

COMPLIANCE, PRORATION AND MORTGAGE SATISFACTION AGREEMENT

FILE NO. «=order_number»

Closing Date: «=close_date_mmddyyyy»
Buyer(s): «=borrower1_name»
Seller(s): «=seller_name»
Property Address: «=property1_address_inline»
Lender(s): «=lender_name»

We, the undersigned Sellers and/or Buyers/Borrowers herein acknowledge the following as conditions of the above referenced transaction:

1. All contingencies set forth in the Contract for Sale have been complied with in full;
2. All utility bills, including but not limited to water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utility bills will be handled outside of closing;

The undersigned mutual parties will fully cooperate if adjustment for clerical errors on any or all closing documentation is necessary, and will sign such additional documents as are necessary to correct such errors in the discretion of the lender and/or closing agent. It is the intention of the undersigned that all documentation for this transaction and all payments or disbursements made shall be an accurate reflection of the parties' agreement; that each party should pay all costs and expenses contemplated by their agreement as is dictated by custom and usage in this area.

3. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, were based on information, either obtained orally or in writing from your existing lender(s). The closing agent will not be held liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;
4. Consent is hereby given, pursuant to Section 626.8473, Florida Statutes and Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Heights Title Services, LLC. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Heights Title Services, LLC. Any such benefits shall be deemed additional compensation of the Escrow Agent for its services in connection with this escrow, and the parties hereto are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.
5. The undersigned further agree and understand that in the even said parties are executing documents at two different locations and/or on two different dates, said closing and transaction is closed in escrow (not final) until all required parties to the transaction (including, but not limited to, the buyer, seller, Lender, Realtor(s), title company(ies) and brokers) have fully signed, delivered and complied with all required documentation, conditions and funds to finalize the transaction.
6. The undersigned parties understand and agree that any shortage in payments made to any debt holder as a "courtesy" or "accommodation" payoff, that are not secured by the property, (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower.
7. The proration of taxes reflected on the closing statement has been made on the basis of a gross tax figure amount in compliance with instructions contained in the Purchase and Sale Agreement for this transaction.

The undersigned Owners of the above referenced property herein acknowledge they **have** **have not** filed for and received homestead exemption for property taxes for the current year.

NOTE: The tax amounts utilized for the purpose of this closing may change in subsequent tax years based on the value and tax rates assessed to the property by appropriate taxing authorities.

We understand that Heights Title Services, LLC is relying on the statements contained herein to compute the applicable tax proration amounts between Sellers and Buyers and/or the appropriate tax amount for the Lender's escrow account.

The closing agent will not be liable for any discrepancies that may arise in these proration figures when the actual tax bills for the year of closing are available, or for any shortages in escrow accounts. Upon receipt of the current tax statement, the undersigned parties will make proration adjustments between themselves outside of the closing if the total proration difference exceeds \$10.00.

FOR SELLER(S) ONLY:

As part of the closing of this transaction, the Closing Agent may be required to pay off or satisfy existing liens and/or mortgages on the property. These liens and/or mortgages are being paid or satisfied pursuant to the payoff information provided by lienholders which are subject to change without notice. As an accommodation to the Seller(s), the Closing Agent is willing to proceed with the closing of this transaction on the basis of the payoff information provided.

Seller(s) agree to indemnify and hold the Closing Agent harmless against any loss or damage it may suffer as a result of the payoff information furnished it being insufficient to satisfy the lien in full. Further, Seller(s) agree to immediately pay directly to the Closing Agent any additional funds needed to pay the debt in full.

Dated This <=<close_date_mmddyyyy>>

Buyer(s): <=<borrower1_signature_name>>

Buyer(s):<=<borrower2_signature_name>>

Seller(s): <=<seller1_signature_name>>

Seller(s): <=<seller2_signature_name>>