

# FIDELITY NATIONAL TITLE COMPANY

1277 Kelly Johnson Blvd # 100, Colorado Springs, CO 80920

Phone: (719) 590-1711 Fax: (719) 531-5864

**Buyers/Borrowers Settlement Statement**

**FINAL**

Escrow No: F0724578 - 370 TEF

Close Date: 10/22/2021

Proration Date: 10/22/2021

Disbursement Date: 10/22/2021

**Buyer(s)/Borrower(s):** Jay T. Liew  
Angela D. Liew

**Seller(s):** Victor C. Duckarmenn  
Susan A. Duckarmenn

**Lender:** SWBC Mortgage, ISAOA, and ATIMA Loan #: 0167715234

**Property:** 6050 Mountain Shadow View  
Colorado Springs, CO 80908-1433

**Brief Legal:** LOT 2 MOUNTAIN SHADOW RANCH SECOND PHASE

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Sale Price of Property	800,000.00	
Deposit		50,000.00
<b>NEW AND EXISTING ENCUMBRANCES:</b>		
New Loan from SWBC Mortgage, ISAOA, and ATIMA		548,250.00
<b>NEW LOAN CHARGES: - SWBC Mortgage, ISAOA, and ATIMA</b>		
admin fee to SWBC Mortgage, ISAOA, and ATIMA	1,495.00	
appraisal fee to SWBC Mortgage, ISAOA, and ATIMA	875.00	
credit report to SWBC Mortgage, ISAOA, and ATIMA	49.00	
flood cert to SWBC Mortgage, ISAOA, and ATIMA	11.50	
Homeowner's Insurance Premium to Amerian Reliable Ins Co	4,593.00	
Prepaid Interest to SWBC Mortgage, ISAOA, and ATIMA @ \$50.69 per day from 10/22/2021 to 11/1/2021	506.90	
Homeowner's Insurance to SWBC Mortgage, ISAOA, and ATIMA 3 mos. @ \$382.7500/month	1,148.25	
Property Taxes to SWBC Mortgage, ISAOA, and ATIMA 8 mos. @ \$197.8400/month	1,582.72	
Aggregate Adjustment to SWBC Mortgage, ISAOA, and ATIMA	(989.20)	
<b>ESCROW CHARGES</b>		
Title - Closing Protection Letter Fee to Fidelity National Title Company	25.00	
Title - Loan Closing Fee to Fidelity National Title Company	360.00	
Title - Real Estate Closing Fee to Fidelity National Title Company	150.00	
<b>TITLE CHARGES:</b>		
ALTA Loan Policy 6-17-06 for \$548,250.00 to Fidelity National Title Company Premium: \$600.00	600.00	
Extended Coverage to Fidelity National Title Company	37.50	
<b>RECORDING FEES:</b>		
Recording Fee For Mortgage to Fidelity National Title Company	162.00	
Recording Fee For Deed to Fidelity National Title Company	13.00	
Tax Stamp For State Deed to Fidelity National Title Company	80.00	
<b>ADDITIONAL CHARGES:</b>		
Home Warranty to Fidelity National Home Warranty \$420.00 paid by agent	(80.00)	
Lender Credits		
<b>PRORATIONS AND ADJUSTMENTS:</b>		
Propane Proration	273.00	
County Taxes from 1/1/2021 to 10/22/2021 based on the Annual amount of \$3,356.29		2,703.42
<b>Sub Totals</b>	<b>810,892.67</b>	<b>600,953.42</b>
Balance Due From Buyer /Borrower		209,939.25
<b>Totals</b>	<b>810,892.67</b>	<b>810,892.67</b>

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included. Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

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**Buyers/Borrowers Settlement Statement**

**FINAL**

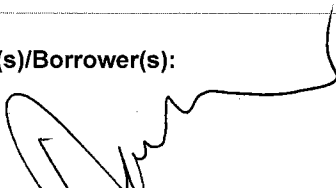
Escrow No: F0724578 - 370 TEF

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Disbursement Date: 10/22/2021

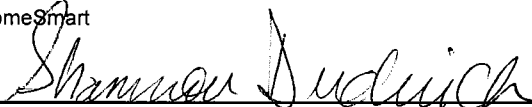
**Buyer(s)/Borrower(s):**

  
Jay T. Liew

  
Angela D. Liew

**Broker/Agent:**

HomeSmart

  
Shannon Sudwich

**Closing Agent:**

FIDELITY NATIONAL TITLE COMPANY

  
by Tara Graham

**FIDELITY NATIONAL TITLE COMPANY**  
 1277 Kelly Johnson Blvd # 100, Colorado Springs, CO 80920  
 Phone: (719) 590-1711 Fax: (719) 531-5864  
**Sellers Settlement Statement**  
**FINAL**

Escrow No: F0724578 - 370 TEF      Close Date: 10/22/2021      Proration Date: 10/22/2021      Disbursement Date: 10/22/2021

**Buyer(s)/Borrower(s):** Jay T. Liew  
 Angela D. Liew  
**Seller(s):** Victor C. Duckarmenn  
 Susan A. Duckarmenn  
**Property:** 6050 Mountain Shadow View  
 Colorado Springs, CO 80908-1433  
**Brief Legal:** LOT 2 MOUNTAIN SHADOW RANCH SECOND PHASE

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Sale Price of Property		800,000.00
<b>PAYOFFS:</b>		
Payoff to Wells Fargo Home Mortgage	431,027.40	
Principal balance	384,348.40	
Interest as of 10/29/2021	32,170.76	
Escrow Overdraft	10,013.37	
Unpaid Advance Balance	3,951.28	
Unpaid Late Charges	515.59	
Recording Costs	28.00	
Payoff to Internal Revenue Service	150,454.87	
Principal balance	150,454.87	
<b>ESCROW CHARGES</b>		
Title - Real Estate Closing Fee to Fidelity National Title Company	150.00	
<b>TITLE CHARGES:</b>		
ALTA Owners Policy 6-17-06 for \$800,000.00 to Fidelity National Title Company	2,130.00	
Premium: \$2130.00		
Extended Coverage to Fidelity National Title Company	37.50	
<b>ADDITIONAL CHARGES:</b>		
Real Estate Commission Admin Fee to RE/MAX Properties, Inc	212.00	
<b>PRORATIONS AND ADJUSTMENTS:</b>		
Propane Proration		273.00
County Taxes from 1/1/2021 to 10/22/2021 based on the Annual amount of \$3,356.29	2,703.42	
<b>COMMISSIONS:</b>		
Commission	44,000.00	
\$20,000.00 (2.5% of \$800,000.00) to RE/MAX Properties, Inc		
\$24,000.00 (3% of \$800,000.00) to HomeSmart		
<b>Sub Totals</b>	630,715.19	800,273.00
Proceeds Due Seller	169,557.81	
<b>Totals</b>	800,273.00	800,273.00

APPROVED AND ACCEPTED

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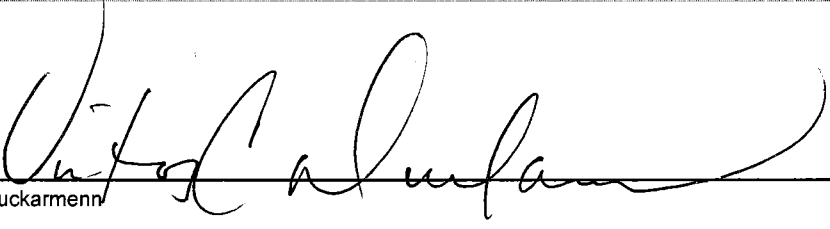
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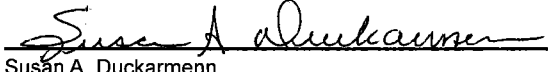
Proration Date: 10/22/2021

Disbursement Date: 10/22/2021

**Seller(s):**



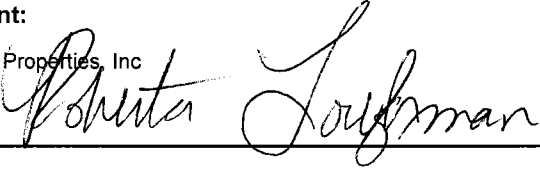
Victor C. Duckarmenn



Susan A. Duckarmenn

**Broker/Agent:**

RE/MAX Properties, Inc



**Closing Agent:**

FIDELITY NATIONAL TITLE COMPANY



by Tara Graham

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

## CLOSING INSTRUCTIONS

Date: October 22, 2021

Escrow No.: F0724578-370-TEF

1. **PARTIES, PROPERTY.** Victor C. Duckarmenn and Susan A. Duckarmenn, Seller, and Jay T. Liew and Angela D. Liew, Buyer, engage **Fidelity National Title Company**, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property

known as No. 6050 Mountain Shadow View, Colorado Springs, CO 80908-1433

Street Address

City

State

Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated September 1, 2021, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

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

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

4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.

4.3. **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.

5. **CLOSING FEE.** Closing Company will receive a fee of \$300.00 for providing closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.

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

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

9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.

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

11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by the written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all

parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.

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

**14. CHANGE IN OWNERSHIP OF WATER WELL:** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.

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

**15.1 FIRPTA.** Seller agrees to cooperate Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.

**15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

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

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

**18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in this transaction.

**19. NOTICE, DELIVERY AND CHOICE OF LAW.**

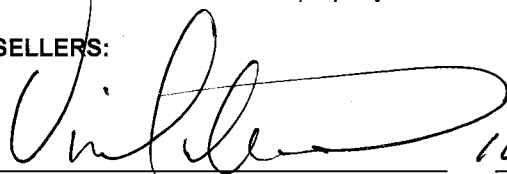
**19.1. Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.

**19.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or

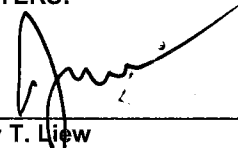
**19.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**19.4. Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado Residents who sign a contract in Colorado for real property located in Colorado.

SELLERS:

  
 Victor C. Duckarmenn  
 10-18-21  
 Date

BUYERS:

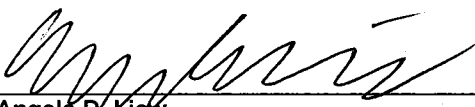
  
 Jay T. Liew  
 Date

Susan A. Duckarmenn

Date

Angela D. Liew

Date

  
 10-22-21  
 Date

Closing Company's Name Fidelity National Title Company

Authorized Signature

Title

Date

Address:

1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920

Phone No.:

(719) 590-1711

Fax No.:

(719) 531-5864

Email Address:

\_\_\_\_\_

Form No. GWS-11 08/2016	<b>COLORADO DIVISION OF WATER RESOURCES</b> <b>DEPARTMENT OF NATURAL RESOURCES</b> 1313 Sherman St., Ste 821, Denver, CO 80203 Main: (303) 866-3581 <a href="mailto:dwrpermitsonline@state.co.us">dwrpermitsonline@state.co.us</a>	For Office Use Only
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**CHANGE IN OWNER NAME/MAILING ADDRESS**

PRIOR TO COMPLETING THIS FORM, SEE INSTRUCTIONS ON REVERSE SIDE  
INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED

Name, address and phone number of person claiming ownership of the well permit:

Name(s): Jay T. Liew and Angela D. Liew

Mailing Address: 6050 Mountain Shadow View

City, St. Zip: Colorado Springs, CO 80908-1433

Phone: (      )      -           Email:     

Well Permit Number: 226564      Receipt Number:           Case Number (optional)     

**WELL LOCATION:** County: ELPASO      Well Name or # (optional)     

6050 Mountain Shadow View, Colorado Springs, CO 80908-1433

Street Address at Well Location	City	State	Zip
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Check if well address is same as owner's mailing address

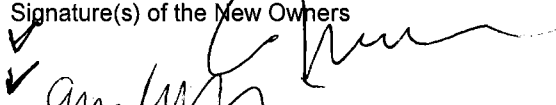
NW 1/4 of the SW 1/4, Sec. 19, Township. 11  N. or  S., Range 65  E. or  W., Sixth P.M.

Distance from Section Lines: 1520 Ft. From  N. or  S., 920 Ft. From  E. or  W. Line.

Subdivision Name (if applicable): Mountain Shadow Ranch Second Ph, Lot     , Block     , Filing/Unit     

NOTE: If changing/correcting the permitted location of a well, use Form No. GWS-42.

I (we) claim and say that I (we) (are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143.

Signature(s) of the New Owners 	Please print the Signer's Name & Title <u>Jay T. Liew and Angela D. Liew</u>	Date <u>10/22/2021</u>
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It is the responsibility of the new owner of this well to complete and sign this form. If an agent is signing or entering information, please see instructions.

Please allow 4 to 6 weeks for processing of this form. Thereafter, you can view or print the accepted document at:  
<https://www.dwr.state.co.us/Tools/WellPermits>

Signature of DWR staff indicates acceptance as a Change in Owner Name and/or Mailing Address.

For Staff Use Only

Staff Signature	Date
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TAXES/WATER/SEWER/HOA AGREEMENT

PROPERTY: 6050 Mountain Shadow View, Colorado Springs, CO 80908-1433

I. TAXES, TAX PRO-RATIONS

Purchaser has received, as of this date, a credit from seller for taxes for the current year. This pro-ration was calculated based on:

Most recent Mill Levy and the most recent Assessed Value; adjusted by any applicable qualifying seniors tax exemption or qualifying disabled veteran exemption

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT.

Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments or for the exception of these items in the conveyance. Seller(s) hereby warrants that special assessments affecting subject property, including but not limited to Homeowners Association dues or assessments, are paid in full, except as reflected on the statements of settlement.

II. WATER AND SEWER - WELL

III. HOMEOWNER'S/CONDOMINIUM ASSOCIATION

To the best of my/our knowledge, there is NO active Homeowner's Association

Fidelity National Title Company  has  has not collected or prorated any dues for this transaction and is not responsible or liable for any payment of fees not collected due to non disclosure of an Homeowner's Association prior to closing, collections or proration's of any Home Owner's Association dues, working capital reserves or transfer fees. All parties agree to hold Fidelity National Title Company harmless for the collection or payment of any such fees.

PROPANE  
\$ 273.00

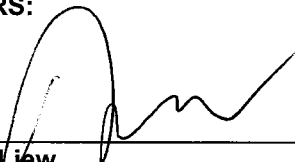
Fidelity National Title Company has prorated the propane for this transaction based on the information provided by the servicing company as reflected in their instructions. Seller represents to the buyer that the propane tank is  leased  owned. Fidelity National Title Company assumes no responsibility for the accuracy of the information received and is hereby relieved from any further liability or adjustments.

With regards to the closing of 6050 Mountain Shadow View, Colorado Springs, CO 80908-1433 (Property Address), both the buyer(s) and seller(s) fully understand that the telephone company, gas, electric, propane and the present hazard insurance agency will not be notified by the escrow agent


THE UNDERSIGNED, by their signatures below agree to and understand the above information.


October 22, 2021

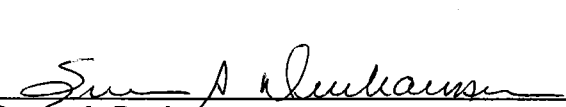
BUYERS:

  
Jay T. Liew

SELLERS:

  
Victor C. Duckarmenn

  
Angela D. Liew

  
Susan A. Duckarmenn



AFFIDAVIT AND INDEMNITY

TO Fidelity National Title Insurance Company

This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanic's or materialmen's liens affecting the property for materials or labor furnished for the construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

6050 Mountain Shadow View , Colorado Springs, CO 80908-1433 and legally described as:

Lot 2, Mountain Shadow Ranch Second Phase, County of El Paso, State of Colorado.

We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.

We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.

We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.

We further represent that we are in sole possession of the real property described herein other than lease hold estates reflected as recorded items under the subject commitment for title insurance.

We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced herein.

We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Insurance Company and Fidelity National Title Company against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

SELLERS:

Victor C. Duckarmenn Susan A. Duckarmenn

STATE OF COLORADO }ss: COUNTY OF EL PASO

The foregoing instrument was acknowledged, subscribed, and sworn to before me this 18th day of October, 2021 by Victor C. Duckarmenn

(SEAL) STATE OF COLORADO COUNTY OF EL PASO

Notary Public My Commission Expires: }ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this 22 day of October, 2021 by Susan A. Duckarmenn

(SEAL) STATE OF COLORADO COUNTY OF EL PASO

Notary Public My Commission Expires:

# Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, That **Victor C. Duckarmenn and Susan A. Duckarmenn**

of the County of **El Paso**, in the State of **COLORADO**, of the first part, for and in consideration of **TEN DOLLARS** and other valuable consideration to them in hand paid at or before the ensembling or delivery of these presents by **Jay T. Liew and Angela D. Liew**,

of the County of **El Paso** in the State of **COLORADO**, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto said parties of the second part, their executors, administrators, successors or assigns, the following property, goods and chattels, to wit:

**2.5 – Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1 Inclusions - Attached.** If attached to the Property on the date of this contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers (including ALL remote controls). If checked, the following are owned by the seller and are included: (leased items should be listed under **Due Diligence Documents**):  **None**  **Solar Panels**  **Water Softeners**,  **Security Systems**,  **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2 Inclusions – Not Attached.** If on the Property whether attached or not on the date of this contract, the following items are included unless excluded under **Exclusions** storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds carbon monoxide alarms, smoke and fire detectors and all keys.

**2.5.3. The Personal Property – Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **NONE** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4 Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: **WHITE COOK TOP, WHITE DOUBLE OVEN, GARBAGE DISPOSAL, BLACK REFRIGERATOR IN KITCHEN, STAINLESS MICROWAVE, STAINLESS STEEL DISHWASHER, CLOTHES WASHER AND DRYER**

If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

**2.5.5 Parking and Storage Facilities.** The use or ownership of the following parking facilities: **ATTACHED 2 CAR GARAGE**; and the use or ownership of the following storage facilities: **HORSE BARN WITH 4 STALLS.**

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

**2.6 Exclusions.** The following items are exclude (Exclusions): **SELLER'S PERSONAL PROPERTY**

**2.7 Water Rights, Well Rights.**

**2.7.1 Deeded Water Rights:** The following legally described water rights: N/A. Any deeded water rights will be conveyed by a good and sufficient N/A deed at closing.

**2.7.2 Other Rights Relating to Water** The following rights relating to water not included in 2.7.1, 2.7.3 and 2.7.4 will be transferred to Buyer at Closing.

**2.7.3 Well Rights** Seller agrees to supply the required information to Buyer about the well.. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer must, prior to or at Closing complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days of closing. The Well Permit # is 226564

**2.7.4 Water Stock Certificates:** The water stock certificates to be transferred at Closing are as follows: N/A

**2.7.5 Conveyance.** If Buyer is to receive any rights to water pursuant to 2.7.2 (Other Rights Relating to Water), 2.7.3 (Well Rights) or 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to buyer by executing the applicable legal instrument at closing.

located at **6050 Mountain Shadow View , Colorado Springs, CO 80908-1433**

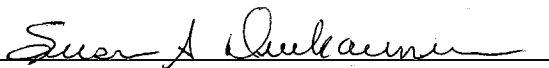
TO HAVE AND TO HOLD the same unto the said parties of the second part, their executors, administrators, successors or assigns, forever. And said parties of the first part, for themselves, their heirs, executors, administrators, successors or assigns, covenant and agree to and with the parties of the second part, their executors, administrators, successors or assigns to **WARRANT** and **DEFEND** the sale of said property, goods and chattels, hereby made unto said parties of the second part, their executors, administrators, successors or assigns against all and every person or persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals this **22nd day of October, 2021**

Signed, Sealed and Delivered in the Presence of

**SELLERS:**

  
Victor C. Duckarmenn

  
Susan A. Duckarmenn



9. Please mark type of sale:  Builder (new constructions)  Public (MLS or Broker Representation)  
 Private (For Sale By Owner)  Other (describe) \_\_\_\_\_

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.  
 New  Excellent  Good  Average  Fair  Poor  Salvage.

11. Type of financing: (mark all that apply)  
 None (all cash or cash equivalent)  
 New/Mortgage Lender (government-backed or conventional bank loan)  
 New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)  
 Seller (buyer obtained a mortgage directly from the seller)  
 Assumed (buyer assumed an existing mortgage)  
 Combination or Other: Please explain \_\_\_\_\_

12. Total amount financed \$ 548250 -

13. Terms:  
 Variable; Starting interest rate \_\_\_\_\_ %  Fixed; Interest rate 3.375 %  
 Length of time 30 years  
 Balloon payment?  No  Yes If yes, amount \$ \_\_\_\_\_ Due date: \_\_\_\_\_

14. Mark any that apply:  Seller assisted down payments  Seller concessions  Special terms or financing  
If marked, please specify terms: \_\_\_\_\_

15. Was an independent appraisal obtained in conjunction with this transaction?  No  Yes

**For properties OTHER THAN Residential** (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 16-18, if applicable.

16. Did the purchase price include a franchise or license fee?  No  Yes  
If yes, franchise or license fee value \$ \_\_\_\_\_

17. Did the purchase price involve an installment land contract?  No  Yes  
If yes, date of contract \_\_\_\_\_

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing?  No  Yes  
Please include any additional information concerning the transaction and price paid that you feel is important:

[Signature] 10/22/2021 Jay T Liew  
Signature of Grantee (Buyer) Date: mm/dd/yyyy Printed name of Grantee

[Signature] 10/22/2020 Angela D Liew  
Signature of Grantor (Seller) buyer Date: mm/dd/yyyy Printed name of Grantor ee

Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

Address (mailing) City State Zip Code

Daytime Phone Email address

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.



FNTC

File No.: F0724578-370-TEF

**SPECIAL WARRANTY DEED**

**THIS DEED**, Made this **22nd** day of **October**, 2021 between

**Victor C. Duckarmenn and Susan A. Duckarmenn**

of the County of El Paso and State of COLORADO, grantor(s), and

**Jay T. Liew and Angela D. Liew**

whose legal address is **6050 Mountain Shadow View, Colorado Springs, CO 80908-1433**

of the County of El Paso, State of Colorado, grantee(s):

**WITNESS**, That the grantor(s), for and in consideration of the sum of Eight Hundred Thousand Dollars and No/100's (\$800,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, State of COLORADO, described as follows:

Lot 2, Mountain Shadow Ranch Second Phase,  
County of El Paso, State of Colorado.

also known by street and number as **6050 Mountain Shadow View , Colorado Springs, CO 80908-1433**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor(s) has executed this deed on the date set forth above.

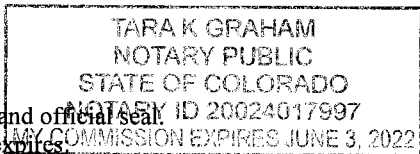
**SELLERS:**

\_\_\_\_\_  
Victor C. Duckarmenn

\_\_\_\_\_  
Susan A. Duckarmenn

STATE OF COLORADO } ss:  
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 18 day of **October**, 2021 by Victor C. Duckarmenn

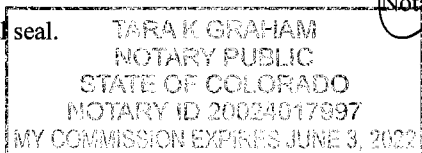


\_\_\_\_\_  
Notary Public

Witness my hand and official seal.  
My Commission expires:

STATE OF COLORADO } ss:  
COUNTY OF El Paso

The foregoing instrument was acknowledged before me this 22 day of **October**, 2021 by Susan A. Duckarmenn



\_\_\_\_\_  
Notary Public

Witness my hand and official seal.  
My Commission expires: