





**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

**\*\* FINAL \*\***

**B. Type Of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number UT030217	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

<b>D. Name and Address of Borrower</b> South Jordan City  1600 West Towne Center Drive South Jordan UT 84095	<b>E. Name and Address of Seller</b> R.L. Yergensen Elna C. Yergensen 9671 South Chavez Drive South Jordan UT 84095	<b>F. Name and Address of Lender</b>
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<b>G. Property Location</b> 9671 South Chavez Drive South Jordan UT 84095	<b>H. Settlement Agent</b> EXECUTIVE TITLE INSURANCE AGENCY, INC. 03-0405430 Place of Settlement 881 West Baxter Drive South Jordan, UT 84095 Settlement Date 1/24/2007 Disbursement Date
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**J. Summary of Borrower's Transaction**      **K. Summary of Seller's Transaction**

<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract Sales Price	18,205.00	401. Contract Sales Price	18,205.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)	2,807.14	403.	
104.		404.	
105.		405.	

<b>Adjustments for Items paid by seller in advance</b>		<b>Adjustments for Items paid by seller in advance</b>	
108. City/Town Taxes	to	408. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	

<b>120. Gross Amount Due From Borrower</b>	21,012.14	<b>420. Gross Amount Due To Seller</b>	18,205.00
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<b>200. Amounts paid By Or In Behalf Of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. SLCO Rollback	1,385.28
207.		507. 2007 Taxes-SLCO Treasurer	31.19
208.		508.	
209.		509.	

<b>Adjustments for Items unpaid by seller</b>		<b>Adjustments for Items unpaid by seller</b>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

<b>220. Total paid By/For Borrower</b>	0.00	<b>620. Total Reduction Amount Due Seller</b>	1,416.47
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<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	21,012.14	601. Gross Amount due to seller (line 420)	18,205.00
302. Less amounts paid by/for borrower (line 220)	0.00	602. Less reductions in amt. due seller (line 520)	1,416.47

<b>303. Cash</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	21,012.14	<b>603. Cash</b> <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	16,788.53
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\*\* Tax estimate based on 2006 taxes. \*\*

L. Settlement Charges

700. Total Sales/Brokers Commission based on price\$ @ % =			
Division of Commission (Line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
704.			
<b>800. Items Payable In Connection With Loan</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
<b>900. Items Required By Lender To Be Paid In Advance</b>			
901. Interest from	to	@ \$ /day	
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.			
<b>1000. Reserves Deposited With Lender</b>			
1001. Hazard Insurance	months @ \$	per month	
1002. Mortgage Insurance	months @ \$	per month	
1003. City Property Taxes	months @ \$	per month	
1004. County Property Taxes	months @ \$	per month	
1005. Annual Assessments	months @ \$	per month	
1006.	months @ \$	per month	
1007.	months @ \$	per month	
1008.			
<b>1100. Title Charges</b>			
1101. Settlement or Closing Fee	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	250.00
1102. Abstract or Title Search	to		
1103. Title Examination	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	2,307.14
1104. Title Insurance Binder	to		
1105. Document Preparation	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to		
(Includes above items number.)			
1108. Title Insurance	to	EXECUTIVE TITLE INSURANCE AGENCY, INC.	250.00
(Includes above items number.)			
1109. Lender's Coverage	\$		
1110. Owner's Coverage	\$	18,205.00	
1111. Endorsements			
1112.			
1113.			
<b>1200. Government Recording and Transfer Charges</b>			
1201. Recording fee: Deed \$ ; Mortgage \$ ; Release \$			
1202. City/County Tax Stamps: Deed \$ ; Mortgage \$			
1203. State Tax/Stamps: Deed \$ ; Mortgage \$			
1204.			
1205.			
<b>1300. Additional Settlement Charges</b>			
1301. Survey	to		
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)		2,807.14	0.00

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Borrower:** South Jordan City

**Seller:** R.L. Yergensen and Elna C. Yergensen

**Lender:**

**Settlement Agent:** EXECUTIVE TITLE INSURANCE AGENCY, INC.  
801-858-2155

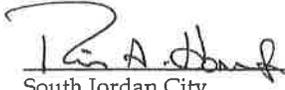
**Place of Settlement:** 952 EAST CHAMBERS, SUITE 2  
OGDEN, UTAH 84403

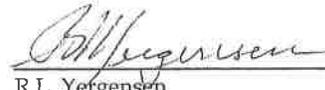
**Settlement Date:** January 24, 2007

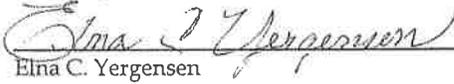
**Property Location:** 9671 South Chavez Drive  
South Jordan, UT 84095  
Salt Lake, UT

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I have carefully reviewed the HUD-1 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 HUD-1 Settlement Statement.

  
\_\_\_\_\_  
South Jordan City

  
\_\_\_\_\_  
R.L. Yergensen

  
\_\_\_\_\_  
Elna C. Yergensen

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
\_\_\_\_\_  
EXECUTIVE TITLE INSURANCE AGENCY, INC.  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and Imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

TITLE AFFIDAVIT AND "ADDITIONAL PROCEEDS DUE" AGREEMENT

Executive Title Commitment No. UT030217

Dated: January 24, 2007

The undersigned are currently participating in a title and escrow settlement transaction wherein Executive Title Insurance Agency, Inc (herein referred to as agent) has been appointed to serve as the escrow and title agent for a parcel of land referenced in the commitment for title insurance or letter report furnished by the agent with a commitment number of UT030217.

Buyers and Sellers agree to the following, the acknowledgment of which is hereby certified by signing below:

TITLE CERTIFICATION AND AFFIDAVIT:

We, the undersigned, hereby certify that we are not involved in or named party to any lawsuits that would jeopardize Executive Title insuring the subject property for the purpose of reflecting ownership and securing lien position for the insured parties. FURTHERMORE, we certify that there are no divorce matters, bankruptcy matters, collections, child support monies or orders outstanding, tax liens, judgments, interests (provisionary, conditional, contractual, equitable or otherwise), mechanic's liens, contracts, litigations, etc., that would allow any party to claim an interest, perfect a judgment, evict, or secure any lien or interest against the subject property. If any of the above do exist, we agree to hold Executive Title Insurance Agency Inc, its underwriters, and agents harmless from any effects of the above listed matters, and agree to settle and clear them to the agent's satisfaction.

ADDITIONAL PROCEEDS DUE:

YOU MAY BE RESPONSIBLE TO PAY ADDITIONAL FUNDS (PLEASE READ):

Executive Title Insurance Agency, Inc relies upon payoff statements issued by your mortgage companies or creditors who have liens that must be removed in order to write the new title insurance policies. There are certain situations where your lender may require more money than they originally instruct us to collect on the settlement statement that you will sign. Signing the settlement statement does not demonstrate a commitment on the part of the agent to cover any additional fees or proceeds. If your lender requires more money after you have signed, the agent will need to tender the amount in order to pay your lender in full. If you are unable to do so, the agent reserves the right to cease and desist from conducting the transaction. The undersigned agree to cover any additional proceeds required by their respective lenders.

Sellers:

[Signature]  
R.L. Yergensen

[Signature]  
Elna C. Yergensen

Buyers:

[Signature]  
South Jordan City

\_\_\_\_\_

Seller Contact Phone: \_\_\_\_\_

Buyer Contact Phone: \_\_\_\_\_

## ESCROW CLOSING DISCLOSURES

Date: January 24, 2007  
Order No.: UT030217

1. **LEGAL ADVICE NOTICE:**  
BUYER(S) and SELLER(S) acknowledge that Escrow Officer and Executive Title Insurance Agency, Inc, pursuant to instructions from BUYER(S) and SELLER(S) may have prepared and furnished certain documents in connection with the purchase and sale, or mortgage of said property, including, but not limited to Deeds, Escrow Instructions, Contract for Sale, Bills of Sale, Security Agreements and Trust Deed or Mortgages in connection with this transaction and that BUYER(S) and SELLER(S) are hereby advised by Escrow Officer of the advisability of seeking legal counsel in connection with this transaction and the documentation prepared by Escrow Officer and Executive Title Insurance Agency, Inc.
2. **TAX PRORATION DISCLAIMER:**  
The undersigned BUYER(S) and SELLER(S) do hereby understand and agree that the proration for general property taxes were calculated based on taxes for the preceding or estimate of the current year. Accordingly, the BUYER(S) and SELLER(S) do hereby hold Executive Title Insurance Agency, Inc harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation of difference in the actual general property taxes assessed for the current year. Both BUYER(S) and SELLER(S) agree to make the proration as may be required subsequent to closing.
3. **UTILITIES AGREEMENT:**  
It is hereby acknowledged and understood that any and all service charges or assessments levied by all utility companies will be paid by the BUYER(S) and SELLER(S) directly.  
All final charges to date of closing will be paid directly to utility companies by said SELLER(S), on or before said BUYER(S) take possession of the property. It is understood and agreed that Executive Title Insurance Agency, Inc. shall not be liable for the failure of any one party involved herein in any particular manner, disagreements, changes, and/or additional agreements between parties.
4. **ACKNOWLEDGMENT OF RECEIPT OF TITLE COMMITMENT:**  
The undersigned BUYER(S) do hereby acknowledge that they have received a copy of and have reviewed the contents of that commitment for Title Insurance issued by a title insurance provider in connection with the above referenced transaction.

BUYER(S) wish to take title as set forth on Warranty Deed.

Please initial here   *RT*   \_\_\_\_\_

5. **INSURANCE INSTRUCTIONS:**  
\* A fire insurance policy has been or will be taken care of by the BUYER(S) or their lender, and Executive Title Insurance Agency, Inc. is not responsible for obtaining said fire insurance policy.  
\* A Home Warranty Plan will \_\_\_\_\_/will not \_\_\_\_\_ be issued to the BUYER(S).
6. **RECORDING DOCUMENTS AND DISBURSEMENT OF FUNDS:**  
Signing the settlement statement (HUD-1) does not demonstrate a commitment on the part of Executive Title Insurance Agency, INC. Before the documents are recorded, Executive Title will research the indexes to check for any new liens or encumbrances that may be levied after the effective date of the title commitment, but before recording the security instrument. All funds and documents held in trust or escrow with respect to this transaction will be returned and the transaction will not be conducted or executed in any way if mitigating circumstances are discovered. Such circumstance include but are not limited to: new liens after the commitment effective date, claims of interest by other parties, discovery of an apparent misrepresentation made by any party to the transaction, a desire by any party to abort or halt the transaction, etc. The decision of whether or not to proceed will be made by the Escrow Officer and counsel retained by Executive Title Insurance Agency, INC, and will not be subject to arbitration of any kind. The BUYER(S) and SELLER(S) have read and approved all documents prepared or presented in connection with the closing of this escrow, and hereby direct and instruct the Escrow Officer and Executive Title Insurance Agency, Inc to close and

record this transaction. Upon receiving good funds, Executive Title is instructed to disburse funds pursuant to said settlement statement approved by the undersigned, unless other instructions are given to the Escrow Agency under section 7 as follows:

7. **ADDITIONAL INSTRUCTIONS:**

The undersigned BUYER(S) and SELLER(S) instruct Escrow Officer to make the following changes, deletions, or additions necessary to close this transaction:

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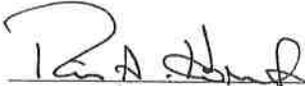
8. **GENERAL CONDITIONS OF ESCROW:**

The parties further agree that the closing of this transaction is subject to the General Conditions of Escrow attached and incorporated by reference.

9. **UNCLAIMED PROPERTY INSTRUCTIONS:**

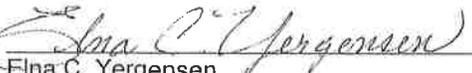
In the event any funds disbursed to either party by Executive Title are returned as undeliverable, or are not otherwise claimed by the addressee, the parties herein direct Executive Title to deposit the funds into an "Unclaimed Funds" account with the bank. The funds will collect interest payable to Executive Title and the parties authorize Executive Title to assess a monthly fee of \$7.00; and further authorize Executive Title to deduct a one time \$25.00 unclaimed funds setup fee. The funds will be held in the said account in accordance with Utah State law for a period of five years before being processed for forwarding to the State of Utah for disposition. The parties direct that all costs for the forwarding of said unclaimed funds will be deducted from the funds, and hereby hold Executive Title harmless for processing the unclaimed funds in accordance with these instructions and with Utah State law.

BUYER(S):

  
\_\_\_\_\_  
South Jordan City

SELLER(S):

  
\_\_\_\_\_  
R.L. Yergensen

  
\_\_\_\_\_  
Elna C. Yergensen

Daytime Phone: \_\_\_\_\_

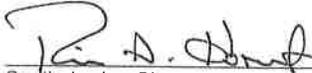
Daytime Phone: \_\_\_\_\_

## GENERAL CONDITIONS OF ESCROW

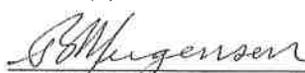
Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

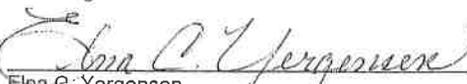
1. Escrow Agent: Executive Title Insurance Agency, Inc is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by escrow Agent while it holds such funds.
3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:
  - a) The financial status or insolvency of any other party, or any misrepresentation made by any other party.
  - b) Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
  - c) The default, error, action or omission of any other party to the escrow.
  - d) Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection or while funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
  - e) The expiration of any time or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent, has instructed the Escrow Agent to comply with said time limit.
  - f) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
4. Upon completion of the disbursement of the funds and delivery of instruments, if any, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.
5. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.
6. Attorney's Fees: In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To the extent that Escrow Agent holds funds under the terms of this escrow, the parties hereto, other than Escrow Agent, agree that the Escrow Agent may charge those funds with any such attorney's fees, court costs and expenses as they are incurred by Escrow Agent. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the funds are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of Escrow Agent, and Escrow Agent may lay claim to or against the funds for its reasonable costs and attorney's fees in connection with same, through final appellate review. To that end, the parties hereto, other than Escrow Agent agree to indemnify Escrow Agent from such attorney's fees and court costs. If Escrow Agent has to sue to enforce the terms of this or any other agreement signed by BUYER(S) of SELLER(S), or to collect funds that should be paid by BUYER(S) or SELLER(S), Escrow Agent shall be entitled to an award to costs and attorney's fees.
7. Escrow Agent shall not be liable for the acts or omissions of others, including but not limited to incorrect payoff figures provided by others. If any incorrect information is received by Escrow Agent from another source, Escrow Agent shall be reimbursed and indemnified from any loss incurred by the party that benefits therefrom.
8. The Statute of Limitations applies with respect to this transaction, and the total amount of consideration for this transaction exceeds \$500.00. Any instructions, terms, or conditions to be adhered to by the title company or escrow officer regarding this transaction must be delivered to Executive Title Insurance Agency, INC and must be signed and executed by said company. If no such instructions, terms, or conditions are received and executed, the title company and escrow officer shall conduct the transaction according to normal Executive Title Insurance Agency, INC business procedure, in compliance with state law.

BUYER(S):

  
\_\_\_\_\_  
South Jordan City

SELLER(S):

  
\_\_\_\_\_  
R.L. Yergensen

  
\_\_\_\_\_  
Elna C. Yergensen