File No. 160133

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 160133	7. Loan Number	8. Mortgage Ins 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 & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Santa Fe Board of County Commissioners, **P.O. Box 276** **102 Grant Ave.** **Santa Fe, NM 87504-0276**	**Robert N. Hilgendorf and Ling Tong** **Bob Richardson**	

G. Property Location	H. Settlement Agent Name
Lot 7, Santa Fe River Project **1299 Camino Carlos Rael** **Santa Fe, NM**	**Southwestern Title and Escrow, Inc.** **236 Montezuma Avenue** **Santa Fe, NM 87501 Tax ID: 85-0422540** **Underwritten By: Old Republic**
Lot 7, Section 28, T17N, R9E, N.M.P.M, Santa Fe River PL 2538/72	Place of Settlement **Southwestern Title and Escrow, Inc.** **236 Montezuma Avenue** **Santa Fe, NM 87501** I. Settlement Date **3/3/2016** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$43,000.00**	401. Contract Sales Price	**$43,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$1,069.09**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. County property taxes		406. County property taxes	
107. HOA Dues		407. HOA Dues	
108. Sewer/ Refuse City of Santa Fe		408. Sewer/ Refuse City of Santa Fe	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$44,069.09**	**420. Gross Amount Due to Seller**	**$43,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. 2nd Mortgage		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208.		508. Payoff of First Mortgage Loan	
209.		509. Payoff of Second Mortgage Loan	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. County property taxes		510. County property taxes	
211. HOA Dues		511. HOA Dues	
212. Sewer/ Refuse City of Santa Fe		512. Sewer/ Refuse City of Santa Fe	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$0.00**	**520. Total Reduction Amount Due Seller**	**$0.00**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$44,069.09**	601. Gross Amount due to seller (line 420)	**$43,000.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$0.00**
303. Cash From Borrower	**$44,069.09**	**603. Cash To Seller**	**$43,000.00**

Santa Fe County
Approval for Payment
Pay Per Invoice. Certification Is Made that Services/Materials have been Received and Meet specifications.
Buyer: [signature]
Date: 2.22.16
Requester: [signature]
Date: 2-22-16
If Not Acceptable - Document Reason

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$43,000.00**	**@ % = $0.00**		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
704. Gross Receipt Tax	to			
705. Gross Receipt Tax	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Origination Fee	to			
808. Flood Certification	to			
809. Flood Determination	to			
810. Tax Service Fee	to			
811. Admin Fee	to			
812. Doc Prep Fee	to			
813. Processing Fee	to			
814. Broker Premium	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from **3/3/2016** to **4/1/2016** @ $0/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. Sewer/ Refuse City of Santa Fe	months @	per month		
1004. County property taxes	months @	per month		
1005. HOA Dues	months @	per month		
1006.	months @	per month		
1007.	months @	per month		
1008.	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to **Southwestern Title and Escrow, Inc.**		**$350.00**	
1102. Gross Receipt Tax	to **Southwestern Title and Escrow, Inc.**		**$29.09**	
1103. Abstract or Title search	to			
1104. Base Title Search Fee	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:		)		
1108. Title insurance	to **Southwestern Title and Escrow, Inc.**		**$465.00**	
(includes above items numbers:		)		
1109. Lender's coverage	**$0.00/$0.00** .			
1110. Owner's coverage	**$43,000.00/$660.00**			
1111. Commitment/Binder	to **Southwestern Title and Escrow, Inc.**		**$100.00**	
1112. Mech Lien- Own Pol- filing exp	to **Southwestern Title and Escrow, Inc.**		**$25.00**	
1113. Survey Coverage Endorsement	to **Southwestern Title and Escrow, Inc.**		**$70.00**	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed ; Mortgage ; Rel	to Southwestern Title and Escrow, Inc.		
1202. E-Recording Fee	Deed ; Mortgage	to Southwestern Title and Escrow, Inc.		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Recording of Easement Agreement	to **Southwestern Title and Escrow, Inc.**		**$30.00**	
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Courier & Packaging Servicing Fees	to			
1304. Property Taxes	to			
1305. Sewer & Refuse	to			
1306. Homeowners Association Dues	to			
1307. Document Printing & Processing Fees	to			
1318. Payoff of First Mortgage Loan	to			**$0.00**

1319. Payoff of Second Mortgage Loan to		$0.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	**$1,069.09**	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Santa Fe County Board of County
Commissioners, a political subdivision
of the State of New Mexico

Katherine Miller
Santa Fe County Manager

Robert N. Hilgendorf

Ling Tong

Bob Richardson

SETTLEMENT AGENT CERTIFICATION

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

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT
FILE NO. **160133**

WE, THE UNDERSIGNED, HEREBY APPROVE THIS STATEMENT IN ITS ENTIRETY, AND RECOGNIZE THAT THIS CLOSING WILL BE COMPLETE WHEN (1) THE DEPOSITED FUNDS ARE IN CASH AND (2) THE TITLE POLICY IS ISSUED TO THE INSURED.

SOUTHWESTERN TITLE AND ESCROW, INC. SHALL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO WITHHOLDING OF FUNDS PURSUANT TO SECTION 1445 OF THE INTERNAL REVENUE CODE OF 1954 AS AMENDED ADVISING THE PARTIES AS TO THE REQUIREMENTS OF SUCH SECTION, DETERMINING WHETHER THE TRANSFEROR IS A FOREIGN PERSON UNDER SUCH SECTION, OR OBTAINING A NONFOREIGN AFFIDAVIT OR OTHER EXEMPTION FROM WITHHOLDING UNDER THE ACT.

TAX PRORATIONS FOR THE CURRENT YEAR IS ESTIMATED. NO LIABILITY IS ASSUMED BY Southwestern Title and Escrow, Inc. FOR ANY INCREASE OR DECREASE IN TAXES BY CHANGED VALUATIONS OR RATES.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower(s):

Santa Fe County Board of County Commissioners, a political subdivision of the State of New Mexico

Katherine Miller

Katherine Miller
Santa Fe County Manager

Seller(s):

Robert N. Hilgendorf

Ling Tong

Bob Richardson

Borrower(s) Mailing Address:
P.O. Box 276
102 Grant Ave.
Santa Fe, NM 87504-0276

Seller(s) Mailing Address:
,

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE OR IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

SOUTHWESTERN TITLE AND ESCROW, INC.

Kay Jones **Date**

AFFIDAVIT AS TO LIENS File NO. 160133

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the purchaser of the following described property, to-wit:

All that Part of a Portion of Lot 7, Section 28, T17N, R9E, NMPM as described by Quitclaim Deed recorded in Book 2538 at page 72 and depicted on Boundary survey & Grant of Easement prepared for Santa Fe County Open Space & Trails Division Santa Fe River Trail Project showing portions of Lot 7 and 8, Section 28, T17N, R9E, NMPM, City and County of Santa Fe, New Mexico by Dawson Surveys Inc. Bearing Job Number 8629BDY and Dated March 31, 2014 (unrecorded), which portion may be more particularly described as follows:

Beginning at the northeast corner of Said Easement on the North Boundary of that Portion of Lot 7 mentioned above, which lies S 09°09'26"W 1519.83 feet from the Brass Cap marking the 3/12 mile corner of Santa Fe Grant,

Thence S56°04'25"W. 228.38 feet;
Thence S63°22'03"W. 152.99 feet;
Thence S13°55'09"E. 310.86 feet;
Thence N89°56'37"W. 26.43 feet;
Thence N14°50'38"W. 291.64 feet;
Thence S66°53'15"W. 128.37 feet;
Thence S14°37'18" E. 5.46 feet;
Thence S66°47'05"W. 65.23 feet;
Thence S60°13'05"W. 140.40 feet;
Thence S55°28'31"W.171.79 feet;
Thence S62°27'30"W. 71.04 feet;
Thence N89°56'37"W. 193.58 feet;
Thence N10°43'19"E. 98.57 feet;
Thence N68°37'39"E. 510.31 feet;
Thence N68°03'44" E. 219.45 feet;
Thence N16°55'29"W. 13.00 feet;
Thence N67°17'32"E. 4.63 feet;
Thence N49°47'41"E. 192.83 feet;
Thence S88°10'29"E. 204.45 feet;

More or less to the point of beginning, containing 2.80 Acres, more or less. Less and Excepting:

All that Portion of a Tract of Land described within Warranty Deed recorded in Book 2349 at page 381, as shown on unrecorded plat of survey for Al and Alice East prepared by Robert L. Benavides, NMLS 5824, April 1984 and Bearing File Number B-109, said parcel lying within a portion of Lot 7, Section 28, Township 17 North, Range 9 East, NMPM, City and County of Santa Fe, New Mexico which portion may be more particularly described as follows:

Beginning at the Northeast Corner of the Parcel Herein Described, a Point on the Eastern Boundary of the Aforesaid Parent Tract, which lies S17°46'10"E. 625.42 feet from a 5/8" rebar with Tag L. S. 13604,
Thence S17°46'10"E. 9.66 feet;
Thence S49°19'43"W.198.62 feet;
Thence N16°55'29"W. 12.99 feet;
Thence N67°17'32"E. 4.63 feet;
Thence N49°47'41" E. 192.75 feet;
more or less to the point and place of beginning, containing 0.044 Ac.(1924 sq. ft.) more or less.

NOTE: The reference to acreage is for tract identification purposes only and is not to be construed as a part of any coverage afforded herein.

2. Affiant is buying the above described property and has requested that **Southwestern Title and Escrow, Inc.**, agent for **Old Republic National Title Insurance Company**, to issue a title insurance policy relating to this transaction.

3. In connection with the issuance of such policy, Affiant makes the following statement of fact and warrants all of such facts to be true and correct:

   a. Affiant owes no past due Federal or State taxes of any nature, there are no delinquent Federal or State tax assessments presently existing against Affiant, and no Federal or State Liens for taxes have been filed against Affiant.
   b. There are no unpaid accounts, billings invoices or obligations of any nature owing to any mechanics, materialmen, architects, surveyors, contractors, suppliers, laborers or other parties entitled to file liens relating to any construction, improvements or repairs on the above described property which would allow any claims of lien to be filed against the improvements, repairs, or the property upon which same are situated including, without limitation, unpaid debts for electric or plumbing fixtures, water heaters, furnaces, air conditioners, antennae, carpeting, rugs, lawn sprinkling systems, window shades or coverings, fences, paving or any personal property or fixtures located on the property, and no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise, except:

Secured Party	**Approximate Amount**
_____	_____
_____	_____

   c. Affiant hereby further states that there are no mechanic's or materialmen's liens relating to the property.
   d. There are no judgment liens in existence or filed against Affiant.
   e. ~~There are no lawsuits, claims, or proceedings of any nature pending against Affiant in any Federal or State Court, including bankruptcy courts~~.
   f. Affiant knows of no adverse claim to the property and that so far as Affiant knows there are no encroachments or boundary conflicts relating to the property.
   g. No loans of any kind on such property except the following as shown on the Commitment to insure and provided to the Buyer for review:

Creditor	**Approximate Amount**
_____	_____
_____	_____

4. Affiant acknowledges **Southwestern Title and Escrow, Inc.** would not issue a title policy on said property without the representations and statements of fact provided by Affiant in this Affidavit and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand on this _____ day of _____, 2016.

Santa Fe County Board of County Commissioners, a political subdivision of the State of New Mexico

Katherine Miller

Katherine Miller
Santa Fe County Manager

STATE OF NEW MEXICO)
)SS.
COUNTY OF SANTA FE)

OFFICIAL SEAL
ACKNOWLEDGMENT
Amira Baca
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/1/17

This instrument was acknowledged before me on this 26 day of February 2016, by **Katherine Miller, Santa Fe County Manager.**

Amira Baca

Notary Public

NOTICE TO PROPOSED INSURED

Name of Purchasers: **Board of County Commissioners.**
Commitment No.: **160133** Commitment issue date:
Short Description of Property:**Lot 7, Section 28, T17N, R9E, N.M.P.M Santa Fe River Project PL 2538/72**
Name \ Telephone Number of Agency/Insurer ("Company"):**Southwestern Title and Escrow, Inc. 505-820-1800**

READ THIS NOTICE TO FAMILIARIZE YOURSELF WITH ADDITIONAL COVERAGES AVAILABLE.

The New Mexico Insurance Department requires that this Notice be given in connection with all commitments/binders issued for title insurance owner's policies on one to four residential family properties.

THIS NOTICE SHOULD BE RETURNED TO THE COMPANY AT THE EARLIEST POSSIBLE TIME. IT MUST BE SIGNED NOT LATER THAN CLOSING. FAILURE TO ACT IMMEDIATELY COULD DELAY CLOSING SINCE NO TITLE POLICY CAN BE ISSUED UNTIL THIS DOCUMENT IS SIGNED AND RETURNED TO THE COMPANY.

Standard title insurance policies do not cover certain risks. These risks include the standard exceptions shown on your commitment/binder schedule "B", which will also be part of your policy. Standard Exceptions 1, 2, 3, and 4 (like all the exceptions) limit the coverage under your title policy. However, some of this coverage can be reinstated as described below:

Standard Exception 1 (Parties in Possession) excludes coverage for certain claims of tenants, squatters or other persons who may claim possession of the property. Standard Exception 1 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but there may be a charge for inspection of the property.

Do you want this coverage? Yes ✓ No ____

Standard Exception 2 (Unrecorded Easements) excludes coverage for easements not shown in the public records. Standard Exception 2 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but a survey meeting the insurer's requirements is required and there may be a charge for an inspection.

Do you want this coverage? Yes ✓ No ____

Standard Exception 3 (Survey Protection) excludes coverage for encroachments, overlaps, conflict in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. If your survey turns out to have inaccurately represented items such as boundaries, easements, location of improvements, etc., the standard policy won't cover any harm you suffer as a result of such inaccuracies. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. The charge for this coverage is 15% of the Owner's Policy premium, and you must provide a survey meeting the insurer's requirements for insurability.

Do you want this coverage? Yes ✓ No ____

Standard Exception 4 (Lien Coverage) excludes coverage for certain liens (i.e. claims filed for payment for services and materials provided in connection with the property) not filed in the public records on the policy date. Standard Exception 4 may be deleted and the coverage reinstated if you satisfy certain requirements. The charge for this coverage is $25 if the statutory time limit for filing a lien has expired. If the time limit has not expired, the charge is $3.00 for each $1,000 of insurance. In either case, you will have to provide information which the company requires, and the Buyer or Seller will be responsible for any cost of providing such information.

Do you want this coverage? Yes ✓ No ____

PLEASE ACKNOWLEDGE YOU HAVE BEEN MADE AWARE THAT YOU MAY INCREASE YOUR TITLE POLICY AMOUNT IF YOU ADD IMPROVEMENTS, OR IF THE VALUE OF YOUR PROPERTY INCREASES OVER TIME, BY

REQUESTING AN INCREASE IN COVERAGE AND PAYING THE APPLICABLE PREMIUMS. THIS WILL NOT CHANGE THE TERMS OF THE POLICY OTHER THAN THE AMOUNT.

_____ **initial here**

Upon the Company's receipt of this signed Notice, it may require that certain information and documents be produced. For example, a survey, inspection, lien waivers, affidavits, financial statements, etc, may be requested. The information requested will vary depending upon what additional coverage you have requested, the insurer's guidelines for issuing such coverage and the particular transaction involved. Providing this information and examining it may extend the length of time needed to close and to prepare your title policy. **TO AVOID DELAYS YOU ARE REQUESTED TO FILL OUT, SIGN AND RETURN THIS NOTICE TO THE COMPANY AS SOON AS POSSIBLE, ESPECIALLY IF YOU WANT ANY OF THE ADDITIONAL COVERAGES.**

If you need further information concerning cost or requirements for obtaining the coverages only, you should call the Company at the telephone number given at the beginning of this Notice. **IF YOU DO NOT UNDERSTAND THE ADDITIONAL COVERAGES, OR WANT TO KNOW IF YOU NEED THESE COVERAGES, YOU ARE ENCOURAGED TO SEEK AN ATTORNEY'S ADVICE. THE CLOSING OFFICER AND THE COMPANY'S PERSONNEL ARE NOT REQUIRED AND MAY NOT BE QUALIFIED TO ANSWER SUCH QUESTIONS.**

Santa Fe County Board of County Commissioners, a political subdivision of the State of New Mexico

_____

Katherine Miller
Santa Fe County Manager

ALTA PRIVACY FORM
MAY 7, 2001

Old Republic National Title Insurance Company and/or Southwestern Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Old Republic National Title Insurance Company** and **Southwestern Title and Escrow, Inc.**.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from our affiliates or others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order 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.

Initial KML _____ **- Katherine Miller**

Southwestern Title and Escrow, Inc.
236 Montezuma Avenue
Santa Fe, NM 87501

Date: March 3, 2016

File No.: 160133

Property Address: 1299 Camino Carlos Rael, Santa Fe

ERRORS AND OMISSION /COMPLIANCE AGREEMENT

Southwestern Title and Escrow, Inc., acting as closing agent for the above referenced transaction is relying on information provided from third parties. In consideration of Southwestern Title and Escrow, Inc., closing the above referenced transaction, sellers, purchasers and/or borrowers if requested by Southwestern Title and Escrow, Inc., agree to fully cooperate to adjust for any errors and/or omissions relating to such third party information. This includes but is not limited to any adjustments for loan payoffs, creditor payments, property taxes or water bill pro-rations, insurance premiums, repair bills or any undisclosed monies to be collected. The undersigned agree to provide Southwestern Title and Escrow, Inc. with any additional funds within five (5) business days.

The undersigned parties agree that subsequent to closing, if Southwestern Title and Escrow, Inc. discovers clerical or typographical errors in any of the closing documentation, correction of those documents will be necessary.

The undersigned agree to re-execute or initial any correction documents in a timely manner and understand that time is of the essence and any delay in those corrections will delay recording of the documents and/or funding.

Santa Fe County Board of County
Commissioners, a political subdivision
of the State of New Mexico

Katherine Miller
Santa Fe County Manager

ACKNOWLEDGEMENT

This instrument was acknowledged before me on February, 26, 2016, by Katherine Miller, Santa Fe County Manager.

OFFICIAL SEAL
Ambra Baca
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8/1/17

Ambra Baca
Notary Public