## **Seller's Settlement Statement**



## CAMPBELL & BRANNON

ATTORNEYS AT LAW

Settlement Date:

07/13/2022

Disbursement Date:

07/13/2022

Settlement Location:

3405 Dallas Highway, Bldg 800, Suite 810, Marietta, GA 30064

File Number:

M220643JR

Lender:

Highland Mortgage

Loan Type:

Conventional Insured

Borrower:

Fouzia Sayedzada

Seller:

Asia Gabrielle Kimani and Obadiah Kimani Njoroge

2142 Caneridge Drive

Marietta, GA 30064

**Property location:** 

4186 Integrity Way

Powder Springs, GA 30127

Tax Parcel No:

19-0873-0-053-0

	Seller	
	Debit	Credit
Financial Consideration		
Sale Price of Property		358,000.00
Prorations/Adjustments		
HOA Dues (\$149.99/mo) 07/13/22 - 07/31/22		91.93
City Taxes (\$835.09) 01/01/22 _07/13/22	441.57	
County Taxes (\$2642.76) 01/01/22 _07/13/22	1,397.40	
Commissions		
Commission- Buyer's Broker to Keller Williams Realty Signature Partners	8,950.00	ALTERNATION OF THE PROPERTY OF
Commission- Seller's Broker to Great Homes ATL, LLC	12,530.00	
Title & Settlement Charges		
Title - Proceeds Handling Fee to Campbell & Brannon, LLC	35.00	
Title - Seller Payoff Handling Fee per Loan Fee to Campbell & Brannon, LLC	45.00	
Title - Seller Post Closing Per Loan Fee to Campbell & Brannon, LLC	45.00	
Payoffs		
Payoff of First Mortgage Loan to LGE Community Credit Union	168,498.96	20.000
HOA Charges		
HOA Current Balance to Enclave at Powder Springs	149.96	
HOA Initiation Fee to Enclave at Powder Springs	300.00	
Subtotals	192,392.89	358,091.93
Balance Due TO Seller	165,699.04	

## ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT

Date: Lender:

July 13, 2022 Highland Mortgage Purchaser/Borrower: Fouzia Sayedzada

Seller:

Asia Gabrielle Kimani and Obadiah Kimani Njoroge

Property:

4186 Integrity Way, Powder Springs, GA 30127

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Statement. Purchaser/Borrower acknowledges receipt of the Borrower's Closing Disclosure (CD) at least 3 days prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his or her behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens, encumbrances, loans, outstanding Home Owner's Association dues and Property Taxes against the property; if any deficiency occurs, Seller shall promptly remit the same to the settlement agent. All parties acknowledge that all disbursements by Campbell & Brannon, LLC (C & B) are made subject to the collection on any instrument presented to C & B for amounts due in connection with the settlement contemplated hereby.

Each party authorizes C & B to release any closing disclosures, settlement statements, disbursement summaries, closing documents, other documents and/or information related to or arising out of the transaction to the other party and to third parties related to the transaction, including but not limited to, underwriters, appraisers, insurance providers, utility companies, homeowner's associations or their management companies, etc.

If the proration of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills, Purchaser and Seller agree to adjust the prorations between themselves when current actual bills are received. Purchaser acknowledges responsibility to pursue the tax bill(s) which may be issued on the Property after closing and acknowledges responsibility for payment thereof. Seller agrees to forward any tax notices and bills to Purchaser immediately upon receipt thereof. Seller shall immediately pay to the appropriate governmental entity any taxes or special assessments, including any additional taxes and/or penalties resulting from any reassessment or rebill for years prior to the closing. In the event that a reassessment or rebill occurs for the year of closing, then Purchaser shall make payment thereof and Seller shall pay to Purchaser the adjusted prorated amount due after receiving notice of the additional amount due. C & B bears no responsibility for any such rebill or reassessment and any information/assistance provided by C & B is provided as an accommodation only and not a result of any obligation or duty to do so.

If taxes for the current year are not yet due and payable at the time of closing, Seller assigns the liability for the payment of the property taxes for the current year to the Purchaser and Purchaser accepts such assignment.

Purchaser and Seller acknowledge that C & B and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions. Any excess recording costs are inadvertent and will be refunded upon written request.

The undersigned parties acknowledge that C & B was designated to close this transaction by and on behalf of the lender. C & B did not represent Purchaser or Seller in connection with this transaction regardless of who may have paid fees or received recommendations in connection with the closing of the Property. The undersigned finally acknowledges that they did not receive or rely upon any advice from C & B regarding this transaction and that such advice, if obtained was provided by an attorney other than C & B.

Campbell & Brannon, LLC is an agent of the title insurance company shown on the settlement statement and is compensated by that company.

Purchaser hereby acknowledges that a real property tax return and/or application for homestead exemption is required by law and is to be filed with the tax collector for the county in which the property lies and that such filings are the sole responsibility of Purchaser. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return. In the event Seller is currently receiving any improper exemption benefit for taxes on the Property, Seller hereby agrees to pay any additional amounts owed, for any time prior to the closing date, promptly upon receipt of notice from the Tax Commissioner's Office and to indemnify and hold harmless Purchaser, Lender and C & B for any such re-bill, re-assessment or additional amount owed due to the removal of such improper exemption benefit.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If the undersigned seller is subject to form 1099 reporting requirements, then this form shall serve as a substitute form 1099 in compliance with 26 C.F.R. §1.6045-4(m). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Sale Price of Property constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your personal residence, please check with your tax advisor on whether any reportable taxable gain component exists under current exclusion guidelines for the sale of personal residences. For other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required by law to provide Campbell & Brannon, LLC (58-2378335) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

POWER OF ATTORNEY: The undersigned hereby constitute(s) and appoint(s) Campbell & Brannon, LLC as their lawful attorney-in-fact for the sole purpose of correcting any minor clerical errors in notes, security instruments, deeds, settlement statements or any other closing documents required to complete the transaction contemplated hereby and to sign or initial where changes are made as our attorney-in-fact may deem necessary. No changes shall be made to any document(s) which materially alters the terms of the closing contemplated hereby.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Purchaser/Borrower:

FULLER Fouzia Sayedzada

Asia Gabrielle Kimani

lman Obadiah Kimani Njoroge

Campbell & Brannon, LLC

Settlement Agent