

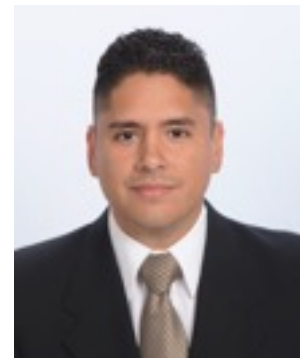
Let's find a house!

Important deadlines and a checklist of what you need to know for a successful home purchase.

The new Consumer Finance Protection Bureau (CFPB) disclosure laws are in effect. As a result, good communication and adhering to timelines is critical for success.



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Step 1:

Get Pre-approved



Before beginning your home search, it's a good idea to start by getting pre-approved with a lender.

Developing a good relationship with a trusted REALTOR® and qualified lender early in the home buying process will give you peace of mind, and ultimately will save you time and money.

The **loan pre-approval** consists of a lender reviewing your income, assets, and credit; that lender discussing with you your loan options and that lender providing you an estimate of the closing costs and monthly payment you might expect. Without knowing the specific property, purchase price, or other specifics, the lender cannot provide an official "Loan Estimate." The early estimates you get should properly have a disclaimer that states "Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan." The point is that different lenders and different loans have different terms – shop around!

Today's new financial regulatory climate sets high standards for Lender transparency to protect the Homebuyer. This makes it easier than ever for a home buyer to be prepared and informed about what they can afford — and what they are paying. There is no requirement for a home buyer to provide any documentation to a lender to get a loan quote; however, giving prospective lenders the most complete and accurate view of your finances can help them help you find the best loan option available to you. This is especially important if you are self-employed or commissioned, a first time buyer, have credit blemishes, or are trying to figure out from where the money for down payment or closing will come.



There are a few things you can expect when applying for a Loan:

Lender will ask questions and gather information from you, including:

You must fill out a loan application which requires: Government ID, Social Security Card, name(s), most recent W-2, proof of IRAs or retirement accounts, debts, and an estimate of loan amount. Here is a checklist of what to expect:

- 1. Review your credit report** (get one for free at www.AnnualCreditReport.com)
- 2. Proof of Income** — Gather your last two years of tax returns, W2s, pay stubs, and your year-to-date profit and loss statement if self-employed. (this will be needed for anyone applying for the mortgage)
- 3. Cash Ready** — the lender will want to see 1 or 2 months (depending on the loan program) bank statements, all numbered pages for any money used for down payment, closing costs or post-closing reserves (if required)
- 4. Gift Money** — If the down payment and closing money are or will be a gift, ask the lender the best way to document
- 5. Past References** — Some loans require verification of rent history. If you are paying the owner (as opposed to a management company) you may need to provide 12 months cancelled rent checks
- 6. Identification** — lender will verify your identity for eligibility for a loan (if you are not a US citizen) – Driver’s license, passport, work visa, green card
- 7. Fixed or Other Income** — Provide proof of other income from all forms including Social Security, child support or government assistance
- 8. Financial Assets** — Provide proof of account balances for IRAs and retirement accounts
- 9. Stock Market Funds** — Disclose money held in the stock market



- 10. Proof of Property Ownership** — Bring proof of other property currently owned
- 11.** If you are divorced, pay, or receive spousal support or child support that will be used for qualifying, the lender will need to see divorce decree, property settlement and/or support agreements.
- 12. Disclose Bankruptcy or Foreclosure** — Be ready to disclose past financial issues like bankruptcy. Provide a written explanation of what happened and what steps were taken to correct the situation. Additional paperwork may be required
- 13. Keep your credit score healthy** — keep these in mind:
 - a. **DO NOT** apply for new credit
 - b. **DO NOT** take on new debts or make large purchases on credit
 - c. **DO NOT** cancel any current credit accounts
 - d. **DO NOT** ask a creditor to lower your limit

Remember, if you apply for a mortgage loan with an excellent credit score and the score goes down during the mortgage process, you may no longer qualify for the loan.

When you're all done and the pre-approval is successful, your lender will give you both a pre-approval letter that can be used to strengthen your bargaining power as a home buyer and a closing cost and payment estimate.

Note, the only fee a lender can collect at this time is a credit report fee - typically between \$10-\$50.

A little practical advice: you may qualify for more loan and home that you are comfortable with. Find a price and payment that is comfortable for your budget. As a general guide once you get an estimate, every 10,000 up or down in sales price will change your monthly mortgage by roughly \$60.

We recommend one great Lender:



This trusted Correspondent Lender have worked with Samson Properties on a daily basis for years and will take care of you. They provide great service, competitive rates and market insight.

Correspondent lenders have their own mortgage underwriting staff and fund the loans with their own money. (This is in contrast to a mortgage broker, who doesn't do any underwriting, loan approval or funding in-house.)

Step 2: Sign Buyer Agency Agreement



Before we get started to look for your home, we are required by law to sign a **Buyer Agency**

Agreement. The Buyer Agency Agreement helps you to understand what you expect from your representative. With a Buyer Agency Agreement, you can expect to be treated like a Buyer Client — to help you through the process, receive professional advice, and protect your interests.

Without a Buyer Agency Agreement with a REALTOR®, you have no commitment from a trained professional to help you through the process and look after your legal and personal interests.

Where do you want to live

Once your Loan Pre-approval is received, and you know what you can afford, we can go to work and set up a home search for you. Depending on your location, and price range preference, we can set it up with cities, zip codes, neighborhoods, or school districts and the types of homes and characteristics important to you.

Let's Find a House! | Samson Properties
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We can set an automatic email feed, updating you every time a new home comes on the market or a price drops fitting your criteria. Working with us, you also get access to “Coming Soon” properties before they hit the market.

Home Search

When you find a home you really like, let us know and we will set up a tour. If you have identified several good choices, it's more efficient to bundle them together — typically not more than 7 in one day. We are looking for houses that fit your requirements and the one home that feels like it's “the one!”



Step 3: Making an Offer

When we make an offer, it's important to consider these points:

- Are there any other offers?
- How long has it been on the market?
- What have the recent comparable homes sold for in the neighborhood?
- What contingencies do we want to include (we will go into more detail about those later)?
- Are you going to ask for Closing Cost Assistance from the seller?

When you are ready to make an offer on a home, we will work with you to put together the offer that helps you buy the house for the very best possible price.

The two things that we need to send in with the offer: **Earnest Money Deposit** and the **Loan Pre-approval Letter**. Once the Seller and the Buyer agree to all of the terms and conditions, the offer turns into a Ratified Contract. This starts the mortgage process. Let's understand components of the Ratification Contract process:

Earnest Money Deposit



Earnest Money shows your Seller your contract offer is serious and made in good faith. The deposit is used as collateral to secure your Ratified Contract with the Seller in case you default on the contract. The standard amount for the Metropolitan (VA, MD, DC) area is 1% of the sales price. We are required to collect and deposit the money in a Samson Properties or Listing Companies or Settlement office's Escrow account — either at the time of a Ratified Contract or within a couple of days (defined in the offer).

This money will apply towards your down payment or closing costs at the Closing or now what is referred to as the **Consummation**. Please note: make sure your money is in your bank account so the Escrow check doesn't bounce for insufficient funds.



Closing Costs (CONSUMMATION)

Closing costs on the purchase of your home will be roughly 2.5% to 3% of the sales price. You will have an appraisal fee of about \$450, check with your lender about the origination fee, as well as for Recording Taxes for your Mortgage and Deed at the County and State level and Settlement Company fees.

You have the option to buy Owner's Title Insurance to protect your interest in the property from unanticipated problems. Over 95% of our clients purchase it and we strongly recommend it. It's a one-time fee that protects your title interest in the property forever. The Survey typically costs between \$350 and \$450 unless you are buying something with a much larger lot.

Home Owner's hazard insurance is another Closing cost. Most companies have you pay the 1st year up front at Closing. Home Owner's hazard insurance typically runs between \$400 and \$1,500 depending on your house size and the level of insurance taken out on it.



The last major Closing cost fee is the money that goes into your Escrow account. The Lender sets up an Escrow account as a forced savings account. When you pay your monthly mortgage, they collect 1/12th of the Home Owner's hazard insurance for the year and 1/12th of the real estate tax bill for the year. When the real estate tax bill comes every 6 months, the Lender pays it from your escrow account. When the Home Owners hazard Insurance bill comes once a year, the Lender pays it from your escrow account.

At Closing, the Lender typically collects enough money so that they have a 2 or 3-month head start on the escrow account. As a result, you always have enough money in the account to make your payments. When you sell the house or pay off the mortgage some day, you will get the balance left in your escrow account returned to you. (Maryland taxes are different)

Negotiating for Closing Costs

When deciding if you want to ask the Seller to pay for your closing costs, consider you are essentially just financing the closing costs. If the Seller would accept an offer of \$500,000 with \$10,000 paid towards your closing costs, then they might accept an offer for \$490,000 with \$0 paid towards closing. Getting your closing costs paid helps you if you are tight on funds and want to keep extra money as a safety net – preparing for the new mortgage or you want to use the money for upgrades and repairs to the house.

Would you rather pay \$50 more a month in mortgage payment and keep your \$10,000 in your pocket? If you have the money and don't want to borrow more, then don't ask for Closing cost assistance.

Another thing to consider: if you are competing for a home in a multiple bid situation it can be damaging to ask for closing costs for several reasons:

- 1) The seller may prefer not pay for closing costs
- 2) The house would have to appraise at higher amount for your loan to go through. For example: \$500,000, instead of just \$490,000 with no closing costs paid out.
- 3) Your offer may not be as strong as the other bidders



Step 4: Ratify a Contract. What happens Next?

Ideally, within the 3-4 weeks, the following should happen:

- Get a copy of the Contract to the Lender
- Disclosure — Sets 3-day Clock for Disclosure: Provide a Loan Estimate – Formal Disclosure of Charges
- The Mortgage Process begins
- 3-days prior to Closing (either in person or actual date of receipt), the Closing Disclosure must be finalized and presented to the Buyer. All terms are finalized no fewer than 3-days prior to settlement (mailbox rule is 7-days prior to closing)

So I have a ratified contract, what's next?



TITLE (Important for the Buyer to know if the Seller's Title is free and clear)
If the Title is not good and marketable, and insurable by a licensed title insurance company with no additional risk premium, on Settlement Date, Buyer may at Buyer's option to declare the Contract void in writing....

Congratulations! We now have a Ratified Contract. This means you and the Seller have agreed to all terms – by signing the contract. Now we can proceed towards a closing, which is now called “Consummation.”

First, the Lender and Title Company/Settlement Office will need a copy of the contract. Your REALTOR® will work with you in the preparation. The Lender will want all your personal documentation to process the Loan Estimate — which is due back to you in 3-business days. The Loan Estimate, by the new CFPB rules, will contain all the loan charges the lender is aware of. **Any and all changes to the Buyer's closing costs needs to be communicated ASAP.** “Time is of the Essence.”



TIME IS OF THE ESSENCE (Important for the Buyer)

"Time is of the Essence" means that the dates and time frames agreed to by the parties must be met. Failure to meet the stated dates or time frames will result in waiver of contractual rights or will be Default under the terms of the Contract.

If this Contract is contingent on financing, any delay of the Settlement Date necessary to comply with Buyer's lender's regulatory obligations is not a Default by Buyer; but, Seller may declare the Contract void in writing. Nothing herein prevents the parties from agreeing in writing to mutually extend the Settlement Date.

from Ratification to Closing.

Today's final rule requires that Lenders use the CFPB's new disclosures, puts in place rules about when the new forms are given to the consumer, and limits how the final deal can change from the original Loan Estimate. The forms are available in English and Spanish.

Here are two important new definitions to know:

Loan Estimate: This form will be provided to consumers within three business days after they submit a loan application. It replaces the early Truth in Lending statement and the Good Faith Estimate, and provides a summary of the key loan terms and estimated loan and closing costs. Consumers can use this new form to compare the costs and features of different loans.

Closing Disclosure: Consumers will receive this form three business days before closing on a loan. It replaces the final Truth in Lending statement and the HUD-1 settlement statement, and provides a detailed accounting of the transaction.

Buyer Information Sheet

With the Ratified contract in hand, we will send you a Buyer Information Sheet within a few days. Please get this back to us as soon as you can. This helps the title company start working on preparing the deeds and the proper transfer paperwork for Consummation.



HOA/Condo Documents (GET OUT OF JAIL FREE CARD)



If the house that you are buying is an HOA or a Condo Association, the Seller will provide the documents with all the rules and regulations. This will also show if the house has any current violations. The Seller is required to fix all violations before Consummation. We will check the documents for violations and then forward them on to you for your review.

Please read the sections important to you. The most important part to remember is that once you receive the documents, you have 3 DAYS TO VOID THE DEAL, no questions asked. If we received the documents on a Tuesday you have until Friday at 9:00 pm to void if unhappy. If we VOID THE DEAL after reviewing the HOA documents, you get back your Earnest Money Deposit.

Step 5: Home Inspection

7-14 days of contingency and negotiation period

The first thing we schedule after getting a Ratified Contract is a Home Inspection. We typically have anywhere from 7 to 14 days for our contingency.

We can set it up the Home Inspection for you or you can schedule it yourself. The Home Inspection will take anywhere from 2 to 4 hours to complete. It will cost anywhere from \$325 to \$600 depending on the size of the home. You pay the inspector directly at the inspection. This is one of the only bills (and radon, lead based paint, etc if you opt to do that) that isn't rolled into the settlement and your closing costs. Any other additional environmental tests are your option and cost and paid outside of estimated costs.





We encourage you to attend the entire inspection. You will learn a lot about your house and the future care of it by coming to the inspection. It's not a bad idea to take pictures as well. If you can't make the whole thing, then please come to the last hour. It can be productive to see at least the inspection summary. You will get a great report at the end with pictures and links to more information, but taking notes is always a good idea.

One other thing that Buyers love to do during inspections is take any measurements for furniture or replacement of flooring, and decide on paint colors. It could save you another visit to the house later. The Home Inspector typically has the full report ready the next day.

Once you have the report, you should thoughtfully review, discuss and determine what things you want to ask the Seller to fix, if any. The Sellers don't have to fix anything, but if you are unhappy with what they are unwilling to fix, then you are allowed to void the deal.

Inspection reports are not a time to ask for cosmetic issues. We typically ask for any repairs that are hurting the safety or functionality of the house, such as, electrical, heating and air, plumbing, appliances, roof or exterior issues.

Our response to the Sellers — with a copy of the full report and addendum — for request for repairs must be made before the deadline. Once the Sellers have the full report and addendum request, we then have until the end of the Negotiation Period to come up with an agreement. We can either come to an agreement on what repairs will be done or a credit in-lieu of repairs. The credit can sometimes work better because you can then use that money to hire your own contractors to do the repairs and make sure they are done the way you want.

If you can't agree on a deal during the Negotiation period, you have 2 days during the "purchaser election" period to either void the contract based on our unhappiness with the condition of the house or continue on with the contract and take the papers "as is". You DO get your Earnest Money Deposit back if you void the deal.

Radon Inspection Contingency



If you choose to order a Radon test, the cost is between the range of \$90 - \$125. The Radon test monitor is placed in the basement to detect for traces of Radon in the air. If the house has a buried basement, it's a good idea to test for Radon. If no part of the basement is underground you probably don't need to test for Radon. If the house tests over the 4.0 pCi/L, then we will ask the seller to remediate for Radon. If needed, the typical cost for a Radon remediation ventilation system is \$800-\$1000. You will want to make sure the new installed remediation system is working with a radon level retest.

Financing Contingency

The Financing Contingency is a clause in a home purchase and sales agreement that your offer is contingent on being able to secure financing for the house. If you get a rejection letter from the financial institution, you can void the deal and get your Earnest Money Deposit back.

After 21 days (or agreed to time frame) the Seller can request you to remove the contingency by providing a Loan Approval letter from your Lender. You have 3 days, after written notice from the Seller, to remove the contingency, or void the deal if there is no Loan Approval.

At any time, we can switch Lenders or switch loan programs as long as we don't delay settlement or cost the seller money and inform the Seller. It is our **STRONG** recommendation that we lock in with a Lender within the first week after ratification and stay with that Lender. Switching Lenders late in the process can be disastrous — and delay Settlement. We also strongly recommend against using an Internet Lender or someone from out of the area. **New rules to Lenders: they must have the same compatible software as the Title company.** (FYI: Intercoastal Mortgage Company, First Heritage Group and Cardinal Title Group have compatible software).

Many times we have seen Lenders from out of the area over promise and under deliver. Whenever a Closing is delayed it's almost always with an out of town or Internet Lender. They don't have the accountability and desire to get the job done right as a local Lender will. This whole process will go much smoother if you have a Lender that you/we know and trust to get the job done right.



Wood Destroying Insect Inspection (Termites, Carpenter Ants, Wood boring Bees, Powder Post Beetles, etc.)

Someone has to pay for the inspection. It's about 50/50 whether the Buyer or Seller pays for the inspection. If the Buyer chooses to order it on our end, then we will order it for you. The inspection has to be done within 30 days of Closing. It costs between \$35-\$50. 80% of them come back clean. If they find the need for any type of treatment for termites, the Seller is required to treat before closing.



This is non-negotiable. This is a Lender requirement. For the minimal cost, we recommend the Buyer to order the inspection, because it's in the Buyer's best interest. Not all Lenders require a WDI inspection now.

Survey

You will pay for a survey as part of your Closing costs. It costs between \$300 and \$400 typically. You are not required to get a survey done. The downside is that if you don't have one done, then your title insurance policy will have an exception on it for the boundaries of the property.



Surveys come in handy if you plan on doing any type of fence, deck or patio work in the future as you will need it for permits and HOA applications. A more expensive Boundary Survey may be required for fencing placement.

Appraisal

The Appraisal Contingency will typically be 21 negotiable days from ratification. The Lender orders the appraisal through a 3rd party appraiser. Buyer pays for the appraisal



typically as part of your Closing Costs. We typically get the results around day 10 to 17 after Ratification. The Appraiser will walk the house, take measurements, a few pictures and note upgrades. They are working to assess the value of the home compared to recent sold homes around the area.

If the Appraisal comes in less than the contract price, you have the right to void the deal if the Seller won't come down to the appraised value. The Lender will only give a loan based on the appraised value.

If the Seller does not agree to lower the price to the appraised value, then you would have to come up with it in cash. There may be some instances that you are willing to pay more than the appraised value because you really want the house. In most instances, we can get the Seller to come down to the appraised value or negotiate a deal in the middle.



Appraisers are looking at the condition, health and safety of the home, as well as, sales within a mile of the home that have closed/sold in the last 90 days. If they don't have enough data, they will go back slightly farther and look at a slightly larger geographical area if need be. Most houses appraise at the sales price exactly because the appraiser has the sales price information when starting the appraisal. If we can't come to terms then you have the option to void the deal and get your Escrow deposit back.

Step 6: Preparing for the Settlement Closing (Consummation)

Home Owner's Insurance

Once we get through Inspection and Appraisal you will want to secure homeowner's hazard insurance. You can get recommendations from your REALTOR® or Lender if you don't



have a trusted insurance provider already. Most Insurance Agents will ask you to pay one year up front at closing. If you pay them before closing then make sure you let us know so you don't get double charged on the closing statement.

Utilities

As you prepare for closing remember to switch over the utilities. We will get you the names of the utility companies that service the home. You will want to set up service to start the day of closing. That way you won't have any interruption of service during the transfer of ownership and will be able to move in with the lights, water and heat/AC on in comfort!



Walk Through

We will do a final walk-through a day or two before closing: sometimes the morning of closing. It will only take about 30 minutes to an hour. We will walk the house and make sure that everything is in the same condition that it was when you decided to buy it. If there were any repairs to be made, we make sure that all repairs are completed.

At final walk through, the house will be empty, and it should be in "broom swept" condition. All appliances, lighting, fans, curtain rods, blinds typically stay unless otherwise agreed upon. The actual curtains are defined as "window treatments" in the contract. If we checked "yes" in the contract then they must stay. If we checked "no" then the seller can take the curtains with them.

Before Closing (Consummation)

Taking a few key actions can make your home closing go more smoothly. Here is a checklist to help you prepare in advance:



1. Determine who will conduct your closing: Name, Title, Phone, When, Address, Time, and Date. As the Buyer, we



recommend Cardinal Title Group for Virginia closings at this time. (Maryland is coming soon!)

- 2. Ask “what you should expect at the closing:”** What do I need to bring? How much money do I pay at Closing? How do I pay: Should I bring a Cashier’s check or Make a Wire Transfer?
- 3. Request your closing documents three days in advance of closing** According to CFPB rules, you must receive your Closing Disclosure three business days before Closing. These are some of the documents you’ll see at Closing:
 - Closing Disclosure
 - Promissory Note
 - Deed of Trust
 - Deed, document transfers property ownership (purchase only)
 - Right to Cancel (refinance only)
- 4. Identify people you can call if you need help during your Closing.** Have contact information for an attorney or trusted friend with you, and make sure you have informed them to be available during your Closing.
- 5. Schedule time in advance of your Closing review documents.** Set aside enough time to carefully review the documents for errors and to make sure you have a clear understanding of the loan terms.
- 6. Compare your Closing Disclosure to your most recent Loan Estimate.** Look at the table on the top of page three of your Closing Disclosure. By law, only certain costs can change. *

*If the Buyer’s financing has changed, then a new Closing Disclosure document must be provided by the Lender within 3 days for you to review the changes.

New Closing Disclosure is required when:

1. APR* changes below allowable limits: 1/8% or .125%
2. Loan product changes (ex: 30 yr. fixed to ARM)



3. Pre-payment penalty is added

*(Items that change an APR are: change in origination/change in loan amount/change in POC/ Change to the property type)

- 7. Read the rest of your closing documents.** Is your personal information (legal name) correct on all documents? What happens if I don't pay my loan? Do the key numbers (loan amount, monthly payment, interest rate) match exactly across all of my documents?
- 8. Arrange your payment for the amount due at Closing.** Do you have your Wire Transfer ready? (Please check to see if your Title Company accepts Cashier's checks and made out to what name)

At Closing (Consummation)



Congratulations! You're almost done with the home buying and mortgage process, but there is one last step: closing. Closing is one of the most important parts of the process. It's when you legally commit to your mortgage loan and home purchase.

We sometimes don't get your bottom line — except for walk through — until 3-days before Closing. The best way to get an estimate is to talk to the Lender in the week leading up to Closing.

They can give the best estimate on what you will need for Closing. All funds at Closing need to be wired to the Title Company or brought in a cashier's check made to the Title Company. If you bring a little bit too much, they can write you a refund check. If your check is a little short then you can write a personal check up to \$1000 for the difference.

For Closing/Settlement you will need to bring your government issued ID (driver's license) and your cashier's check (unless you wired it). At Settlement you will get your keys. After closing, the house is yours unless we have a rent back agreement in place.



The Closing Disclosure

(FORMALLY SETTLEMENT STATEMENT -HUD 1)

The Closing Disclosure: Consumers will receive this form three business days before closing on a loan. It replaces the final Truth in Lending statement and the old HUD-1. The Closing Disclosure settlement statement provides a detailed accounting of the transaction.

The other notable charges on the Closing Disclosure will be pro-rating for taxes, HOA, condo fees, if any. If the seller has pre-paid taxes or HOA, condo fees, then you will credit them back for the time that you will own the house. If they have owned the house for any days that haven't been paid for then they will give you a credit towards those future dues payments.

The last thing to remember for Closing is to make sure we get any parking space numbers, house or garage codes, mailbox numbers or any other questions you have for the Seller answered. (Trash and recycling pick up days, etc)

The following pages are examples of the new Loan Estimate and Closing Disclosure forms.

Your closing day has finally arrived. Bring buyer's guide to your Closing:



1. Bring these things or people with you to Closing (Consummation).

- Cashier's check or proof of Wire Transfer for the exact amount of the money you need to Close.
- List of people to call that you prepared earlier
- Your Closing Disclosure. Compare it to the final documents one more time
- If you want an advocate at the table: trusted friend, advisor, or lawyer
- Co-borrower or person who is co-signing your loan
- Checkbook in case of any last minute funds needed



- Your driver's license or Government ID
- 2. Get answers to these questions at your closing.**
 - How will I pay my property taxes and homeowners insurance?
- Included in monthly payments or Pay on my own
 - Where do I send my monthly payments?
 - If I have Homeowners' Association dues, how do I pay?
 - Who should I call if I have any questions after Closing?
- 3. Don't forget these Closing tips.** Take all the time you need. You have a right to read and understand your closing documents, not matter how long it takes.

Trust your gut. Don't go forward until you feel comfortable.

After Closing (Consummation)

Now that the paperwork is over, set yourself up for success as a homeowner with these final steps:

- 1. Save your closing packet** – You should save the entire set of documents, exactly as you receive it. Double check you have these:
 - Closing Disclosure
 - Promissory Note
 - Mortgage/Security Instrument/Deed of Trust
 - Deed, document that transfers property ownership (purchase only)
- 2. Change your address**
 - Bank Accounts, investment accounts, and credit card companies
 - Department of Motor Vehicles and car insurance
 - Mortgage/Security Instrument/Deed of Trust



- Cell phone company, health/life insurance, and other bills
- U.S. Postal Service

3. Revise your budget and plan for future expenses

- Include Homeowners' Association (HOA) fees, and if you don't have an escrow account, property taxes and homeowner's hazard insurance
- Settle into your new budget for a few months before making major unplanned or non-essential home repairs or renovations
- Set aside money each month in an emergency fund to cover essential repairs or loss of income

4. Review your homeowner's hazard insurance - Contact your insurance company with questions or changes.

- Does it cover floods? Earthquakes? Other disasters?
- Could you get a discount for having smoke alarms or if you get your car insurance with the same company?
- Could you save money by increasing your deductible?

5. Pay attention to:

- Changes in your monthly payment. Even if you have a fixed rate loan, your total monthly payment can change if your taxes, mortgage insurance or homeowner's insurance go up or down
- Servicing changes. The "servicer" is where you send your mortgage payments, and your servicer might change. If your servicer changes, you'll get a change-of-servicer notice in advance. (Contact your current servicer to confirm to avoid scams)

6. Watch out for: Marketers often target new homeowners. Give yourself a chance to adjust to your new budget before applying for new credit or making large purchases.

- Offers for new credit cards or home equity lines of credit. If you want to opt-out of the offers, you can do so online or by calling 888-567-8688.



- Offers from home improvement contractors. Not only should you wait before making major investments, but scams are common. Research a Contractor's reputation and always get three quotes before choosing a Contractor.
- Offers for "mortgage protection (life) insurance," often sent in official-looking envelopes. Most homeowners are better off with standard life insurance, which is more flexible and usually cheaper.
- Bi-weekly payment plans offered for a fee. A bi-weekly payment plan can be smart for people who get paid bi-weekly — you'll pay off your loan quicker and save money — but you don't have to pay for this service. You can often set it up yourself.
- Refinance offers that don't save you money. Don't refinance too often, or fees can really add up. When considering a refinance, make sure you're saving money with a lower interest rate.



7. Act fast to avoid foreclosure if you are struggling to make your payments. If you are struggling to make your payments, talk to your mortgage servicer and call a housing counselor. Your mortgage servicer is required to explain what options are available to avoid foreclosure. HUD-approved counselors are trained professionals who will help you at little or no charge to you.



What is your Closing Disclosure?

The five-page Closing Disclosure sums up the terms of your loan and what you pay at closing. You can easily compare the numbers to the Loan Estimate you received earlier. There should not be any significant changes other than those you have already agreed to.

Take out your own Closing Disclosure, or review the example here. Double-check that you clearly understand what you'll be expected to pay—over the life of your loan and at closing.

ON PAGE 1 OF 5

Loan terms

Review your monthly payment. Part of it goes to repay what you borrowed (and may build equity in your new home), and part of it goes to pay interest (which doesn't build equity). Equity is the current market value of your home minus the amount you still owe on your mortgage.

Costs at Closing

Be prepared to bring the full "Cash to Close" amount with you to your closing. This amount includes your down payment and closing costs. The closing costs are itemized on the following pages.

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Disclosure

Closing Information		Transaction Information		Loan Information	
Date Issued	6/15/2013	Borrower	Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	Loan Term	30 years
Closing Date	6/15/2013	Seller	Steve Cole and Amy Doe 321 Somewhere Drive Anytown, ST 12345	Purpose	Purchase
Settlement Date	6/15/2013	Lender	River Bank	Product	Fixed Rate
Sell/Close Agent	Epitome Title Co. 123 3456			Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Other
Property	456 Somewhere Ave Anytown, ST 12345			Loan ID #	123456789
Sale Price	\$180,000			MC #	080654321

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <small>See Projected Payments below for your Estimated Total Monthly Payment</small>	\$761.78	NO
Prepayment Penalty	YES - As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments	Does the loan have these features?	
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <small>Amount can increase over time</small>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <small>Amount can increase over time. See page 4 for details.</small>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <small>See Escrow Account on page 4 for details. You must pay for other property costs separately.</small>
		In escrow? YES YES NO

Costs at Closing	CLOSING DISCLOSURE	
Closing Costs	\$9,712.10	Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

CLOSING DISCLOSURE
PAGE 1 OF 5 - LOAN ID # 123456789

Closing Disclosure, page 1. The most important facts about your loan are on the first page.

ON PAGE 2 OF 5

Total Loan Costs

Origination charges are fees your lender charges to make your loan. Some closing costs are fees paid to the providers selected by your lender. Some are fees you pay to providers you chose on your own.

Prepays

Homeowner's insurance is often paid in advance for the first full year. Also, some taxes and other fees need to be paid in advance.

Closing Cost Details					
Loan Costs	Borrower Paid		Seller Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,800.00				
01 0.25 % of Loan Amount (Points)	\$450.00				
02 Application Fee	\$200.00				
03 Underwriting Fee	\$1,000.00				
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$236.50				\$405.00
01 Appraisal Fee to John Smith Appraisals Inc.		\$25.00			
02 Credit Report Fee to Information Inc.		\$20.00			
03 Flood Determination Fee to Info Co.		\$20.75			
04 Flood Monitoring Fee to Info Co.		\$75.00			
05 Tax Monitoring Fee to Info Co.		\$80.00			
06					
07					
08					
C. Services Borrower Did Shop For	\$2,615.00				
01 Post Inspection Fee to Pest Co.		\$120.00			
02 Survey Fee to Survey Co.		\$45.00			
03 Title - Insurance Binder to Equibank Title Co.		\$450.00			
04 Title - Lender's Title Insurance to Equibank Title Co.		\$500.00			
05 Title - Settlement Agent Fee to Equibank Title Co.		\$500.00			
06 Title - File Search to Equibank Title Co.		\$400.00			
07					
08					
D. TOTAL LOAN COSTS (Borrower Paid)	\$4,694.00				
Loan Costs Subtotal (A + B + C)	\$4,694.00	\$25.00			
Other Costs					
E. Taxes and Other Government Fees	\$85.00				
01 Recording Fees Debt \$40.00 Mortgage \$45.00	\$85.00				
02 Transfer Tax to Any State			\$100.00		
F. Prepaids	\$2,120.00				
01 Homeowner's Insurance Premium (12 mos.) to Insurance Co.		\$1,200.00			
02 Mortgage Insurance Premium (12 mos.)		\$270.00			
03 Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)		\$279.04			
04 Property Taxes (6 mos.) to Any County USA		\$450.00			
05					
G. Initial Escrow Payment at Closing	\$412.25				
01 Homeowner's Insurance \$100.00 per month for 2 mos.		\$200.00			
02 Mortgage Insurance per month for 12 mos.		\$210.00			
03 Property Taxes \$105.00 per month for 2 mos.		\$210.00			
04					
05					
06					
07					
08 Aggregate Adjustment		-\$2.75			
H. Other	\$2,400.00				
01 FHA Capital Contribution to FHA Auct Inc.		\$500.00			
02 FHA Processing Fee to FHA Auct Inc.		\$150.00			
03 Home Inspection Fee to Engineers Inc.		\$750.00			
04 Home Warranty Fee to FYI Warranty Inc.			\$450.00	\$750.00	
05 Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06 Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07 Title - Owner's Title Insurance (optional) to Equibank Title Co.	\$1,000.00				
08					
I. TOTAL OTHER COSTS (Borrower Paid)	\$5,819.00				
Other Costs Subtotal (E + F + G + H)	\$5,819.00				
J. TOTAL CLOSING COSTS (Borrower Paid)	\$9,712.50				
Closing Costs Subtotal (D + I)	\$14,612.00	\$25.00	\$12,800.00	\$750.00	\$405.00
Lender Credits					

CLOSING DISCLOSURE PAGE 2 OF 3 - LOAN ID # 131466789

Escrow

An escrow or impound account is a special account where monthly insurance and tax payments are held until they are paid out each year. You get a statement showing how much money your lender or mortgage servicer plans to require for your escrow or impound account.

You also get an annual analysis showing what happened to the money in your account. Your lender must follow federal rules to make sure they do not end up with a large surplus or shortage in your escrow or impound account.

Details of your closing costs appear on page 2 of the Closing Disclosure.

 **USE YOUR CLOSING DISCLOSURE TO CONFIRM THE DETAILS OF YOUR LOAN**
Circle one. If you answer no, turn to the page indicated for more information:

- The interest rate is what I was expecting based on my Loan Estimate. **YES / NO** (see page 10)

- I know whether I have a prepayment penalty or balloon payment. **YES / NO** (see page 7)

- I know whether or not my payment changes in future years. **YES / NO** (see page 7)

- I see whether I am paying points or receiving points at closing. **YES / NO** (see page 9)

- I know whether I have an escrow account. **YES / NO** (see above)



ON PAGE 3 OF 5

Calculating Cash to Close

Closing costs are only a part of the total cash you need to bring to closing.

Summaries of Transactions

The section at the bottom of the page sums up how the money flows among you, the lender, and the seller.

Calculating Cash to Close			
Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?
Total Closing Costs (L)	\$8,054.00	\$1,712.10	YES - See Total Loan Costs (M) and Total Other Costs (O)
Closing Costs Paid Before Closing	\$0	-\$24.00	YES - You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	-\$10,000.00	-\$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	-\$2,500.00	YES - See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$1,038.04	YES - See details in Sections K and L
Cash to Close	\$14,054.00	\$14,107.26	

Summaries of Transactions			
Use this table to see a summary of your transaction.			
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
N. Due from Borrower at Closing	\$180,763.30	M. Due to Seller at Closing	\$180,000.00
01 Sale Price of Property	\$180,000.00	01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (L)	\$6,842.30	03	
04		04	
Adjustments		05	
06		06	
07		07	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes	\$0	08 City/Town Taxes	\$0
09 County Taxes	\$0	09 County Taxes	\$0
10 Assessments	\$0	10 Assessments	\$0
11 HOA Dues 4/15/13 to 4/30/13	\$80.00	11 HOA Dues 4/15/13 to 4/30/13	\$80.00
12		12	
13		13	
14		14	
15		15	
16		16	
L. Held Already by or on Behalf of Borrower at Closing	\$178,611.04	N. Due from Seller at Closing	\$110,445.04
01 Deposit	\$10,000.00	01 Escrow Deposit	
02 Loan Amount	\$162,000.00	02 Closing Costs Paid at Closing (L)	\$12,000.00
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to	
04		04 Payoff of First Mortgage Loan	\$10,000.00
05 Seller Credit	\$2,500.00	05 Payoff of Second Mortgage Loan	

ON PAGE 4 OF 5

Loan Disclosures

Page 4 breaks down what is and is not included in your escrow or impound account. Make sure you understand what is paid from your escrow account and what you are responsible for paying yourself.

Additional Information About This Loan

Loan Disclosures

Assumption
 If you sell or transfer this property to another person, your lender will allow, under certain conditions, the person to assume this loan on the original terms.
 We will not allow assumption of this loan on the original terms.

Demand Feature
 Your loan has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
 does not have a demand feature.

Late Payment
 If your payment is more than 15 days late, your lender will charge a late fee of 3% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)
 Under your loan terms, you are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 do not have a negative amortization feature.

Partial Payments
 Your lender may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 does not accept any partial payments.
 If this loan is sold, your new lender may have a different policy.

Security Interest
 You are granting a security interest in 434 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account
 For most, your loan will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.10	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues
		You may have other property costs.
Initial Escrow Payment	\$472.25	It is your responsibility to pay the escrow account per pay at closing. See Section 5 on page 2.
Monthly Escrow Payment	\$206.10	This amount is included in your total monthly payments.

will not have an escrow account because you declined it, your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow/Trust Fee		

In the future,
 Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on the property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Top image: A summary of important financial information appears on page 3 of the Closing Disclosure.

Bottom image: More details of your loan appear on page 4 of your Closing Disclosure.



ON PAGE 5 OF 5

Finance Charge

In addition to paying back the amount you are borrowing, you pay a lot of interest over the life of the loan. This is why it is worthwhile to shop carefully for the best loan for your situation.

Annual Percentage Rate (APR)

Your **APR** is your total cost of credit stated as a rate. Your APR is generally higher than your interest rate, because the APR takes into consideration all the costs of your loan, over the full term of the loan.

If anything on the Closing Disclosure is not clear to you, ask your lender or settlement agent, "What does this mean?"

Loan Calculations		Other Disclosures			
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.30	Appraisal	If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.		
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27	Contract Details	See your note and security instrument for information about: - what happens if you fail to make your payments, - what is a default on the loan, - situations in which your lender can require early repayment of the loan, and - the rules for making payments before they are due.		
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00	Liability after Foreclosure	If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan, <input checked="" type="checkbox"/> state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection, and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information. <input type="checkbox"/> state law does not protect you from liability for the unpaid balance.		
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.124%	Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.		
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%	Tax Deductions	If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.		

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (B)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Spilon Title Co.
Address	4321 Random Blvd, Somerscty, ST 12340		789 Local Lane, Somersctown, ST 12345	907 Suburbia Ct, Somersplace, ST 12340	123 Commerce Pl, Somerscty, ST 12344
NMLS ID					
ST License ID			2165410	201456	201115
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P10415	P91461	PT1234
Email	joesmith@ficusbank.com		sam@gomega.biz	joe@alphabiz.biz	sarah@spilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	907-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature _____ Date _____ Co-Applicant Signature _____ Date _____

CLOSING DISCLOSURE PAGE 5 OF 5 - 1004K ID # 12040709

Loan calculations, disclosures, and contact information for your files are on page 5 of the Closing Disclosure.

NOW

- Now you've spent time understanding what you need to do and what you need to pay, as a new homeowner.
- Now is the time to step back and feel sure you want to proceed with the loan.

IN THE FUTURE

- If you are not comfortable with your mortgage and your responsibility to make payments, you might not be able to keep your home.
- If you've made a careful decision about what you can afford and the mortgage you wanted, you will be able to balance owning your home and meeting your other financial goals.



FICUS BANK

4321 Random Boulevard • Somecity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/15/2013
APPLICANTS Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
PROPERTY 456 Somewhere Avenue
 Anytown, ST 12345
SALE PRICE \$180,000

LOAN TERM 30 years
PURPOSE Purchase
PRODUCT Fixed Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 123456789
RATE LOCK NO YES, until 4/16/2013 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Does the loan have these features?		
Prepayment Penalty	YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206	+ 206
Estimated Total Monthly Payment	\$1,050	\$968
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$206 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$8,054 Includes \$5,672 in Loan Costs + \$2,382 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$16,054 Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

LOAN ESTIMATE

PAGE 1 OF 3 - LOAN ID # 123456789

Page 1 of the Loan Estimate will show the Borrower and Property information, as well as the details of the loan transaction (loan amount, payment, etc.). Page 1 of the Loan Estimate shows the summary of the Closing costs; and Estimated Cash to Close.

Let's Find a House! | Samson Properties
Important checklist, Page 27



— FIRST —
HERITAGE
MORTGAGE L.L.C.

First Heritage Mortgage LLC –
is the Washington, DC Metro
Area's Lender of Choice – a
direct lender which controls
every aspect of the mort-
gage process from start to
finish. Contact us at
<http://www.fhmtg.com/>

Loan Officers

Rob McElroy: NMLS# 48829
Phone: 703-201-9393
Rob@McElroyMortgage.com

Liz McElroy: NMLS# 659461
Phone: 703-856-7247
Liz@McElroyMortgage.com

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Phone: 703-899-8720
Mike@MikeFilanMortgage.com



First Heritage Mortgage, LLC Fairfax, VA is an Equal Housing Lender

Company NMLS# 86548 (www.NMLSConsumeraccess.org)

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Important checklist, Page 30

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*Danny Samson, Owner/ Broker,
Samson Companies LLC and
Cardinal Title Group LLC*

Key personnel:

Mary Klotz: 703-896-5005

Manager/Settlement Processor |
Mary@CardinalTitleGroup.com

Bobby Samson: 703-862-4714

REALTOR® Liaison/Point of Contact |
Bobby@CardinalTitleGroup.com

Robert S. Pope, LLC : 571-215-6625

General Counsel – Settlement Attorney|
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www.RobertPopeLaw.com



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Chloe@CardinalTitleGroup.com

Van Narvaez: 703-896-5005

Settlement Processor |
Van@CardinalTitleGroup.com

Natalie Proctor: 703-896-5005

Settlement Processor |
Natalie@CardinalTitleGroup.com

Dawn Dye: 540-854-6067

Settlement Processor | Locust Grove Office
Natalie@CardinalTitleGroup.com

SETTLE AT ANY ONE OF OUR SAMSON PROPERTIES LOCATIONS:

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