

File No./Escrow No.: 397548AM
Officer/Escrow Officer: Thais Ayre

AmeriTitle, Inc.
1523 Yellowstone Ave.
Pocatello, ID 83201
(208)232-4700

Property Address: 603 E OAK STREET
POCATELLO, ID 83201 (BANNOCK)
(RPRPPOC069600)

Buyer: BRAYDEN VALERIO
4211 Bountiful Blvd
Bountiful, UT 84010

Seller: DAN H FERNANDEZ AND KIRSTEN D FERNANDEZ
837 Dell
Chubbuck, ID 83202

Lender:

Settlement Date: 9/18/2020
Disbursement Date: 9/18/2020

Description	Seller		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Contract sales price			\$225,000.00
Earnest money retained by			
Disbursed as proceeds (\$1,000.00)			
Prorations			
County taxes 1/1/2020 to 9/18/2020 @ \$2,417.38/Year		\$1,723.87	
Payoffs			
Seller Finance		\$215,000.00	
Prepaid Interest credit 9-18-2020 to 10-1-2020 to Dan H Fernandez and Kirsten D Fernandez			\$534.56
Commissions			
\$4,500.00 to Keller Williams Realty East Idaho			
Commission paid at Settlement		\$4,500.00	
Title Charges			
Owner's coverage \$225,000.00 Premium \$980.00 to AmeriTitle, Inc.		\$980.00	
Settlement or closing fee to AmeriTitle, Inc.		\$387.50	
Long Term Escrow Fee to \$265.00		\$265.00	
	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$222,856.37	\$225,534.56
Due To Seller		\$2,678.19	
Totals	\$0.00	\$225,534.56	\$225,534.56

Please note, our wire instructions will not change. If you should get emails requesting a change to the wire instructions, please contact me immediately at (208)232-4700. We bring this to your attention because, unfortunately, real estate transactions are a target for wire fraud.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize AmeriTitle, Inc. to cause the funds to be disbursed in accordance with this statement.

SELLER(S)



DAN H FERNANDEZ



KIRSTEN D FERNANDEZ

SETTLEMENT COORDINATOR



Thais Ayre



1523 Yellowstone Ave. Pocatello, ID 83201 (208)232-4700 FAX (208)232-4709

ESCROW DISBURSEMENT INSTRUCTIONS

TO: AmeriTitle, Inc.

ESCROW # 397548AM

I/we hereby authorize and instruct AmeriTitle, Inc. to disburse my/our net proceeds in the following manner:

I/we will **PICK UP** our proceeds check in your office. Please call when the check is ready (Phone Number 208-406-9630).

WIRE the funds to the following account:
Refer to attached VOIDED check - OR - please print numbers legibly below

Name of Bank _____, Branch _____
Address _____

ABA Number/Routing Number _____

Account Number _____

If Credit Union, Name of Intermediary Bank _____

Intermediary Bank ABA Number/Routing Number _____

Intermediary Bank Account Number _____

An additional wire transfer fee may be charged. I/we authorize you to deduct a charge to cover the wire service, not to exceed \$25.00.

Notices related to wire transfers:

- Name on Receiving Bank Account **MUST** match Buyer/Borrower Name Set Out Below
- Receiving banks may impose a charge for the receipt of any wire transfer.
- Escrow Holder is not responsible for delays caused by the receiving bank, transactions closing on a Friday or delays caused by Federal Reserve Board wire time restrictions.

DEPOSIT THE FUNDS in my/our bank account as follows:
Refer to attached deposit slip - OR - please print numbers legibly below

Name of Bank Ireland Bank Branch _____
Address _____

Account No. 68 012880 checking

Notices related to direct deposits:

- Certain banks may place a hold on funds to allow clearing time
- Out of area deposits will be mailed via regular mail

MAIL the funds, regular USPS mail to the undersigned at the following address:

Over-night express. **By checking this box an additional overnight mailing fee may be charged to cover the mailing service, not to exceed \$25.00.**

You are hereby authorized and instructed to transfer \$_____ upon close of this escrow to Escrow No. _____ at _____.

Special Instructions: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

For your protection, once these instructions are completed, they may not be changed without verification of ID and/or personal appearance in our office. We bring this to your attention because, unfortunately, real estate transactions are a target for wire fraud.

Dated: 9-18-20

Dan H Fernandez

K. Fernandez
Kirsten D Fernandez



1523 Yellowstone Ave. Pocatello, ID 83201 (208)232-4700 FAX (208)232-4709

CERTIFICATION OF NON FOREIGN STATUS

Section 1445 of the U.S. Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is foreign. To inform Brayden Valerio (the Transferee/Buyer) whether withholding of tax is required upon the disposition of a U.S. real property interest by Dan H Fernandez (the Transferor/Seller), the undersigned hereby certifies the following (complete appropriate section and sign at the bottom) on behalf of the Transferor:

That the Transferor/Seller is the owner of the following described property, to wit:
603 E Oak Street, Pocatello, ID 83201

THIS SECTION FOR AN INDIVIDUAL SELLER:

1. The Transferor/Seller **IS NOT** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
2. The Transferor's/Seller's U.S. taxpayer identification number/Social Security Number is: 518-84-5615; and
3. The Transferor's/Seller's home address is: 837 Dell Rd. Chubbuck ID 83202

THIS SECTION FOR AN ENTITY SELLER:

For U.S. tax purposes, where the seller of the real property is a disregarded entity (for example, an LLC or Trust which does not have its own Taxpayer Identification Number but files tax returns under the Taxpayer Identification Number/Social Security Number of the sole owner), the owner of the disregarded entity will be the Transferor of the property and not the disregarded entity.

1. Seller IS IS NOT a disregarded entity as defined in 26 CFR § 1.1445-2(b)(2)(iii);
2. If Seller **IS NOT** a disregarded entity, Seller further certified that Seller **IS NOT** a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations) (if you are a foreign entity, withholding will be done unless another exemption applies);
 - a. Transferor's/Seller's U.S. Employer Identification Number (EIN) is: _____; and
 - b. Transferor's/Seller's office address is:
_____.
3. If Seller **IS** a disregarded entity, its sole owner is _____ (insert owner name) and is the "Transferor"/Seller;
 - a. The "disregarded entity" Transferor/Seller **IS NOT** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations);
 - b. The "disregarded entity" Transferor's/Seller's U.S. taxpayer identification number (TIN)/SSN is:
_____; and
 - c. The "disregarded entity" Transferor's/Seller's address is:
_____.

The Transferor/Seller understands that this certification may be disclosed to the Internal Revenue Service by the Transferee/Buyer or qualified substitute and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the entity Transferor (if applicable).

Dated: 8-18-20
By:
Dan H Fernandez

Title (if entity Transferor): _____



1523 Yellowstone Ave. Pocatello, ID 83201 (208)232-4700 FAX (208)232-4709

CERTIFICATION OF NON FOREIGN STATUS

Section 1445 of the U.S. Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is foreign. To inform Brayden Valerio (the Transferee/Buyer) whether withholding of tax is required upon the disposition of a U.S. real property interest by Kirsten D Fernandez (the Transferor/Seller), the undersigned hereby certifies the following (complete appropriate section and sign at the bottom) on behalf of the Transferor:

That the Transferor/Seller is the owner of the following described property, to wit:
603 E Oak Street, Pocatello, ID 83201

THIS SECTION FOR AN INDIVIDUAL SELLER:

1. The Transferor/Seller **IS NOT** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
2. The Transferor's/Seller's U.S. taxpayer identification number/Social Security Number is: 519-82-0699; and
3. The Transferor's/Seller's home address is: 837 Dell Rd Chubbuck Id 83202

THIS SECTION FOR AN ENTITY SELLER:

For U.S. tax purposes, where the seller of the real property is a disregarded entity (for example, an LLC or Trust which does not have its own Taxpayer Identification Number but files tax returns under the Taxpayer Identification Number/Social Security Number of the sole owner), the owner of the disregarded entity will be the Transferor of the property and not the disregarded entity.

1. Seller **IS** **IS NOT** a disregarded entity as defined in 26 CFR § 1.1445-2(b)(2)(iii);
2. If Seller **IS NOT** a disregarded entity, Seller further certified that Seller **IS NOT** a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations) (if you are a foreign entity, withholding will be done unless another exemption applies);
 - a. Transferor's/Seller's U.S. Employer Identification Number (EIN) is: _____; and
 - b. Transferor's/Seller's office address is:
_____.
3. If Seller **IS** a disregarded entity, its sole owner is _____ (insert owner name) and is the "Transferor"/Seller;
 - a. The "disregarded entity" Transferor/Seller **IS NOT** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations);
 - b. The "disregarded entity" Transferor's/Seller's U.S. taxpayer identification number (TIN)/SSN is:
_____; and
 - c. The "disregarded entity" Transferor's/Seller's address is:
_____.

The Transferor/Seller understands that this certification may be disclosed to the Internal Revenue Service by the Transferee/Buyer or qualified substitute and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the entity Transferor (if applicable).

Dated: 9-18-20

By: K Fernandez
Kirsten D Fernandez

Title (if entity Transferor): _____

AFFIDAVIT AND INDEMNITY

Whereas the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain commitment for Title Insurance issued by AmeriTitle, Inc. (the Company), under No. 397548AM (the Commitment), for an owners or mortgagees policy of Title Insurance (policy), underwritten by Stewart Title Guaranty Company (the Underwriter),

And Whereas, each individual comprising Affiant is of legal age, has personal knowledge of the facts herein stated, and is familiar with the condition, maintenance, operation, and use of the Land,

And Whereas the Affiant acknowledges that the Company and Underwriter, would refrain from issuing said policy in the absence of the representations, agreements and undertakings contained herein,

NOW THEREFORE the Affiant, being first duly sworn, deposes and says that:

1. Said Land has been owned by the Affiant for 28 years and the Affiant's enjoyment thereof has been peaceable and undisturbed.
2. That Affiant is lawfully seized of the Land and has good right to convey or encumber the Land.
3. That during Affiant's period of ownership, Affiant's possession of the Land has been peaceable and undisturbed, Affiant's title to or access to the Land has never been disputed or questioned, there have been no parties claiming title to the Land or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Land, **except** (if none, state "NONE"):

4. That there are no outstanding mortgages, deeds to secure debt, deeds of trust, judgments, abstracts, or other monetary liens (including Federal or State tax liens) or association assessments or charges against the Land or any part thereof, **except** (if none, state "NONE"):

5. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land, **except** (attach a list, if necessary, and attach copies of any written agreements; if none, state "NONE"):

6. That Affiant has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Land, **except** (if none, state "NONE"):

7. That Affiant has never made any assignment for the benefit of creditors, and that there are no pending suits, proceedings, judgments, bankruptcies, executions, or receivership actions which affect the Land, **except** (if none, state "NONE"):

8. That there are no state, county, city, town, school district, improvement district, sewer district, water district, or other governmental or quasi-governmental agency taxes, assessments, or other charges due or owing against the Land, and that no claim has been made by any governmental or quasi-governmental agency that any such taxes, assessments, or other charges levied against the Land are past due, **except** (if none, state "NONE"):

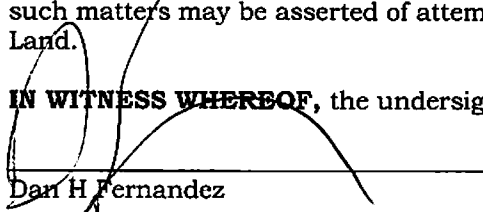
9. That there are no obligations or claims for streets, paving, sidewalks, sewer lines, water lines, or similar public improvements ("Public Improvements") adjoining the Land, that there are no claims for contribution to Public Improvements outstanding against the Land, and that Affiant has signed no petitions for the construction of Public Improvements adjoining the Land, **except** (if none, state "NONE"):

10. There are no contracts for the making of repairs or for new construction on said Land, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve (12) months for alterations, repair work, or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc., **except** (if none, state "NONE"):

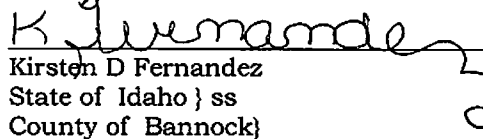
- 11. There has been no medical assistance rendered by any County or Municipal entity to the undersigned or for which the undersigned have financial responsibility, **except** (if none, state **NONE**): _____
- 12. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Land (including private charges or assessments which have not been timely paid) and that Affiant has received no notice or claim of any such violation, **except** (if none, state **NONE**): _____
- 13. That there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Land, and that Affiant has received no notice or claim of any such violation, **except** (if none, state **NONE**): _____
- 14. That during Affiant's period of ownership, no person has used or attempted to use the surface of the Land for the extraction or development of minerals, water, or other subsurface substances, **except** (if none, state **NONE**): _____
- 15. That there are no cemeteries or burial grounds located on the Land, and that there are no abandoned roads or railroad lines located on the Land, **except** (if none, state **NONE**): _____
- 16. That Affiant has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.
- 17. There IS _____ IS NOT a manufactured home located on the premises.

The Affiant hereby agrees (1) to indemnify, protect, defend, and save harmless the Company and the Underwriter, from and against any and all loss, claims, costs, damages, and attorney's fees it may suffer, expend, or incur under or by reason, or in consequence of or growing out of any such matters not identified herein, and (2) to defend at the Affiant's own cost and expense in behalf of and for the protection of the Company, and the Underwriter, and of any parties insured or who may be insured against loss by it under said policy or policies (but without prejudice to the right of the Company and the Underwriter, to defend at the expense of the Affiant if it so elects) any and every suit, action, or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said Land.

IN WITNESS WHEREOF, the undersigned has/have executed this agreement on 9-18, 2020.



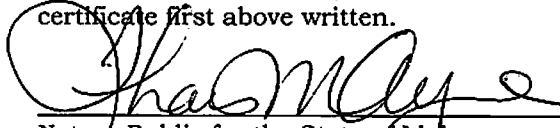
 Dan H. Fernandez



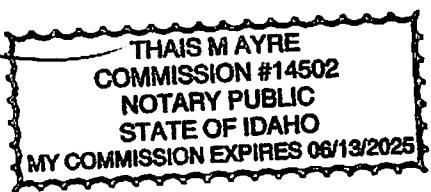
 Kirsten D. Fernandez
 State of Idaho } ss
 County of Bannock }

On this 18 day of September, 2020, before me, Thais M. Ayre a Notary Public in and for said state, personally appeared Dan H. Fernandez and Kirsten D. Fernandez, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



 Notary Public for the State of Idaho
 Residing at: Chubbuck, ID
 Commission Expires: 6/13/2025




AmeriTitle
SUBSTITUTE 1099-S Form
Proceeds from Real Estate

Filer/Settlement Agent: AmeriTitle, Inc.
1523 Yellowstone Ave.
Pocatello, ID 83201
Filers Tax ID Number: 93-0896496

Transferor/Seller Name(s): Dan H Fernandez
Kirsten D Fernandez

Forwarding Address → 837 Dell
Chubbuck, ID 83202

Transferors Social: 518-84-5615
Security or Tax ID No.: 519-82-0699

Order/File No.: 397548AM

Date of Closing: September 18, 2020

Gross Proceeds: \$225,000.00

Or Percent of Gross Proceeds: _____

Address or Legal Description: 603 E Oak Street, Pocatello, ID 83201

Is this transaction an exchange? No (Yes or No)

Is the transferor a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust)?
No (Yes or No)

Under penalties of perjury, I certify that the number shown above on this statement is my correct taxpayer identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

September 17, 2020



Dan H Fernandez



Kirsten D Fernandez

IMPORTANT TAX INFORMATION

This is important tax information and is being furnished to the internal revenue service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required by law to provide AmeriTitle, Inc. with your correct taxpayer identification number. If you do not provide AmeriTitle, Inc. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.



LONG TERM ACCOUNT SERVICING DISBURSEMENT INSTRUCTIONS

Date: September 17, 2020
TO: AmeriTitle, Inc..

Escrow No.: _____

YOU ARE HEREBY INSTRUCTED TO DISBURSE FUNDS RECEIVED ON BEHALF OF OR TO THE UNDERSIGNED IN THE FOLLOWING MANNER:

Mail a check to the undersigned at the following ADDRESS via regular US mail

Mailing Address: _____

City, State, Zip Code: _____

OR

Mail a check to the **BANK** of the undersigned via regular US mail

Bank Name: _____

Bank Mailing Address: _____

Mailing Address City, State & Zip Code: _____

Account Number: _____

Name on the Account : _____

OR

ACH Deposit – see attached instructions

SPECIAL INSTRUCTIONS (only choose if applicable)

1. PAY UNDERLYING ACCOUNT

OUT OF EACH \$ _____ RECEIVED remit the sum of \$ _____ to

Name of Payee: _____

Mailing Address: _____

Mailing Address City, State & Zip Code: _____

Account Number: _____

until you have been advised that said account is paid in full. (PAYMENT AMOUNTS IN EXCESS OF THE NORMAL PAYMENT AMOUNT SHALL BE PAID PRORATA TO THE UNDERLYING ACCOUNT BASED ON THE AMOUNT RECEIVED).

(Check only if applicable) THIS INSTRUCTION SHALL BE IRREVOCABLE UNLESS WRITTEN INSTRUCTIONS ARE RECEIVED BY ALL PARTIES TO THIS ESCROW.)

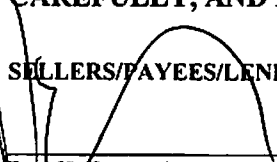
Buyer/Payor Signature: _____

2. BALLOON PAYMENT DISBURSEMENT IF OTHER THAN AS SET OUT ABOVE:

FOR EACH SEPARATE PAYEE, COMPLETE A SEPARATE DISBURSEMENT INSTRUCTION SHEET. Each payee may change their own disbursement instructions as to where their respective funds are disbursed without signatures of other payees.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THESE ESCROW INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SELLERS/PAYEES/LENDER:


Dan H. Fernandez


Kirsten D. Fernandez

ADDENDUM TO LONG TERM ACCOUNT SERVICING ESCROW INSTRUCTIONS

(All Sellers/Payees/Lender need to complete % allocation and sign)

RE: Account Servicing Escrow # _____

DATE: 9-18-2020

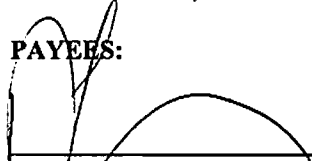
Interest received/paid on this account will be reported to the IRS using the following percentages:

WARNING: PLEASE ASSURE THAT THE SOCIAL SECURITY, TAXPAYER IDENTIFICATION NUMBER YOU PROVIDE FOR THIS ACCOUNT IS ACCURATE. IF WE ARE ADVISED THAT THE NUMBER YOU HAVE FURNISHED IS INCORRECT WE WILL BE UNABLE TO OPEN THIS ACCOUNT UNTIL CORRECT INFORMATION IS PROVIDED.

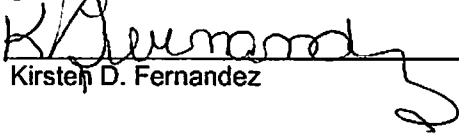
SELLER NAME	PERCENTAGE
Dan H. Fernandez	100%
Kirsten D. Fernandez	
_____	_____
_____	_____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THESE ESCROW INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

PAYEES:



Dan H. Fernandez



Kirsten D. Fernandez

The foregoing instructions have been acknowledged and received by:
AmeriTitle, Inc.

By: _____

Dated: _____

AUTHORIZATION FOR AUTOMATIC DEPOSIT
Amount of ACH may not exceed \$5,000.00

Collection Escrow No. _____

Date: 9-18-2020

I/We authorize AmeriTitle to initiate credit entries to my/our checking or savings account indicated below at the depository named below, and to credit the same to such account. I (we) acknowledge that the origination of ACH transaction to my (our) account must comply with the provisions of US law. I (we) further authorize AmeriTitle to credit or debit the account for entries made in error.

All parties acknowledge that it is the responsibility of the undersigned to confirm credits and/or debits with the depository listed below. AmeriTitle is hereby held harmless from any liability or responsibility if the undersigned does not confirm credits with their depository, which may result in overdraft fees or other consequences. The undersigned hereby acknowledge that AmeriTitle is held harmless from any liability or responsibility concerning errors resulting from the handling of the accounts and funds by the depository for AmeriTitle or the depository of the undersigned.

It is understood that there may be a one-month test period, in which funds will be disbursed by check, before the Electronic transfer is in place. This service may be utilized for checking and savings accounts only.

This authority will remain in full force and effect until AmeriTitle, Inc. has received 30 day written notification from any of the undersigned or their heirs or personal representatives or other legally authorized person, of its termination.

NOTE: Average time of deposit is 48 hours after being sent from AmeriTitle, Inc.

NOTE: AN INVESTMENT FIRM ACCOUNT CANNOT BE USED FOR AN ACH DEPOSIT

DEPOSITORY/ BANK NAME: Ireland
BRANCH: _____
ADDRESS: _____
CITY: Pocatello STATE: ID ZIP: 83201
TRANSIT/ABA NO. 124100857
ACCOUNT NO. 68 01288 0 check one → checking savings account

NAME: Dan Fernandez 208-406-9630
(PLEASE PRINT) Phone Number REQUIRED

SIGNED: [Signature] DATE: 9-18-20

NAME: Kirsten Fernandez 208-241-1445
(PLEASE PRINT) Phone Number REQUIRED

SIGNED: [Signature] DATE: 9-18-20

PLEASE ATTACH A VOIDED CHECK - DO NOT USE A DEPOSIT TICKET

397548AM



PO Box 591, Weiser, ID 83672
(208) 414-1792
Fax (208) 414-1794
accountservicesID@amerititle.com

Your account is available for review 24 hours a day by visiting us at www.amerititle.com. Select Services, choose Account/Contract Servicing, then select the Account Services tab for the office that is servicing your account. The direct link is <https://note.odp.com/default.aspx?Access=1221>.

This service is for viewing purposes only; note that accounts will be updated by 5:00 p.m. daily; and payments cannot be paid through the website. Account will not be available for viewing until first payment is made.

Yes, I would like to be set up for Web access to view my account(s) history

ACCOUNT SERVICING NUMBER(S)/USER ID): _____
(for new accounts, # will be assigned upon set up)

NAME: Kirsten Fernandez

ADDRESS: 837 Dell Rd

CITY, STATE, ZIP: chubbuck, Id 83203

PHONE NUMBER: 208-741-1445

E-MAIL ADDRESS: Kirstendane11@hotmail.com

I WOULD LIKE MY PASSWORD TO BE: Doodlepunk1
(please print clearly)

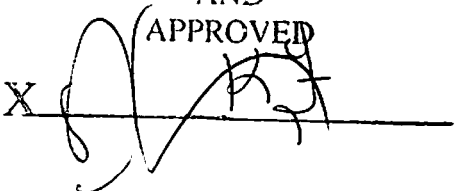
SIGNED: K Fernandez

REGARDING PASSWORDS:

- Length is restricted to 10 characters
- May include alpha, numeric, and symbols characters (example: 1234abcd!)
- Passwords are case sensitive
- Please do not use any spaces in your selected password
- Multiple accounts may have one password and one account may have multiple passwords
- **User ID will be your Account #.** For new accounts, the USER ID/Account # will be assigned upon set up

COMMENTS: _____

-- KEEP A COPY OF THIS COMPLETED FORM FOR YOUR RECORDS --

READ
AND
APPROVED


PROMISSORY NOTE
(Installments)

Pocatello, ID
Date: September 18, 2020

\$215,000.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of **Dan H. Fernandez and Kirsten D. Fernandez** at place designated by holder of this note **Two hundred Fifteen Thousand and no/100**, with interest thereon at the rate of **7 %** per annum from **September 18, 2020** until paid, payable in equal installments of not less than **\$1,331.00** in any one payment, interest shall be paid **Monthly** and is included in the minimum payments above required, the first payment to be made on **November 1, 2020** and a like payment on the same day **Monthly** thereafter, until the whole sum, principal and interest has been paid. If any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note.

If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

If any installment (or portion thereof) due hereunder is not received by the holder of this note within **15** days after the due date thereof, the undersigned agrees to pay to holder, in addition to the regular payment amount, a late charge of **5% of the payment amount**.

Further provided that there shall be no penalty for prepayment.

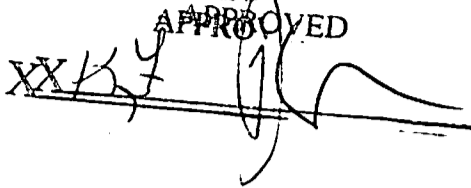
The indebtedness evidenced by this note is secured by a Deed of Trust of even date and by reference to said Deed of Trust, the rights of the Beneficiary to acceleration of the indebtedness evidenced by this note are incorporated herein.

This note is due and payable on or before **October 1, 2050**

THIS NOTE IS SECURED BY A TRUST DEED OF EVEN DATE.

Brayden Valerio

After recording please return to:

READ
AND
APPROVED


Order No. 397548AM

DEED OF TRUST

THIS DEED OF TRUST, Made this September 18, 2020 BETWEEN **Brayden Valerio, an unmarried man** herein called **GRANTOR**, whose address is: 4211 Bountiful Blvd Bountiful, UT 84010 AND **AmeriTitle, Inc.**, herein called **TRUSTEE**, AND **Dan H. Fernandez and Kirsten D. Fernandez, Husband and wife** herein called **BENEFICIARY**, whose address is 837 Dell Chubbuck, ID 83202. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Bannock, State of Idaho, described as follows and containing not more than eighty acres:

Lots 1, 2 and 3 and the Northwest 15 feet of Lot 4 in Block 120 of Pocatello Townsite, Bannock County, Idaho, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$215,000.00, with final payment due: **October 1, 2050** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof

is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein,

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Brayden Valerio

State of Idaho } ss
County of Bannock}

On this 18 day of September, 2020, before me, Thais M. Ayre a Notary Public in and for said state, personally appeared Brayden Valerio, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Chubbuck, ID
Commission Expires: 6/13/2025



REQUEST FOR FULL RECONVEYANCE

To: AmeriTitle, Trustee
1523 Yellowstone Ave.
Pocatello, ID 83201

The undersigned is the beneficiary or its successor in interest and is now the legal owner and holder of all indebtedness secured by that certain Deed of Trust executed by Brayden Valerio, an unmarried man, Grantor, to AmeriTitle, Trustee, in favor of Dan H. Fernandez and Kirsten D. Fernandez, Beneficiary, dated September 18, 2020 and recorded as Instrument No. _____, Bannock County Records. The sums secured by said Deed of Trust have been fully paid and satisfied.

You are hereby directed, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to cancel evidences of indebtedness secured by said Deed of Trust and to reconvey without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust the estate now held by you under the same.

MAIL RECONVEYANCE DOCUMENTS TO: _____

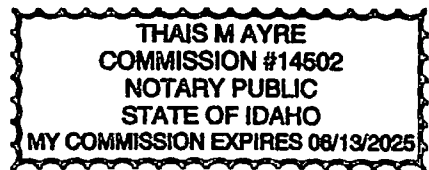
Dated this 18 day of September, 2020.

Beneficiary
K Fernandez
Beneficiary
State of Idaho } ss
County of Bannock }

On this 18 day of September, 2020 before me, personally appeared Dan H. Fernandez & Kirsten D. Fernandez known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Thais Mayre
Notary Public for the State of Idaho
Commission Expires: 6-13-25



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulation section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)...	THEN check the box for...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= Corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulation section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulation section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) **J**—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Formsto to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderFormsto to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ²
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kirsten D. Fernandez	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applicable to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 837 Dell	Requester's name and address (optional)
6 City, state, and ZIP code Chubbuck, ID 83202	
7 List account number(s) here (optional) 397548AM	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number 519-82-0699											
or Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are recurrently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ K Fernandez	Date ▶ 9-18-20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and these separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= Corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulation section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulation section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Issuing Office File Number: 397548AM

Transaction Identification Data for reference only:

Issuing Agent: AmeriTitle, Inc.
Issuing Office: 1523 Yellowstone Ave., Pocatello, ID 83201
Customer Reference No.:
Property Address: 603 E Oak Street, Pocatello, ID 83201
[Revision Number:]

1. Commitment date: July 29, 2020 at 7:30 A.M.

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy Standard Coverage Extended Coverage

Proposed Policy Amount: \$225,000.00
Premium: \$980.00

Proposed Insured:
Brayden Valerio

(b) 2006 ALTA Loan Policy Standard Coverage Extended Coverage

Proposed Policy Amount: TBD
Premium: \$0.00

Endorsements: TBD
Premium:

Proposed Insured:
Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a)

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Dan H. Fernandez and Kirsten D. Fernandez, husband and wife

READ AND APPROVED

5. The Land is described as follows:

Lots 1, 2 and 3 and the Northwest 15 feet of Lot 4 in Block 120 of Pocatello Townsite, Bannock County, Idaho, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Issuing Office File Number: 397548AM

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. The interest of the proposed insured will be subject to the community interest of the spouse or domestic partner, if married or in a domestic partnership at date of acquiring said interest, and further subject to matters which the records may disclose against the name of said spouse or domestic partner.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Issuing Office File Number: 397548AM

NOTES

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- B. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- C. According to the available County Assessor's Office records, the purported address of said land is:
603 E Oak Street, Pocatello, ID 83201 Map
- D. We find no activity in the past 24 months regarding transfer of title to subject property. Vesting Deed
- E. As of the date hereof there are no matters against Brayden Valerio which would appear as exceptions in the policy to issue, except as shown herein.

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EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

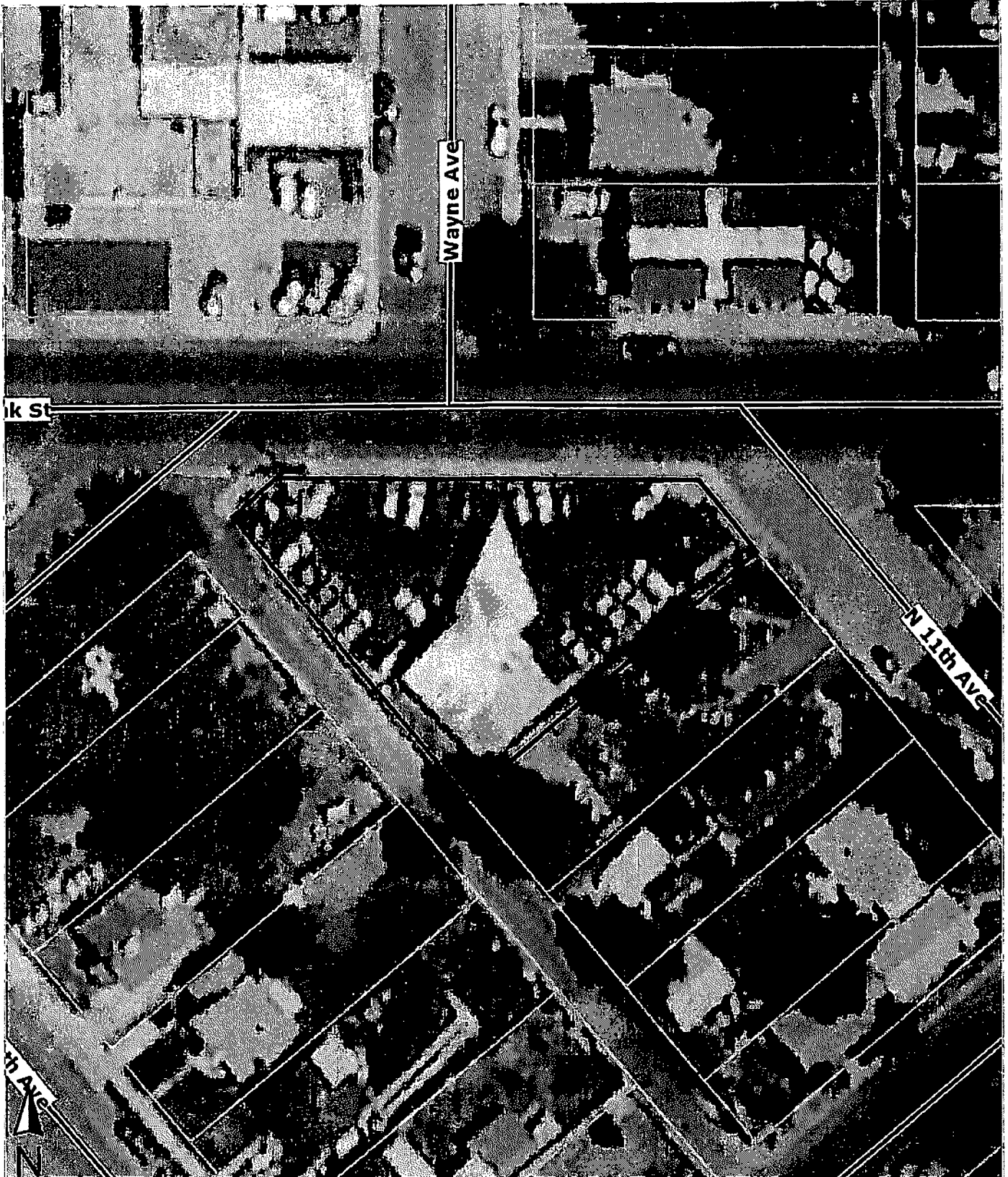
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof..
4. Easements, liens or encumbrances, or claims thereof, which are, not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records..
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights,, claims or title to water.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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9. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year.
Amounts shown do not include interest or penalty if delinquent.
Parcel Number: RPRPPOC069600
Year: 2019
Annual Taxes billed: \$2,417.38
First Half Taxes Payment Status: Paid
First Half Tax Amount: \$1,208.69
Second Half Taxes Payment Status: Paid
Second Half Tax Amount: \$1,208.69
Taxes as billed include the following exemptions: None
10. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
11. All minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto, whether expressed or implied.
12. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
13. Ditch, road and public utility easements as the same may exist over said premises.
14. Easements, reservations, notes and/or dedications as shown on the official plat of Pocatello Townsite.
15. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$50,000.00
Trustor/Grantor: Dan H. Fernandez and Kirsten D. Fernandez, husband and wife
Trustee: First American Title Company
Beneficiary: Cory Lamb and Gloria Teresa Lamb
Dated: February 14, 2018
Recorded: February 15, 2018
Instrument No.: 21802151
16. An abstract of Judgment for the amount shown below and any other amounts due:
Plaintiff: Bonneville Billing & Collections, Inc.
Defendant: Kirsten Fernandez
Court: Judicial
Case No.: CV03-19-4262
Amount: \$863.30
Recorded: February 7, 2020
Instrument No.: 22002263
17. Rights of tenants under existing leases or tenancies.

END OF SCHEDULE B

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This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Tax Master

Parcel: RPRPOC069600

Status: Active
 Tax year: **2019**
 Acct type: —

Bill: 646919
 Date billed: —
 Compliance: —
 Code area: 1-0000

Bank code: —
 FLB: —
 Owner code: —
 P.U.P.:

Primary owner:

FERNANDEZ, DAN H
 837 DELL RD, CHUBBUCK ID 832020000 USA

Situs Address:

603 E OAK, Chubbuck, ID 83202

Legal Description:

LOTS 1-2-3 N15' LOT 4 BLOCK 120 POCATELLO TOWNSITE

Tax Breakdown	
Market Value	\$ 122,367
Exemption	- \$ 0
Homeowner Exemption	- \$ 0
Net Market Value	\$ 122,367
Gross Tax Amount	\$ 2,337.38
Property Tax Reduction	- \$ 0.00
Special Charges	+ \$ 80.00
Net Tax Billed	\$ 2,417.38
Tax Payments	\$ 2,417.38
Taxes Cancelled	+ \$ 0.00
Specials Cancelled	+ \$ 0.00
Remaining Tax Due	\$ 0.00
Tax Anticipation Balance	\$ 5.06



1523 Yellowstone Ave. Pocatello, ID 83201 (208)232-4700 FAX (208)232-4709

ESCROW INSTRUCTIONS

TO: AMERITITLE, INC.

ESCROW # 397548AM

Seller(s): Dan H Fernandez and Kirsten D Fernandez

Buyer(s): Brayden Valerio

Legal Description:

Lots 1, 2 and 3 and the Northwest 15 feet of Lot 4 in Block 120 of Pocatello Townsite, Bannock County, Idaho, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

Seller hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Executed Deed,

Seller authorizes preparation, delivery, release, and recording of documents when AmeriTitle, Inc. holds for the account of the seller the sum as shown on the signed estimated closing statement and further authorizes credits, deductions, and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Sellers represent to AmeriTitle, Inc. they have read and approved the herein mentioned commitment for title insurance and have not executed any lien documents (such as a deed of trust or mortgage) that are not reflected on the commitment for title insurance. Sellers further acknowledge and will indemnify AmeriTitle, Inc. against any loss should a lien be executed by the undersigned and recorded prior to the closing of this transaction.

Buyer hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

Certified or collected funds, Loan proceeds and security instrument (if any) in the amount of \$215,000.00,

Buyer authorizes preparation, delivery, release and recording of documents when AmeriTitle, Inc. is prepared to issue an Owner's Title insurance policy (ALTA 2006) in Standard form in the amount of the sales price insuring the Grantee on the deed deposited by Seller on the property described in the commitment for title insurance: order # **397548AM**, report # subject to exceptions # **1-8,10-14,17** and recorded documents as shown above. Unless instructed differently within this file title to the subject property shall be conveyed into the names of **Brayden Valerio, an unmarried man**

If Buyer is obtaining a new loan, AmeriTitle, Inc. is authorized to record any documents and issue any ALTA Lender's policy required by or on behalf of Lender. Buyer further authorizes credits, deductions and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Seller and Buyer jointly provide the following authorizations/instructions to AmeriTitle, Inc.:

Prorate: AmeriTitle, Inc. is to pro-rate as of **September 18, 2020** the following and charge or credit to my account accordingly:

2020 Property Taxes

Assume a 365-day year, except in a leap year when it shall be a 366-day year, in any prorate herein provided, unless the parties otherwise instruct AmeriTitle, Inc.. AmeriTitle, Inc. is to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

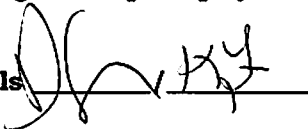
AmeriTitle, Inc. accepts no responsibility for and the undersigned hereby hold harmless AmeriTitle, Inc. for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Sellers(s) for the current year.

Initials 

Initials 

Closing: The expression "Close" or "Close of Escrow" for purposes of this agreement, means the date in which documents referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged. We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Documents may be released to a third party vendor for delivery to the parties and/or lender/broker involved. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, Inc. holds all necessary executed documents and all collected funds.**

Hazard Insurance: In all acts in this escrow relating to hazard insurance, including adjustments, if any, AmeriTitle, Inc. shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. The parties are to secure coverage outside of this escrow to protect their interest(s) as they may appear.

Copies: AmeriTitle, Inc. is authorized to furnish to any attorney, tax advisor, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, tax advisor, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

Counterpart & Email: These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by email and AmeriTitle, Inc. may complete all necessary actions without receipt of original signed instructions.

Receipt & Disbursement of funds: AmeriTitle, Inc. may at their discretion, receive and/or disburse any funds in connection with this agreement by electronic wire transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by AmeriTitle, Inc. for this service.

Refunds: Any funds remaining on deposit after closing or refunds received by you will be refunded to the party whose account was charged. No further instructions will be required by you from either party prior to the disbursement of any such refund. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable charge as custodian thereof not to exceed Twenty-Five Dollars (\$25.00).

Payoffs & Releases: Seller and Buyer authorize and instruct AmeriTitle, Inc. upon closing to pay all liens being released or discharged through this escrow in accordance with the payoff statements or instructions received by AmeriTitle, Inc. from the lien holders.

Seller and Buyer acknowledge the following:

AmeriTitle, Inc. has no liability or responsibility with respect to the following matters: (Unless expressly authorized by separate written instruction and acknowledged by AmeriTitle, Inc.)

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws.
- Compliance with State or Federal law relating to construction liens, homeowners protection act or lead based paint, seller disclosures, subdivision acts and/or zoning ordinances.
- Compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA.
- Filing and/or searching for any filed Financing Statements (UCC-1) and/or their release.
- Utilities such as but not limited to water, sewer, waste collection, electricity, fuel inventory will be handled by the parties outside of this escrow.
- Should this transaction fall under the Housing and Economic Recovery Act (HERA), the parties represent to AmeriTitle, Inc. all review dates have been granted to them by their lender and the parties acknowledge AmeriTitle, Inc. is not monitoring any compliance dates on their behalf.
- Additional taxes levied and any prorating adjustments under Idaho Code Sections 63-403 & 63-2203.

Seller and/or Buyer agree to the following:

Continuing Authorization to Close: Seller and Buyer declare that these instructions are a continuing authorization to close when all of the documents and funds for closing are deposited, unless Seller or Buyer deposits a written notice to cancel or suspend the authorization to close before this transaction is considered final. Seller and Buyer declare that time is of essence for these instructions. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, Inc. holds all necessary executed documents and all collected funds.**

Contingencies of Earnest Money Agreement: All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied to with the complete satisfaction of the parties or will be complied with outside of escrow. These closing escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow.

Termination of Escrow: AmeriTitle, Inc.'s liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle, Inc. may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. AmeriTitle, Inc. shall be entitled to reimbursement for any and all costs expended and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee. Buyer and seller agree to be jointly and severally liable for the escrow cancellation fee. Any earnest money deposited with AmeriTitle, Inc. shall be refunded only upon written instructions from parties, EXCEPT in the event the earnest money has been deposited by the Broker, AmeriTitle, Inc. is hereby authorized to refund same to the broker's account for his disposition to the parties. In the event AmeriTitle, Inc. has incurred expenses in connection herewith, AmeriTitle, Inc. shall be entitled to retain expense from the earnest money and forward the balance to the broker.

Conflicting Instructions: In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle, Inc. may at its election

- (a) hold all matters in their existing status pending resolution of such dispute to AmeriTitle, Inc.'s satisfaction, or
- (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds, or
- (c) resolve by arbitration in accordance with the rules of the American Arbitration Association and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In the event of such dispute and AmeriTitle, Inc.'s election of an alternative described above, AmeriTitle, Inc. shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court. Seller and Buyer shall be responsible for costs associated with any of the above actions taken.

Attorney Fees: It is further agreed that in the event of any suit or claim made against AmeriTitle, Inc. by either or both parties to this agreement, that said parties shall be required to pay AmeriTitle, Inc. all expenses, costs and reasonable attorney's fees in connection therewith, whether suit is instituted by AmeriTitle, Inc. or any of the parties hereto.

Certificate of Non Foreign Status

Seller herein has provided escrow agent with a completed and executed Certification of Non Foreign Status confirming that they are not a Non Resident Alien, according to the definition under the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA. This completed document shall be retained in the escrow file according to the document retention requirements of the state. In the event that the Buyer is notified by the Internal Revenue Service and upon written request along with a copy of the Internal Revenue Service notice, AmeriTitle, Inc. is authorized to provide a copy of the completed Certification of Non Foreign Status to the Buyer.

Exception for exempt Seller: If the Seller is a U.S. Government Agency then they are exempt from FIRPTA withholding and escrow agent will not obtain a Certification of Non Foreign Status.

If Seller is a Non Resident Alien, then it will be up to the Buyer to determine if FIRPTA applies. AmeriTitle, Inc. assumes no liability or responsibility to the seller and/or buyer for compliance under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act. If the parties determine that FIRPTA applies, the Seller and Buyer will be responsible for providing and completing the documents and forms required in the IRC code and for executing additional instructions to AmeriTitle, Inc.. AmeriTitle, Inc. will assist the Buyer and Seller in facilitating the withholding of funds from the Seller and delivering said funds to the IRS along with the executed forms.

1099 Reporting: AmeriTitle, Inc. will report the sale of any real property transaction as required to the IRS unless the transaction is exempt per IRS guidelines, or a certification has been provided that the sale qualifies as the sale of a principal residence, or a certification has been provided that the Seller qualifies as an exempt volume transferor, or the Seller is considered to be a corporation under IRS Regulation Section 1.6045-4(d)(2).

Acknowledgements and representations of Seller and Buyer:

Legal Advice: AmeriTitle, Inc. is not licensed to practice law and AmeriTitle, Inc.'s duties and obligations under this agreement are limited to those of an escrow holder. Seller and Buyer have not been referred by AmeriTitle, Inc. to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question we may have. Any and all documents, which AmeriTitle, Inc. has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

Deposits: Seller and Buyer understand that all checks will be processed for collection in the normal course of business. Parties further understand that all checks required to close must be payable to AmeriTitle, Inc. and must be **collected funds**, as required by federal and state statutes and regulations prior to your disbursement of any funds. AmeriTitle, Inc. may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its escrow account with any bank authorized to do business in the state. It is understood that AmeriTitle, Inc., except by virtue of separate signed instructions there shall be no obligation to invest the funds on deposit on behalf of any depositor, nor shall AmeriTitle, Inc. be accountable for any earnings or incidental benefit attributable to the funds which may be received by AmeriTitle, Inc. while AmeriTitle, Inc. hold such funds.

Settlement Statement Review: Pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations. Buyer and Sellers understand not all transactions require a settlement statement.

Review: The seller and buyer acknowledge that they have been given adequate time and opportunity to read and understand these escrow instructions and all other documents referred to in the transaction. The seller and buyer have read and approved the commitment for title insurance, estimated closing statement, escrow instructions and any addendums. Seller represents to AmeriTitle, Inc. there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bill, or any other obligations which are the responsibility of the seller and which are not shown on the above documents. The seller understands and agrees that any obligation known to them and not disclosed herein, remains the responsibility of the seller subsequent to the closing of this transaction.

Undisclosed items: The undersigned understands and agrees that any obligation known to them and not disclosed herein remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned seller further understands and agrees that any payoffs made on their behalf in this escrow are made by AmeriTitle, Inc. with complete reliance on figures supplied by the lender, creditor or taxing agency. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees to immediately upon request from AmeriTitle, Inc., provide the additional funds needed to complete said payoffs.

Privacy Policy: In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle, Inc.'s Privacy Policy

PLEASE READ THE COMMITMENT FOR TITLE INSURANCE AND YOUR CLOSING STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. AmeriTitle, Inc. AS THE ESCROW AGENT, IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

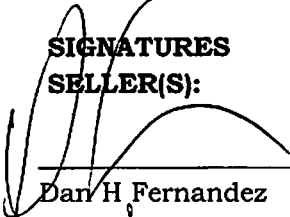
NOTICE: The Principal(s) to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. AmeriTitle, Inc. assumes no responsibility for, nor will Purchaser and Seller hold AmeriTitle, Inc. liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

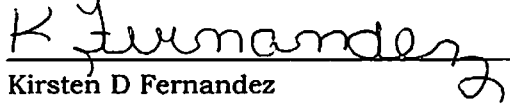
READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):



Dan H Fernandez

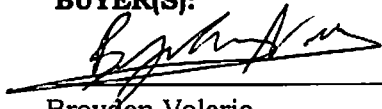


Kirsten D Fernandez

837 Dell

Chubbuck, ID 83202

BUYER(S):




Brayden Valerio

4211 Bountiful Blvd

Bountiful, UT 84010

Accepted 9.18.2020

AMERITITE, INC.

By: _____
Thais Ayre

ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # 397548AM

DATE: September 17, 2020

My/our previous instructions in the above-referenced escrow are hereby supplemented to include the following and are made a part herein.

A fire insurance binder will be required to be deposited with AmeriTitle, Inc. upon the close of this escrow. The insurance binder will be provided by: Curtis J. Vernon Ins. Agency

All parties to this transaction instruct AmeriTitle, Inc. to follow the instructions of the buyer's lender, if any, and the Buyer's Deed instructions regarding the buyer's name to be used on the conveyance document. The parties acknowledge in some cases the seller may have already executed the conveyance document and give AmeriTitle, Inc. permission to correct any necessary changes to the buyer's name and or mailing information. Buyer further acknowledges the Owners Title policy will be issued to reflect any changes made by buyer or lender. These changes shall be in compliance with the buyers or lender written instructions and shall supersede any instructions executed previously or concurrently.

These corrections are limited to:

- Buyer's (Grantee's) name to correct a typographical error, addition or deletion of middle name/initial
- Concurrent interest of grantee, such as addition or deletion of survivorship or percentage of ownership
- Mailing address of Buyer
- Mailing address for tax statements

The undersigned acknowledge that all property inspections and final repair bills to be collected and paid for by AmeriTitle, Inc. have been submitted prior to close of this escrow. Any bills presented after closing will be handled by the parties outside of escrow and AmeriTitle, Inc. will be held harmless for collection and payment of same.

The buyer herein is aware that payment for taxes due for the current tax year are the buyer's responsibility and that buyer has received a prorated credit for the seller's share through this escrow, based on instructions contained herein. Escrow accepts no responsibility for the delivery of said tax bill to the buyer, and should the buyer not receive the tax bill, it shall be the buyer's responsibility to obtain same from the tax collector's office prior to the payment due date. FURTHER, ANY DIFFERENCE BETWEEN THE PRORATED FIGURE AND THE ACTUAL BILL AMOUNT WILL BE SATISFIED BETWEEN THE PARTIES OUTSIDE OF THIS ESCROW WITH NO LIABILITY OR RESPONSIBILITY TO AmeriTitle, Inc..

You are hereby instructed to prepare the following Warranty Deed from Dan H Fernandez and Kirsten D Fernandez to Brayden Valerio. Promissory Note and Deed of Trust from Brayden Valerio to Dan H. Fernandez and Kirsten D. Fernandez It is herein understood that AmeriTitle, Inc. is acting as a scrivener only and has not given any advice or interpretation of the effect of these documents to the undersigned. The undersigned have/has been advised to seek legal advice to ensure that their interest is being met and/or secured. The undersigned parties hereby acknowledge that they have read and reviewed said documents so drawn as to both content and accuracy and approve their use in this escrow and to hold AmeriTitle, Inc. harmless from any liability or responsibility with regard to said documents.

AmeriTitle, Inc. is hereby authorized and instructed to insert the following dates into the documents used in closing, when the date of closing is available:
(The date of closing shall mean the date documents are recorded)

1. Interest shall begin on **September 18, 2020**.
2. The first payment shall begin **November 1, 2020**, with like payments due on the same day of each **month** thereafter.
3. The full unpaid balance is due and payable on or before **October 1, 2050**

You are further instructed to insert the following phrases in the Promissory Note:

You are authorized and instructed to place the following wording on the Promissory Note and Deed of Trust being prepared by you in favor of Seller(s) and we hereby indemnify and hold you harmless from and against any and all liability in connection with the use of same. Further, we acknowledge that we have been advised to seek legal counsel of our own choosing and at our own expense concerning the effect of the following wording. We understand that AmeriTitle makes no representations or warranties as to the effect of the following language:

Type on the Promissory Note:

The indebtedness evidenced by this Note is secured by a Deed of Trust, and by reference to said Deed of Trust the rights of Beneficiary to acceleration of the indebtedness evidenced by this note are incorporated herein.

Type on the Deed of Trust:

If all or any part of the subject real property, or an interest therein is sold, conveyed or contracted to be sold or transferred in the future by agreement without the Beneficiary's prior written consent, excluding transfer by devise, descent or operation of law, the Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable. If the Beneficiary shall waive the option to accelerate as provided by accepting in writing an assumption agreement of the successor in interest, Beneficiary shall then release Grantor under this Deed of Trust and Note.

If any installment (or portion thereof) due hereunder is not received by the holder of this note within **15** days after the due date thereof, the undersigned agrees to pay to holder, in addition to the regular payment amount, a late charge of **\$66.55**

Further provided that there shall be no penalty for prepayment.

The parties direct that in addition to monthly installments of principal and interest as set forth herein, the Buyer shall a sum equal to 1/12th of the annual taxes and/or insurance premium into a reserve account established at AmeriTitle. AmeriTitle, Inc. is authorized to collect from the Buyer's funds at closing sums sufficient to establish the reserve account and to transfer said sums to the appropriate Account Servicing Department.


The parties herein instruct AmeriTitle, Inc. to deliver the appropriate original documents, fees and funds for reserve, if applicable, directly to AmeriTitle Account Servicing department in **Weiser, ID 83672** for collection of payments as set forth in the Long Term Account Servicing instructions.

The cost of the Account Servicing setup fee will be paid by **Split equally**. The disbursement fee will be paid by **buyer**.

If this transaction involves a manufactured home, unless directed by the undersigned to exempt the title to the Manufactured Structure (MS), AmeriTitle, Inc. will add the Seller/Lender as a Secured Party to the MS Title to perfect their lien on the personal property. AmeriTitle, Inc. has not given any advice or interpretation as to the effect of this action. The Seller/Lender has been advised to seek legal advice to ensure their interest is being met and/or secured.

READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

**SIGNATURES
SELLER(S):**



Dan H Fernandez



Kirsten D Fernandez

837 Dell
Chubbuck, ID 83202

BUYER(S):



Brayden Valerio

4211 Bountiful Blvd
Bountiful, UT 84010



1523 Yellowstone Ave. Pocatello, ID 83201 (208)232-4700 FAX (208)232-4709

IDAHO PROPERTY CONDITION DISCLOSURE ACT

SELLER: Dan H Fernandez and Kirsten D Fernandez

BUYER: Brayden Valerio

PROPERTY: 603 E Oak Street, Pocatello, ID 83201

The undersigned Buyer and Seller of the Property identified above hereby instruct and make disclosures to the Closing Agent as follows:

- The Closing Agent is NOT the agent of the Seller for the purposes of disclosures required by the Idaho Property Condition Disclosure Act

- The Buyer acknowledges receipt of the disclosures required from the Seller and/or agent outside of the closing.

The undersigned Buyer and Seller indemnify and agree to save AmeriTitle, Inc./or agents harmless from loss, damage, fees or expense relating to compliance with the provisions of the aforesaid act.

Date: September 17, 2020

File No.: 397548AM

Sellers:

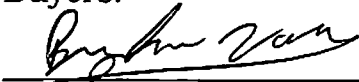


Dan H Fernandez



Kirsten D Fernandez

Buyers:



Brayden Valerio

INSTRUCTIONS TO AMERITITLE, INC. FOR PREPARATION OF DEED (Idaho)

ESCROW No.: 397548AM
PROPERTY ADDRESS: 603 E OAK STREET, POCATELLO, ID 83201
ESCROW AGENT: AmeriTitle,
Inc.
1523 YELLOWSTONE AVE., POCATELLO, ID 83201

The Buyer or Borrower in the above escrow instructs AmeriTitle, Inc. to provide scrivener services in connection with preparation of a deed for use in the above escrow, using the following forms and other specifications:

1. Names of Grantee(s) on Deed:

- (a) Show name(s) exactly as specified in sale and purchase agreement that is the subject of this Escrow, or if I am obtaining a loan, show names as indicated on the loan documents.
- (b) Show name(s) as follows: _____, or if I am obtaining a loan, show names as indicated on the loan documents.
- (c) For any grantee entity, specify type of entity: _____, and state of domicile (formation): _____
(For all entity or representative capacity grantees, AmeriTitle, Inc. must be provided with proper documentation)

2. Vesting of the Grantee(s) on Deed:

- (a) Deed has a single grantee-an individual man or woman.
- (b) Married Couple
- (c) Joint Tenants, each as to an undivided _____ [fraction or %] interest. [Use for equal interests; use option (d) for unequal interests.]
- (d) Other joint ownership. Specify: _____

3. Current Mailing Address for Grantee:

Use address as follows: 603 E. Oak ST. Pocatello ID 83201

4. Address for Return of Deed after Recording:

Use address as follows: _____

5. Address for Tax Statements (sent by mail in late November):

Use address as follows: _____

6. **Scrivener's warning.** With respect to Escrow Agent's service as scrivener to fill in blanks in the deed consistent with the above specifications, please be advised:

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE ESCROW AGENT.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Buyer / Borrower Signatures:

Dated: 9/18/20


Brayden Valerio

COMMON WAYS TO HOLD TITLE

THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO REPLACE LEGAL ADVICE FROM YOUR ATTORNEY OR TAX CONSULTANT.

YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

As an Individual Man / Woman – An individual may hold title in his or her name alone whether they are married or unmarried. If the individual is married the property is considered community property in Idaho unless the spouse deeds their interest. (Joe Doe, a married man as his sole & separate property). If married, a quitclaim or warranty deed from his spouse will be required).

Married Couple – conveyance to a married couple is presumed to be husband and wife. (John Doe and Jane Doe, husband and wife) Recent law changes allows for the additional phrase “husband and wife community property with right of survivorship” (John Doe and Jane Doe, husband and wife community property with right of survivorship)

Joint Tenancy – provides that two or more single/unmarried individuals may take title as joint tenants with right of survivorship. (John Doe, Fred Smith and Betty Jones as joint tenants).

Entity – A recognized legal entity may hold title to real property, examples are Partnership (general or limited), Limited Liability Company, or Corporation. The grantee's name should be exactly as registered with the State of Idaho or other state where the entity was created.

Representative Capacity – Title to real property may also be held by an individual or entity in their capacity acting on behalf of others, e.g. John Doe, Personal Representative of the Estate of Betty Jones, deceased; John Doe, Trustee of the Betty Jones Trust.

****For all entity or representative capacity grantees, AmeriTitle, Inc. must be provided with proper documentation****



NOTE: No changes may be made on this form without AmeriTitle's approval. These instructions are addressed to AmeriTitle from the undersigned.

Payments processed at:
128 E Main St., Weiser, ID 83672 / Ph: 208-414-1792 / Fax: 208-414-1794

LONG TERM ACCOUNT SERVICING ESCROW INSTRUCTIONS

Escrow No.: 397548AM
Closing Branch: 1523 Yellowstone Ave.,
Pocatello, ID 83201
Escrow Officer: Thais Ayre

Account Servicing No.:

SELLERS/PAYEES:
Dan H. Fernandez and Kirsten D. Fernandez
Mailing Address: 837 Dell Rd.
Chubbuck, ID
Phone: 208-406-4571
E-Mail:

BUYERS/PAYORS:
Brayden Valerio
Mailing Address: 4211 Bountiful Blvd
Bountiful, UT 84010
Phone: (801) 678-1134
E-Mail: Brayden.valerio@gmail.com

Address of Property Secured: 603 E Oak Street, Pocatello, ID 83201

The undersigned hereby deliver to you the papers, money or property hereinafter described to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth, to which the undersigned hereby jointly and severally agree:

ESCROWED DOCUMENTS:

- Trust Deed
- Note
- Request for Reconveyance
- W-9 for all parties

PLEASE NOTE: AmeriTitle will not accept a new account for servicing unless appropriate executed release documents are deposited as part of the set up.

 1 Please indicate the number of properties this debt secures.

You are mutually instructed and directed to hold the above-described document(s) as an escrow and to deliver the same to the payor(s), or any of them, upon payment to you of the following:

PAYMENT TERMS:

\$215,000.00	Principal Balance	Monthly	Payment Frequency
7%	Interest Rate	October 1, 2050	Maturity Date
September 18, 2020	Interest Start Date	November 1, 2020	First Payment Due Date & Subsequent Installment due on same day thereafter
\$1,331.00	Payment Amount		

INTEREST IS CALCULATED ON:

- 365 DAY YEAR
- 360 DAY YEAR (Interest only regardless of number of day between payments)

Unless otherwise instructed, any request for "Interest Only Payments" shall be calculated based on a 360 day year.

PREPAID INTEREST:

Prepaid interest has been adjusted between the parties outside of this Account. AmeriTitle shall credit Buyer with paying prepaid interest in the amount of \$534.56 which covers the timeframe from September 18, 2020 to October 1, 2020.

PREPAYMENTS:

This contract can be paid in full at any time

Payments in excess of those shown are not permissible without the written authorization of the Payor/Beneficiary. The entire payment received that includes unauthorized additional funds will be returned to the Payee.

Payments in excess of those shown are limited as follows:

AmeriTitle is to add as a prepayment penalty the sum of \$[Enter Data] -or- [Enter Data] % of the unpaid principal balance if this account pays off before [Enter Data].

LATE FEES:

Late fees in the amount of 5 % -or- \$66.55 are due and payable when payment is 15 days late after the payment due date.
(if late fee is a percentage, percentage is based on payment amount unless otherwise instructed. Payment date is included in the computation unless otherwise instructed.)

Payment date is included in the computation.

Payment date is excluded in the computation.

Please note - late fees cannot be included on these instructions if the Promissory Note or Contract does not provide for a late fee.

PROPERTY TAXES/INSURANCE:

Paid by Buyer, no record is maintained by AmeriTitle

See Attached Reserve Account Agreement (which includes additional fees for servicing this account)

SERVICE FEES:

Disbursement fee for this account is currently \$10.00 for the first check and is subject to change. Additional charges may be assessed for additional services requested.

Disbursement fee is paid by:

Buyer/Payor

Seller/Payee/Lender

Equally shared by parties

First Check fee paid by Buyer/Payor

Additional check fee charge paid by Seller/Payee

SPECIAL INSTRUCTIONS:

If all or any part of the property described herein, or an interest therein is sold, transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable. If the Beneficiary shall waive the option to accelerate as provided by accepting in writing an assumption agreement of the successor in interest, Beneficiary shall then release Grantor under this Deed of Trust and Note.

Unless specifically addressed in these instructions and approved by AmeriTitle Long Term Servicing, AmeriTitle will not monitor any special terms addressed in the above documents.

In addition, AmeriTitle will not monitor for default interest, accelerated interest or compound interest.

ALL PAYMENTS RECEIVED SHALL BE APPLIED AS FOLLOWS: First to handling fees, Second to Reserves if any, Third to late charges if any, Fourth to interest, and any remaining funds shall be applied to the unpaid principal balance. ALL ACCOUNTS, REGARDLESS OF WHETHER OR NOT THESE INSTRUCTIONS DESIGNATE THE PAYMENT AS "INTEREST ONLY" SHALL BE HANDLED IN THE MANNER SET OUT ABOVE.

Any Payment Received After 1:00 PM may be posted the next business day.

Post-Dated Checks Are Not Accepted and will be returned to Buyer/Payor via regular mail.

You are to distribute the proceeds as set out in the Disbursement Instruction attached and made a part hereof or as payees may advise in writing from time to time. PAYMENTS TO UNDERLYING ACCOUNTS CANNOT BE CHANGED WITHOUT THE WRITTEN AUTHORIZATION OF PAYORS AS LONG AS AN UNPAID BALANCE REMAINS ON SAID ACCOUNT.

You are instructed to disburse funds as received in your office and in the event any checks received by you are uncollectable, the undersigned both jointly and severally, upon demand, agree to immediately reimburse you for funds advanced. Until repaid, the escrow agent may retain all future payments and apply them first toward the payment of the returned check or checks. YOU SHALL HAVE THE RIGHT TO DEMAND PAYMENT IN THE FORM OF CERTIFIED FUNDS AT ANY TIME. At your option, you may defer disbursement of funds received until you have collected funds.

- 1) You are authorized to accept and process funds tendered whether or not it or any installment is then in default. **No partial payments will be accepted on this account.** Any partial payments or other funds received that cannot be processed immediately will be returned. Unless instructed otherwise herein, Payors may make additional payments to the account in any amount as long as it is made in conjunction with the regularly scheduled payment. Any additional or advance payment made by Payor shall not excuse Payor from making the regular payments provided for in the contract. Except as noted below, unless account is considered delinquent, mutual instructions from payee/payor are required to cancel this account.

PAYORS INITIALS:

- 2) When the account is 30 days delinquent, or upon proper notice to you that the balance has been accelerated and/or foreclosure procedures have begun, and upon the receipt of written demand from the Payees or an attorney at law representing the Payees specifying the account is in default, you are authorized to deliver all documents in your possession to the Payees or their designee and terminate this escrow. AmeriTitle is authorized to provide a quote and accept a payoff on this account as long as the account remains open, regardless if the account is in default or foreclosure. AmeriTitle is released of any and all liability regarding the quoting and accepting of a payoff if the Payee or their representative fails to close the account if it is 30 days delinquent, the balance has been accelerated and/or foreclosure proceedings have begun.
- 3) When you have received for the Payees, payment in full as above provided you will surrender all the above documents, other than any contract described above and any assignment thereof, to the Payors or any of them. Except as herein provided, none of the above-described documents shall be released by you to any person except upon the concurring written instructions of all the parties hereto or their successors in interest.
- 4) You are authorized to retain all funds paid into this escrow after you have received notice of the death of one of the Payees until you have received from the surviving Payee or the personal representative of the deceased Payee joint written instructions for the disposition of such funds, or until you shall have been otherwise satisfied of the identity of the person or persons entitled to receive such funds; the provisions of this paragraph shall be applicable whether or not the Payees are husband and wife and whether or not the documents deposited herewith shall create or purport to create a right of survivorship, as between the Payees.
- 5) Notwithstanding anything to the contrary therein appearing, you have no duty to know or determine the performance or nonperformance of any term or condition of any contract or agreement between the parties hereto, and your duties and responsibilities are limited to those specifically stated herein. You have no responsibility for the authenticity, validity or sufficiency of any document deposited or for the accuracy of any description of any document deposited, the description having been supplied by the parties. Your sole duty with respect to such documents is to hold and dispose of the same as herein provided. In the event of conflict or omission between the agreement between the parties and the Escrow Instructions the Escrow Instructions shall control as to the Escrow Agent.
- 6) In the event the interest of either the Payee or Payor shall pass to any other party or parties, you are not required to take notice of same unless and until such documents in evidence thereof as may be satisfactory to you and required by you have been deposited with you together with any assignment fee required.
- 7) If a controversy shall arise between the parties hereto or with any third person, you may await the outcome of such controversy by final legal proceedings, or otherwise, as you may deem appropriate, or you may institute such interpleader or other proceedings, as you may deem proper, and in such events you shall not be liable for interest or damages. In the event of any controversy whether or not resulting in litigation, or in the event of an action to recover your expenses or charges from either or both of the parties hereto, you shall be entitled to reasonable attorney's fees and reimbursement of your expenses.
- 8) If any fire insurance or other insurance policies are deposited in this escrow, you shall have no responsibility for the sufficiency thereof, and you shall have no duty to pay or see to the payment of any premiums thereon or to renew or to see to the renewal thereof or to notify any person of the expiration thereof. Your responsibility with respect to any such policy shall be the safekeeping thereof.
- 9) If taxes, insurance premiums, collection costs, or advances to service underlying debt owed by Payee are paid by Payee and Payee requests in writing that these amounts be added to the unpaid balance of the account, escrow company does not have a duty to determine the validity of these sums, but shall add said sums to the unpaid balance when notified in writing by Payee together with evidence of such payment. Interest shall accrue on such sums from the date notice is received by escrow agent.
- 10) In addition to the escrow set-up fee, the parties jointly and severally agree to pay reasonable compensation for any services not described in these instructions and you are given a lien upon all funds, documents and other property held by you to secure the payment of all your fees and expenses or to reimburse you in the event any checks delivered to you for this account shall be returned unpaid for any reason. The parties agree to pay your collection fees, which are subject to adjustment, according to your published rates in effect at the time payment is due. FEES, WHICH BECOME DUE

BASED ON ADDITIONAL SERVICES REQUESTED, WILL BE CHARGED TO THE PARTY REQUESTING THE SERVICE.

- 11) At any time after the expiration of one year from the time when this escrow should by its terms be concluded or when inactive for 1 year, you may, without notice to the parties, close your records, deliver the documents in your possession by specialized delivery services, to the Payee(s), thereby terminating your responsibilities with respect to this escrow.
- 12) This agreement is binding upon the heirs, executors, administrators, successors, and assigns of all parties hereto.
- 13) In the event any provision in the escrow instructions or contract herein shall refer to a mortgage or contract balance, which is being computed other than in your escrow, escrow shall not be bound to keep a record of the said balance. It shall be the duty of the parties hereto to keep the escrow company advised of said balance. No Liability shall attach to an action or failure to act by AmeriTitle, in the event information has not been delivered to it prior to a time any such information shall be material to the performance of the escrow instructions or contract.
- 14) Escrow Company is under no obligation to give notice as to changes of interest or ownerships, lapses of insurance, the state or payment of taxes or assessments, or other encumbrances, condemnations, fires, or the condition of any property mentioned in the documents handed to it, or cause notice of delinquency; or dishonor or protest to be given; and any giving of such notice by Escrow Company shall not be deemed to be an assumption by it of any obligation as to the giving of any subsequent notice or notices.
- 15) An NSF charge shall be imposed by Escrow Agent for any payment dishonored for any reason as well as any other fees or costs due Escrow Agent. Payees agree to refund to Escrow Agent upon request any remittances made by Escrow Agent that were subsequently dishonored. The NSF charge shall accompany the next payment made by Payor or Escrow Agent will deduct the fee from the next payment received. In the event of an NSF check Escrow Agent may thereafter require all payments to be made by money order or cashier's check.
- 16) AmeriTitle reserves the right to hold funds on any check received until notification from the bank or other satisfactory evidence is received by AmeriTitle.
- 17) You are authorized to release any information regarding this escrow to a party identifying themselves as representing the undersigned or any of them.
- 18) You may resign from and cancel this escrow agreement at your option upon thirty (30) days written notice of your intention to do so by ordinary mail to the parties hereto at their respective addresses last known to you. At the expiration of said period you may return the papers herein by specialized delivery service, to the Payee, or any of them, and your liability hereunder shall thereupon cease and terminate.
- 19) This escrow may be transferred to any other licensed escrow agent without further consent of the undersigned.
- 20) In construing these instructions and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions thereof to apply equally to corporations and to individuals.
- 21) In the event your check is lost or misplaced, you may upon receipt of signed request and Indemnity Affidavit for Missing Check, order a stop payment from your bank. A reissue fee will be charged.
- 22) In the event the documents deposited herein, or by subsequent amendments or changes, have been executed by Power of Attorney, you shall not be responsible for determining the status or validity of said Power of Attorney. You may rely on any such Power of Attorney until you receive actual notice of revocation.

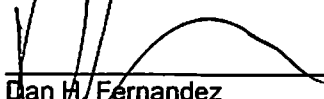
In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle's Privacy policy.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW.

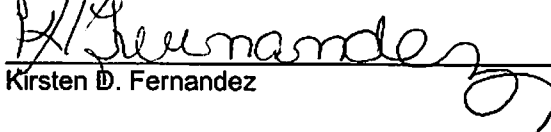
READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Dated this _____ day of _____, _____.

SELLERS/PAYEES/LENDER:



Dan H. Fernandez



Kirsten D. Fernandez

BUYERS/PAYOR:



Brayden Vaterlo

The above Escrow Instructions received and accepted this ____ day of _____, _____.

AmeriTitle

By: _____

ADDENDUM TO LONG TERM ACCOUNT SERVICING ESCROW INSTRUCTIONS

RE: Account Servicing Escrow # _____

DATE: _____


(All Buyers/Payor need to complete % allocation and sign)

Interest received/paid on this account will be reported to the IRS using the following percentages:

WARNING: PLEASE ASSURE THAT THE SOCIAL SECURITY, TAXPAYER IDENTIFICATION NUMBER YOU PROVIDE FOR THIS ACCOUNT IS ACCURATE. IF WE ARE ADVISED THAT THE NUMBER YOU HAVE FURNISHED IS INCORRECT WE WILL BE UNABLE TO OPEN THIS ACCOUNT UNTIL CORRECT INFORMATION IS PROVIDED.

BUYER NAME	PERCENTAGE
Brayden Valerio	100%
_____	_____
_____	_____
_____	_____

BUYER SIGNATURES:



Brayden Valerio



128 E Main St. Weiser, ID 83672 (208) 414-1792 FAX (208) 414-1794

ACCOUNT SERVICING ESCROW RESERVE ACCOUNT AGREEMENT

Escrow No.: 397548AM

Office: Pocatello / Escrow Officer: Thais Ayre

1. The parties to the above Account Servicing escrow account desire to establish a reserve account for the purpose of holding funds to pay the following on the property described in said escrow account for Bannock County.

Check all that apply---

- Insurance
- Taxes

Acct./Policy No.	Payee Name	Mailing Address
RPRPPOC069600	Bannock County Treasure	624 E Center Room 203 Pocatello, ID 83201

2. AmeriTitle shall not be responsible to monitor payment for these items, but shall only pay tax and/or insurance bills, if they are presented to the escrow. Payments shall be made only in the amount of the funds on deposit in said reserve account and escrow agent shall not be liable to make up any shortage of funds. The parties to the escrow agreement will be notified if the funds are insufficient to pay the bills in full and Buyer agrees to immediately deposit the amount of shortage into the reserve account to pay any balances due. AmeriTitle shall not be responsible if Buyer does not comply with the request for additional funds.

3. The parties hereto acknowledge that any reserve account established does not earn interest.

4. Adjustments to the payments will be made as of the payment due December of each year and will be based on the prior years' gross payment amounts plus 10%. Special relief programs or special reductions to prior years' billings will not be considered in this calculation.

5. At the time the payment adjustment is made, excess funds in the reserve account may be applied to reduce the next years' monthly reserve payment or refunded at the discretion of AmeriTitle.

6. All terms and provisions of the Account Servicing instructions signed concurrently herewith are incorporated herein.

7. The initial amount being deposited to establish the tax and/or insurance reserve is \$2,437.60 .

Payment Breakdown:

Principal and interest:	\$1,331.00
Monthly Tax Reserve:	\$221.60
Monthly Insurance Reserve:	\$0.00
Total PITI (Principal/Interest/Tax/Insurance)	\$1,552.60 ***

*** SERVICING FEE MUST BE PAID IN ADDITION TO THIS AMOUNT

IN THE EVENT THE ESCROW IS CLOSED FOR DEFAULT, ANY ACCUMULATED RESERVE BALANCE SHALL BE RELEASED TO SELLER/PAYEE. AMERITITLE SHALL HAVE NO RESPONSIBILITY TO ACCOUNT FOR SAID FUNDS TO BUYER/PAYOR.

If the reserve account funds become insufficient, AmeriTitle may resign from and cancel this escrow agreement to maintain reserve funds upon thirty (30) days written notice of our intention to do so by ordinary mail to the parties hereto at their respective addresses last known to us. At the expiration of said period, we will release any funds we are holding to the appropriate tax office and/or insurance company, thereby terminating AmeriTitle's responsibility to you with respect to Reserve Accounting. The main file shall remain active but the responsibility to pay taxes, insurance or other reserves shall fall to the parties herein.

READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

We hereby hold AmeriTitle harmless for nonpayment should we fail to provide proper billings. AmeriTitle is not held responsible should the payor fail to have sufficient funds due on tax and insurance payments and it is the responsibility of the payor to see that sufficient funds are available.



Dan H Fernandez



Kirsten D Fernandez



Brayden Valerio

The foregoing instructions have been acknowledged and received by:

AMERITITLE

By: _____

Dated: _____