

Closing Disclosure

Closing Information

Date Issued 6/22/2022
Closing Date 7/15/2022
Disbursement Date 7/15/2022
Settlement Agent Stackpole & French, PLC
File #
Property 258 Thomas Ln
Stowe, VT 05672
Sale Price \$940,000.00

Transaction Information

Borrower Gordon Bass and Jennifer Bass
1003 Cape Cod Road, 10D
Stowe, VT 05672
Seller Marc Ohler and Susan Ohler
64 Robert Best Road
Sudbury, MA 01776

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing	\$940,163.01
01 Sale Price of Property	\$940,000.00
02 Sale Price of Any Personal Property Included in Sale	

Adjustments for Items Paid by Seller in Advance

03 City/Town Taxes to	
04 County Taxes to	
05 Assessments to	
06 HOA Annual Dues Proration 07/15/2022 to 12/31/2022 (\$350.00)	\$163.01

Due from Seller at Closing

01 Excess Deposit	\$398,430.46
02 Closing Costs Paid at Closing (J)	\$45.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan to MERS/Academy	\$325,774.88
05 Chris Nordle - Legal Fees	\$1,650.00
06 Pall Spera - Commission	\$23,500.00
07 Coldwell Banker - Commission	\$23,500.00
08 Seller Credit	
09 VT Non-Resident Withholding	\$23,500.00
10 Payoff Processing/Wire Transfer Fees to Stackpole & French, PLC	\$100.00

Adjustments for Items Unpaid by Seller

11 City/Town Taxes 7/1/22 to 7/14/22	\$360.58
12 County Taxes to	
13 Assessments to	

CALCULATION

Total Due to Seller at Closing	\$940,163.01
Total Due from Seller at Closing	\$398,430.46
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$541,732.55

Contact Information

REAL ESTATE BROKER (B)

Name	
Address	
ST License ID	
Contact	
Contact ST License ID	
Email	
Phone	

REAL ESTATE BROKER (S)

Name	
Address	
ST License ID	
Contact	
Contact ST License ID	
Email	
Phone	

SETTLEMENT AGENT

Name	Stackpole & French, PLC
Address	P.O. Box 819, 255 Maple Street Stowe, VT 05672-0819
ST License ID	
Contact	
Contact ST License ID	
Email	
Phone	802-253-7339

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

Closing Cost Details

[illegible]

Other Costs

E.	Taxes and Other Government Fees		
01	Recording Fees Deed Mortgage		
02	Transfer Taxes to State of VT		
03	Recording Fees - POAs to Town of Stowe	\$30.00	
04	Seller Recording Fee (ROFR Waiver) to Town of Stowe	\$15.00	
F.	Prepaids		
01	Homeowner's Insurance (mo.)		
02	Mortgage Insurance (mo.)		
03	Prepaid Interest (per day from to)		
04	Property Taxes (mo.)		
G.	Initial Escrow Payment at Closing		
01	Homeowner's Insurance for month for mo.		
02	Mortgage Insurance (per month for mo.)		
03	Property Taxes (per month for mo.)		
04	Aggregate Adjustment		
H.	Other		
J.	TOTAL CLOSING COSTS	\$45.00	\$0.00

Confirm Receipt

By signing, you are only confirming that you have received this form.

Seller: Marc Ohler by [Signature] 7/15/22
Marc Ohler Date 7/15/2022

Seller: Susan Ohler by [Signature] 7/15/22
Susan Ohler Date 7/15/2022



VERMONT DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE SAFETY
Office of the State Fire Marshal, State Fire Academy and State Haz-Mat Team
firesafety.vermont.gov



CERTIFICATION OF COMPLIANCE

With the Requirements of the Law for Smoke and Carbon Monoxide (Detectors) Alarms in Single Family Owner-Occupied Dwellings

This form shall be used for all new dwellings and dwellings that are sold or transferred after January 1, 2009
to comply with the requirements in 9 VSA § 2882 & §2883.

All previous forms should be discarded

Date: <u>7/15/2022</u> Date of Closing: <u>7/15/2022</u> <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Sale or Transfer	For Technical Assistance Regarding Smoke and Carbon Monoxide (Detectors) Alarms visit <u>firesafety.vermont.gov</u> or contact the Division of Fire Safety
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Name of Building/Site:	
Physical Location:	<u>258 Thomas Lane</u>
(9-1-1 Address)	Street Name and Number, <u>STONE, VT 05672</u>
	City/town, State, Zip Code
Name of Seller:	<u>Mark Ohler + Susan Ohler</u>
Name of Buyer:	<u>Gordon Bass + Jennifer Bass</u>

SMOKE ALARMS	CARBON MONOXIDE ALARMS	OPERATIONAL
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Photoelectric-only type Smoke (Detectors) Alarms are installed in accordance with the manufacturer's instructions and are installed in the vicinity of any bedrooms and on each level of the dwelling. Date of Installation or Manufacture Date _____	One or more Carbon Monoxide (Detectors) Alarms are installed in accordance with the manufacturer's instructions and are installed in the vicinity of any bedrooms in the dwelling. Date of Installation or Manufacture Date _____	All Smoke and Carbon Monoxide (Detectors) Alarms have been tested in accordance with the manufacturer's instructions and are in good working order.

CERTIFICATION FROM THE SELLER			
I / We, <u>Mark + Susan Ohler</u> the seller(s) of the above described dwelling certify under oath that the above described dwelling is provided with properly operating Smoke and Carbon Monoxide (Detectors) Alarms installed in accordance with the manufacturer's instructions and as required in state law. 9 VSA § 2882 & § 2883			
Signature of Seller or legal representative	<u>7/15/22</u> Date	Signature of Seller or legal representative	<u>7/15/22</u> Date

ACKNOWLEDGEMENT OF RECEIPT OF THE CERTIFICATION			
We have received a copy of this certification and agree to notify the seller by certified mail within ten days of the date of conveyance of the property that the dwelling lacks Smoke or Carbon Monoxide (Detector) Alarms or that the (Detectors) Alarms are not operable.			
Signature of Buyer or legal representative	<u>7/15/22</u> Date	Signature of Buyer or legal representative	<u>7/15/22</u> Date

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, **Marc Ohler** and **Susan Ohler**, residing in Stowe, Vermont (Grantors), in consideration of Ten and more Dollars paid to our satisfaction by **Gordon Bass** and **Jennifer Bass**, residing in Stowe, Vermont (Grantees), by these presents, do hereby **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, **Gordon Bass** and **Jennifer Bass**, as tenants by the entirety, and their heirs and assigns forever, a certain piece of land (the Property) located in the Town of Stowe, County of Lamoille, and State of Vermont, described as follows, viz:

It being all and the same land and premises acquired by Marc Ohler and Susan Ohler by the following instruments recorded in the Stowe Land Records: (1) Warranty Deed of Robert R. Neilson, Sr. and Robert R. Neilson, Jr., Co-trustees of the Robert F. Neilson Family Trust dated March 11, 1994 and the Amendment and Restatement of Robert R. Neilson Family Trust dated February 4, 2004 and the Amendment of the Robert R. Neilson Family Trust, dated October 2, 2010, and Robert R. Neilson, Sr. and Robert R. Neilson, Jr., Co-trustees of the Hazel F. Neilson Family Trust dated March 11, 1994 and the Amendment and Restatement of Hazel F. Neilson Family Trust, dated February 4, 2004 and the amendment of the Hazel F. Neilson Family Trust, dated October 2, 2010, which deed is dated November 4, 2016 and recorded in Book 959 Page 143; and (2) Warranty Deed of Richard James and Clea James dated July 11, 2017 and recorded at Book 987 Page 231.

EXCLUDED from this conveyance is all and the same land and premises conveyed to Richard James and Clea James by Warranty Deed of Marc Ohler and Susan Ohler dated July 29, 2017 and recorded in Book 987 Page 224 of the Stowe Land Records.

The land and premises conveyed hereby are depicted as "LOT 4 MARC OHLER SUSAN OHLER" on a survey entitled "Lot Line Adjustment Survey Between Marc & Susan Ohler – Lot 4 and Richard & Clea James – Lot 5, 258 & 272 Thomas Lane, Stowe, Vermont" dated December 2016 and prepared by Grenier Engineering, P.C., and recorded at Map Book 22 Page 51 (Map Slide 1214C) of the Stowe Land Records (the "Survey").

The Property is conveyed subject to the following rights reserved or granted by Ampersand Properties, LLC:

1. To convey any easements which are necessary for the construction and maintenance of any utility lines, drainage structures, water lines, sewer lines or proposed walkways which may lie outside of the Thomas Lane limits on the southerly portion of the Property;
2. To enter upon, install, construct, reconstruct, inspect, repair, maintain and improve any and all utility lines, drainage structures, water lines, sewer lines and/or

proposed walkways; and to excavate, backfill, grade, smooth and resurface areas of said land affected thereby, in a good and workmanlike manner; and

3. Easement for underground service lines, telephone lines, and cable lines granted to Kenneth J. Forbes and Connie L. Forbes by Easement Deed dated May 6, 2002 and recorded in Book 465 Page 177 of the Stowe Land Records.

The Property is subject to the terms and conditions of the following, as they may affect Lot 4 and other Lots located in the Thomas Lane Residential Development:

1. Public Offering Statement of Thomas Lane Residential Development, Phase III, dated August 25, 2004:

2. First Amended and Restated Declaration of Thomas Lane Residential Development Phases I-IV dated July 20, 2014 and recorded in Book 890, Pages 1-107 of the Town of Stowe Land Records; and

3. All permits, approvals and title matters referenced in the Master Declaration of Centre Village, dated June 15, 2001, and recorded in Book 431, Pages 173-182 of the Town of Stowe Land records, as amended by the First Amendment to the Master Declaration of Centre Village dated December 19, 2002, recorded in Book 494, Pages 171-176, and further amended by the Second Amendment to the Master Declaration of Centre Village dated August 25, 2004, recorded in Book 580, Pages 96-101, and as further amended by the Third Amendment dated May 9, 2006, recorded in Book 635, Page 130, and as it may be amended from time to time.

Being commonly known and designated as having an E-911 address of 258 Thomas Lane, Stowe, Vermont, 05672.

This conveyance is made subject to and with the benefit of easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided, however, that this paragraph shall not reinstate any such interests extinguished heretofore by provisions of the Vermont Marketable Record Title Act as set forth in Title 12 Vermont Statutes Annotated §§601-606 and any amendments thereto. For further particulars of description of the Property, reference is hereby made to the deeds and survey plans recited hereinbefore and the descriptions and references contained therein.

TO HAVE AND TO HOLD said granted Property, with all the privileges and appurtenances thereof, to the said Grantees, **Gordon Bass and Jennifer Bass**, as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever.

And we the said Grantors, **Marc Ohler and Susan Ohler**, for ourselves and our heirs and assigns, do covenant with the said Grantees, **Gordon Bass and Jennifer Bass**, and their heirs and assigns, that until the ensealing of these presents we are the sole owners of the Property, that we have good right and title to convey the same in the manner aforesaid, and that the Property is **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid.

And we the said Grantors, **Marc Ohler and Susan Ohler**, hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

Dated at Stowe, Vermont on this 14 day of July 2022.

Marc Ohler by [Signature]
Marc Ohler Attorney In Fact

Susan Ohler by [Signature]
Susan Ohler Attorney In Fact

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

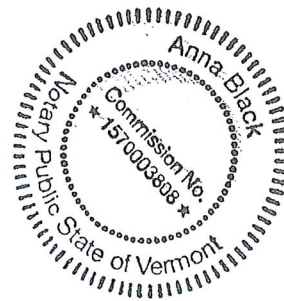
This record was acknowledged before me on July 14, 2022 by Christopher J. Nordle, Esq., attorney in fact for Marc Ohler and Susan Ohler.

Before me [Signature]

Notary Public

My commission expires: 1/31/2023

(stamp)



BILL OF SALE

IN CONSIDERATION of the sum of One Dollar and Other Good and Valuable Consideration, paid to my full satisfaction, we, Marc Ohler and Susan Ohler, do hereby sell, assign, transfer and convey unto Gordon Bass and Jennifer Bass, of Stowe, Vermont, as tenants by the entirety, all of my right, title, and interest in and to the following described personal property:

The personal property and fixtures located in or about the property located at 258 Thomas Lane, Stowe, Vermont, as of the date this instrument is executed.

The above-described personal property is conveyed in AS IS condition and without warranty, except that the undersigned warrants that she is the sole owner of the herein conveyed property and that it is free from encumbrances and liens.

IN WITNESS WHEREOF, I have hereunto set my hand on this 14 day of July 2022.

Marc Ohler by Christopher J. Nordle, Esq.

Marc Ohler, by Christopher J. Nordle, Esq.
Attorney In Fact

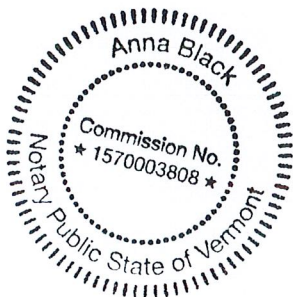
Susan Ohler by Christopher J. Nordle, Esq.

Susan Ohler, by Christopher J. Nordle, Esq.
Attorney In Fact

STATE OF VERMONT
WASHINGTON COUNTY

This record was acknowledged before me on July 14th, 2022 by Christopher J. Nordle, Esq., attorney in fact for Marc Ohler and Susan Ohler.


Notary Public/Affix Seal or Stamp



POWER OF ATTORNEY ("POA")
FOR REAL ESTATE TRANSACTIONS ONLY

Principal: Marc Ohler
Agent: Christopher J. Nordle, Esq.
Property Address: 258 Thomas Lane, Stowe, Vermont (the "Property")
Book/Page: 959/143 and 987/231
Term: Ninety (90) days duration from the date of execution.

In connection with the Property, I appoint the Agent to act in my name and place, to the fullest extent which I could act if I were personally present for the transaction described below.

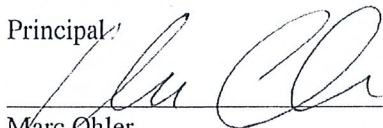
Delegation: I appoint the Agent to act for me in connection with the sale of the Property, doing any and all actions that I might do if personally present to effectuate the transaction.

Durable: This POA shall not be affected by my subsequent disability or incapacity.

Delegation: The Agent may delegate the powers granted to the Agent by this POA by a delegation in writing which makes reference to this POA and which otherwise complies with applicable law.

In witness whereof, I execute this instrument this 13 day of July, 2022.

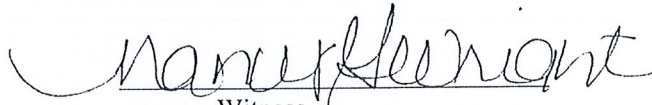
Principal:



Marc Ohler

Affirmation by Witness

I, NANCY G. WRIGHT [insert printed name of witness] witnessed the signature of the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that they were aware of the nature of this POA and signed it freely and voluntarily.



Witness

At NEWTON [city/town], MA [state], this record was acknowledged before me by the Principal named above on July 13, 2022.

Before me:



Notary Public

[stamp/seal]



POWER OF ATTORNEY ("POA")
FOR REAL ESTATE TRANSACTIONS ONLY

Principal: Susan Ohler
Agent: Christopher J. Nordle, Esq.
Property Address: 258 Thomas Lane, Stowe, Vermont (the "Property")
Book/Page: 959/143 and 987/231
Term: Ninety (90) days duration from the date of execution.

In connection with the Property, I appoint the Agent to act in my name and place, to the fullest extent which I could act if I were personally present for the transaction described below.

Delegation: I appoint the Agent to act for me in connection with the sale of the Property, doing any and all actions that I might do if personally present to effectuate the transaction.

Durable: This POA shall not be affected by my subsequent disability or incapacity.

Delegation: The Agent may delegate the powers granted to the Agent by this POA by a delegation in writing which makes reference to this POA and which otherwise complies with applicable law.

In witness whereof, I execute this instrument this 13 day of July, 2022.

Principal

Susan Ohler
Susan Ohler

Affirmation by Witness

I, NANCY G. WRIGHT [insert printed name of witness] witnessed the signature of the Principal, and I affirm that the Principal appeared to me to be of sound mind, was not under duress, and the Principal affirmed to me that they were aware of the nature of this POA and signed it freely and voluntarily.

Nancy G. Wright
Witness

At NEWTON [city/town], MA [state], this record was acknowledged before me by the Principal named above on July 13, 2022.

Before me: Nancy G. Wright
Notary Public

[stamp/seal]

