

**HUD Settlement Statement Signatures**

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement on **December 13, 2019**.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

**Borrower(s)**

\_\_\_\_\_  
Granite Reality LLC, By: Jeffrey W.  
Roberts, Manager

**Seller(s)**

\_\_\_\_\_  
Richard Yospin, Trustee of the Richard  
Yospin Family Trust

Settlement Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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SDNY\_GM\_00012703

EFTA\_00123346

EFTA01268612

## Buyer/Seller

## Settlement Statement

## A. Settlement Statement

B. Type of Loan

1.  FHA 2.  RHS 3.  Conv. Unins 4.  VA 5.  Conv. Ins 6.  Cash 7.  Other

8. File Number 2019-2700

9. Loan Number

10. Mortgage Insurance Case Number

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

D. NAME AND ADDRESS OF BUYER:

Granite Reality LLC  
155 Seaport Blvd, c/o Nutter McLennan & Fish LLP, Boston, MA 02210

E. NAME AND ADDRESS OF SELLER:

Richard Yospin, Trustee of the Richard Yospin Family Trust  
57 Royce Road, Newton, MA 02459

F. NAME AND ADDRESS OF LENDER:

CASH

G. PROPERTY LOCATION:

338 East Washington Road, Bradford NH 03221

H. SETTLEMENT AGENT

Hudkins Law PLLC  
9 Newport Road, New London NH 03257

PLACE OF SETTLEMENT

9 Newport Road, New London NH 03257

I. SETTLEMENT DATE: 12/13/2019

DISBURSEMENT DATE 12/13/2019

J. Summary of Buyer's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due From Buyer

400. Gross Amount Due To Seller

101. Contract Sales Price 1,070,750.00 401. Contract Sales Price 1,070,750.00

102. Personal Property 402. Personal Property

103. Settlement charges to buyer (line 1400) 11,863.55 403.

104. 404.

105. 405.

Adjustments for items paid by seller in advance

Adjustments for items paid by seller in advance

106. City/Town taxes 12/13/2019 to 03/31/2020 6,630.44 406. City/Town taxes 12/13/2019 to 03/31/2020 6,630.44

107. County taxes 407. County taxes

108. 408.

109. Oil Proration - Main House 1,436.35 409. Oil Proration - Main House 1,436.35

110. Oil Proration - Guest Cottage 1,511.95 410. Oil Proration - Guest Cottage 1,511.95

111. Propane Adjustment - Main House 1,637.65 411. Propane Adjustment - Main House 1,637.65

112. Propane Adjustment - Equipment Barn 449.18 412. Propane Adjustment - Equipment Barn 449.18

120. Gross Amount Due From Buyer 1,094,279.12 420. Gross Amount Due To Seller 1,082,415.57

200. Amounts Paid By Or In Behalf Of Buyer

500. Reductions In Amount Due To Seller

201. Deposit or earnest money Four Seasons Sothebys International Real Estate 100,000.00 501. Excess deposit (see instructions)

202. Principal amount of new loan(s) 502. Settlement charges to seller (line 1400) 58,368.50

203. Existing loan(s) taken subject to 503. Existing loan(s) taken subject to

204. 504. Bradford Tax Collector - Taxes Due 12/17 11,375.00

205. 505. Law Office of Margaret A. Jacobs 350.00

206. 506.

207. 507.

208. 508.

209. 509.

Adjustments for items unpaid by seller

Adjustments for items unpaid by seller

210. City/Town taxes 510. City/Town taxes

211. County taxes 511. County taxes

212. Assessments 512. Assessments

213. 513.

214. 514.

215. 515.

216. 516.

217. 517.

218. 518.

219. 519.

220. Total Paid By/For Buyer 100,000.00 520. Total Reduction Amount Due Seller 70,093.50

300. Cash At Settlement From/To Buyer

600. Cash At Settlement From/To Seller

301. Gross Amount due from buyer (line 120) 1,094,279.12 601. Gross Amount due to Seller (line 420) 1,082,415.57

302. Less amounts paid by/for buyer (line 220) 100,000.00 602. Less reductions in amount due seller (line 520) 70,093.50

303. CASH From Buyer 994,279.12 603. CASH To SELLER 1,012,322.07

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on December 13, 2019.

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<b>L. SETTLEMENT CHARGES</b>					
<b>700. Total Real Estate Broker Fees</b>					
Division of commission (line 700) as follows:				Paid From	Paid From
				Buyer's	Seller's
				Funds at	Funds at
				Settlement	Settlement
701.	\$50,287.50	to	Four Seasons Sothebys International Real Estate		
702.	\$ .00	to	Four Seasons Sothebys International Real Estate		
703.	Commission paid at settlement				50,287.50
704.					
705.					
706.					
<b>800. Items Payable In connection with Loan</b>					
801.	Loan Origination Fee	to	CASH		
802.	Loan Discount	to	CASH		
803.					
804.					
805.					
806.					
<b>900. Items Required By Lender To Be Paid In Advance</b>					
901.	Interest from	From	12/13/2019 To 01/01/2020		
902.	Mortgage insurance premium				
903.	Hazard Insurance premium				
904.					
905.					
<b>1000. Reserves Deposited With Lender</b>					
1001.	Hazard Insurance				
1002.	Mortgage Insurance				
1003.	City property taxes				
1004.	County property taxes months at per month				
1005.	Annual assessments				
1006.					
1007.					
1008.	Aggregate Adjustments				
<b>1100. Title Charges</b>					
1101.					
1102.					
1103.					
1104.					
1105.					
1106.					
1107.	Attorney's fees	to	Hudkins Law PLLC	1,250.00	
1108.	Title Insurance	to	Stewart Title Guaranty Company	2,537.00	
1109.	Lender's coverage @ \$ .00				
1110.	Owner's coverage \$1,070,750.00 @ \$ 2,537.00				
1111.					
1112.					
1113.					
<b>1200. Government Recording and Transfer Charges</b>					
1201.	Recording fees:	Deed \$45.55	Mortgage Releases	45.55	
1202.	City/county tax/stamps	Deed	Mortgage		
1203.	State tax/stamps:	Deed \$16,062.00	Mortgage	8,031.00	8,031.00
1204.					
1205.					
<b>1300. Additional Settlement Charges</b>					
1301.		to			
1302.					
1303.	Courier/Wire/Fedex Fee	to	Hudkins Law PLLC		50.00
1304.					
1305.					
<b>1400. TOTAL SETTLEMENT CHARGES</b>				<b>11,863.55</b>	<b>58,368.50</b>

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on December 13, 2019.

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SURVEY COVERAGE AFFIDAVIT  
STEWART TITLE GUARANTY COMPANY

I/We Richard Yospin, Trustee of the Richard Yospin Family Trust being first duly sworn, depose and say as follows:

1. That I/We are the true and lawful owners in the fee of the premises situated in the City/Town of Bradford County of Merrimack State of New Hampshire Known as: 338 East Washington Road, Bradford, NH 03221.
2. I/we have owned the property now being sold or mortgaged by me/us continuously for \_\_\_\_\_ years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely against me/us.
3. That within the last one hundred and twenty (120) days, no person or business entity has furnished any labor, services or materials in connection with the construction or repair of any buildings or improvements on the Property except (if none, state "none"): \_\_\_\_\_
4. That there are no present tenants, lessees or other parties in possession of the Property except (if none, state "none"). \_\_\_\_\_
5. That during the time of ownership of the premises above described, I/we have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the Property.
6. That I/we have not allowed, nor do I/we have knowledge of, any encroachments onto the Property by any adjoining land owners nor have I/we created, allowed or maintained any encroachments upon any property of adjoining land owners.
7. That I/we have not allowed, nor do I/we have knowledge of, any easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the Property by any other persons or entities.
8. That I/we have no knowledge of any old highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through the Property.
9. That I/we have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the current Municipal Lien Certificate and/or as reflected in the Closing Settlement Statement.
10. That I/we have not created and have no knowledge of any violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting said premises.
11. That I/we make this Affidavit for the purpose of inducing a purchase or lease of said premises, and/or for the purpose of inducing the granting of a mortgage on said premises, and for the purpose of inducing STEWART TITLE GUARANTY COMPANY, in reliance upon this Affidavit, to issue a policy or policies of title insurance covering the Property and I/we hold harmless and indemnify Stewart Title Guaranty Company from loss or damage incurred due to any misrepresentation made in this affidavit.

Executed on December 13, 2019.

\_\_\_\_\_  
Richard Yospin, Trustee of the Richard Yospin Family Trust

State of New Hampshire

Merrimack, ss.

On December 13, 2019, before me, the undersigned notary public, personally appeared the above-named and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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**REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION REAL ESTATE SELLER (GRANTOR)**

**STEP 1 - SELLER** Grantor / Assignor / Transferor (use new mailing address)

Entity Type - (Check One)

- Individual  Joint  Partnership  Corporation  Trust  LLC

- Original Return  
 Amended Return

Seller 1 - Last Name / Entity

Richard Yospin Family Trust

First Name

FEIN / SSN

Seller 2 - Last Name / Entity

First Name

FEIN / SSN

Street No.

Street Name

Apt / Unit

Phone Number

City

State

Zip Code + 4 (or Canadian Postal Code)

**STEP 2 - PURCHASER** Grantee / Assignee / Transferee (use new mailing address)

Last Name / Entity

Granite Reality LLC

First Name

Last Name / Entity

First Name

**STEP 3 - REAL ESTATE**

Municipality

Bradford

County

Merrimack

Street No.

Street Name

Apt / Unit

Multi Town Sale?

If Yes, list municipalities:

- Yes  No

**STEP 4 - DEED**

Transfer Date

12132019

Recording Date

Book No.

Page No.

Deed Type  
(Check One)

- Warranty  Quitclaim  Mortgage  Sheriff's  Tax  Foreclosure  
 Commissioner's  Fiduciary  Probate  In Lieu of Foreclosure

Granite Reality LLC

155

Seaport Blvd

Bradford

12132019



REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION REAL ESTATE SELLER (GRANTOR)

STEP 5 - TAX AMOUNT

a) Full price or consideration for the real estate	1070750.00
b) Divide Line 5(a) by \$100	10707.50
c) Tax rate per \$100 at time of transfer	0.75
d) Subtotal of Seller's tax (Minimum of \$20 for all considerations \$4,000 or less, per RSA 78-B:1)	8031
e) Total tax paid to County on behalf of Seller and Purchaser	16062

Are you claiming tax exemption under RSA 78-B:2?  Yes  No **DO NOT** file form CD-57-S for transfers specifically exempted from taxation under RSA 78-B:2, except transfers exempted by RSA 78-B:2, IX. **Form CD-57-S must be filed for non-contractual transfers although exempted under RSA 78-b:2, IX.**

STEP 6 - TAXPAYER'S SIGNATURE & INFORMATION (Seller's Signature is Required)

Under penalties of perjury, I declare that I have examined this return and to the best of my belief it is true, correct and complete.

Seller 1 Signature

MMDDYYYY



Seller 1 Printed Name

Richard Yospin, Trustee of the Richard Yospin Family Trust

Seller 2 Signature

MMDDYYYY



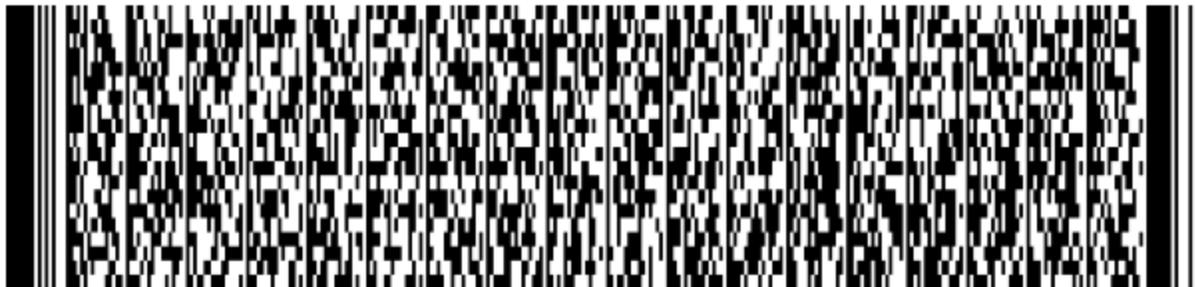
Seller 2 Printed Name

Witness Signature

MMDDYYYY



Witness Printed Name





REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION REAL ESTATE SELLER (GRANTOR)

STEP 7 - PREPARER'S SIGNATURE & INFORMATION (If prepared by someone other than the Seller)

**Power of Attorney (POA):** By checking this box and signing Step 6, you authorize the preparer listed on this return to act on your behalf for this return only, including entering the book and page numbers and filing this return electronically.

Under penalties of perjury, I declare that I have examined this return and to the best of my belief it is true, correct and complete. (If prepared by a person other than the taxpayer, this declaration is based on all information of which the preparer has knowledge.)

Preparer's Signature (if other than taxpayer)

MMDDYYYY

[Redacted Signature]

12/13/2019

Preparer's Printed Name (required if POA box is checked)

Rebecca Russo

Entity

Hudkins Law PLLC

Last Name

Russo

First Name

Rebecca

Street No.

[Redacted]

Street Name

N [Redacted]

Apt / Unit

PO Box  
[Redacted]

Phone Number

[Redacted]

City

[Redacted]

State

[Redacted]

Zip Code + 4 (or Canadian Postal Code)

[Redacted]



Granite Reality LLC

155

Seaport Blvd

Bradford

12132019

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# HUDKINS LAW PLLC

## Attorneys

- Jacqueline M. Hudkins
  - Benjamin E. Percy
  - Laura M. Tomasello
  - Emily C. Goering
  - Richard G. Anderson\*
  - Martha L. Prizio
  - Reema T. Maroun
  - Dennis P. Vachon\*
  - Candice M. O'Neil\*
  - Greg Racki\*
- Admitted to Practice in NH & MA  
 ■ Admitted to Practice in VT & MA  
 ■ Admitted to Practice in MA & RI  
 ■ Admitted to Practice in NH  
 ■ Admitted to Practice in MA  
 \* Of counsel

## Property Tax Disclaimer and Re-Proration Agreement

In order to complete the HUD Settlement Statement, it was necessary for Hudkins Law PLLC to obtain information concerning real estate property taxes and other municipal charges such as water, sewer, municipal assessments or betterments, insurance, electric, gas, oil or condominium fees as applicable ("Third Party Information"). Although every effort was made to obtain accurate information, we the undersigned Buyer and Seller hereby agree to hold Hudkins Law PLLC harmless for the accuracy of any and all Third Party Information obtained by Hudkins Law PLLC or provided to Hudkins Law PLLC.

We, Buyer and Seller acknowledge that Hudkins Law PLLC obtains Third Party Information through oral dialogue with various municipal employees and that in many cases, a written statement for Third Party Information is not available.

We, Buyer and Seller further acknowledge that it is common for a municipal tax collector to provide "estimated" property tax amounts due. Even if an actual tax bill is available, it could be an estimate of the tax payment that will ultimately be due for the current tax year and actual tax bills could contain errors or may not include penalties that could be attributed to the parcel being conveyed from the Seller to the Buyer. Current Use penalties may not be assessed until after the date of closing and may or may not be attributable to the Seller.

After the date of closing, in the event that such Third Party Information proves to be inaccurate or outdated, or if tax or other obligations or penalties are assessed after the closing date that may be attributable to the Seller, it shall be the responsibility of the Buyer and Seller to cooperatively re-adjust or re-prorate any amounts due or credited. If it is determined that the Buyer, Seller or Hudkins Law PLLC has made a disbursement or payment that should have been attributed to another party (a "Responsible Party"), the Responsible Party shall pay restitution to the party that made the payment on behalf of the Responsible Party.

Notwithstanding the provisions herein, the Buyer and Seller further represent and agree to the following:

1. The payments, pro-rations and adjustments which have been computed and set forth on the Settlement Statement represent the good faith effort of the parties to allocate all items adjusted accordingly.
2. Any prorated item which has been incorrectly adjusted in the computation of the pro-rations, upon delivery of such omission or error, shall be promptly readjusted.
3. The undersigned parties agree to hold the Lender, (if applicable), the title insurance company and Hudkins Law PLLC harmless therefrom.
4. The Seller agrees to be responsible for any outstanding water or sewer liens and charges as of the date of closing, and any subsequent final readings.
5. In the event that there are any outstanding real estate taxes, water or sewer liens and charges as of the date of closing, seller agrees to pay them forthwith upon receipt of a bill from the municipality.
6. We, the undersigned Buyer and Seller, agree to indemnify and hold harmless Hudkins Law PLLC, the Buyer's Lender (if applicable), for any adjustments or pro-rations which were made between the Buyer and Seller. Buyer and Seller agree that neither Hudkins Law PLLC or a Lender (if applicable), takes responsibility for these adjustments as they were negotiated.
7. The provisions herein shall survive the delivery of the deed and the closing.

The Buyer and Seller have read and hereby acknowledge the understanding memorialized in this Property Tax Disclaimer and Re-Proration Agreement and agree to its terms.

\_\_\_\_\_  
Buyer/Borrower                      Date

\_\_\_\_\_  
Seller    Date

\_\_\_\_\_  
Buyer/Borrower                      Date

\_\_\_\_\_  
Seller    Date

**CONFIDENTIAL**



HUDKINS LAW PLLC

Attorneys

- Jacqueline M. Hudkins
Benjamin E. Percy
Laura M. Tomasello
Emily C. Goering
Richard G. Anderson
Martha L. Prizio
Reema T. Maroun
Dennis P. Vachon
Candice M. O'Neil
Greg Racki

- Admitted to Practice in NH & MA
Admitted to Practice in VT & MA
Admitted to Practice in MA & RI
Admitted to Practice in NH
Admitted to Practice in MA
Of counsel

Compliance Agreement and Privacy Policy

Compliance Agreement

We, the undersigned Buyer and Seller hereby agree to sign, execute and/or resign and re-execute any and all closing documents to correct errors, or to make changes due to mistake or misinformation.

We, the undersigned Buyer and Seller hereby agree to indemnify and hold Hudkins Law PLLC harmless for any mistake or misinformation, whether obtained by Hudkins Law PLLC or provided to Hudkins PLLC from third parties, used to calculate, pro-rate or otherwise charge, any and all items appearing on the HUD Settlement Statement, including but not limited to the following: property taxes, hazard or homeowner insurance, water, sewer or other municipal charges, fuel pro-rations, electricity pro-rations, or condominium association dues pro-rations.

Privacy Policy

Hudkins Law PLLC collects nonpublic personal information about you from the following sources:

- 1. Information we receive from you, such as your name, address, telephone number and social security number.
2. Information about your transaction from any of the following parties as they apply to your transaction: your lender, Realtor, attorney, spouse, CPA or tax professional, home inspector or various public records.

Hudkins Law PLLC does not disclose any nonpublic personal information about our clients, or buyers or sellers of real estate, except as permitted or required by law or except as authorized by you.

Hudkins Law PLLC maintains physical, electronic and procedural safeguards that comply with relevant federal and state regulations regarding privacy.

We, the undersigned have received and have reviewed Hudkins Law PLLC's Privacy Policy and Compliance Agreement.

Buyer/Borrower Date

Seller Date

Buyer/Borrower Date

Seller Date

**Substitute FORM 1099-S**  
**Proceeds From Real Estate Transactions**  
**For The Tax Year 2019**  
 OMB No. 1545-0997

**FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number**  
 Hudkins Law PLLC  
 9 Newport Road  
 New London, NH 03257  
 Telephone: (603) 526-2660 Fax: (603) 434-7226

**FILER'S federal identification number** 37-1528702  
**Account or escrow number (see instructions)** 2019-2700

**TRANSFEROR'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code**  
 Richard Yospin Family Trust

**TRANSFEROR'S identification number(s)**

<b>1</b> Date of closing December 13, 2019	<b>2</b> Gross Proceeds \$1,070,750.00	
<b>3</b> Address or legal description (including city, state, and ZIP code) 338 East Washington Road, Bradford, NH 03221		For Privacy Act and Paperwork Reduction Act Notice, see the <b>2017 General Instructions for Certain Information Returns.</b>
<b>4</b> Check here if the transferor received or will receive property or services as part of the consideration >>>> <input type="checkbox"/>	<b>5</b> Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) >>>> <input type="checkbox"/>	<b>6</b> Buyer's part of real estate tax 6,630.44

*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 Hudkins Law PLLC with your correct federal tax identification number. If you do not provide Hudkins Law PLLC with your correct federal tax identification number, you may be subject to civil or criminal penalties imposed by law.*

*Under the penalty of perjury, I/we certify that the number(s) shown above on this statement is/are my/our correct federal tax identification number(s). I/we acknowledge receipt of a copy of this statement.*

Richard Yospin Family Trust

DATE

Sign and return a copy of this form immediately to Hudkins Law PLLC.

**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 IRS 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 instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** of 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.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount. This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS. Account number. May show an account or other unique number the filer assigned to distinguish your account.

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**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 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 the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

## Instructions for Filer

To complete Form 1099-S, use:

- the 2017 General Instructions for Certain Information Returns, and
- the 2017 Instructions for Form 1099-S.

To order these instructions and additional forms, go to [www.irs.gov/form1099s](http://www.irs.gov/form1099s).

**Caution:** Because paper forms are scanned during proceeding, you cannot file Forms 1096, 1097, 1098, 1099, 3921, 3922, or 5498 that you print from the IRS website.

**Due dates:** Furnish Substitute 1099-S to the transferor by February 16, 2018. File an official Form 1099-S with the IRS by February 28, 2018. If you file electronically, the due date is April 2, 2018. To file electronically, you must have software that generates a file according to the specification in Pub. 1220. The IRS does not provide a fill-in form option.

**Foreign transferors.** Sales or exchanges involving foreign transferors are reportable on Form 1099-S. For information on the transferee's responsibility to withhold income tax when a U.S. real property interest is acquired from a foreign person, see Pub. 515.

**Need help?** If you have questions about reporting on Form 1099-S, call the information reporting customer service site toll free at 1-866-455-7438 or 304-263-8700 (not toll free). Person with a hearing or speech disability with access to TTY/TDD equipment can call 304-579-4827 (not toll free).

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EFTA01268623

**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 "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), 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 from 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 Information**

1. Name: **Richard Yospin Family Trust**
2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchanged:  
**338 East Washington Road, Bradford, NH 03221**
3. Taxpayer Identification Number (TIN):

**Part II. Seller Assurances**

Check "true" or "false" for assurances (1) through (5), and "true", "false", or "not applicable" for assurance (6).

True False

- (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.
- (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes 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.  
**OR**  
I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.  
**OR**  
I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (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 principal residence.
- (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.

True False N/A

- (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

**Part III. Seller Certification**

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

## No Mortgage Affidavit

Property Address: 338 East Washington Road, Bradford, NH 03221

I/We, the undersigned, are the current owner(s) of the referenced property do certify and swear that all mortgages on this property have been paid, are discharged and there are no outstanding mortgages on the property being refinanced/sold by us.

The Undersigned do so certify, swear and warrant.

Date: December 13, 2019

\_\_\_\_\_  
Richard Yospin, Trustee of the Richard Yospin Family Trust

State of New Hampshire

County of Merrimack, ss.

December 13, 2019

Personally appeared the above named, Richard Yospin, Trustee of the Richard Yospin Family Trust, acknowledged the foregoing instrument to be his free act and deed, before me

\_\_\_\_\_  
Notary Public – \_\_\_\_\_

**CONFIDENTIAL**

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