



United Country RealQuest Realty, LLC
2518 Monument Rd. #B Grand Junction, CO 81507
David Woodward Broker Associate
Ph: 970-261-3850 Fax: 970-256-1766

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

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

CLOSING INSTRUCTIONS

Date: 4/22/2016

1. PARTIES, PROPERTY. Philemon Hinkle and Amber Hinkle, Seller, and , Buyer, engage Colorado Title & Closing Services, LLC, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property

known as No. 2214 Coke Ovens Court, Grand Junction, CO 81507,

and more fully described in the Contract to Buy and Sell Real Estate, dated , including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

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

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

4. CLOSING FEE. Closing Company will receive a fee of \$ 200.00 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9,10 and 11.

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

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

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

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

10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

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

13. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

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

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

[n/a](#)

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

17. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

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97 **18 . NOTICE, DELIVERY, CHOICE OF LAW.**

98 **18.1 Physical Delivery.** Except as provided in § 18.2, all notices must be in writing.

99 Any notice or document to Buyer is effective when physically received by Buyer, any individual
100 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
101 document to Seller shall be effective when physically received by Seller, any individual seller, any
102 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
103 Closing Company shall be effective when physically received by Closing Company, any individual of
104 Closing Company, or any representative of Closing Company.

105 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
106 written notice may be delivered in electronic form by the following indicated methods only:

107 ☒ **Facsimile** ☒ **E-mail** ☒ **Internet** ☐ **No Electronic Delivery..** Documents with original
108 original signatures shall be provided upon request of any party.

109 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
110 by and construed in accordance with the laws of the State of Colorado that would be applicable to
111 Colorado residents who sign a contract in this state for property located in Colorado.

112
113 Buyer: _____ Date: _____

114
115 Address:

116 Address:

117 Phone No.:

118 Fax No.:

119 Electronic Address:

120
121 Buyer: _____ Date: _____

122
123 Address:

124 Address:

125 Phone No.:

126 Fax No.:

127 Electronic Address:

128

129 *Philemon Hinkle*

Date: 4/24/2016

Seller: **Philemon Hinkle**

130 Address: 2214 Coke Ovens Ct

131 Address: Grand Junction, CO 81507

132 Phone No.:

133 Fax No.:

134 Electronic Address: aphinkle@gmail.com

135

Amber Hinkle

Date: 4/24/2016

Seller: **Amber Hinkle**

Address: 2214 Coke Ovens Ct

Address: Grand Junction, CO 81507

Phone No.:

Fax No.:

Electronic Address: aphinkle@gmail.com

Closing Company: Colorado Title & Closing Services, LLC

Date: _____

By: **Alice Young**

Authorized Signature

Title:

Address: 136 N 7th St

City: Grand Junction, CO 81501

Phone No.: 970-462-0062

Fax No.: 970-462-0060

Electronic Address: ayoung@coloradotitleservices.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

David Woodward (Broker) ☒ **Working with Seller** ☐ **Working with Buyer**

engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 20.00

at the sole expense of Broker, the following legal documents:

☒ **Deed** ☒ **Bill of Sale** ☐ **Colorado Real Estate Commission approved Promissory**

Note ☐ **Colorado Real Estate Commission approved Deed of Trust.** Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Broker Firm's Name: **United Country RealQuest Realty, LLC**

Broker: _____

Date: 4/22/2016

David Woodward

Closing Company: Colorado Title & Closing Services, LLC

174 _____ Date: _____

By: **Alice Young**

175 Authorized Signature Title:

176 _____

177 CL8-9-12. CLOSING INSTRUCTIONS

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