



**Fidelity National Title Agency, Inc.**

1580 N. Kolb Rd, #100, Tucson, AZ 85715

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**SELLER & BUYER QUESTIONNAIRE**  
**FOR PREPARATION OF SALE ESCROW INSTRUCTIONS**

IN RESPONSE TO YOUR REQUEST TO PREPARE SALE ESCROW INSTRUCTIONS, WE ASK THAT YOU COMPLETE THIS QUESTIONNAIRE AND RETURN IT TO OUR OFFICE. THIS INFORMATION MUST BE PROVIDED TO FIDELITY NATIONAL TITLE AGENCY, INC. BEFORE WE CAN PREPARE SALE ESCROW INSTRUCTIONS. SALE ESCROW INSTRUCTIONS ARE INSTRUCTIONS THAT BOTH BUYER AND SELLER WILL SIGN INSTRUCTING FIDELITY NATIONAL TITLE AGENCY, INC. AS TO HOW THIS TRANSACTION IS TO BE CLOSED. SALE ESCROW INSTRUCTIONS ARE NOT A CONTRACT.

BUYING AND SELLING REAL ESTATE CAN HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. WE STRONGLY URGE YOU TO SEEK THE ADVICE OF A LICENSED ATTORNEY OR CERTIFIED PUBLIC ACCOUNTANT PRIOR TO ENTERING INTO OR CLOSING A REAL ESTATE TRANSACTION. YOU MAY ALSO WISH TO EMPLOY THE SERVICES OF A LICENSED REAL ESTATE AGENT. FIDELITY NATIONAL TITLE AGENCY, INC. IS A NEUTRAL THIRD PARTY AND CANNOT NEGOTIATE OR GIVE LEGAL OR FINANCIAL ADVICE TO YOU REGARDING THIS TRANSACTION OR ANY CONTRACT OR DOCUMENTS PREVIOUSLY ENTERED INTO.

**PLEASE READ THIS ENTIRE FORM CAREFULLY AND ANSWER ALL APPLICABLE QUESTIONS. IF ANY INFORMATION DOES NOT APPLY TO YOUR TRANSACTION, ENTER "N/A". PLEASE PRINT CLEARLY OR TYPE ALL INFORMATION**

**1. SELLER INFORMATION**

Name of seller as it appears on the current Deed:

\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street or Box Number

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Day (work) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Evening (home) Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**2. BUYER INFORMATION**

Name of buyer(s) as it is to appear on the new Deed:

\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street or Box Number

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Day (work) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Evening (home) Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Individual Buyer's Marital Status:

- \_\_\_\_\_ Single
- \_\_\_\_\_ Unmarried (divorced)
- \_\_\_\_\_ Married - husband and wife
- \_\_\_\_\_ Married - sole and separate from spouse
- \_\_\_\_\_ Name of Spouse \_\_\_\_\_

For purposes of Disclaimer Deed

- \_\_\_\_\_ Widow \_\_\_\_\_ Widower
- \_\_\_\_\_ Husband and wife

Manner in which title will be held:

- \_\_\_\_\_ Community Property Estate (husband and wife only)
- \_\_\_\_\_ Community Property with Right of Survivorship (husband and wife only)
- \_\_\_\_\_ Joint Tenants with Right of Survivorship
- \_\_\_\_\_ Tenants in Common (must provide undivided interest to be held by each buyer)

Occupancy:

- \_\_\_\_\_ Buyer will occupy the property as a primary residence
- \_\_\_\_\_ Buyer will occupy the property as a secondary residence
- \_\_\_\_\_ Buyer does not intend to occupy the property

**3. PROPERTY INFORMATION**

**Escrow cannot be opened without the following information. You may attach a copy of your Deed or current policy of Title Insurance.**

Subject property is located in \_\_\_\_\_ County, Arizona

Legal Description of subject property: \_\_\_\_\_

OR attach the legal description.

Street address of subject property: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Tax Parcel Number of subject property: \_\_\_\_\_

**4. MANUFACTURED HOUSING OR MOBILE HOME INFORMATION**

Does the sale of the property include the transfer of a mobile home? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, is the mobile home affixed by a recorded Affidavit of Affixture? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are personal property taxes paid separately from real property taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, provide tax roll number(s) for personal property taxes: \_\_\_\_\_

IF THE MOBILE HOME IS NOT LEGALLY AFFIXED, THE ORIGINAL TITLES (S) MUST BE DEPOSITED INTO ESCROW AT THE TIME ESCROW IS OPENED. IF THE SELLER CANNOT PROVIDE THE ORIGINAL CERTIFICATE(S) OF TITLE, THE SELLER MUST APPLY FOR DUPLICATE CERTIFICATE(S) OF TITLE AND PROVIDE THEM TO ESCROW IMMEDIATELY UPON RECEIPT FROM ARIZONA DEPARTMENT OF MOTOR VEHICLES. In either event, Fidelity National Title Agency, Inc. will conduct an ownership and lien search of the title(s) to any manufactured housing included in this transaction at your expense. YOU WILL BE REQUIRED TO PLACE A NON-REFUNDABLE DEPOSIT INTO ESCROW AT THE TIME ESCROW IS OPENED TO COVER THE COST OF THAT SEARCH.

**5. CLOSING DATE**

Closing shall be the day the deed is recorded. The deed is to record on: \_\_\_\_\_

**6. SALE PRICE & FINANCING TERMS**

+\$ \_\_\_\_\_  
+\$ \_\_\_\_\_  
+\$ \_\_\_\_\_  
+\$ \_\_\_\_\_

Earnest Money  
Additional cash due on or before close of escrow  
Other:  
Balance of Sales Price to be evidenced by:  
\_\_\_\_\_ Cash  
\_\_\_\_\_ New Financing (complete Section 6A)  
\_\_\_\_\_ Assumption of existing loan (Complete Section 6B)  
\_\_\_\_\_ Seller Carry-Back Financing (Complete Section 6C. If this is a "wrap", also complete Section 6D)

=\$ \_\_\_\_\_ **TOTAL Sale Price +These items must add up to the Total Sales Price.**

**6A. NEW FINANCING**

The cost of a loan is determined by the lender and the loan program under which the Buyer will qualify. If the Buyer is to obtain an FHA or VA loan, there are certain loan costs that cannot be paid by the Buyer and must be paid by the Seller. VA requires that the Seller pay the entire escrow fee. The lender should be contacted directly for a good faith estimate of fees incurred for the loan.

Type of Loan: \_\_\_\_\_ Conventional \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_ Seller Carry-Back \_\_\_\_\_ Private

Name of Lender \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Street or Box Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

LOAN COSTS: Who is responsible for payment of costs associated with the Buyer's new loan?

Buyer       Seller       Split Equally  
 Other

FHA or VA Financing. In the event of an FHA or VA loan, Seller agrees to pay up to \$ \_\_\_\_\_

Of loan costs not permitted to be paid by the Buyer, IN ADDITION to the other costs Seller has agreed to pay. In the event of a VA LOAN, Seller shall also pay the entire escrow fee, as required by VA, IN ADDITION to other costs Seller has agreed to pay.

LOAN CONTINGENCY: A loan contingency means that if the Buyer cannot obtain the new loan after a good faith effort to qualify, the Buyer would not be obligated to close the transaction and would be entitled to a refund of any earnest money deposit.

Is the closing of this transaction contingent upon the Buyer obtaining a new loan?  Yes  No

**6B. EXISTING ENCUMBRANCE(S) BEING ASSUMED BY BUYER**

Buyer shall assume the existing loan(s) on the subject property as set forth in SECTION 7.

The balance of any encumbrance (s) being assumed is approximate. Any difference shall be reflected in the:

Cash Down Payment  
 Seller Carry-Back Financing  
 Sale Price  
 Other: \_\_\_\_\_

It shall be the responsibility of the Buyer and Seller to contact the existing lender to determine the qualifications for assumption and release of Seller from liability. Any documentation and advance fees required by the lender shall be provided directly to the lender by the Seller and/or Buyer, as agreed to between them.

Buyer shall start making payments with the payment due on \_\_\_\_\_ (payment date)

*(Interest is paid in arrears. For example, the June payment pays interest for May.)*

IMPOUNDS: Does the loan include an escrow/reserve account for payment of taxes, insurance or other items?

Yes  No If Yes, what will become of that account?  
 Transferred to the Buyer at a cost equal to the balance in said account  
 Transferred to the Buyer at no charge (only when there is NO proration of any impounded items)

LOAN ASSUMPTION FEES: How will the costs of the loan assumption be paid?

Buyer       Seller       Split Equally

INTEREST & MORTGAGE INSURANCE: Interest and any mortgage insurance premium shall be prorated accordingly at closing.

LOAN ASSUMPTION CONTINGENCY: A loan assumption contingency means that if the Buyer cannot qualify to assume the loan after a good faith effort has been made to qualify, or the lender will not allow the assumption of the loan, the Buyer would not be obligated to close the transaction and would be entitled to a refund of any earnest money deposit.

Is the closing of this transaction contingent upon the Buyer qualifying to assume an existing loan?  Yes  No

**6C. NEW LOAN FROM SELLER (if this is a "wrap", also complete section 6D)**

**TERMS OF SELLER CARRYBACK**

Loan Amount: \$ \_\_\_\_\_ Interest Rate \_\_\_\_\_ % per annum from close of escrow

Priority of Loan:  First  Second  Other

Type of Financing Instrument:  Note & Deed of Trust  Other

Payment Intervals:  Monthly  Quarterly  Semi-Annually  Annually  Other

The first payment is due on (date) \_\_\_\_\_ or \_\_\_\_\_ days from close of escrow

Interest may be adjusted accordingly at close of escrow.

Payment Amount: \$ \_\_\_\_\_ or more

Principal & Interest  Principal Only  Principal Plus Interest

LOAN TERM: The loan amount shall be amortized over a period of \_\_\_\_\_ years.

MATURITY DATE: The loan shall become due and payable in full on \_\_\_\_\_.

BALLOON PAYMENT: Will there be a "Balloon Payment" (remaining principal sum) at the time the loan is due and payable in full?  Yes  No

IMPOUND ACCOUNT: Will there be an impound account established with the Seller Carry-Back Financing for the payment of taxes, insurance or other items?  Yes  No

If Yes, what items are to be impounded: Taxes \_\_\_\_\_ Insurance \_\_\_\_\_ Other \_\_\_\_\_

OTHER LOAN TERMS: Are there any other provisions of the Seller Carry-Back Financing loan that you want to put into writing?

\_\_\_\_ Yes \_\_\_\_ No If Yes, state those provisions: \_\_\_\_\_

ACCOUNT SERVICING: An Account Servicing Agent is an unbiased third party that will hold all loan documents including a release, maintain a record of payments, provide payment coupons or statements, complete 1098 & 1099 interest reporting; and release the lien upon payment in full.

Will there be an Account Servicing Agent? \_\_\_\_ Yes \_\_\_\_ No If yes, how will the fees be paid?

Set-Up Fee \_\_\_\_\_ Buyer \_\_\_\_\_ Seller \_\_\_\_\_ Split Equally (including the cost of any impound account)  
Annual Fees \_\_\_\_\_ Buyer \_\_\_\_\_ Seller \_\_\_\_\_ Split Equally (including the cost of any impound account)  
Close-Out Fees \_\_\_\_\_ Buyer \_\_\_\_\_ Seller \_\_\_\_\_ Split Equally

The Account Servicing Agent shall be:

\_\_\_\_\_ Fidelity National Title Agency, Inc.  
\_\_\_\_\_ Other \_\_\_\_\_

TAX SERVICE CONTRACT: A Tax Service Contract is available that will provide the Seller with information regarding real estate taxes. In the absence of a tax impound account, a Tax Service Contract is available to inform Seller when unpaid real estate taxes become delinquent.

Does the Seller require a Delinquency Report Tax Service Contract? \_\_\_\_ Yes \_\_\_\_ No  
Who will pay for the Tax Service Contract? \_\_\_\_ Seller \_\_\_\_ Buyer \_\_\_\_ Split Equally

If a Tax Service Contract is required by the Account Servicing Agent for an impounded account, who will pay for the Tax Service Contract: \_\_\_\_ Seller \_\_\_\_ Buyer \_\_\_\_ Split Equally

The Tax Service Contract shall be ordered from:

\_\_\_\_\_ Fidelity National Title Agency, Inc.  
\_\_\_\_\_ Other \_\_\_\_\_

**6D. "WRAP" (ALL-INCLUSIVE SELLER CARRY-BACK FINANCING)**

***Not all existing obligations can be wrapped. The ability to close this transaction as a "wrap" will depend upon the type of underlying obligation (i.e. FHA, VA, Conventional, Private, credit line).***

Will the Seller remain responsible for any existing loan obligations secured by the property? \_\_\_\_ Yes \_\_\_\_ No

If Yes, indicate which loan(s) will remain Seller's obligation in SECTION 7 and complete all lender information.

The Seller must provide escrow with a copy of the Note and Deed of Trust for the existing loan when escrow is opened.

Are the terms of the "wrap" to equal or "mirror" the terms of the underlying obligation(s), meaning there will be no actual money due Seller under the "wrap"?

\_\_\_\_ Yes  
\_\_\_\_ No - This is not a mirror wrap. If No, complete SECTION 6C.

Payments under the "wrap" are to be paid through an Account Servicing Agent. Payments due under the wrap shall be due at least 10 days prior to the due date the underlying lien.

**6E. CONCURRENT PAYMENTS**

If an Account Servicing Agent is employed, must the payments on the Seller Carry-Back Financing and any prior encumbrance be made at one time? \_\_\_\_ Yes \_\_\_\_ No

If Yes, then the payments on the Seller Carry-Back Financing shall be made at least 10 calendar days prior to the due date of any payment due on the prior encumbrance. One payment shall not be accepted by the Account Servicing Agent without the other.

**7. EXISTING LOAN INFORMATION**

Complete all information on any existing loans on this property:

**Name of 1st Lien Holder:** \_\_\_\_\_

Loan Number: \_\_\_\_\_ Phone: \_\_\_\_\_

This loan will \_\_\_\_\_ be paid in full \_\_\_\_\_ be assumed by Buyer \_\_\_\_\_ remain Seller's obligation

Loan Type: \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_ Conventional \_\_\_\_\_ Private \_\_\_\_\_ Credit Line \_\_\_\_\_ Other

**Name of 2nd Lien Holder:** \_\_\_\_\_

Loan Number: \_\_\_\_\_ Phone: \_\_\_\_\_

This loan will \_\_\_\_\_ be paid in full \_\_\_\_\_ be assumed by Buyer \_\_\_\_\_ remain Seller's obligation

Loan Type:  FHA  VA  Conventional  Private  Credit Line  Other

Name of 3rd Lien Holder: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Phone: \_\_\_\_\_

This loan will  be paid in full  be assumed by Buyer  remain Seller's obligation

Loan Type:  FHA  VA  Conventional  Private  Credit Line  Other

### 8. PRORATIONS

Indicate which items connected with the property will be prorated:

Real Estate Taxes, based on the most recent available figures.

Personal Property (mobile home) Taxes, based on the most recent available figures.

Homeowner's Association Dues

Homeowner's Association Special Assessment

Rural Metro or other private fire district fees

Special Improvement Assessment

Irrigation Assessments

Rents Are there tenant deposits to be transferred to the Buyer?  Yes  No

Seller must provide a complete rent statement prior to closing.

Other \_\_\_\_\_

### 9. HOMEOWNER'S ASSOCIATION

Is the subject property included within a homeowner's association?  Yes  No

Name of Association \_\_\_\_\_

Contact \_\_\_\_\_

Day (office) Phone: \_\_\_\_\_ Evening (home) Phone: \_\_\_\_\_

Is there a sub or master association?  Yes  No

Name of Sub or Master Association \_\_\_\_\_

Contact \_\_\_\_\_

Day (office) Phone: \_\_\_\_\_ Evening (home) Phone: \_\_\_\_\_

Fees due the Association in connection with the transfer of the property shall be paid by:

Buyer  Seller  Split Equally

Any inspection or certification fee charged by the homeowner's association shall be paid by:

Buyer  Seller  Split Equally

### 10. HOME WARRANTY PLAN

Buyer and Seller may wish to investigate the various home warranty plans available for purchase. Different home warranty plans have different coverage options, exclusions, limitations, service fees and costs.

A Home Warranty Plan will be ordered by  Buyer or  Seller at a cost not to exceed \$ \_\_\_\_\_  
to be paid by  Buyer  Seller  Split Equally

Home Warranty Plan will be ordered through:

Fidelity National Title Agency, Inc.

Other \_\_\_\_\_

Buyer declines a Home Warranty Plan

**The Home Warranty Plan must be ordered by the Buyer or Seller as indicated above. Escrow Holder cannot order a home warranty plan.**

### 11. HOMEOWNERS OR HAZARD INSURANCE

If the subject property contains improvements, the Buyer will need to provide Fidelity National Title Agency, Inc. with the name and phone number of the hazard insurance agent prior to closing. Insurance must be provided as required by the lender (Seller in the event of Seller Carry-Back Financing) and as desired by the Buyer. Hazard insurance must be in place prior to close of escrow. Buyer is urged to contact an insurance agent of Buyer's choice prior to closing to determine the availability and cost of hazard insurance.

**12. IS THERE ANYTHING ELSE?**

Are there any other matters concerning the sale and purchase of this property that you want to put into the Sale Escrow Instructions?

Yes       No      If Yes, list those matters here: \_\_\_\_\_

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

**13. TITLE INSURANCE**

There are various forms of Owner's Title Insurance that will insure the Buyer as to its ownership interest. Lender's Title Insurance is also available to insure any lender who provides a loan to the Buyer, including any Seller Carry-Back Financing. This insurance is available at a cost and is required if Fidelity National Title Agency, Inc. is to close this transaction. Additional information on title insurance may be obtained by contacting your Escrow Officer.

**14. CLOSING COSTS**

Place an X in the appropriate box indicating how costs are to be paid. An estimate of closing costs can be provided upon receipt of this completed questionnaire.

PAYMENT OF COSTS			
DESCRIPTION	BUYER	SELLER	SPLIT EQUALLY
Escrow Fee			
Recording Fee			
Wire Transfer Fee (outgoing)			
Email Document Fee (usually for new loan documents)			
Overnight Delivery or Courier Fee			
Payoff Tracking Fee			
Owner's Title Insurance ALTA Homeowner's Policy, if not available, an ALTA Residential Plain Language Policy, if not available, an ALTA Standard Policy			
Lender's Title Insurance for new loan or Seller Financing			
Endorsements to loan policy required by lender			
Account Servicing Set-Up Fees			
Annual Account Servicing Fees			
Account Servicing Close-Out Fees			
Tax Service Contract (for Seller Carry-Back financing)			
Home Warranty Plan The plan MUST be ordered by Buyer or Seller. Escrow Holder cannot order the home warranty plan			
H.O.A. Transfer Fee			
H.O.A. Documentation/Information/Disclosure Fee			
Any other costs incurred in connection with this transaction shall be paid by			
Manufactured Home Processing Fee			
Manufactured Home Ownership/Lien Search Fees			
Manufactured Home Transfer or Affixation Fees			

**15. COMPLETION OF THIS FORM**

**THIS FORM IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SERVE AS ESCROW INSTRUCTIONS OR A CONTRACT. IT IS DESIGNED TO ASK QUESTIONS OF THE BUYER AND SELLER THAT WILL ENABLE THE ESCROW HOLDER TO COMPLETE AND PROVIDE SALE ESCROW INSTRUCTIONS AS REQUESTED BY BUYER AND SELLER, AND IS NOT INTENDED TO BE ALL INCLUSIVE OF ALL MATTERS THAT MAY BE INVOLVED IN THE SALE AND PURCHASE OF ANY PARTICULAR TYPE OF PROPERTY.**

**ESCROW INSTRUCTIONS WILL BE PROVIDED UPON RECEIPT OF THIS COMPLETED FORM SIGNED BY BUYER AND SELLER. ESCROW HOLDER CANNOT PREPARE CONTRACTS. IF YOU DESIRE AN ACTUAL CONTRACT, YOU SHOULD CONTACT A LICENSED ATTORNEY OF YOUR CHOOSING TO PREPARE A CONTRACT FOR YOU.**

**16. REQUEST FOR SALE ESCROW INSTRUCTIONS**

By signing below, Buyer and Seller warrant that they have provided Fidelity National Title Agency, Inc. with all information applicable to the sale and purchase of the subject property and request that Fidelity National Title Agency, Inc. prepare Sale Escrow Instructions for execution by Buyer and Seller.

**17. HOW TO OPEN ESCROW**

Escrow will not be opened until we receive this form from the Buyer and Seller, signed and completed as applicable to each, together with the applicable non-refundable deposit and earnest money. All checks, money orders or cashier's checks must be made payable to Fidelity National Title Agency, Inc.. Third Party Checks and Post Dated checks cannot be accepted.

**SALE ESCROW INSTRUCTIONS.** We may have additional questions or require additional information from you based upon the information provided in this form. Sale Escrow Instructions will be provided only upon receipt of all information and instructions necessary to do so.

**MAKE AN APPOINTMENT.** Please call our office to set up an appointment to come in to sign your Escrow Instructions.

**NON-REFUNDABLE DEPOSITS.** Escrow Holder may request a non-refundable deposit as a Direct Transaction Fee in the amount of \$\_\_\_\_\_ which must be submitted with this questionnaire. This amount is in consideration of the preparation of Sale Escrow Instructions and is in addition to any earnest money deposit or other amounts that may be due upon opening of escrow. Deposits made will be credited towards costs at closing. Should this escrow cancel for any reason, non-refundable deposits will be retained by Fidelity National Title Agency, Inc. in consideration of preparing the Sale Escrow Instructions or other services provided. Prepaid deposits that have been paid to third party providers of services or products necessary to process this transaction shall be non-refundable. In the event of cancellation, if any deposit is insufficient to pay costs incurred, including the Direct Transaction Fee, Escrow Holder may deduct such amounts from the earnest money prior to disbursement, regardless of who may be entitled to the earnest money.

**BUYER:**

**SELLER:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Thank you for choosing Fidelity National Title Agency, Inc. to handle your real estate transaction.  
We look forward to working with you towards a successful closing.