

ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 1. All duties and obligations detailed in this Agreement are specifically and solely the responsibility of the Settlement Agent and cannot be performed by, or assigned to, any other individual or entity without the prior written consent of Guaranteed Rate.
- 2. By signing below, you represent and warrant that you currently have the authority to act in this capacity by all parties to the transaction, including but not limited to, the national title insurance underwriter identified in the previously submitted title commitment and closing protection letter.
- 3. By signing below, you represent and warrant that all duties and obligations described herein, and any supplemental closing instructions, have been faithfully and fully performed and satisfied by you. Should you fail to fully perform or satisfy any duties and obligations stated herein, you will be responsible for any and all liability, loss, damages or otherwise resulting from, or in any way related to, such failure. No amount of subsequent review or due diligence conducted by Guaranteed Rate, the Borrower or any other party will relieve you from your duties and obligations detailed in these, and any supplemental, closing instructions or excuse you from any liability associated with your failure to fully comply with and satisfy your duties and obligations.
- 4. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. By executing this Agreement, you hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Illinois and federal courts located in Cook County, Illinois, for the purposes of any action or proceeding arising with respect to this Agreement. Furthermore, in the event of litigation, the parties agree to unconditionally waive their rights to a jury trial and this Agreement may be filed as a written consent to such waiver of a trial by jury.
- 5. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses incurred.

BORROWER(S) ACKNOWLEDGMENT

I/We have read and acknowledged receipt of these Closing and Funding Instructions. Furthermore, I/we acknowledge receiving one (1) copy of the **signed** Closing Package and, if applicable, each Borrower and each person having any ownership interest in the Property (including any non-titled spouse, if applicable) have each received two (2) copies of the signed Notice of Right to Cancel Disclosure.

<div><div>Borrower</div><div>BORROWER ONE SAMPLE</div><div>Date</div></div>	<div><div>Borrower</div><div>BORROWER TWO SAMPLE</div><div>Date</div></div>
<div><div>Borrower</div><div></div><div>Date</div></div>	<div><div>Borrower</div><div></div><div>Date</div></div>
<div><div>Borrower</div><div></div><div>Date</div></div>	<div><div>Borrower</div><div></div><div>Date</div></div>

SETTLEMENT AGENT ACKNOWLEDGMENT

By signing below, I represent and warrant that all duties and obligations described herein, and any supplemental closing instructions, have been faithfully and fully performed and satisfied. In the event that Guaranteed Rate provides funding authorization for this loan, such authorization will be subject to, and in reliance upon, my representations and warranties contained herein.

ACKNOWLEDGED AND AGREED

<div><div>Settlement Agent First and Last Name (Must Print Legibly)</div></div>	
<div><div>Settlement Agent Signature</div></div>	<div><div>Date</div></div>

Borrower Initials: _____
Settlement Agent Initials: _____

DOCUMENTS REQUIRED FOR FUNDING

FUNDING DOCUMENTS REQUIRED FOR PURCHASE AND REFINANCE (SIGNED AND DATED)

- ☐ Final Signed/Dated Closing Disclosure
- ☐ Seller Closing Disclosure (if applicable)
- ☐ All pages of the Note
- ☐ Signature/Notary page only of Deed of Trust/Mortgage
- ☐ Completed Tax Information Sheet
- ☐ Verification of funds to close - Copy of Borrower's certified check or wire transfer
- ☐ Disbursement Sheet/General Ledger
- ☐ Addendum to Closing Instructions/Closing Package Agreement
- ☐ Right to Cancel (if applicable)

TRANSACTION SPECIFIC - IF APPLICABLE

- ☐ FHA - Buyer and Seller Documents signed and dated
- ☐ POWER OF ATTORNEY (Buyer and/or Seller) - signed, dated and notarized

Settlement Agent/Escrow Agent/Attorney is responsible for disbursing loan proceeds strictly in accordance with the requirements of Guaranteed Rate Inc.; Agent must document loan disbursements on a General Ledger or Disbursement Sheet determining who received loan proceeds, when the loan proceeds were disbursed and in what amount. This is to be completed by Agent and sent to the closer as part of the funding process. Please note this is in addition to a Closing Disclosure. A Closing Disclosure cannot be used in Lieu of the Disbursement Sheet.

STATE SPECIFIC

- ☐ CALIFORNIA - Completed California Per Diem Interest Disclosure - indicating when interest is paid through
- ☐ TENNESSEE - Copy of Disbursement Checks for all parties paid at closing.
- ☐ MASSACHUSETTS - Completed RECORDING FEE ACCURACY VALIDATION - Recording for the release fee cannot be charged if the release fee is listed on the payoff.

SEE BELOW FOR ADDITIONAL FUNDING CONDITIONS

1. CLOSING/ESCROW CONDITIONS APPEAR HERE!

2. TO CREATE SPECIFIC CONDITIONS THAT YOU USE FREQUENTLY, CLICK ON "MODIFY CLOSING INSTRUCTION OPTIONS" TO CREATE CODES.

Funding authorization will be provided once all required documents are received and approved by the closer.

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- 3. By signing below, you represent and warrant that all duties and obligations described herein, and any supplemental closing instructions, have been faithfully and fully performed and satisfied by you. Should you fail to fully perform or satisfy any duties and obligations stated herein, you will be responsible for any and all liability, loss, damages or otherwise resulting from, or in any way related to, such failure. No amount of subsequent review or due diligence conducted by Guaranteed Rate, the Borrower or any other party will relieve you from your duties and obligations detailed in these, and any supplemental, closing instructions or excuse you from any liability associated with your failure to fully comply with and satisfy your duties and obligations.
- 4. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. By executing this Agreement, you hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Illinois and federal courts located in Cook County, Illinois, for the purposes of any action or proceeding arising with respect to this Agreement. Furthermore, in the event of litigation, the parties agree to unconditionally waive their rights to a jury trial and this Agreement may be filed as a written consent to such waiver of a trial by jury.
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