# **Closing Disclosure**

#### **Closing Information**

Date Issued

Closing Date

05/02/22

Disbursement Date 05/03/22
Settlement Agent LEGRIDS TITLE LLC.

File #

2022-1113

Property

12908 SOUTH NATALIE DRIVE

RIVERTON, UT 84065

Sale Price

\$ 590,000.00

#### Transaction Information

Borrower

Seller

JANGHOLI JANSHOKR and NILOUFAR SHAHREZAEI 12908 SOUTH NATALIE DRIVE RIVERTON, UT 84065

JAYANT GUPTA and MALYA SHREE

#### **Summaries of Transactions**

Total Due from Seller at Closing (N)

Cash From X To Seller

SELLER'S TRANSACTION		
M. Due to Seller at Closing	MANAGER AND AND AND ADDRESS OF	\$ 590,000.00
01 Sale Price of Property		\$ 590,000.00
02 Sale Price of Any Personal Pr	operty Included in Sale	
03		A STATE
04		
05		
06		
07		
08		
Adjustments for Items Paid	by Seller in Advance	
09 City/Town Taxes	Manager and the second	
10 County Taxes		
11 Assessments		
12		
13		
14		
15		
16		
N. Due from Seller at Closing		\$ 484,899.57
01 Excess Deposit		
02 Closing Costs Paid at Closing	(2)	\$ 21,390.42
03 Existing Loan(s) Assumed or	Taken Subject to	
04 Payoff of First Mortgage Loan	n .	\$ 462,636.38
05 Payoff of Second Mortgage L	oan	
06		
07		
08 Seller Credit		
09		
10	MATERIAL SERVICE	
11		
12		
13	NINO(NINY)NINO(NIN	
Adjustments for Items Unpai	d by Seller	
14 City/Town Taxes		
15 County Taxes	01/01/22 to 05/04/22	\$ 872.77
16 Assessments		
17		
18		
19		100000000000000000000000000000000000000
CALCULATION	The second second	W SIN LAST
Total Due to Seller at Closing (M)		\$ 590,000.00
Constitution of the Consti		

Contact Information	
REAL ESTATE BROKER (B	
Name	EQUITY REAL ESTATE - SOLID
Address	
UT License ID	
Contact	KOUROSH ZADEH
Contact UT License ID	
Email	
Phone	
REAL ESTATE BROKER (S	
Name	ROYAL BROKERS
Address	
UT License ID	
Contact	AMITESHWAR BHATIA
Contact UT License ID	
Email	
Phone	(385)495-9897
SETTLEMENT AGENT	
Name	LEGENOS TITLE LLC.
Address	189 E. FORT UNION BOULEVARD #100 MIDVALE, UTAH 84047
UT License ID	241403
Contact	SARAH MACRISS
Contact UT License ID	667877
Email	service:@legends-title.com
Phone	(801)352-1588

PAGE 1 OF2 CLOSING DISCLOSURE

- \$ 484,899.57

\$ 105,100.43

# **Closing Cost Details**

	Seller-Paid
Loan Costs	At Closing Before Closing
A. Origination Charges	
01 % of Loan Amount (Points)	
02	
03	
04	
05	
06	
07	
08	
B. Services Borrower Did Not Shop For	
01 02 03 04	
03	
04	
05 06 07	
06	
07	
08	
09	
10 C. Services Borrower Did Shop For	AND AND ADDRESS OF THE PARTY OF
01	
02	
0.5	
05	
06	
01 02 03 04 05 06	
06	

_	1	Cos	1.0

E. Taxes and Other Government Fees		O I NEW PARK		
01 Recording Fees	Deed: Mortgage:			
02				
F. Prepaids				
01 Homeowner's Insurance Premium ( mo.)			Martin Martin	
02 Mortgage Insurance Premium ( mo.)				
03 Prepaid Interest ( per day from to	)			
04 Property Taxes ( mo.)				
05				
G. Initial Escrow Payment at Closing				
01 Homeowner's Insurance		per month for mo.		
02 Mortgage Insurance		per month for mo.		
03 Property Taxes		per month for mo.		
04				
05				
06				Name of the
07				
08 Aggregate Adjustment				
H. Other				
01 Commission	to ROYAL BROKERS		\$ 5,900.00	
02 Commission	to EQUITY REAL ESTATE - SOLID		\$ 11,800.00	
03 FINAL SEWER ACCT#12291103	to SOUTH VALLEY SEWER		\$ 27.42	
04 FINAL WATER/GARB ACCT#2024473	to RIVERTON CITY UTILITY BILLING		\$ 55.00	
05 HOME WARRANTY	to TBD		\$ 500.00	
06 HOMEOWNERS POLICY	to LEGENDS TITLE LL.C.		\$ 2,833.00	
07 SETTLEMENT CLOSING FEE	to LEGENDS TITLE LLC.		\$ 225.00	
08 WIRE/COURIER FEE	to LEGENDS TITLE LLC.		\$ 50.00	
J. TOTAL CLOSING COSTS			\$ 21,390.42	

# LEGENDS TATLE LLC. ALTA Universal ND 1000065 189 E. FORT UNION SOURCE #200 #100 MIDVALE, UTAH #4047

File No./Escrow No.:

2022-1113

Print Date & Time: Officer/Escrow Officer: May 2, 2022 at 09:49 AM

Settlement Location:

189 E. Fort Union Blvd #100, Midvale, UT 84047

Property Address:

12908 SOUTH NATALIE DRIVE

RIVERTON, UT 84065

Buyer:

JANGHOLI JANSHOKR and NILOUFAR SHAHREZAEI

Seller:

JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY

TRUST, dated the 7th day of February, 2022

Lender:

Settlement Date: Disbursement Date: May 2, 2022 May 3, 2022

Description	Sell	er
Financial	Debit	Credit
Sale Price of Property		\$ 590,000.00

Prorations/Adjustments

County Taxes

01/01/22 to 05/04/22

\$ 872.77

#### Loan Charges to

#### Other Loan Charges

#### **Impounds**

#### Title Charges & Escrow / Settlement Charges

#### Commission

Commission Commission to ROYAL BROKERS

to EQUITY REAL ESTATE - SOLID

\$5,900.00 \$11,800.00

\$ 462,636.38

#### **Government Recording and Transfer Charges**

#### **Payoffs**

Payoff of First Mortgage Loan

to MR. COOPER

\$ 462,921.26

As of 05/16/22

Loan Payoff

Include additional interest for

-13 Days @ 35.610000 Per Diem/Day Plus 5 Extra Days

Miscellaneous	ALVA GRANGE STITLE OF THE PARTY	Debit	Credit
HOME WARRANTY HOMEOWNERS POLICY SETTLEMENT CLOSING FEE WIRE/COURIER FEE FINAL WATER/GARB	to TBD  to LEGENDS TITLE LLC.  to LEGENDS TITLE LLC.  to LEGENDS TITLE LLC.  to RIVERTON CITY UTILITY BILLING	\$ 500.00 \$ 2,833.00 \$ 225.00 \$ 50.00	
ACCT#2024473 FINAL SEWER ACCT#12291103		\$ 55.00 \$ 27.42	
Subtotals Balance Due TO TOTALS	A STATE OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE	\$ 484,899.57 \$ 105,100.43 \$ 590,000.00	\$ 590,000.0 \$ 590,000.0

# ACKNOWLEDGMENT OF RECEIPT OF ALTA SETTLEMENT STATEMENT/CDF

Borrower: JANGHOLI JANSHOKR and NILOUFAR SHAHREZAET

Seller: JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY

TRUST, dated the 7th day of February, 2022

Lender:

Settlement Agent: LEGENDS TITLE LLC.

(801)352-1588

Place of Settlement: 189 E. Fort Union Blvd #100, Midvale, UT 84047

Settlement Date: May 2, 2022 Disbursement Date: May 3, 2022

Property Location: 12908 SOUTH NATALIE DRIVE, RIVERTON, UT 84065

I have carefully reviewed the ALTA Settlement Statement/Closing Disclosure form 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 ALTA Settlement Statement/Closing Disclosure form.

> JAYANT GUPTA, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

> MALYA SHREE, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

# ACKNOWLEDGMENT OF RECEIPT OF CLOSING DISCLOSURE

#### Borrower(s):

JANGHOLI JANSHOKR and NILOUFAR SHAHREZAEI

#### Seller(s):

JAYANT GUPTA and MALYA SHREE THE GUPTA SHREE FAMILY TRUST.

Settlement Agent:

LEGENDS TITLE LLC.

(801)352-1588

Settlement Date:

May 2, 2022

Disbursement Date:

May 3, 2022

Property Location:

12908 SOUTH NATALIE DRIVE

RIVERTON, UT 84065

I have carefully reviewed the Closing Disclosure form 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 Closing Disclosure form.

JAYANT GUPTA, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

MALYA SHREE, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

To the best of my knowledge, the Closing Disclosure form 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.

LEGENDS TITLE LLC. Settlement Agent When Recorded, Return To/Mail Tax Notices To: Grantee 12908 SOUTH NATALIE DRIVE RIVERTON, UT 84065

# WARRANTY DEED

JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022, GRANTOR(S)

City of RIVERTON, County of Salt Lake, State of Utah, hereby CONVEYS and WARRANTS TO

JANGHOLI JANSHOKR and NILOUFAR SHAHREZAEI, A Married Couple, As Joint Tenants with Full Rights of Survivorship,

GRANTEE(S)

For the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Lot 308, Riverton Village Plat 3, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel Identification Number 27-33-281-004

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

WITNESS the hand of said grantor, this 2nd day of May, 2022.

# OWNER'S AFFIDAVIT AND INDEMNITY

Before me, the undersigned authority, on this day personally appeared JAYANT GUPTA and MALYA SHREE personally known by me to be the persons who names are subscribed hereto, who being be me first duly sworn, on their oaths stated the following to be true and correct:

1.	We are the owners of the land described herein, and there are no other pending real estate contracts on said pro-					
	Strue	□False				
2.	There are no	delinquent State or Federal Tax liens against the land and no judgments or tax liens against us.				
	Little	□False				
3.	All taxes and assessments by a taxing authority are paid through the current tax year. There have been no special tax assessments granted on the land. All tax exemptions were lawful.					
	Firue	□False				
4.		erty is owned by a Trust or LLC, you are the legal authorized signer. There have been no changes made Incorporation documents.				
	ETrue	□False				
5.	-	ssessments for the subdivision/condominium are paid current and there are no outstanding HOA liens.				
	True	□False				
6.	There are no pending repairs or improvements to the street(s) adjacent to the land.					
	True	□False				
7.	Regarding the property known as:					
	12908 SOU RIVERTON	TH NATALIE DRIVE , UT 84065				
	No separate	building, garage or apartment is used as a second residence				
	True	□False				
8.	satisfied. We	ements we added to the land were authorized by a building permit and have been paid in full and fully are not aware, and have not been told, that the improvements on the land violate any building permit, ictions, or covenants.				
	Firue	□False				
9.	There are no known boundary line discrepancies, we are not aware, and have not been informed that the improvements on the land encroach over any building lines, easements, or property lines. We are not aware, and have not been informed that the improvements by neighbors encroach over our property lines.					
	True	□False				
10.	The land has	actual pedestrian and vehicular access based on a legal right of access to the land.				
	ETrue	© False				
11.	There are no	tenants, leases, or parties in possession of the property.				
	true	□False				

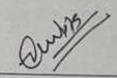
12.	There are no	o pending Divorce	proceedings.
	Arue-	□ False	☐Being satisfied at closing
13.	The said pro	operty is not part of	a forbearance/ deferment with the current mortgage.
	C-Prue	□False	☐Being Paid off at closing
14.	The said pro	operty does not hav	e any UCC Filings for Solar Liens or Water Softeners.
	True	□False	☐ Being Paid off at closing
15.	If applicable	e, all ORS/ Child S	upport Liens are current and up to date.
	True	□False	□Being Paid off at closing
16.	We have prooff at closin	ovided Legends Tit g.	le LLC with all payoff information, all debts owing on said property are being paid
	True	□False	
17.	commitmen and (1) ther that could g commitmen not executed	t issued with respect e are no matters, inc ive rise to a lien that t and the recording d and will not execu	recorded in the Public Records subsequent to the effective date of the title of to any Subject Property which affect title to the particular Subject Property insured, cluding pending lawsuits, state or federal tax obligations, pending against Affiants at would attach to any Subject Property between the effective date of said of the instruments giving rise to the interest to be insured, and (2) the Affiants have any instrument that would adversely affect the title to any Subject Property or the red pursuant to the Commitment.
	True	□False	
18.	The Seller, if foreign trust Regulations	, foreign state of ot	ction is a sale, is not a non resident alien, foreign corporation, foreign partnership, her foreign entity (as defined in the Internal Revenue Code and Income Tax
	True	□False	
19.	enforce this encumbranc	E COMPANY from agreement, because	as LEGENDS TITLE LLC, and their underwriter, WESTCOR LAND TITLE in any loss, liability, costs, expenses and attorneys' fee, including attorneys' fees to of any errors or incorrectness of this affidavit and because of any defects, liens currently affecting or that may affect the title to the land before the recordation of our
	True	□False	
Dated: 05/02/22	**		Mal VA SUPEE
JAYANT GUPT	A		MALYA SHREE
State of Utah County of Salt La	ake		
On the 2nd day of instrument, who	of May, 2022, duly acknowle	personally appear edged to me that the	ed before me JAYANT GUPTA and MALYA SHREE, the signer(s) of the within ey executed the same.
(STATE OF THE PARTY OF THE PART	SARAH M	ACRISS	

Notary Public

NOTARY PUBLIC+STATE OF UTAH COMMISSION# 708283 COMM. EXP. 09-22-2023

# FORM 1099S INTERNAL REVENUE SERVICE CLOSING INFORMATION

Closing Date: 05/02/22 File Number: 2022-1113 Property Address: 12908 SOUTH NATALIE DRIV	E			
RIVERTON, UT 84065 Principal Residence Other Real Estate/Investment Property				
Sellers: JAYANT GUPTA and MALYA SHREE, or TRUST, dated the 7th day of February, 2022	r their successo	sors, as Trustees of and THE GUPTA SHREE FAMIL	L	
Are sellers married to each other?	Yes	No		
If married, will you be filing a joint return?	(Yes)	No		
Is Seller a corporation?	Yes	(No)		
Type of Transaction:				
Selling price \$590,000.00				
Is the sales price split between parties?	Yes	(No)		
JAYANT GUPTA, or their successors, as Trustee of February, 2022		PTA SHREE FAMILY TRUST, dated the 7th day of		
MALYA SHREE, or their successors, as Trustee of a February, 2022	and THE GUP	PTA SHREE FAMILY TRUST, dated the 7th day of		
FORWARDING INFORMATION	FC	ORWARDING INFORMATION:		
NAME JAYANI GUPTA		NAME:		
FORWARDING ADDRESS: 15534 S	FC	FORWARDING ADDRESS.		
DEMOCRACY DA, BLUFFDALE, U	T84065 _			
PHONE: 6466422653		PHONE:		
EMAIL jayantg & a growl com	EN	MAIL:		
SS# 276 - 97 - 1204 SS#  JAYANT GUPTA, TRUSTEE  OR		REE, TRUSTEE		
EIN#				
JAYANT GUPTA and MALYA SHREE, or the TRUST, dated the 7th day of February, 2022	eir successors,	, as Trustees of and THE GUPTA SHREE FAMILY		



JAYANT GUPTA, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

Mayshau

MALYA SHREE, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

STATE OF Utah COUNTY OF Salt Lake

On the 2<sup>nd</sup> day of May, 2022, personally appeared before me JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022 the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public



# LEGENDS TITLE LLC. ESCROW PROVISIONS AND COMPLIANCE AGREEMENT

This Agreement governs the duties and obligations between LEGENDS TITLE LLC., (bereinafter "Escrow Agent") and the undersigned signatories, who are undersigned to the following transaction.

Order No. 2022-1113

Property Address: 12908 SOUTH NATALIE DRIVE

RIVERTON, UT 84065

# The Undersigned understand and acknowledge:

#### Escrow Agents Role

Subject to the terms of this Agreement, Escrow Agent agrees to act as an Escrow Agent in closing the transaction described above. Escrow Agent is not the agent of any single party. Rather Escrow Agent agrees to prepare documents, secure the execution of documents, record documents disburse funds, and otherwise close the transaction in accordance with the joint directions of the undersigned. Escrow Agent has no other duties or obligations. In particular, Escrow does not give and has no duty to give legal or other advice to the undersigned.

#### Undersigned Role

The undersigned hereby authorize Escrow Agent to close the transaction, record documents, disburse funds, and otherwise act in accordance with the written Settlement Statement and any written or oral directions or agreements given to Escrow Agent by the undersigned or their representatives. The undersigned agree that Escrow Agent is entitled to act on the direction of the realtor, attorney or other person who has dealt with Escrow Agent on behalf of this transaction. If any party wishes to limit the authority of those who have dealt on their behalf with Escrow Agent, any such limitation must be contained in writing that is delivered to Escrow Agent. The undersigned agree that they are not looking to Escrow Agent for legal advice, and that they have had an opportunity to obtain such advice from persons other than those affiliated with Escrow Agent. If you have questions about the effect of documents or the transactions, it is your responsibility to obtain legal services from counsel of your choice at your own expense

#### Closing Documentation

The undersigned have been given the opportunity to review all documents at closing and to seek independent advice or counsel concerning those documents, if desired. The undersigned agree that the only representations of Escrow Agent upon which they are entitled to rely or act are those that are in writing and executed by Escrow Agent and that the undersigned are not entitled to act or rely on confliction oral or written terms or directions given to Escrow Agent prior to closing. The undersigned' execution and delivery of documents at closing shall, as between Escrow Agent and the undersigned, constitute the undersigned' agreements and directions to Escrow Agent whether or not Escrow Agent is a party to the documents. The terms of this paragraph shall not affect the undersigned' rights between themselves.

#### Deposit of Funds and Disbursements

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 the 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.

#### Disclosure of Possible Benefits to Escrow Agent

As a result of Escrow Agent maintaining its general escrow accounts with the depositories, Escrow Agent may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Agent and Escrow Agent shall have no obligation to account to the undersigned to this escrow for the value of any such collateral benefits.

#### Miscellaneous Fees

The Settlement Statement may prescribe that certain release or reconveyance fees are payable to Escrow Agent. These fees are payable to Escrow Agent to compensate it for facilitating and arranging for the reconveyance or release of the encumbrance in question and are payable in the amounts indicated irrespective of whether additional reconveyance fees or charges may have been paid or are payable to any other party and irrespective of any limitation on reconveyance or release fees that may be prescribed. Escrow Agent may incur certain additional costs on behalf of the undersigned for services performed by third party providers. The fees charged by Escrow Agent for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of the Escrow Agent for such services.

#### Prorations and Adjustments

The term "Close of Escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made as of the close of escrow based on a 365 day year.

#### Contingency Periods

Escrow Agent shall not be responsible for monitoring contingency time periods between the undersigned. The undersigned shall execute such documents as may be requested by Escrow Agent to confirm the status of any such periods.

# Commitment for Title Insurance: Recordation of Documents

Buyer(s) hereby acknowledges receipt of LEGENDS TITTLE LLC.'s Commitment for Title Insurance. Buyer(s) further acknowledges that exceptions beginning at #9 and all subsequent exceptions shall appear in the Owner's or Homeowner's Policy of Title Insurance to be issued in accordance to closing by Seller's title insurance agent TITLE TO BE VESTED AS JOINT TENANTS unless other noted. The undersigned Buyer and Seller affirm that the legal descriptions appearing in the Commitment is satisfactory, and authorize Escrow Agent to record documents delivered through escrow which contain said legal description and are necessary or proper for the issuance of the requested title insurance policy(ies).

### Personal Property Taxes

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

#### Real Property Taxes

The undersigned Buyer and Seller do hereby understand and agree that the proration for the general property taxes as provided in the above referenced closing statements was calculated by proration based upon the amount of \$2,589.94 and are considered a final settlement between the undersigned. Buyer(s) and Seller(s) signature hereon acknowledges his/her approval of tax prorations. Accordingly, the Buyer(s) and Seller(s) do hereby hold Escrow Agent free and harmless from any liability or damages caused by an inaccurate proration for general property taxes assessed for the current year. Upon a determination of the assessed property taxes due for the current year, Buyer(s) and Seller(s) agree to make the proper proration adjustment as may be required subsequent to closing.

#### Utilities and Water Rights

Escrow Agent shall not be responsible for the transfer of utilities. Escrow Agent shall not be responsible for the transfer of Water Rights or shares unless specifically instructed by the undersigned in writing. Any and all connection fees, service charges or assessments levied by all GOVERNMENTAL ENTITIES, UTILITY COMPANIES AND/OR HOMEOWNERS ASSOCIATIONS will be paid by the Buyer(s) and Seller(s) directly.

#### Conflicting Instructions and Disputes

If Escrow Agent becomes aware of any conflicting demands or claims concerning this escrow, Escrow Agent shall have the right to discontinue all further acts on Escrow Agent's part until the conflict is resolved to Escrow Agent's satisfaction. Escrow Agent has the right at its option to file an action in interpleaded requiring the undersigned to litigate their claims/rights. If such an action is filed, the undersigned jointly and severally agree (a) to pay Escrow Agent's reasonable attorney's fees, and (b) that Escrow Agent is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Agent, the undersigned agree to indemnify and hold the Escrow Agent harmless against liabilities, damages and costs incurred by Escrow Agent (including reasonable attorneys fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow Agent.

#### Usury

Escrow Agent is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

#### Insurance Policies

In all matters relating to insurance, Escrow Agent may assume that each policy is in force and that the necessary premium has been paid. Escrow Agent is not responsible for obtaining fire, hazard or liability insurance.

### Copies of Documents: Authorization to Release TILA/RESPA Integrated Disclosures

Escrow Agent is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Agent, the originals of such document(s) shall be delivered to Escrow Agent. Escrow Agent may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Agent is hereby authorized to furnish copies of any and all documentation in relation to this transaction to respective Real Estate Agents, Brokers, and to any other Title Company involved in this transaction. Said documentation includes but is not limited to: Closing Disclosures, Loan Estimates, Settlement Statements, Payoff Statements and information, and Underwriting Requirements as needed to complete the consummation and closing of the transaction.

# Tax Reporting, Withholding and Disclosure

The undersigned are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Agent does not provide tax or legal advice and the undersigned agree to hold Escrow Agent harmless from any loss or damage that the undersigned may incur as a result of their failure to comply with federal and/or state tax laws. WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE UNDERSIGNED. ESCROW AGENT IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW AGENT AGREES IN WRITING.

A. Taxpayer Identification Number Reporting

Federal Law requires Escrow Agent to report Seller's social security number and/or tax identification number, forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). Escrow cannot be closed nor any documents recorded until the information is provided and Seller certifies its accuracy to Escrow Holder.

B. Federal Withholding and Reporting

Certain federal reporting and withholding requirements exist for real estate transaction where the seller (transferor) is a non-residential alien, a non-domestic corporation or partnership, a domestic corporation or partnership controlled by non-residents or non-resident corporations or partnerships.

C. Taxpayer Identification Disclosure

Undersigned to a residential real estate transaction involving seller-provided financing are required to furnish, disclose and include taxpayer identification numbers in their tax returns. Escrow Agent is not required to transmit the taxpayer I.D. numbers to the IRS of the undersigned. Escrow Agent is authorized to release any party's taxpayer I.D. numbers to any other party upon receipt of a written request. The undersigned waive all rights of confidentiality regarding their taxpayer I.D. numbers and agree to hold Escrow Agent harmless against any fees, costs, or judgments incurred and/or awarded because of the release of taxpayer I.D. numbers.

#### Privacy Policy

The undersigned Buyer and Seller hereby acknowledge receipt of a copy of the privacy policy of any one of Escrow Agent's underwriters.

#### Compliance Agreement

- A. Agreement to Correct Misstated and/or Provide Additional Documentation or Fees:
  - In consideration of Escrow Agent and/or Title Company recording, disbursing and insuring the closing of the above referenced property, and regardless of the reason for any loss of, misplacement of, inaccuracy in, or failure to sign any documentation, Borrower(s) and Seller(s) agree as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Purchase Agreement and Deposit Receipt, or otherwise missing, upon request of Escrow Agent, Borrower(s) and Seller(s) will comply with Escrow Agents request to execute, acknowledge, initial and deliver to Escrow Agent any documentation Escrow Agent deems necessary to replace, correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). All documents Escrow Agent requests of Borrower(s) and/or Seller(s) shall be referred to as "Document". Borrower(s) and Seller(s) agree to deliver the Document within ten (10) days after receipt by Borrower(s)/Seller(s) of a written request for such replacement. Borrower(s) and Seller(s) also agree that upon request by Escrow Agent, Borrower(s) or Seller(s) will supply additional amounts and/or pay to Escrow Agent any additional sum previously disclosed to Borrower(s)/Seller(s) as a cost associated with its closing, which for whatever reason was not collected at closing ("Fees").
- B. Request By Escrow Officer and Or Title Company:

Any request under this Agreement may be made by Escrow Agent and/or Title Company, (including assignees and person acting on behalf of Escrow Agent/Title Company) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s)/Seller(s) at the address indicated in the Closing Documentation shall be considered conclusive evidence of the necessity for the Document(s).

- C. Borrower(s)/Seller(s) Liability:
  - If Borrower(s) and/or Seller(s) fails or refuses to execute, acknowledge, initial and deliver the Documents or pay the Fees to Escrow Agent/Title Company more than ten (10) days after being requested to do so by Escrow Agent and/or Title Company, and understanding that Escrow Agent and/or Title Company is relaying on these representations, Borrower(s)/Seller(s) agree to be liable for any and all loss or damage which Escrow Agent and/or Title Company reasonably sustains thereby, including but not limited to: All reasonable attorney's fees and costs incurred by the Escrow Agent/Title Company.

This Agreement shall survive the closing of the above referenced property, and insure to the benefit of Escrow Agent and/or Title Company's successors and/or assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns or Borrower(s) and/or Seller(s).

D. <u>Limited Power of Attorney</u>:

Each of the undersigned hereby designates and appoints LEGENDS TITLE LLC. as his/her lawful agent and attorney in fact, with the full power to act, to all intents and purposes, as might or could be done if personally present for the purpose of approving, initialing, signing, and/or executing changes made to the Settlement Statement, subject only to the following: 1) This power of attorney does not apply to changes that negatively effect the undersigned by more than \$500.00. 2) This power of attorney shall not be affected by my/our disability and shall expire 30 days after the date of its execution.

#### 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 the Escrow Agent or exchanged by the undersigned hereunder, whether or not Escrow Agent prepared such instruments. (c) The default, error, actions or omission of any other party to the escrow, 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 part that benefits therefrom. (d) Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collections 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.

#### Payoffs

Undersigned agree that any and all payoffs made in conjunction with the above referenced closing are the responsibility of the undersigned. Regardless of the reason, any additional fees, shortages, interest accrued, escrow shortages, etc. are the sole responsibility of the undersigned and Escrow Agent and/or Title Company shall be held harmless.

#### Discharge of Obligations

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. 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.

#### Attorney's Fees

The undersigned further agree to hold harmless LEGENDS TITLE LLC., its underwriter, officers, agents and employees from any loss and/or expense, including reasonable attorney fees and court costs sustained by reason of any action, legal or otherwise, which may in any way arise out of this transaction, acknowledgement and/or agreement. To the extent that Escrow Agent holds funds under the terms of this escrow, the undersigned 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 the Escrow Agent, or the 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 any 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 the same, through final appellate review. To that end the undersigned 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) or Seller(s), or to collect the funds that should be paid by Buyer(s) or Seller(s), Escrow Agent shall be entitled to an award to cost and attorney's fee.

#### FDIC Waiver

The Principal(s) to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. Agency assumes no responsibility for, nor will Purchaser and/or Seller hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amounts and that the excess amount is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

DATED: 05/02/22	
BORROWER(S)	SELLER(S)
	Our play
JANGHOLI JANSHOKR	JAYANT GUPTA
	Holyagher
NILOUFAR SHAHREZAEI	MALYA SHREE

# "THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

### BILL OF SALE

(With Warranties)

#### KNOW ALL MEN BY THESE PRESENTS:

That JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022 the Seller(s), for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, to me/us in hand paid by JANGHOLI JANSHOKR and NILOUFAR SHAHREZAEI, the Buyer(s), the receipt whereof is hereby acknowledged, have bargained, sold, assigned and transferred, and by these presents do(es) bargain, sell, assign and transfer unto said Buyer(s) that certain personal property now at 12908 SOUTH NATALIE DRIVE, RIVERTON, UT 84065, particularly described as follows:

#### AS PER MLS AND/OR REPC

And the Seller(s) upon the consideration recited above warrants ownership of and good title to said property, the rights to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the Buyer(s) against all lawful claims.

IN WITNESS WHEREOF, JAYANT GUPTA and MALYA SHREE, or their successors, as Trustees of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022 have hereunto set my/our hand(s) this 2<sup>nd</sup> day of May, 2022.

JAYANT GUPTA, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022

MALYA SHREE, or their successors, as Trustee of and THE GUPTA SHREE FAMILY TRUST, dated the 7th day of February, 2022