

**CONFIDENTIAL INFORMATION STATEMENT**

Proper completion of this form will help protect you by enabling the title company to eliminate the problems that might arise through similarity of your name with the name of another person against whom there may be judgments, tax liens, or other matters affecting property ownership.

**COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU**

Name (1st Party)			Name (2nd Party)		
First	Middle	Last	First	Middle	Last
Date of Birth		Birthplace	Date of Birth		Birthplace
I have lived in California since		Social Security No.	I have lived in California since		Social Security No.
Home Phone _____		Business Phone _____	Home Phone _____		Business Phone _____
Driver's license # _____			Driver's license # _____		
Email: _____			Email: _____		

ARE PARTIES 1 and 2 ( ) Married ( ) Domestic Partners Married on \_\_\_\_\_ at \_\_\_\_\_ Maiden Name \_\_\_\_\_

**RESIDENCE(S) DURING PRECEDING 10 YEARS**

NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO

(If more space is needed, use reverse side of form)  
**OCCUPATION (S)**

1st Party PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
PREVIOUS OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
2nd Party PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
PREVIOUS OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS

(If more space is needed, use reverse side of form)  
**FORMER MARRIAGE(S)/PARTNERSHIPS**

no former marriages/Domestic Partnerships, write "none" \_\_\_\_\_

1st Party - Name of former Spouse/Domestic Partner \_\_\_\_\_  
 Deceased \_\_\_\_\_ Divorced/Termination \_\_\_\_\_ When \_\_\_\_\_ Where \_\_\_\_\_

2nd Party - Name of former Spouse/Domestic Partner \_\_\_\_\_  
 Deceased \_\_\_\_\_ Divorced/Termination \_\_\_\_\_ When \_\_\_\_\_ Where \_\_\_\_\_  
 (If more space is needed, use reverse side of form)

THE STREET ADDRESS of the property in this transaction is: \_\_\_\_\_

IMPROVEMENT: ( ) SINGLE RESIDENCE ( ) MULTIPLE RESIDENCE ( ) COMMERCIAL  
 OCCUPIED BY: ( ) OWNER ( ) LESSEE ( ) TENANTS  
 ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION: ( ) YES ( ) NO

HAS ANY CONSTRUCTION OR IMPROVEMENTS BEEN MADE TO THE PROPERTY IN THIS TRANSACTION DURING THE LAST SIX MONTHS?

( ) YES ( ) NO

SIGNATURE	SIGNATURE
DATE	DATE



1276 N. Yale Avenue • Claremont, CA 91711  
Phone (909) 621-7855 • Main Fax (909) 621-7525  
www.CollegeEscrow.net

**TO THE BUYER**

Escrow holder is hereby authorized and instructed to release information pertaining to this transaction, to the following designated companies listed below:

**FIRE INSURANCE COMPANY:**

Name of Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Name of Agent: \_\_\_\_\_

If property is located in an Association, the Buyer is hereby advised to consult with the Master Homeowners Insurance Company, as provided via the Homeowners Association Documents, and/or the Buyer's selected insurance agent, as to the coverages of the subject unit by the Homeowners Association. The undersigned Buyer is advised that the Master Insurance may be a structure only policy, and not an HO-6 policy (walls-in insurance) and not additional coverages.

**LOAN BROKER/LENDER:**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Loan Agent/Officer: \_\_\_\_\_

We also request you kindly furnish the following:

**MAILING ADDRESS AFTER CLOSE OF ESCROW**

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE COMPLETE AND RETURN THIS FORM AS SOON AS POSSIBLE.**

THANK YOU.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

SELLER/TRANSFEROR		ASSESSOR'S PARCEL NUMBER			
BUYER/TRANSFEEE		BUYER'S DAYTIME TELEPHONE NUMBER			
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY					
MAIL PROPERTY TAX INFORMATION TO (NAME)					
ADDRESS		CITY		STATE	ZIPCODE
( ) YES ( ) NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO	DAY	YEAR	

**PART 1. TRANSFER INFORMATION**

*Please complete all statements.*

- |     |      |                                                                                                                                                                                                                 |
|-----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YES | NO   |                                                                                                                                                                                                                 |
| ( ) | ( )  | A. This transfer is solely between spouses ( <i>addition or removal of a spouse, death of a spouse, divorce settlement, etc.</i> ).                                                                             |
| ( ) | ( )  | B. This transfer is solely between domestic partners currently registered with the California Secretary of State ( <i>addition or removal of a partner, death of a partner, termination settlement, etc.</i> ). |
| ( ) | ( )* | C. This is a transfer between: ( ) parent(s) and child(ren) ( ) grandparent(s) and grandchild(ren).                                                                                                             |
| ( ) | ( )* | D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? ( ) YES ( ) NO                                                                            |
| ( ) | ( )* | E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ( ) YES ( ) NO                       |
| ( ) | ( )  | F. This transaction is only a correction of the name(s) of the person(s) holding title to the property ( <i>e.g., a name change upon marriage</i> ). If YES, please explain: _____                              |
| ( ) | ( )  | G. The recorded document creates, terminates, or reconveys a lender's interest in the property.                                                                                                                 |
| ( ) | ( )  | H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest ( <i>e.g., cosigner</i> ). If YES, please explain: _____                  |
| ( ) | ( )  | I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.                                                                                                                 |
| ( ) | ( )  | J. This is a transfer of property:                                                                                                                                                                              |
| ( ) | ( )  | 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of [ ] the transferor, and/or [ ] the transferor's spouse [ ] registered domestic partner.                            |
| ( ) | ( )  | 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.             |
| ( ) | ( )  | 3. to/from an irrevocable trust for the benefit of the [ ] creator/grantor/trustor and/or [ ] grantor's/trustor's registered domestic partner.                                                                  |
| ( ) | ( )  | 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.                                                                                                 |
| ( ) | ( )  | K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.                                                                                               |
| ( ) | ( )  | L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.             |
| ( ) | ( )  | M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.                                                                                           |
| ( ) | ( )* | N. This transfer is to the first purchaser of a new building containing an active solar energy system.                                                                                                          |

If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**





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**DECLARATION OF TRANSFEREE (BUYER)  
THAT BUYER IS ACQUIRING PROPERTY FOR USE AS A RESIDENCE  
AND THAT THE SALE PRICE DOES NOT EXCEED \$300,000.00**

I am the Transferee (Buyer) of the real property known as: \_\_\_\_\_

I am acquiring the real property being transferred to me for use as a residence.

The sale price for the property does not exceed \$300,000.00.

I am making this Declaration for the purpose of establishing an exemption under Internal Revenue Code Section 1445.

This Declaration was signed on \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

\_\_\_\_\_

\_\_\_\_\_

CONSULT YOUR ATTORNEY OR TAX ADVISOR - No representation or recommendation is made or intended as to the legal sufficiency or tax consequences of this document.

**NOTIFICATION TO BUYER AND SELLER REGARDING TAX WITHHOLDING REQUIREMENTS OF CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 AS AMENDED BY AB2065 ON SALE OF REAL PROPERTY:**

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3 percent of the sale price in the case of a disposition of California real property interest by either:

- 1) A seller who is an individual, trust, or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
- 2) A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500.00)

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1) The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
- 2) The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
- 3) The seller, who is an individual, trust, estate or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
  - A. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of section 121 of the Internal Revenue Code).
  - B. The last use of the property being conveyed was use by the transferor as the transferor's principal residence within the meaning of Section 121 of the Internal Revenue Code.
  - C. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
  - D. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
  - E. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Seller or buyer may contact Franchise Tax Board Withholding At Source Unit, P.O. Box 651, Sacramento, CA 95812-0651, (916) 845-6442.

**SELLERS:**

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**VESTING FORM**

TO: College Escrow, Inc.

ESCROW HOLDER IS HEREBY INSTRUCTED BY THE UNDERSIGNED THAT TITLE TO THE PROPERTY IN THIS ESCROW TO BE VESTED AS FOLLOWS:

1. YOUR NAME(S): \_\_\_\_\_  
**You will need a picture identification in this name for your signature to be notarized.**

2. PLEASE INDICATE ONE:

- \_\_\_\_\_ Husband and Wife
- \_\_\_\_\_ Wife and Husband
- \_\_\_\_\_ A Married Man as his sole and separate property \*\*
- \_\_\_\_\_ A Married Woman as her sole and separate property \*\*
- \_\_\_\_\_ A Single Man (never been married)
- \_\_\_\_\_ A Single Woman (never been married)
- \_\_\_\_\_ An Unmarried Man (divorced, final filed)
- \_\_\_\_\_ An Unmarried Woman (divorced, final filed)
- \_\_\_\_\_ A Widower (male)
- \_\_\_\_\_ A Widow (female)
- \_\_\_\_\_ Domestic Partner

3. \*\* IF YOUR STATUS IS SEPARATED OR YOU ARE MARRIED OR A REGISTERED DOMESTIC PARTNER, AND TAKING TITLE ALONE, your vesting will show "as sole and separate property." In this case, we will need the name of your spouse/partner. A Quitclaim Deed will be drawn and sent to you for your spouse's/partner's signature. IN THIS CASE, PLEASE PRINT YOUR SPOUSE'S/PARTNER'S NAME HERE:

\_\_\_\_\_

4. IF TWO (2) OR MORE PEOPLE ARE TAKING TITLE TOGETHER, please check one of the following:

- \_\_\_\_\_ As Joint Tenants
- \_\_\_\_\_ As Community Property (husband and wife or domestic partners only)
- \_\_\_\_\_ As Community Property with Right of Survivorship (husband and wife or domestic partners only)
- \_\_\_\_\_ As Tenants in Common

5. \*\*\*IF TITLE IS HELD AS "TENANTS IN COMMON", or if more than one married or registered domestic partnered couple are taking title as Tenants in Common, please give the percentage of vesting interest of each person/couple to hold title:

\_\_\_\_\_

**NOTE: SHOULD THERE BE ANY QUESTIONS REGARDING YOUR VESTING, CONSULT AN ATTORNEY OR YOUR C.P.A.**

\_\_\_\_\_  
\_\_\_\_\_

# CONCURRENT - CO-OWNERSHIP INTERESTS

	COMMUNITY PROPERTY	JOINT TENANCY	Community Property with Right of Survivorship	TENANCY IN COMMON	TENANCY IN PARTNERSHIP
<b>Parties</b>	Only husband and wife or domestic partners	Two or more persons (may be spouses or domestic partners)	Husband and wife or domestic partners	Two or more persons (may be spouses or domestic partners)	Only partners (any number)
<b>Division</b>	Ownership and managerial interest are equal except control of business is solely with managing spouse/partner	Ownership interest must be equal	Ownership interest is equal	Ownership can be divided into any number of interest equal or unequal	Ownership interest is in relation to interest in partnership
<b>Title</b>	Title is in the "community". Each interest is separate but management is unified	There is only one title to the whole property	Title is in the "community". Each interest is separate	Each co-owner has a separate legal title to his undivided interest	Title is in the "partnership"
<b>Possession</b>	Both co-owners have equal management and control	Equal right of possession	Both co-owners have equal possession	Equal right of possession	Equal right of possession but only for partnership purposes
<b>Conveyance</b>	Personal property (except "necessaries") may be conveyed for valuable consideration without consent of other spouse/partner; real property requires written consent of other spouse/partner, and separate interest cannot be conveyed except upon death.	Conveyance by one co-owner without the others break his joint tenancy	Real property requires written consent of other spouse/partner, and with separate interest cannot be conveyed except upon death	Each co-owner's interest may be conveyed separately by its owner.	Any authorized partner may convey whole partnership property. No partner may sell his interest in the partnership without consent of his copartners
<b>Purchaser's Status</b>	Purchaser can only acquire whole title of community; cannot acquire a part of it	Purchaser will become a tenant in common with the other co-owners in the property		Purchaser will become a tenant in common with the other co-owner in the property	Purchaser can only acquire the whole title
<b>Death</b>	On co-owner's death, 1/2 belongs to survivor in severalty 1/2 goes by will to decedent's devisees or by succession to survivor	On co-owner's death, his interest ends and cannot be deposited of by will. Survivor owns the property by survivorship	On co-owners death the entire tenancy remains to the survivor. This right of survivorship is one of the primary incidents of community property with right of survivorship	On co-owner's death his interest passes by will to his devisees or his heir. No survivorship right	On partner's death, his partnership interest passes to the surviving partner pending liquidation of the partnership. Share of deceased partner then goes to his estate
<b>Successor's Status</b>	If passing by will, tenancy in common between devisee and survivor results	Last survivor owns property in severalty	If passing by Will, tenancy in common between devisee and survivor results	Devisee or heirs become tenants in common	Heirs or devisees have rights in partnership interest but not in the specific property.
<b>Creditor's Rights</b>	Property of community is liable for contracts of either spouse/partner which are made after marriage and prior to or after January 1, 1975. Co-owner's interest can't be sold separately; whole property may be sold on execution to satisfy creditor	Co-owner's interest may be sold on execution sale to satisfy creditor. Joint tenancy is broken, creditor becomes tenant in common	Property of community is liable for contracts of either spouse/partner which are made after marriage and prior to or after January 1, 1975. Co-owner's interest can note be sold separately; whole property may be sold on execution to satisfy creditor	Co-owner's interest may be sold on execution sale to satisfy his creditor. Creditor becomes tenant in common	Partner's interest cannot be seized or sold separately by his personal creditor but his share of profits may be obtained by a personal creditor. Whole property may be sold on execution sale to satisfy partnership creditor
<b>Presumption</b>	Strong presumption that property acquired by husband and wife/domestic partners is community property	Must be expressly stated. Not favored		Favored in doubtful cases except husband and wife/domestic partners case	Arise only be virtue of partnership statute in property placed in partnership

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The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500.00)

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1) The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
- 2) The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
- 3) The seller, who is an individual, trust, estate or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
  - A. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of section 121 of the Internal Revenue Code).
  - B. The last use of the property being conveyed was use by the transferor as the transferor's principal residence within the meaning of Section 121 of the Internal Revenue Code.
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**SELLERS:**

**BUYERS:**

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## PRIVACY ACT NOTICE

College Escrow, Inc. has prepared this Privacy Act Notice to comply with the Gramm-Leach Bliley Act. Public Law 106-102 and to inform you regarding its collections, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. **Categories of Information Escrow Holder Collects.** We collect nonpublic personal information about you from the following sources:
  - A. Information from you in letters and other communications as well as in escrow instructions and on forms including Statements of Identity, data collection regarding the financial status of the property or you and on other forms; and
  - B. Information directly from third parties including real estate sales agents and brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal, state or local tax or governmental authorities or from others who may give us information on forms or by other methods including but not limited to, telephone, e-mail, facsimile transmission.
  
2. **Categories of Parties To Whom Escrow Holder Discloses.** We may disclose nonpublic personal information about you to the following types of third parties:
  - A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.
  - B. Nonfinancial companies such as homeowners associations, attorney, bookkeepers and accountants, federal, state or local tax or governmental authorities, real estate agents and brokers associated with your escrow transaction.
  - C. Service Providers including contractors, structural pest control operators and others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. Otherwise, we do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to your personal and escrow file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your escrow officer.

INITIAL

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INITIAL

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