

Rooftop Realty
3650 S Federal Blvd #178
Englewood, CO 80110
303-881-8844

The printed portions of this form, except **differentiated additions**, have been approved by the Colorado Real Estate Commission. (CL8-10-06) (Mandatory 1-07)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS AND EARNEST MONEY RECEIPT

Date: 9/1/2007

1. **PARTIES, PROPERTY.** Joseph W and Karen M Rittenhouse, Seller, and Buyer, engage **First American Heritage Title Company**, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the following legally described real estate in the County of **Gilpin**, Colorado:

known as No:

402 Stevens St

Central City

CO

80427

Street Address

City

State

Zip

2. **INFORMATION, PREPARATION.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents) that are necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract).

3. **CLOSING FEE.** Closing Company will receive a fee not to exceed **\$350** for providing these closing and settlement services.

4. **GOOD FUNDS.** Closing Company is authorized to receive funds and to disburse when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn (Good Funds).

5. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10 and 11.

6. **DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.

7. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:

Cashier's Check, at Seller's expense Funds Electronically transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check.

8. **FURNISH INFORMATION AND DOCUMENTS.** Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction.

9. **CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the

depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer, shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

11. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Closing Company shall release the Earnest Money as directed by written mutual instructions signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money held by Closing Company (notwithstanding any termination of the Contract), Closing Company shall not be required to take any action. Closing Company, at its option and sole discretion, may: (a) await any proceeding, (b) interplead all parties and deposit Earnest Money and other money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) give written notice to Buyer and Seller that unless Closing Company receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Closing Company's written notice to the parties, Closing Company shall be authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company shall disburse the Earnest Money pursuant to the Order of the Court.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

14. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

15. COUNTERPARTS. This document may be executed by Buyer, Seller and Closing Company, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

16. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

17. COMMON INTEREST COMMUNITY DOCUMENTS. Seller's obligation to provide the CIC Documents is set forth in the Contract. Seller authorizes the Association, if any, to provide the CIC Documents to Buyer. Seller's obligation to furnish the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents.

18. NOTICE, DELIVERY AND CHOICE OF LAW.

a. **Physical Delivery.** Except as provided in § 18b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or Selling Brokerage Firm, any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm, and any notice to Closing Company shall be effective when received by Closing Company.

b. **Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: Facsimile E-mail No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Digitally signed by J. W. Rittenhouse II
Reason: I agree to the terms defined by the
placement of my signature on this
document
Location: Missouri Office
Date: 2007.09.01 09:26:15 -05'00



Seller **Joseph W Rittenhouse**

Buyer

Date:

Date:

Digitally signed by Karen M Rittenhouse
Reason: I agree to the terms defined by the placement of my signature on this
document
Location: Missouri Office
Date: 2007.09.01 09:27:29 -05'00



Seller **Karen M Rittenhouse**

Buyer



Date: _____ Date: _____

Closing Company: First American Heritage Title Company

Date: _____ By: _____ Title _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

Rooftop Realty (Broker) engages Closing Company as Broker's scrivener to complete, for a fee not to exceed **\$5.00** at the sole expense of Broker, the following legal documents:

Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Listing Brokerage Firm's Name: Rooftop Realty

Date: 8/30/07

Mack C. Durbin

Broker **Mack C Durbin**

Closing Company: _____

Date: _____ By: _____ Title _____

EARNEST MONEY RECEIPT

Closing Company, on the date set forth below, acknowledges receipt of the Earnest Money in the amount of \$ _____ in the form of _____

Date: _____ By: _____ Title _____



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Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

402 Stevens St
Street Address

Central City
City

CO
State

80427
Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

(a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

(c) Records and reports available to Seller (check one box below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

(d) Buyer has read the Lead Warning Statement above and understands its contents.

(e) Buyer has received copies of all information, including any records and reports listed by Seller above.

(f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".



Initials JR JMR

- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

- Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
- Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Digitally signed by J. W. Rittenhouse II
 Reason: I agree to the terms defined by the placement of my signature on this document
 Location: Missouri Office
 Date: 2007.09.01 09:31:40 -05'00



Karen M. Rittenhouse
 I agree to the terms defined by the placement of my signature on this document
 Missouri Office
 Date: 2007.09.01 09:30:38



Seller Joseph W Rittenhouse II Date 9/1/2007

Seller Karen M Rittenhouse Date 9/1/2007

Buyer Date
Mack C. Durbin
 Real Estate Licensee (Listing) Mack C Durbin Date 9/1/2007

Buyer Date
 Real Estate Licensee (Selling) Date

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SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: **402 Stevens St Central City, CO 80427**

1. Licensee Measurement

Listing Licensee Has Has Not measured the square footage of the residence according to the following standard, methodology or manner:

	Standard/Methodology/Manner	Date Measured	Square Footage
<input type="checkbox"/>	Exterior measurement		
<input type="checkbox"/>	FHA		
<input type="checkbox"/>	ANSI		
<input type="checkbox"/>	Local standard		
<input type="checkbox"/>	Other		

2. Other Source of Measurement:

Listing Licensee Is Is Not providing information on square footage of the residence from another source(s) as indicated below:

	Source of Square Footage Information	Date	Square Footage
<input type="checkbox"/>	Prior appraisal (Date of document)		
<input type="checkbox"/>	Building plans (Date of document)		
<input checked="" type="checkbox"/>	Assessor's office (Date obtained)	9/1/2007	1194
<input type="checkbox"/>			

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By Mack C. Durbin 8/30/07
Listing Licensee Date
Mack C Durbin

The undersigned acknowledge receipt of this disclosure.

Digitally signed by J. W. Rittenhouse II
Reason: I agree to the terms defined by the placement of my signature on this document.
Seller Location: Missouri Office
Date: 2007.09.01, 09:34:56 -05'00'
Joseph W Rittenhouse II



Karen M. Rittenhouse
I agree to the terms defined by the placement of my signature on this document.
Seller Missouri Office
Date: 2007.09.01, 09:35:46 -05'00'
Karen M Rittenhouse



Buyer	Date	Buyer	Date
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