to change without notice. Seek legal, tax or other professional advice before relying upon this information.





# THE GENERAL ESCROW PROCESS

After a purchase agreement has been signed, the escrow company steps in as a neutral third party to process and oversee the money and documents involved in transferring property ownership. The buyer and seller will sign escrow instructions, which list the contingencies from the purchase agreement and any other requirements for escrow to close.

The escrow company will require you to also complete a Statement of Identity form in order to differentiate you from others who may have the same name and, possibly, judgments, bankruptcies and liens filed against them.

## THE ESCROW COMPANY'S ROLE

While the transaction is in escrow, the escrow company will do the following:

- Order demands and other documents and information required for closing.
- Contact the buyer’s lender to coordinate loan funding.
- Coordinate payoff of the seller’s mortgage.
- Forward the deed and other transaction-related documents to the county recorder for recording.
- Handle final accounting and disbursement of any remaining funds to all parties.
- Issue settlement statements, HUD 1s, seller’s Closing Disclosures and, if applicable, lender’s Closing Disclosures.

## FUNDING THE TRANSACTION

Typically, buyers deposit a down payment and sellers deposit the deed and other necessary documents with the escrow company. Prior to the close of escrow, the buyer deposits the balance of funds and the lender funds the loan.

## CLOSING ESCROW

The length of the escrow period is determined by the buyer, seller and real estate agents. It can range from a few days to several months and will be specified in the purchase agreement. However, before escrow can close, several events must first occur:

- All parties must sign the escrow and closing documents.
- All contingencies in the purchase agreement must be satisfied and removed.
- All monies required for closing, including the lender’s funds, must be deposited into escrow.
- Transaction documents must be recorded with the county.
- All funds must be disbursed.

With the recording of the documents, which signifies the legal transfer of title, escrow closes. The buyer then receives the keys to their new home.

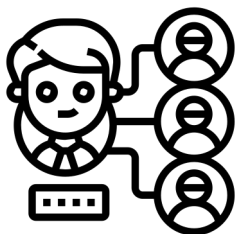
## WHO ARE INVOLVED IN THE ESCROW PROCESS?



SELLER



SELLER'S REAL ESTATE  
PROFESSIONAL



THE ESCROW COMPANY  
(NEUTRAL THRID PARTY)



BUYER



BUYER'S LENDER



BUYER'S REAL ESTATE  
PROFESSIONAL



# YOU ARE IN ESCROW. SO NOW WHAT?



- |   |   |    |  |
|---|---|----|--|
| 1 | <b>Purchase Agreement is provided to escrow and reviewed by the escrow team.</b>  | 9  | <b>Escrow prepares estimated closing statements for buyer's and seller's review and approval, together with seller's CD, if required.</b>  |
| 2 | <b>Buyer's deposit is received, and preliminary report is requested.</b>  | 10 | <b>Buyer's signing appointment is scheduled, documents are prepped for signing, escrow paperwork is added, and appointment with seller is made, if required.</b>                 |
| 3 | <b>Preliminary report is received, reviewed and distributed.</b>  | 11 | <b>Funds are requested and received from buyer and seller, if required. Upon receipt of buyer's and seller's funds as may be required, loan funds are requested from lender.</b> |
| 4 | <b>Escrow instructions and documents are prepared and distributed as per local practice.</b>  | 12 | <b>Upon receipt of all funds required to close, recordable documents are forwarded to county recorder's office with authorization to record.</b>                                 |
| 5 | <b>Information and signatures from principal(s) are requested. This includes payoff of underlying loans and statements of Information from sellers.</b> | 13 | <b>Recording confirmation is received.</b>   |
| 6 | <b>Demand(s) are requested and received.</b>  | 14 | <b>Disbursements are made and closing packages are released.</b>   |
| 7 | <b>Data entries are made for payoffs, commissions, etc.</b>   |    |  |
| 8 | <b>If financing is involved, loan approval is received and loan documents arrive from the lender.</b>   |    |  |



# WHO PAYS FOR WHAT?

## Escrow Charges, Title Fees and Transfer Taxes

County	Escrow Charges	Title Fees (Owner's Policy)	County Transfer Tax (Per Thousand Unless Stated Otherwise)	City Transfer Tax (Per Thousand Unless Stated Otherwise)
Alameda	Buyer pays	Buyer pays	Seller pays \$1.10 (Except in the city of Alameda – 50/50)	50/50* Alameda \$12.00 Albany \$15.00 Berkeley \$0 - \$1,500,000 and less \$15.00 \$1,500,001 and above \$25.00 Emeryville \$12.00 Hayward \$8.50 Oakland \$300,000 or less \$10.00 \$300,001 to \$2,000,000 \$15.00 \$2,000,001 to 5,000,000 \$17.50 \$5,000,001 and above \$25.00 Piedmont \$13.00 San Leandro \$11.00
Alpine (Calaveras Side)	50/50	50/50	Seller pays \$1.10	None
Alpine (El Dorado Side)	50/50	Buyer pays	Seller pays \$1.10	None
Amador	50/50	Buyer pays	50/50 \$1.10	None
Calaveras (Bear Valley)	50/50	Buyer pays	Seller pays \$1.10	None
Calaveras (San Andreas)	50/50	50/50	Seller pays \$1.10	None
Colusa	50/50	50/50	Seller pays \$1.10	None
Contra Costa	Buyer pays	Buyer pays	Seller pays \$1.10	50/50 El Cerrito \$12.00 Richmond \$100 to \$1,000,000 \$7.00 \$1,000,001 to \$3,000,000 \$12.50 \$3,000,001 to \$10,000,000 \$25.00 \$10,000,001 and above \$30.00
El Dorado	50/50	50/50	Seller pays \$1.10	None
Fresno	50/50	Seller pays	Seller pays \$1.10	None
Glenn	50/50	50/50	Seller pays \$1.10	None
Imperial	50/50	Seller pays	Seller pays \$1.10	None
Inyo	50/50	Seller pays	Seller pays \$1.10	None
Kern	50/50	Seller pays	Seller pays \$1.10	None
Kings	50/50	Seller pays	Seller pays \$1.10	None
Lake	Buyer pays	Buyer pays	Seller pays \$1.10	None
Los Angeles	50/50	Seller pays	Seller pays \$1.10	Seller pays: Culver City \$1,500,000 to \$2,999,999 \$15.00 \$3,000,000 to \$9,999,999 \$30.00 \$10,000,000 and above \$40.00 Los Angeles \$4.50 Pomona \$2.20 Redondo Beach \$2.20 Santa Monica \$3.00
Madera	50/50	Seller pays	Seller pays \$1.10	None
Marin	Buyer pays	Buyer pays	Seller pays \$1.10	Seller pays: San Rafael \$2.00
Mariposa	50/50	50/50	Seller pays \$1.10	None
Mendocino	Buyer pays	Buyer pays	Seller pays \$1.10	None
Merced	50/50	50/50	Seller pays \$1.10	None
Mono	50/50	Seller pays	Seller pays \$1.10	None
Monterey (Salinas)	50/50	Seller pays	Seller pays \$1.10	None
Monterey (Peninsula)	Seller pays	50/50	Seller pays \$1.10	None
Napa	Buyer pays	Buyer pays	Seller pays \$1.10	None
Nevada	50/50	50/50	Seller pays \$1.10	None
Orange	50/50	Seller pays Owner's Buyer pays Lender's	Seller pays \$1.10	None
Placer	50/50	Seller pays	Seller pays \$1.10	None
Riverside	50/50	Seller pays	Seller pays \$1.10	Seller pays: City of Riverside \$1.10

County	Escrow Charges	Title Fees (Owner's Policy)	County Transfer Tax (Per Thousand Unless Stated Otherwise)	City Transfer Tax (Per Thousand Unless Stated Otherwise)
Sacramento	Seller pays	Seller pays	Seller pays \$1.10	50/50 Sacramento \$2.75
San Benito	Seller pays	Seller pays	Seller pays \$1.10	None
San Bernardino	50/50	Seller pays	Seller pays \$1.10	None
San Diego	50/50	Seller pays Owner's Buyer pays Lender's	Seller pays \$1.10	None
San Francisco	Buyer pays	Buyer pays	Seller pays \$0 - \$250,000 \$5.00 \$250,001 - \$999,999 \$6.80 \$1,000,000 - \$4,999,999 \$7.50 \$5,000,000 - \$9,999,999 \$22.50 \$10,000,000 - \$24,999,999 \$27.50 \$25,000,000 and up \$30.00	Included with County Transfer Tax
San Joaquin	50/50	50/50	Seller pays \$1.10	None
San Luis Obispo	50/50	Seller pays or split	Seller pays \$1.10	None
San Mateo	Buyer pays	Buyer pays	Seller pays \$1.10	50/50 San Mateo 0.5% property value
Santa Barbara	50/50	Seller pays	Seller pays \$1.10	None
Santa Clara	Seller pays	Seller pays	Seller pays \$1.10	50/50 Mountain View \$3.30 Palo Alto \$3.30 San Jose \$1 to \$1,999,999 \$3.30 \$2,000,000 to \$4,999,999 \$3.30 + \$7.50 \$5,000,000 to \$9,999,999 \$3.30 + \$10.00 \$10,000,000 and above \$3.30 + \$15.00
Santa Cruz	50/50	50/50	Seller pays \$1.10	None
Solano	Buyer pays	Buyer pays	Seller pays \$1.10	Seller pays: Vallejo \$3.30
Sonoma	Buyer pays	Buyer pays	Seller pays Cloverdale \$1.10 Cotati \$1.10 Healdsburg \$1.10 Petaluma \$1.10 Rohnert Park \$1.10 Santa Rosa \$1.10 Sebastopol \$1.10 Sonoma \$1.10 Windsor \$1.10 Unincorporated Area \$1.10	Seller pays  Petaluma \$2.00  Santa Rosa \$2.00  Unincorporated Area n/a
Stanislaus	50/50	50/50	Seller pays \$1.10	None
Turlock	50/50	50/50	Seller pays \$1.10	None
Modesto (City)	50/50 or as negotiated	Seller pays or as negotiated	Seller pays \$1.10	None
Patterson (City)	50/50 or as negotiated	50/50 or as negotiated	Seller pays \$1.10	None
Sutter	Seller pays	Seller pays	Seller pays \$1.10	None
Tulare	50/50	Seller pays	Seller pays \$1.10	None
Tuolumne	50/50	50/50	Seller pays \$1.10	None
Ventura	50/50	Seller pays	Seller pays \$1.10	None
Yolo (Davis)	50/50	50/50	Seller pays \$1.10	None
Yolo (Woodland)	50/50	Seller pays	Seller/Buyer negotiated \$1.10	Seller/Buyer negotiated \$1.10
Yuba	Seller pays	Seller pays	Seller pays \$1.10	None

\*50/50 = Buyer Pays 50%, Seller Pays 50%.

Please note: The information and rates supplied are customary and subject to change and must be verified with the appropriate governmental agency at the time of purchase or sale to ensure accuracy. The information supplied is accurate as of January 18, 2021. Stewart Title is not responsible for the accuracy of this information.

Source: SPL Inc.



GLOSSARY OF REAL ESTATE TERMS

**Lien**  
A claim one person holds on the property of another as security for money owed. Such claims may include obligations not met, judgments, unpaid taxes, materials or labor.

**Loan Application Fee**  
Paid to the lender at the time of application. The amount varies by lender.

**Loan Discount (or Discount Points)**  
Loan discounts are a form of prepaid interest. One point equals generally 1% of the loan amount. By charging a borrower points, a lender effectively increases the yield on the loan above the amount of the stated interest rate. Borrowers can offer to pay a lender points as a method to reduce the interest rate on the loan, thus obtaining a lower monthly payment in exchange for this up-front payment. For each point purchased, the loan rate is typically reduced by 0.125%,but check with your lender for the specific reduction.

**Loan Estimate Form and Closing Disclosure Form**  
These forms are intended, in the words of the Consumer Financial Protection Bureau (CFPB), to help consumers make informed decisions when shopping for a mortgage and avoid costly surprises at the closing table. These forms are required in most transactions.

**Maintenance Fee**  
Periodic charge by the homeowners association as set out in the subdivision restrictions.

**Maturity Date**  
The last day of the term of the home-loan agreement. The home loan must then be paid in full, or the home-loan agreement must be renewed or refinanced.

**Mortgage (or Deed of Trust)**  
A legal agreement containing the lender’s terms and conditions, in which the owner pledges his/her/its title to real property to the lender as security for a loan described in a promissory note (In a promissory note, a mortgagee lends the money to a mortgagor, the borrower.) Mortgages are normally recorded in the county records.

**Mortgagee’s (or Lender’s) Title Policy**  
A title insurance policy that insures the validity, enforceability and priority of a lender’s lien. This policy does not provide protection for the owner.

**Multiple Listing Service (MLS)**  
System of offering the property through many real estate agents.

**Offer to Purchase**  
A formal legal agreement that offers a specified price for a specified property. The offer may be firm (no conditions attached) or conditional (certain conditions apply).

**Option to Buy**  
Legal agreement giving the buyer the right to purchase property at a certain time and price. An option fee, usually a percentage of the price or fixed amount, is payable and may be forfeited if the buyer does not go through with the transaction. Option may be refunded if conditions are not met.

**Origination Fee**  
A fee the borrower pays the lender to originate a new loan.

**Owner’s Title Policy**  
Insures that the buyer has the title to the property, subject to policy terms.

**PITI**  
Abbreviation for principal, interest, taxes and insurance (PITI) – all of which can be lumped together in your monthly mortgage payment.

**Power of Attorney (POA)**  
A written authorization by a person to another person to act for him on his behalf.

**Principal**  
The actual amount of money that has been borrowed to buy a property.

**Private Mortgage Insurance (PMI)**  
Insurance against a loss by a lender (mortgagee) in the event of default by a borrower (mortgagor). PMI is often required for larger loans.

**Real Estate Professional Fee**  
Usually called commission, the amount paid to real estate professionals as compensation for their services.

**Recording Fees**  
Charged by the county clerk to record documents in the public records.

**Restrictions**  
These limit the way in which a property can be used or modified and are written into (or referred to in) the deed for the property. They are usually enforced by the developer or builder, the neighborhood or the homeowners association. A certified copy of deed restrictions is usually required by the lender. Restrictions normally have a termination date but may be renewed.

**Settlement**  
Completion of sale when the balance of the contract price is paid to the seller and the buyer is legally entitled to take possession of the property.

**Survey**  
Confirms lot size and identifies any encroachments or restriction violations.

**Tax Proration**  
The seller and buyer split up property taxes based on the length each party has owned the home during the year.

**Title Insurance**  
Title insurance protects real estate owners and lenders against any property loss or damage they might experience because of liens, encumbrances or defects in the title to the property. Each title insurance policy is subject to specific terms, conditions and exclusions.

**Title Search**  
The process of examining the land title to determine the terms and conditions under which the title company will issue a title policy.

IMPORTANT CONTACT INFORMATION

Real Estate Agent

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZI \_\_\_\_\_

Work \_\_\_\_\_ Cel \_\_\_\_\_ P \_\_\_\_\_

Email \_\_\_\_\_

Notes \_\_\_\_\_

Title and Escrow Company

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZI \_\_\_\_\_

Work \_\_\_\_\_ Cel \_\_\_\_\_ P \_\_\_\_\_

Email \_\_\_\_\_

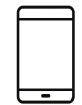
Notes \_\_\_\_\_



# Here's how you can get in touch with me



205 S Chapel Ave #A,  
Alhambra, Ca 91801



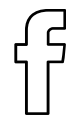
(626) 524-8210



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