# View/Print Label

- 1. Print the label: Select Print from the File menu in this browser window to print the label below.
- 2. Fold the printed label at the dotted line. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

#### 3. GETTING YOUR SHIPMENT TO UPS

# Customers without a Daily Pickup

- Take this package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS
   Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you or visit
   <a href="https://www.ups.com/content/us/en/index.jsx">www.ups.com/content/us/en/index.jsx</a> and select Drop Off.
- Air shipments (including Worldwide Express and Expedited) can be picked up or dropped off. To schedule a pickup, or to find a drop-off location, select the Pickup or Drop-off icon from the UPS tool bar.

#### Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

#### FOLD HERE



Elite Title Company, LLC ALTA Universal ID: 3611 Richardson Square Dr. Suite 100 Arnold, MO 63010



File No./Escrow No.:

ETC-29956-24

Print Date & Time:

November 19, 2024 1:20 pm

Officer/Escrow Officer:

Carrie McMorrow

Settlement Location:

3611 Richardson Square Dr., Suite 100

Arnold, MO 63010

Property Address:

25 Hillside Springs

Eureka, MO 63025

Borrower:

Madalyn Virginia Schweiss

Seller:

Dennis Sova and Dorene C. Lebcowitz

25 Hillside Springs Eureka, MO 63025

Lender:

Settlement Date:

November 21, 2024

Disbursement Date:

November 21, 2024

Description	Seller		
	Debit	Credit	
Financial			
Sale Price of Property		200,000.00	
Seller Credit	6,000.00		
Prorations/Adjustments			
HOA(Paid) 11/22/24-09/01/25		313.88	
County Taxes 11/22/24-12/31/24		150.17	
Title Charges and Escrow/Settlement Charges			
Settlement/Closing Fee to Elite Title Company, LLC	395.00		
Wire Fraud Service Fee to Elite Title Company, LLC	25.00		
Wire/Delivery Service and Handling Fee to Elite Title Company, LLC	75.00		
2024 RE Taxes to Jefferson County Collector of Revenue	1,386.22		
Credit Card for Carpet to Wells Fargo	4,821.00		

Description	Seller		
	Debit	Credit	
Title Charges and Escrow/Settlement Charges (continued)			
Delivery/Handling Service Fee to Hillsboro Title	50.00		
HOA Due to HSIA Inc	405.00		
Real Estate Commission - Selling to Coldwell Banker Premier Group	5,000.00		
Closing Protection Letter Fee to Hillsboro Title	25.00		
Commissions			
Broker Transaction Fee to Keller Williams Chesterfield Keller Williams Chesterfield 500.00	500.00		
Real Estate Commission - Listing to Keller Williams Chesterfield Keller Williams Chesterfield 6,000.00	6,000.00		
Miscellaneous			
Mobile Notary Fee to Signing Carolina	150.00		
	Debit	Credit	
Subtotals	24,832.22	200,464.05	
Due to Seller	175,631.83		
Totals	200,464.05	200,464.05	

# Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Elite Title Company, LLC to cause the funds to be disbursed in accordance with this statement.

Seller	
Dennis Sova	
Dorene C. Lebcowitz	

Elite Title Company, LLC

BY: Carrie McMorrow Escrow Closer

# Final Closing Disclosure

Closing Information

**Date Issued** 

Closing Date 11/21/2024 Disbursement Date 11/21/2024

Settlement Agent Elite Title Company, LLC

File # ETC-29956-24
Property 25 Hillside Springs
Eureka, MO 63025

**Sale Price** \$200,000

Transaction Information

Borrower Madalyn Virginia Schweiss

Seller Dennis Sova and Dorene C. Lebcowitz

25 Hillside Springs Eureka, MO 63025

#### Summaries of Transactions

Cash From X To Seller

	CTION	
M. Due to Seller at	Closing	\$200,464.05
01 Sale Price of Prop	erty	\$200,000.00
02 Sale Price of Any	Personal Property Included in Sale	
03 HOA(Paid)	11/22/24-09/01/25	\$313.88
04		
05		
06		
07		
08		
Adjustments for It	ems Paid by Seller in Advance	
09 City/Town Taxes		
10 County Taxes	11/22/24 to 12/31/24	\$150.17
11 Assessments		
12		
13		
14		
15		
16		
N. Due from Seller	at Closing	\$24,832.22
01 Excess Deposit		
02 Closing Costs Paid	d at Closing (J)	\$18,832.22
03 Existing Loan(s) A	Assumed or Taken Subject to	
04 Payoff of First Mo	rtgage Loan	
05 Payoff of Second	Mortgage Loan	
06 Payoff of 1st Mort	tgage to:	
07		
08 Seller Credit		\$6,000.00
09		
10		
11		
12		
13		
Adjustments for It	ems Unpaid by Seller	
14 City/Town Taxes		
15 County Taxes		
16 Assessments		
17		
18		
19		
CALCULATION		
Total Due to Seller at	Closing (M)	\$200,464.05
	at Closing (N)	-\$24,832.22

Contact Information			
REAL ESTATE BROKER (E	3)		
Name Coldwell Banker Premier Group			
Address	2203 South Big Bend Boulevard Clayton, MO 63117		
MO License ID	000004637		
Contact	Marti Poe		
Contact MO License ID	2013023997		
Email	MPoe@CBPHomes.com		
Phone	314-336-1946		
REAL ESTATE BROKER (S	5)		
Name	Keller Williams Chesterfield		
Address	16401 Swingley Ridge Road Suite 200 Chesterfield, MO 63017		
MO License ID	2011006973		
Contact	Rosie Hurley		
Contact MO License ID	2019024246		
Email	rosie.hurley@kw.com		
Phone			
SETTLEMENT AGENT			
Name	Elite Title Company, LLC		
Address	3611 Richardson Square Dr. Suite 100 Arnold, MO 63010		
MO License ID	3001088438		
Contact	Carrie McMorrow		
Contact MO License ID			
Email	cmcmorrow@elitetitlestl.com		
Phone	636-725-2837		



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

CLOSING DISCLOSURE PAGE 1 OF 2

\$175,631.83

# **Closing Cost Details**

	Seller-Pai	
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		
05		
06		
07		
08		
09		
10		
C. Services Borrower Did Shop For		
01 Title - Settlement/Closing Fee to Elite Title Company, LLC	\$395.00	
02 Title - Wire Fraud Service Fee to Elite Title Company, LLC	\$25.00	
03 Title - Wire/Delivery Service and Handling Fee to Elite Title Company, LLC	\$75.00	
04		_
05		
06		
07		
08		

CLOSING DISCLOSURE PAGE 2a OF 2

402	hei	20	റട	ts:

E. Taxes and Other Government Fees		
01 Recording Fees Deed: Mortgage:		
02		
F. Prepaids		
01 Homeowner's Insurance Premium ( mo.)		
02 Mortgage Insurance Premium ( mo.)		
03 Prepaid Interest ( per day from to )		
04 Property Taxes ( mo.)		
05		
G. Initial Escrow Payment at Closing	<del>-</del>	
01 Homeowner's Insurance		
02 Mortgage Insurance		
03 Property Taxes		
04		
05		
06		
07		
08 Aggregate Adjustment		
H. Other		
01 2024 RE Taxes to Jefferson County Collector of Revenue	\$1,386.22	
02 Broker Transaction Fee to Keller Williams Chesterfield	\$500.00	
03 Credit Card for Carpet to Wells Fargo	\$4,821.00	
04 Delivery/Handling Service Fee to Hillsboro Title	\$50.00	
05 HOA Due to HSIA Inc	\$405.00	
06 Home Protection Plan to Hillsboro Title		
07 Homeowners Association Due to Hillsboro Title		
08 Mobile Notary Fee to Signing Carolina	\$150.00	
09 Real Estate Commission - Listing to Keller Williams Chesterfield	\$6,000.00	
10 Real Estate Commission - Selling to Coldwell Banker Premier Group	\$5,000.00	
11 Sewer Due to Hillsboro Title		
12 Title - Closing Protection Letter Fee to Hillsboro Title	\$25.00	
13 Water/Trash Due to Hillsboro Title		

CLOSING DISCLOSURE PAGE 2b OF 2

# **Final Closing Disclosure - Attachment**

Borrower: Madalyn Virginia Schweiss

Seller: Dennis Sova

Dorene C. Lebcowitz 25 Hillside Springs Eureka, MO 63025

Settlement Agent: Elite Title Company, LLC

3611 Richardson Square Dr.

Suite 100

Arnold, MO 63010 636-725-2835

Closing Date: November 21, 2024

Disbursement Date: November 21, 2024

Property Location: 25 Hillside Springs

Eureka, MO 63025

Prora	ted Items Proration Date	Amount Prorated		Seller Paid at Closing	Seller Paid Before Closing
Seller	's Transactions-Due to	Seller at Closing			
M.03	11/21/24 HOA(Paid)	\$405.00		\$313.88	
	11/22/24-09/01/25 Buyer pays 279 Days of	360, Seller pays 81 Days of 360			
	, , , , ,		B Prorated Item To	tal: \$313.88	\$0.00
Addit	ional Disbursements fi	rom Broker's Commissions			
Paye		Description	Listing Broker	Selling Broker	Total
	Williams Chesterfield				6,500.00
	er Williams Chesterfield er Williams Chesterfield	Broker Transaction Fee Real Estate Commission - Listing	500.00 6,000.00		
		Commissions Paid to Agents/Brokers	6,500.00	0.00	6,500.00
		Total Commissions	6,500.00	0.00	6,500.00
Confi	irm Receipt			-11	
De	nnis Sova	_	Dorene C. Lebcowitz		
Da	te	Ĭ	Date		

# It notary must complete & return a copy of the clients ID.

### NOTICE!

# A SEPARATE AFFIDAVIT MUST BE COMPLETED FOR EACH SIGNER

TO:		1
(Fo	NOTARY's AFFIDAVIT or Out of Office Notary Acknowledgement)	
STATE OF		1
	enalty of perjury, that I am authorized to ac id State, and that in performing my duties a cable State and Local Laws.	
I notarized the signature of		
_	(enter ONE name only)	
Date of Notarial acknowledg	ement:	
Capacity of signer:In	ndividual	
_	Corporate Officer (Title:	
	Partner (Limited/	_ General)
_	Altomey in Fact	;
-	Trustee	
<u>-</u>	Guardian/Conservator	8
_	Other:	
Identification used:		!
	(s):	
		74
Notary Public's Signature		
Print Name		<b>)</b>
	<del></del>	
Print Address		19 (%)
		(6)
()		
Phone Number		:
•		;
Note: This document is for it	nternal purposes only, not to be recorded.	:

# It notary must complete & return a copy of the clients ID.

# NOTICE!

# A SEPARATE AFFIDAVIT MUST BE COMPLETED FOR EACH SIGNER

то:		! !		
(F	NOTARY's AFFIDAVIT or Out of Office Notary Acknowledgement)	; ;		
STATE OF		:		
and for the above County a	penalty of perjury, that I am authorized to act nd State, and that in performing my duties a icable State and Local Laws.	as a Notary Public, în s a Notary Public I		
I notarized the signature of				
	(enter ONE name only)			
Date of Notarial acknowledge	gement:	1		
Capacity of signer:I	ndividual	d.		
	Corporate Officer (Title:			
	Partner (Limited/	_General)		
	Attorney in Fact	:		
9	Trustee			
	Guardian/Conservator	*		
	Other:	<u> </u>		
Identification used:		¥		
	i(s):			
Notary Public's Signature		i.		
Print Name		4 2		
Print Address				
		,		
		•		
Phone Number				
· · · · · · · · · · · · · · · · · · ·		•		
Note: This document is for	internal purposes only, not to be recorded.			

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgment of all parties.

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REALTORS® and those issued a use license by St. Louis REALTORS®

Form # 2089

10/24

# AMENDMENT TO SALE CONTRACT

SALE CONTRACT DATE: 10/14/2024	
PROPERTY: 25 Hillside Spgs, Eureka, MO 63025	
BY AND BETWEEN: Madalyn Virginia Schweiss and the undersigned Seller(s).	, Buyer(s)
Buyer and Seller agree to amend the Sale Contract only as to those	matters checked below:
✓ New Closing date: 11/07/2024	
New Possession date (check one): Closing or	m (time) of(date)
New Loan Contingency date:	
New Purchase price: \$	
	price, or \$
	years
New Loan type:	
Seller agrees to pay, at Closing, a cost not to exceed \$0  Buyer's closing costs, prepaids, points, Selling Broker's comp	AND 3.0% of purchase price (\$0 if none stated) towards ensation, and other fees allowed by lender.  ker at Closing per the terms of the attached "Broker Compensation"
	his is in addition to any credit from Seller to Buyer at Closing.
New contingency deadline date:	Describe contingency:
Paragraph#, Line# or Rider# is ch	nanged as follows: Check box "to be delivered to"
All documents pertaining to contract to have sale contract da	ate of 10/14/2024
Madalyn Virginia Schweiss dottoop verified 11/03/12/25/8 PM CDT 1/03/1-C9GF-HYGR-RZRY  DATE	SELLER SIGNATURE DATE
Madalyn Virginia Schweiss Buyer Printed Name	Seller Printed Name
BUYER SIGNATURE DATE	SELLER SIGNATURE DATE
Buyer Printed Name	Seller Printed Name

# GENERAL WARRANTY DEED (Individual)

H70264

THIS DEED, made and entered into as of 21st day of November, 2024, by and between GRANTOR(S):

Dorene C. Lebcowitz and Dennis A Sova, a married couple

of the County of Yavapai, State of Arizona, and GRANTEE(S):

Madalyn Virginia Schweiss, a single person

of the County of Jefferson, State of Missouri,

Grantee's mailing address: 25 Hillside Springs, Eureka, MO 63025

WITNESSETH, that the Grantor(s), for and in consideration of the sum of One Dollar and other valuable considerations paid by the Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the Grantees(s), the following described Real Estate situated in the County of Jefferson and State of MO, to-wit:

Lot (8) of Hoene Springs Addition Three, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 8, Page 2.

Subject to restrictions, easements, conditions and zoning regulations of record, if any.

HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s), and to the heirs and assigns of such party or parties forever.

The Grantor(s) hereby covenanting that said party or parties and the heirs, administrators, executors, and assigns of such party or parties, shall and will **WARRANT** and **DEFEND** the title to the premises unto the Grantee(s), and to the heirs and assigns of such party or parties

forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor(s) has or have executed these presents the day

and year first above written.	
Dennis A. Sova	
Dorene C. Lebcowitz	<u>-</u> -
STATE OF	
COUNTY OF) ss.	
On this 21st day of November, 2024, before n	te the undersigned notary personally appeared
Dorene C. Lebcowitz and Dennis A. Sova, hu	sband and wife
to me known to be the person(s) described in a acknowledged that he/she/they executed the sa	and who executed the foregoing instrument, and time as his/her/their free act and deed.
IN TESTIMONY WHEREOF, I have he in the COUNTY and STATE aforesaid, the da	ereunto set my hand and affixed my official seal y and year first above written.
- My term expires:	Notary Public

# AFFIDAVIT FOR LENDER SURVEY COVERAGE

RE:	Search Abstra	No. H70264 ct No.
		IISSOURI ) ) SS.
On thi	s 21st d	ay of November, 2024, before me personally appeared
Dennis	s A. Sov	a and Dorene C. Lebcowitz, Husband and Wife
	Proper	ty Address: 25 Hillside Springs, Eureka, MO 63025
to me	personal	lly known, who being by me duly sworn, on oath did say that:
	1.	The undersigned is/are the owner(s) of record of the estate or interest in the land described in the above-referenced commitment for title insurance.
	2.	There are no encroachments, overlaps, boundary line disputes or any other matters which would be disclosed by a current survey and inspection of the premises and the undersigned is/are not aware of any disputes with the owners of adjoining property or with utility companies or departments concerning such matters.
	3.	The undersigned has not made or caused to be made or allowed to be made any additions or alterations of or to improvements on the land without proper permits or without compliance with current zoning codes.
Compa except	iny, to is ion for t	is given to induce Hillsboro Title Company, as agent for Chicago Title Insurance ssue its Loan Policy(s) of Title Insurance Policy and/or Endorsements without inrecorded survey related matters, and it is intended that Hillsboro Title Company, as ago Title Insurance Company, rely on the representations contained herein.
		Dennis A. Sova
		Dorene C. Lebcowitz
Subscr	ibed and	d sworn before me this 21st day of November, 2024
 Notary	Public	
Му Те	rm Expi	ires:



STATE	OF	, )	***PLEASE ANSWER ALL QUESTIONS, IF ANSWER IS NONE PLEASE ADD NONE OR N/A***
COUN	TY OF ) :	SS.	
On this		befor	re me personally appeared Dennis A. Sova and Dorene C. Lebcowitz, Husband and Wife, best of his/her knowledge that:
(a)	The undersigned is the owner in fee 2024 issued by Hillsboro Title Compony");	simple pany, a	of the land set forth in Commitment No. H70264 and Abstract No. dated September 27, s Agent for Chicago Title Insurance Company (herein collectively known as "Title
(b)	The undersigned has owned said lan undisturbed, and that title to said lan	d conti	nuously for years and that my possession thereof has been peaceable and never been disputed or questioned;
(c)	There are no facts that I am aware or might be asserted adversely to the pr	f where	the title or possession of said land might be disputed or questioned, or where any claim ownership;
(d)	That no one is in possession of said	land un	nder lease, contract, crop rental or other instrument, except:
(e)			ending by or against the undersigned;
(f)	That there is no action or suit now p	ending	in any court, or any other claim which might result in a lien on said land;
(g)	That the undersigned has not been d	ivorced	d except as follows:;
(h)	That no Income Tax Lien, either by	the Fed	deral Government or the State of Missouri, is in effect against the undersigned;
(i)	That the undersigned has received no on said land;	o notic	e from any public authority requiring any improvements, alterations or change to be made
(j)	That there are no proposed sidewalk assessments against said land, including	, street ling, bu	, sewer or other improvements nor any proceedings which could result in special tax bills or it not limited to, Subdivision Trustee Assessments or road maintenance fees, except:
(k)	That there are no outstanding unreco	orded in	astruments that would affect title to said land at this date;
(1)			dition of said land since the contract date, except:
(m)	That there are no outstanding contra-	cts unp	aid or due for improvements on said land. There are no outstanding security agreements or heating, plumbing, electric or other equipment or personal property which may be attached
(n)	There are no outstanding charges for architects, which may result in a lien	servic on sai	es rendered by real estate brokers, title examiners, appraisers, surveyors, engineers or d property;
(o)	There are no outstanding judgments following:	or pen	ding litigation against the titleholder(s) of the real estate except the
(p)	There are no shielded documents aff	ecting	the property:
The unc	lersigned does further depose and say	that to	the best of his/her knowledge:
( ) T.	hat there have been		-or- ( ) That there <i>have not</i> been
	ls furnished and/or labor performed or he last six months immediately prior t		and for the purpose of construction, rehabilitation, excavation or other improvements date;
Compar represer	ny's reliance on said affidavit. The un	dersigi	sue its' policy or policies of title insurance and the undersigned hereby acknowledges Title ned further agrees that if Title Company sustains any loss as a result of its reliance on the pe false, the undersigned agrees to indemnify and hold Title Company harmless for said
Seller's	Forwarding Address:		
2225 SA	ANBORN DR		
Sedona,	AZ 86336		
Dennis	A. Sova		
Dorene	C. Lebcowitz		



Subscribed in my presence and sworn to before me this	day of	, 20
, Notary Public		
My Term Expires:		



#### AFFIDAVIT AND INDEMNITY AGREEMENT (for New Construction)

STATE OF MISSOURI)

COUNTY OF)	
Contractor, to me personally know corporations, including the Gene materials, according to plans and improvements on the real estate I on or before	024, before me personally appeared Dennis A. Sova and Dorene C. Lebcowitz perty, Dennis A. Sova and Dorene C. Lebcowitz, Husband and Wife, Genera n, who, being duly sworn on their oaths, did say that all of the persons, firms, and all Contractor and all sub-contractors, who have furnished services, labor, or specifications, or extra items, used in the construction or repair of buildings and ereinafter described, have been paid in full and that such work was fully completed and accepted by the owners, free and clear of any mechanic's lient filen being hereby expressly waived.
nor is any sult now pending on ber chattel mortgages, conditional sale agreements, or personal property appliances, furnishings, or equipm thereon, and all plumbing, heating, the repair thereof, except those sh	satisfied claims for lien or payment have been made to either of the affiants by, all of any contractor, subcontractor, laborer, or material men, and further that no contracts, security agreements, financing statements, retention of title cases have been given or are now outstanding as to any materials, fixtures, nt placed upon or installed in or upon the aforesaid premises or the improvement lighting, refrigerating, and other equipment is fully paid for, including all bills for wn on the reverse side hereof: (if none, state "none")
insurance Company, (nereinatter upon the real estate set forth in its mechanics' or material men's liens hereby, jointly and severally, agree cost, damage and expense of eve incur or become liable for under it thereof, or new policy at any time indirectly, out of or on account o connection with its enforcement of waivers herein contained shall in Company and any action brought said parties.	by request Hillsboro Title Company, individually and as Agent for Chicago Title collectively called "Title Company") to issue its policy or policies of title insurance Commitment No. H70264, without exception therein as to any possible un filed and in consideration thereof, and as an inducement therefore, said affiants do to indemnify and hold said Title Company harmless of and from any and all loss, which, including attorneys' fees, which said Title Company shall or may suffer or a said policy or policies now to be issued, or any reissue, renewal or extension issued upon said real estate, part thereof or interest therein, ansing, directly or any such mechanics or material men's lien or liens or claim or claims or in its right under this agreement. All representation, agreements of indemnity, and are also to the benefit of any party assured under any policy issued by Title intereon may be instituted in the name of Title Company or said assured or all of
This affidavit is given to induce Title	Company to issue its' title insurance policy or policies.
Dennis A. Sova	
Dorene C. Lebcowitz	
General Contractor(s)	
Dennis A. Sova	
Dorene C. Lebcowitz	
NOTE: All property owners should	ign
For use with corporate landowner a	nd/or corporate contractor:
ofjoi representations of fact made in the t walvers therein contained.	, a Corporation of the State in the execution of this instrument for the purpose of adopting all the pregoing affidavit and hereby joins in all the agreements of indemnity and
	Ву
(Name of Corporation)	President

 Notary Public

My Commission Expires:

Form 6.2

# SAME NAME AFFIDAVIT

STATE OF
COUNTY OF SS.
On this day of, 2024 before me personally appeared
Dennis A. Sova
Address:
to me personally known, who being by me duly sworn on oath, did say that Affiant is the owner of the
following property in the County of Jefferson County and State of Missouri:
See Exhibit A attached hereto and made a part hereof.
Affiant further states that Affiant is one and the same person as:
Dennis Sova
***
X
Dennis A. Sova
Subscribed and sworn to before me the day and year first above written.
Notary Public
My term expires:

# SAME NAME AFFIDAVIT

STATE OF
COUNTY OF) SS.
55.
On this day of 2024 before me personally appeared
Dorene C. Lebeauitz
Address:
Address.
to me personally known, who being by me duly sworn on oath, did say that Affiant is the owner of the
·
following property in the County of Office County and State of Missouri:
See Exhibit A attached hereto and made a part hereof.
Affiant further states that Affiant is one and the same person as:
·
Dorene Lebrowitz Sova Dorene C. Lebrowitz Sova
DOTTINE T. TOLOWINZ SOUR
$\mathbf{X}$
Tocar
Porene C. Lebcowiz
Subscribed and sworn to before me the day and year first above written.
Notary Public
My term expires:



Agent ID: 157434.3.72.25 DENNIS A. SOVA and DORENE C. LEBCOWETZ 25 Hillside Springs Eureka. MO 63025

Transaction (hereafter, "the Real Estate Transaction"):

Re: Closing Protection Letter

File Number: H70264

Buyer(s)/Borrower(s): MADALYN VIRGINIA SCHWEISS Property Address: 25 Hillside Springs, Eureka, MO 63025

[Loan Number]

Dear Madam or Sir:

DATE: 11/19/2024 ISSUING AGENT: Hillsboro Title Company 3510 Jeffco Blvd Ste 100 Arnold, MO 63010-6121

/ inhals

Chicago Title Insurance Company ("Company"), agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

- (A) A Commitment or Policy of the Company is issued in connection with the closing of the Real Estate Transaction;
- (B) You are to be the seller or lessor of an interest in land; and
- (C) The protection offered herein shall not exceed the lesser of \$5,000,000.00 or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent;

and provided the loss arises out of;

Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closing

#### Conditions and Exclusions

- 1. The Company will not be liable to you for loss arising out of:
  - A.Loss or impairment of settlement funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
  - B. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
  - C. Your settlement or release of any claim without the written consent of the Company.
  - D.Any matters created, suffered, assumed or agreed to by you or known to you.
  - E.Loss or impairment of your funds if held by or disbursed to the Issuing Agent, subsequent to the closing of the Real Estate Transaction, if the Issuing Agent acts in the capacity of an IRC Section 1031 qualified intermediary or facilitator.
- 2. The protection offered herein shall not exceed the lesser of \$5,000,000.00 or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent.
- 3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
- 4. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies, and is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
- 5. You must promptly send written notice of a claim under this letter to the Company at its principal office at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.
- 6. The protection herein offered extends only to real property transactions in Missouri.

Any previous insured closing protection letter or similar agreement provided to you is hereby cancelled only with respect to the Real Estate Transaction. CPL80025B(10/2012)

Chicago Title Insurance Company
Bu

Sanior VP, Chief Underwriting Counsel



# SELLERS DIRECTION REGARDING DISBURSEMENT OF FUNDS – SPLIT TRANSACTION

Re: 25 Seller(		File: H70264 63025 C. Lebcowetz a/k/a Dorene Lebcowitz Sova T BE PROVIDED TO VERIFY INSTRUCTIONS AND AUTHORIZATION HEREIN)
("The	Company"), to disburse the pro- formation provided below is inco	affiant") hereby authorize HTCG, LLC dba HILLSBORO TITLE COMPANY ceeds from the sale of the above referenced property. Affiant acknowledges that if preceiving funds and Affiant will incur additional
	Wire Directly to Seller's Title	Company (Seller's Title Company wiring instructions must be provided)
	Wire Directly to Seller (Seller	Completes Wire Instructions)
	Check to Seller (Seller Compl	etes Check Instructions)
Seller comm	further authorizes HTCG, LL ission and Seller's Title Comp	C dba HILLSBORO TITLE COMPANY to deliver listing agent/broker any fees in connection with the above transaction to Elite Title Company
		Wire Instructions (for Direct Seller Wire)
•	We do not guarantee the arriva Name on account must match Any change made to the below Changes to wire instructions a HTCG, LLC dba HILLSBORG HTCG, LLC dba HILLSBORG	
	Wire transfer the funds in Bank Name: Bank Address: Aba Routing #: Name on Account: Address:  Account #: Amount to be Wired:	s
Or		
	See Attached Typed Bank Inst	ructions

# **Check Instructions:**

	Proceeds Checks	Payable To:	
	\$	payable to payable to payable to	
respo	US Mail or Over	night delivery – for Check Only - Honess of delivery:	TCG, LLC dba HILLSBORO TITLE COMPANY is not
	US Mail	UPS Overnight delivery for a \$	25.00 fee. NOTE: UPS cannot deliver to a PO Box
	Delivery Addres	: 	
	Check to be pick	ed up at:	
			COMPANY to release our check to:
Furth provide Bank COM	er, the undersigned ded by the undersigned is return wire fee an PANY and it's Under, the undersigner, the undersigner.	e net sales proceeds as set forth above shall bear the responsibility and liabil ned that causes the wire to be returned shall not be the liability and/or resperwriter(s).	ity for any incorrect wire information approved and/or I in an amount less than the full amount pursuant to the onsibility of HTCG, LLC dba HILLSBORO TITLE
Date:			
Denni	s A. Sova		
Doren	e C. Lebcowetz		
Subsc	ribed and sworn to	before me this of	, 20
Seller Dj	sbursement of Funds — Spl	ŧ	-

Rev. 1012016

# AGREEMENT FOR TAX ADJUSTMENT

It is hereby u	nderstood and agreed between	the Buyer and Seller of the property known as:
25 Hillside S	prings, Eureka, MO 63025	
that taxes for	the current year have been ad	justed as of this date on the basis of:
X  No liability i	Previous year's taxes Current year's taxes A Lot Assessment Only An estimate by and between Buyer and Seller s assumed by agent herein sh	\$0.00 \$1,386.22 \$ .\$ nould 2024 taxes prove to be more or less than that as shown
above.		source 202. Lakes prove to be more or less than that as shown
		OR
The taxes for amount due to	the current year have not beco:	en adjusted as of this date because our inability to estimate the
da find von	Assessed in a larger tract An estimated figure was not	provided for the agent at the time of closing
and shall be o	onsidered	
<u>X</u>	Final Settlement To be re-adjusted between E assessed by the County Trea	Buyer and Seller as soon as the taxes have been surer
	To be adjusted between the assessed by the County Trea	Buyer and Seller as soon as the taxes have been surer
If a re-adjus adjustment.	tment is necessary, Hillsbor	o Title Company will not make or be responsible for this
This Agreeme	ent made and executed this 2	day of November, 2024.
Buyers:		Sellers:
Madalyn Virg	ginia Schweiss	Dennis A. Sova
		Dorene C. LebcowItz

CHICAGO TITLE INSURANCE COMPANY

AGENT: HTCG, LLC DBA HILLSBORO TITLE COMPANY

**TITLE NO. H70264** 

Property Address: 25 HILLSIDE SPRINGS, EUREKA, MO 63025

# INDEMNITY & UNDERTAKING AGREEMENT (GAP)

WHEREAS, Chicago Title Insurance Company ("Issuing Company" or "Company") is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. <u>H70264</u> in favor of ROCKET MORTGAGE LLC, its successors and/or assigns, all hereinafter referred to as the "Title Insurance Policy";

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Commitment certain defects or other matters, hereinafter referred to as the "Exception", more particularly described as follows:

Defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public records or attaching subsequent to the Effective Date of the above-referenced Title Insurance Commitment but prior to recording the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments:

**NOW THEREFORE,** in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

- 1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;
- 2. to provide for the defense, at its own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;

# INDEMNITY & UNDERTAKING

(GAP) (Page 2 of 2)

- 3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before 30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY, and
- 4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

[Remainder of page intentionally left blank; Signature page to follow]

BUYER:		
Madalyn Virginia Schweiss		
SELLER:		
Dennis A. Sova		
Dorene C. Lebcowitz		
IN WITNESS WHEREOF, the parties have executed this agreement this	day of	, 20



# STATEMENT REGARDING NO ASSESSMENTS

The undersigned is a party of closing of the following described property:

Lot (8) of Hoene Springs Addition Three, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 8, Page 2.

# Please check all that apply:

The undersigned states to Hillsboro Title Company that the above-described property is not connected to a public sewer system, and no sewer assessments are levied against said property and that the undersigned has not received any notices with respect to any assessments being due on said property
The undersigned states to Hillsboro Title Company that the above-described property is not connected to a public water system, and no water assessments are levied against said property and that the undersigned has not received any notices with respect to any assessments being due on said property
The undersigned states to Hillsboro Title Company that although the above-described property is in a subdivision and/or on a private road, there are no subdivision trustees or road association, and no assessments are levied against said property and that the undersigned has not received any notices with respect to any assessments being due on said property.
Dennis A. Sova
Dorene C. Lebcowitz



# STATEMENT REGARDING SEWER ASSESSMENTS

The undersigned are a party of closing of the following described property:

Lot (8) of Hoene Springs Addition Three, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 8, Page 2.

The undersigned states to Hillsboro Title Company, that the above described property is not connected to a public sewer system and no sewer assessments are levied against said property and that the undersigned has not received any notices with respect to any assessments being due on said property.

Dennis A. Sova	
Dorene C. Lebcowitz	T-11-19E



# STATEMENT REGARDING TRUSTEE ASSESSMENTS

The undersigned are a party of closing of the following described property:

Lot (8) of Hoene Springs Addition Three, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 8, Page 2.

The undersigned states to Hillsboro Title Company that although the above described property is in a subdivision, there are no subdivision trustees and no assessments are levied against said property and that the undersigned has not received any notices with respect to any assessments being due on said property.

Dennis A. Sova		
Dorene C. Lebcowitz	~~~	_

# CERTIFICATE OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform MADALYN VIRGINIA SCHWEISS (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by DENNIS A. SOVA AND DORENE C. LEBCOWITZ AKA DORENE LEBCOWITZ SOVA (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

SOVA AND DORENE C. LEBCOWITZ AKA DORENE LEBCOWITZ SOVA (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:
1. That the Transferor is the owner of the following described property, to wit:
See Exhibit "A" attached hereto
2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).
3. The Transferor's U.S. taxpayer identification number (Social Security Number) is:  (D) (DORENE)
4. The Transferor's address is:
5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
Dennis A. Sova
Dorene C. Lebcowitz
DATED:

# Exhibit "A"

Lot (8) of Hoene Springs Addition Three, a subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 8, Page 2.



# **CLOSING CERTIFICATION AGREEMENT**

Pro	perty Address:	25 Hillside Springs, Eureka, MO 63025					
Clo	Closing Date: November 7, 2024						
Pur	Purchaser(s): Madalyn Virginia Schweiss						
Sel	Seller(s): Dennis Sova and Dorene Lebcowitz						
		SERVICES					
We	, the undersign	ed herein acknowledge the following as conditions of the above referenced transaction:					
pro	vide title and e	ne "Agreement") sets forth the terms and conditions under which Elite Title Company, LLC will scrow services, consisting primarily of issuing title insurance written on a licensed underwriter ds for disbursement as instructed.					
no one cor a re aris	der or the bene- insurance cove be it issues a mmitments issue epresentation of sing out of this	Ite Title Company, LLC's duties are to issue a policy of title insurance for the benefit of your fit of you, depending on the transaction. If your transaction is a re-finance, you understand that rage is afforded to you. You understand that Elite Title Company, LLC's duties are completed title insurance policy and your claims are limited to that policy. The title reports or title ed are not necessarily a complete or accurate status of title and are not to be relied on by you as the status of title. You agree to not name Elite Title Company, LLC as a defendant in any claim transaction provided Elite Title Company, LLC issues the title policy and disburses funds written instruction on the settlement statement or other written document.					
		NO LIENS/JUDGMENT/BANKRUPTCIES					
		ned, do certify that they DO NOT have any STATE OR FEDERAL TAX LIENS, GENERAL BANKRUPTCIES against them					
		CONFIRMATION OF MARITAL STATUS					
The	e undersigned h	ereby certify under oath that my marital status is as follows:					
	☐ Unmarried (Including single, divorced or widowed)						
×	Married (To ea	ach other or another person)					
	Spouse's Nam	e:					
	□ Not Applicable						

#### FDIC NOTICE

We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in the Elite Title Company, LLC's escrow account for disbursement. We understand that Elite Title Company, LLC assumes no responsibility for, nor will be held same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregated amount of any individual depositor's accounts to exceed \$250,000.00, and that the excess amount is not insured by the FDIC.

We further understand FDIC insurance is not available on certain types of bank instruments, including, but not limited to, repurchase agreements, letters of credit, etc.

#### **PAYOFFS**

I/We, the undersigned, do hereby acknowledge and agree that any payoff information, be it verbal or in writing, is tentative. Accordingly, I/We hereby hold Elite Title Company, LLC harmless with regard to any payoff type shortage. I/We further agree, if after the lender or beneficiary receives said payoff, and if said payoff is insufficient, that I/We will immediately assist Elite Title Company, LLC in expediting the resolution of the shortage and will, upon request from Elite Title Company, LLC bring such shortage funds to Elite Title Company, LLC to pay the lender or beneficiary in order to secure a release of the debt in question. Further, if Elite Title Company, LLC is forced to seek enforcement of this agreement, then the undersigned hereto, will pay Elite Title Company, LLC's reasonable Attorney's fees and/or Court cost.

TERMINATION OF LINE OF CREDIT - If applicable I/we will hereby terminate credit availability as to future advances from any equity credit lines on the above mentioned property, and will destroy all unused drafts received hereinafter by my/our lender on said loan.

CREDITOR CHECKS MADE PAYABLE AT CLOSING - If applicable I/we do hereby understand any checks made payable to creditor(s) at closing on the above referenced property, will be my full responsibility to provide those checks with statements to the creditor(s) as soon as possible to insure proper payment.

I/We hereby hold Elite Title Company, LLC harmless with regard to any payoff shortage, interest, or penalties that may occur. If a shortage is found it is the undersigned full responsibility to make arrangements to pay those creditors in full.

#### **ASSOCIATION DUES**

×	ACTIVE -	The	Home	Association	is	ACTIVE	and	dues	are	not	delinquent,	have	been	paid	thru	the
	month/quai	rter/ye	ear.													

INACTIVE - Although the above property is in a subdivision, there are NO subdivision Trustees AND I	NO
ASSESSMENTS ARE LEVIED AGAINST SAID PROPERTY, and that the undersigned have received N	NO
notice with respect to any assessments being due on said property.	

#### **PROPERTY TAX PRORATIONS**

The undersigned Seller(s) and Purchaser(s) hereby acknowledge that they understand that property in Missouri is periodically reassessed as provided by law. As a result, there may be an increase or decrease in the amount of real estate taxes depending upon the value and rate placed upon the property (the reassessment amount and tax rate). Taxes have been prorated at this closing on the basis of the assessed valuation and tax rate called for in your contract.

Both parties acknowledge that Elite Title Company, LLC has disclosed potential change in the taxes as a result of the reassessment and the parties agree that Elite Title Company, LLC shall not be responsible for any adjustment of the taxes as a result of any change in the reassessment and tax rate.

Furthermore, the purchaser acknowledges that they are responsible for all future tax bills as long as they own the property and this is the only notice that the purchaser will receive from Elite Title Company, LLC.

property and and to any transfer are provided in the contract of the contract

#### SELLER FORWARDING INFORMATION

Forwarding Address: 2225 Sanborn Drive Sedona, AZ 86336

Contact Phone No.: (720)256-0571

#### CITY AND/OR SPECIAL ASSESSMENT TAXES

Buyer/Borrower(s) and/or Seller(s) agree to promptly pay any unpaid balances which may occur due to inadequate information at the time of closing. Furthermore, Seller(s) agree to fully indemnify and hold Elite Title Company, LLC harmless from any liability these potential shortages may cause.

#### DOCUMENT CORRECTION AGREEMENT

AGREEMENT TO CORRECT MISSTATED DOCUMENTATION OR PROVIDE ADDITIONAL DOCUMENTATION AND/OR FEES: In consideration of Elite Title Company, LLC, hereinafter called Settlement Agent, disbursing funds for the closing on the above-mentioned property, and regardless of the reason for any loss, misplacement, or inaccuracy in any closing documentation including specifically, but not limited to, any additional fees owed for taxes and/or any other matter. Seller(s) agree(s) to the following: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms of the closing, upon request of the Settlement Agent, Seller(s) will comply with the Settlement Agent's request to execute, acknowledge, initial and deliver to Settlement Agent any documentation and/or fees Settlement Agent deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). All documents and/or fees Settlement Agent requests of the Seller(s) shall be referred to as "Replacement Documents" and/or "Fees". Seller(s) agree to deliver the Replacement Documents, and/or Fees to Settlement Agent within ten (10) days of receipt by Seller(s) of a written request for such replacement.

REQUEST BY SETTLEMENT AGENT: Any written statement addressed to Seller(s) at the address indicated in the closing documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

SELLER(S) LIABILITY: If Seller(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents and/or Fees or provide the Additional Documents and/or Fees to the Settlement Agent more than ten (10) days after being requested to do so by Settlement Agent, and understanding that Settlement Agent is relying on these representations, Seller(s) agrees to be liable for any and all loss or damage which Settlement Agent reasonably sustains thereby, including, but not limited to, all reasonable attorney's fees and costs incurred by Settlement Agent. This agreement shall survive the closing and shall be binding upon the heirs, devisees, personal representatives, successors and assigns or Seller(s).

Dennis Sova
Dorene Lebcowitz
STATE OF
COUNTY OF
On this day of,, before me appeared Dennis Sova and Dorene Lebcowitz known to be the persons described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.
Notary Public
My term Expires:



WHAT KINDS OF INFORMATION WE COLLECT. Most of Elite Title Company, LLC's business is title insurance, but there are companies with which we are affiliated that provide other insurance services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

HOW WE USE THIS INFORMATION. The company giving or specifically adopting this notice does not share your information with marketers outside its own family or affiliated business. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Dennis Sova	
Dorene Lebcowitz	



## NOTICE OF UNPROTECTED CLOSING OR SETTLEMENT-WAIVER OF CPL

To: Dennis Sova and Dorene Lebcowitz

Because you have requested to have no closing protection letter issued for this transaction, you are hereby waving coverage under a closing protection letter. PLEASE READ THIS WAIVER CAREFULLY.

A closing protection letter protects a buyer, lender or seller against losses because of the following acts of the title insurer's named issuing title agency or agent:

- a. Acts of theft of settlement funds or fraud with regard to settlement funds; and
- b. Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage.

Under section 381.058.3, RSMo., a title insurer has the authority to issue closing protection letters ONLY for transactions in which it is issuing a title insurance policy and its issuing agent or agency is performing closing or settlement services.

### Waiver

This is to certify that the foregoing Disclosure of Closing and Settlement Risk has been explained to me, and that i understand that no title insurer is providing any protection to me for closing and settlement funds received by it, or its policy issuing agency or agent.

Date:	November 5,	, 2024	
Dennis	s Sova		
Doren	e Lebcowitz		

## Certification For No Information Reporting On The Sale Or Exchange Of A Principal Residence

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "yes" response to assurances (1) through (4) in Part II, no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification form each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I.	Seller In	nformation
1.	Name:	Dennis Sova
2.	Addres	ss or legal description (including city, state, and ZIP code) of residence being sold or exchanged.
	Legal I	Description:
	Addres	ss: 25 Hillside Springs, Eureka, MO 63025
3.	Taxpa	yer Identification Number (TIN):
Part II.	Seller /	Assurances
	Check	"yes" or "no" for assurances (1) through (4)
Yes	No	
[ ]	[ ]	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
[]	[ ]	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
[ ]	[ ]	(3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
[]	[ ]	(4) At least one of the following three statements applies:
		The sale or exchange is of the entire residence for \$250,000 or less.
		<u>OR</u>
		I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
		<u>OR</u>

I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

Part III. Seller Certification		
Under penalties of perjury, I certify that all the above in exchange.	ormation is true as of the end of the day of the sale	0
Dennis Sova	Date	

## Certification For No Information Reporting On The Sale Or Exchange Of A Principal Residence

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "yes" response to assurances (1) through (4) in Part II, no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification form each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Ρ	art I.	Se	eller In	formation
1		Ν	lame:	Dorene Lebcowitz
2		Α	ddres	s or legal description (including city, state, and ZIP code) of residence being sold or exchanged.
		L	egal C	Description:
		Α	ddres	s: 25 Hillside Springs, Eureka, MO 63025
4		Т	axpay	er Identification Number (TIN):
Р	art II.	S	eller A	ssurances
		С	heck	"yes" or "no" for assurances (1) through (4)
Y	es	N	0	
[	1	[	1	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
[	1	[	1	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
[	1	[	]	(3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
[	1	[	]	(4) At least one of the following three statements applies:
				The sale or exchange is of the entire residence for \$250,000 or less.
				<u>OR</u>

gain on the sale or exchange of the entire residence is \$250,000 or less.

I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the

<u>OR</u>

I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

Part III. Seller Certification	
Under penalties of perjury, I certify that all the above in exchange.	formation is true as of the end of the day of the sale o
Dorene Lebcowitz	Date

## **SUBSTITUTE FORM 1099-S** PROCEEDS FROM REAL ESTATE TRANSACTIONS FOR THE TAX YEAR: 2024

OMB. No. 1545-0997

#### SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Elite Title Company, LLC 3611 Richardson Square Dr., Suite 100 Arnold, MO 63010

Filer's Federal Tax ID Number:

Order Number: ETC-29956-24

#### SELLER/TRANSFEROR'S NAME AND ADDRESS

Dennis Sova and Dorene Lebcowitz 2225 Sanborn Drive Sedona, AZ 86336

Fransferor's Federal	Tax ID Number:	
i i di i di di di di di di	TOX ID ITOITIDOI:	

, , , , , , , , , , , , , , , , , , , ,		2) Gross Proceeds: 215,000.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 204.08					
	3) Address or Legal Desc	•							
		25	Hillside Springs/Eureka MO 63025						

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE ELITE TITLE COMPANY, LLC WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE ELITE TITLE COMPANY, LLC WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW. UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Dennis Sova	
Dorene Lebcowitz	
	Date

## Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2024 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523.



## Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before	∍ yc	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.										
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)	wner's na	ame (	on lin	e 1, a	and e	enter	the bu	siness	:/dis	regarded
		Dennis Sova										
	2	Business name/disregarded entity name, if different from above.										
Print or type. See Specific Instructions on page 3.	За	Check the appropriate box for federal tax classification of the entity/individual whose name is entered only <b>one</b> of the following seven boxes.  Individual/sole proprietor	Trust	t/esta 	ate ——	Ex Cc	cert see cemp cemp	instruot pay	ntities uction ee coo from F e Act (	not ir s on p de (if a foreigr	ndivid age ny)	
P Specific	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership this box if you have any foreign partners, owners, or beneficiaries. See instructions				]				ounts I Inited		tained es.)
See	5	Address (number, street, and apt. or suite no.). See instructions.  2225 Sanborn Drive	Reques	ter's	name	e and	add	iress (	option	nal)		
	6	City, state, and ZIP code Sedona, AZ 86336										
	7	List account number(s) here (optional)										
Par	t I	Taxpayer Identification Number (TIN)										
Enter	/ou	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Soc	cial s	ecuri	ty n	umbe	er			
backu reside	p w nt a	ithholding. For individuals, this is generally your social security number (SSN). However, f lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a				-		-			
		is your employer identification number (EIN). If you do not have a number, see How to ge	t a	or								
TIN, la			. 9	Em	ploy	er ide	entifi	icatio	n nur	nber		
		te account is in more than one name, see the instructions for line 1. See also What Name to Give the Requester for guidelines on whose number to enter.	and			-						
Parl	Ш	Certification										
Under	pe	nalties of perjury, I certify that:										
2. I an Ser	n no	mber shown on this form is my correct taxpayer identification number (or I am waiting for t subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding; and	I have n	ot b	een	notifi	ied l	by th	e Inte	ernal I fied n	Reve ne ti	enue nat I am
	-	J.S. citizen or other U.S. person (defined below); and										
		TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir	g is con	rect.								
becau:	se y	ion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retrinterest and dividends, you are not required to sign the certification, but you must provide you	ons, item irement :	n 2 de arran	oes r ngem	not a <sub>l</sub> nent (	pply IRA)	. For ), and	mort I, gen	gage erally	inter , pay	est paic ments
Sign Here		Signature of U.S. person	)ate									

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e yo	u begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.									
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)	wner's na	me on I	ine 1, a	and er	nter th	e busi	iness/	disreg	arded
		Dorene Lebcowitz									
	2	Business name/disregarded entity name, if different from above.									
Print or type. Specific Instructions on page 3.		Check the appropriate box for federal tax classification of the entity/individual whose name is entered only <b>one</b> of the following seven boxes.  Individual/sole proprietor	Trust/	ropriate	- E	certa see ii kempt xempt omplia ode (if	t payed tion fro ance of any)	e code om Fo Act (FA	not ind on page (if any preign A ATCA)	ividua ge 3): /) Accour report	nt Tax ting
See	5	Address (number, street, and apt. or suite no.). See instructions. 2225 Sanborn Drive	Requeste	er's nar	ne and	addr	ess (o	ptiona	l)		
	6	City, state, and ZIP code Sedona, AZ 86336									
	7	List account number(s) here (optional)									
Par	t I	Taxpayer Identification Number (TIN)									
Enter	vou	TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Social	secur	ity nu	mber				
backu	p w	ithholding. For individuals, this is generally your social security number (SSN). However, f lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				- [		]-			
	•	is your employer identification number (EIN). If you do not have a number, see How to ge	ta c	or		_					-
TIN, la	iter.		[	Emplo	yer ide	entific	ation	num	oer		
		e account is in more than one name, see the instructions for line 1. See also What Name to Give the Requester for guidelines on whose number to enter.	and		-						
Par	t II	Certification									
Under	per	nalties of perjury, I certify that:									
1. The	nur	mber shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	r to be	issue	d to	me);	and			
Ser	vice	t subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a fallure to report all interest of the subject to backup withholding; and	I have no or divider	ot beer nds, or	n notif (c) th	ied b e IRS	y the 3 has	Inter notifi	nal Re ed me	evenu e that	le I am
	_	J.S. citizen or other U.S. person (defined below); and									
		TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir	g is corre	ect.							
Certifi becau acquis	cati se y itior	ion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retainterest and dividends, you are not required to sign the certification, but you must provide you	ou are cu ons, item irement a	irrently 2 does rrange	not a ment	ipply. (IRA),	For n	nortg: gene	age in rally, <sub>l</sub>	teresi oaym	ents
Sign		Signature of	)ate								

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## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## **SELLER LETTER OF DIRECTION**

STATE OF MISSO	PURI } ss.
COUNTY OF	
File/Order No.:	ETC-29956-24 Date: November 5, 2024
Seller:	Dennis Sova and Dorene Lebcowitz
Property Address:	25 Hillside Springs, Eureka, MO 63025
Settlement Agent:	Elite Title Company, LLC
-	ned Seller(s), do hereby agree and instruct <b>Elite Title Company, LLC</b> to disburse the Seller's e following manner:
☐ OPTION 1:	WIRE TRANSFER PROCEEDS TO MY/OUR BANK ACCOUNT as set forth on the attached, fully executed Wire Authorization.
☐ OPTION 2:	PICK UP CHECK at Elite Title Company, LLC.
☐ OPTION 3:	MAIL CHECK TO SELLER to the address set forth below.
☐ OPTION 4:	OVERNIGHT CHECK (Delivery fee will be deducted from proceeds).
☐ OPTION 5:	WIRE TRANSFER PROCEEDS (including listing agent commission) to as set forth on the attached, initialed Wire Instructions.
My/Our contact info	ormation is as follows:
Phone No.: E-mail Address: Mailing Address:	dennisasova@gmail.com and dcsova@gmail.com 25 Hillside Springs, Eureka, MO 63025

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Seller Letter of Direction ETC-29956-24

I/we hereby authorize and instruct Elite Title Company, LLC to disburse the proceeds in the manner described above.
Dennis Sova
Dorene Lebcowitz
STATE OF
COUNTY OF
On this day of,, before me appeared Dennis Sova and Dorene Lebcowitz known to be the persons described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.
Notary Public
My term Expires:

Seller Letter of Direction ETC-29956-24

#### WIRE TRANSFER AUTHORIZATION FOR OUTGOING WIRES

Specify the wiring instructions for your bank account.

ORDER NO.: ETC-29956-24 The undersigned customer hereby authorizes and directs Elite Title Company, LLC to transfer funds by wire to the Receiving Bank and Account identified below. Customer warrants that the information provided in the Authorization is complete and accurate. WIRE TO (BANK) \_\_\_\_\_\_ ST \_\_\_\_\_ ST \_\_\_\_\_ ABA NO. ACCOUNT NAME \_\_\_\_\_ ACCOUNT NO. TO CREDIT Note: If the wire is to be routed through a domestic US intermediary Bank for credit to your bank (i.e. your bank is not "on line" with the Fed) enter such intermediary Bank information below. INTERMEDIARY BANK \_\_\_\_\_\_ ABA NO. \_\_\_\_\_ INTERMEDIARY BANK ACCOUNT NO. \_\_\_\_\_ Note: If your bank is outside the United States, the wire must be directed to a bank with a correspondent relationship in the United States. Contact your bank to obtain their Correspondent Bank information. CORRESPONDENT BANK \_\_\_\_\_\_ ABA NO. \_\_\_\_\_ CORRESPONDENT BANK ACCOUNT NO. Provided that funds are wire transferred in accordance with these instructions, Elite Title Company, LLC shall not be liable for any act or omission of any financial institution or any other person, nor shall Elite Title Company, LLC have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Fed Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned Customer shall indemnify and hold harmless. Elite Title Company, LLC, its successors or assigns from any loss, liability and cost incurred as a result of any incorrect information supplied. IN NO EVENT SHALL ELITE TITLE COMPANY, LLC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES. REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGE WAS KNOWN OR SHOULD HAVE BEEN KNOWN TO ELITE TITLE COMPANY, LLC AND CUSTOMER WAIVES ANY CLAIMS. Accepted and Agreed: Dennis Sova Dorene Lebcowitz

Seller Letter of Direction ETC-29956-24

Date \_\_\_\_\_

Date \_\_\_\_\_



Dear Valued Customer:

Thank you for giving us the opportunity to serve you. Please take a moment to review the following disclosures:

The undersigned parties acknowledge receipt of the Elite Title Company, LLC Privacy Policy Notice.

All Documents and other papers pertaining to this transaction, including the settlement statement, have been examined by and approved by the undersigned as representing a complete and final compliance with all agreements pertaining to this transaction and Elite Title Company, LLC is hereby authorized to complete the transaction as set out therein. Elite Title Company, LLC shall be under no duty to invest or reinvest any deposits at any time held by it unless written instructions are provided. Elite Title Company, LLC may use any part of such funds without obligation to any party for interest or earnings delivered thereby. The amount of taxes charged or credited according to the settlement statement was arrived by the current assessment rates and assessed valuation. This Company is not responsible for any increase or decrease in taxes caused by a future change in said rates or assessed valuation.

The undersigned hereby certifies they have received a copy of their settlement statement. Said settlement statement is often needed in order to file yearly tax returns. If this company is required to pull a copy of the settlement statement at a future date for said purposes, a fee of \$30.00 will be assessed to the party requesting said copy.

Dennis Sova	
Dorene Lebcowitz	
STATE OF	
COUNTY OF	
On this day of,, before me appeared Dennis Sova and Dorene Leb known to be the persons described in and who executed the foregoing instrument, and acknowledged he/she/they executed the same as his/her/their free act and deed.  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County the day and year first above written.	that
Notary Public	
My term Expires:	

Customer Acknowledgment ETC-29956-24