Case No: ${FileNumber}

TO: ${Borrower1Fullname}, ${Borrower2Fullname}  
  
FROM: ${Seller1Fullname}, ${Seller2Fullname}

**Certificate of Non-Foreign Status**

Section 1445 of the Internal Revenue Code provides that a transferee, ${NewTitleHolders} of a U.S. real property interest must withhold tax if the transferor, ${CurrentTitleHolders}, is a foreign person. To inform the transferee, ${NewTitleHolders} that withholding of tax is not required upon my/our disposition of a U.S. real property interest, I/we hereby certify the following:  
  
1. I/we am/are not a foreign person, a foreign corporation, foreign partnership, foreign trust or foreign estate, nor a nonresident alien for purposes of U.S. income taxation as defined in Section 1445 of the Internal Revenue Code;  
  
2. My\Our U.S. taxpayer identifying number (Social Security number) is:  
${Seller1Fullname} ${Seller1SSN}

${Seller2Fullname} ${Seller2SSN}

${Seller3Fullname} ${Seller3SSN}

${Seller4Fullname} ${Seller4SSN}

3. My/our address is: ${Seller1ForwardingAddress}, ${Seller1ForwardingAddressCSZ}  
  
I/we understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I/we have made herein could be punished by fine, imprisonment, or both.  
  
The Buyers and Sellers listed above give this Certificate for the purpose of inducing the title insurance company and ${companyName}, its AGENT, to close the transaction without requiring the Buyer to withhold 10% of the sales proceeds in accordance with the Act; and in consideration thereof, they covenant and agree as follows:  
  
1. That they will not hold the title insurer and/or ${companyName}liable for any loss or damage that the Buyers or Sellers shall sustain arising from the failure of ${companyName}, or the seller to withhold 10% of the sale proceeds in accordance with the Act.  
  
2. That they will hold harmless and indemnify the the title insurer and/or ${companyName} for any loss or damage arising from the failure of the seller to withhold 10% of the sale proceeds in accordance with the provisions of the Act.  
  
Under penalties of perjury, I/we declare that I/we have examined this certification and to the best of my/our knowledge and belief it is true, correct, and complete

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EXECUTED as of ${Date-Today-Words2DigitDay}

TRANSFEROR/SELLER:

${SellersSignatures}

TRANSFEREE/BUYER:

${BorrowersSignatures}