

Vang, Mai (CI-StPaul)

From: Ong, Beelian <Beelian.Ong@AndersenCorp.com>
Sent: Thursday, July 07, 2016 9:41 AM
To: *CI-StPaul_LegislativeHearings
Cc: Randy Chapplear; ong.beelian@ymail.com
Subject: 321 Jenks Ave - RLH TA 16-243
Attachments: SMN100P02216070709280.tif; Legislation Details (With Text).pdf

Good morning Marcia,

Thank you so much for your time and assistance yesterday in explaining the situation to us; as well as providing us with more directions to rectify this situation. Attached is a scanned copy of our final HUD-1 as well as document to show the purchase / closing of 321 Jenks Ave on 8/26/16. Please let us know what else we need to do to appeal against the tax assessment.

You can reach either Randy at 612-707-8502 / rvchapp@gmail.com or myself at 612-325-3670 / ong.beelian@ymail.com if you have further questions. Thank you and we look forward to hearing from you,

Beelian



8/26/2014 4:21:09 PM

OMB Approval No. 2502-0265



A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins. ☐ Other

6. File Number:
73936

7. Loan Number:

8. 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 "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

Randy Chappellear
Beelian Ong

E. Name & Address of Seller:

FDC MN2, LLC, 12425 Hummingbird St NW, Coon Rapids, MN 55448

F. Name & Address of Lender:

Cash

G. Property Location:

321 Jenks Avenue St. Paul, Minnesota 55130

30.29.22.14.0047

E 8.5 Ft Of Lot 30 & Ex E 21.5 Ft; Lot 32 & All Of Lot 31, Brookvale 2nd Addition, Ramsey County, Minnesota

H. Settlement Agent:

Gibraltair Title Agency, LLC, 4700 West 77th Street, Suite 100, Edina, MN 55435, (952) 830-1904

Place of Settlement:

4700 West 77th Street, Suite 100, Edina, MN 55435

I. Settlement Date:

8/26/2014

Proration Date:

8/26/2014

Disbursement Date:

8/26/2014

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	\$157,000.00	401. Contract sales price	\$157,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,464.25	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		406. City/town taxes	
107. County taxes 8/26/2014 to 1/1/2015	\$687.97	407. County taxes 8/26/2014 to 1/1/2015	\$687.97
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$159,152.22	420. Gross Amount Due to Seller	\$157,687.97
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$9,518.80
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
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. Prorate August Rent 8/26/2014 to 9/1/2014	\$179.03	513. Prorate August Rent 8/26/2014 to 9/1/2014	\$179.03
214.		514. 2014 taxes with pen.	\$2,257.50
215.		515. Balance Levied Assessment for excess inspec	\$156.86
216.		516. 140080 2014 SSSC/Storm Sewer Assessment	\$82.47
217.		517. 14RWO Final 2014 ROW/Street Maintenance	\$284.16
218. Damage Dep (\$995) + Int from 5/1/13 (\$13.04)	\$1,007.04	518. Damage Dep (\$995) + Int from 5/1/13 (\$13.04)	\$1,007.04
219.		519.	
220. Total Paid by/for Borrower	\$6,186.07	520. Total Reduction Amount Due Seller	\$13,485.86
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$159,152.22	601. Gross amount due to seller (line 420)	\$157,687.97
302. Less amounts paid by/for borrower (line 220)	(\$6,186.07)	602. Less reductions in amount due seller (line 520)	(\$13,485.86)
303. Cash ☒ From ☐ To Borrower	\$152,966.15	603. Cash ☒ To ☐ From Seller	\$144,202.11

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. 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. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Previous editions are obsolete

Page 1

HUD-1

From:

07/07/2016 09:29

#442 P.002/007

8/26/2014 4:21:09 PM

File Number: 10000

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) 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 will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

FDC MN2, LLC

Ying He
Chief Manager

8/26/2014 4:21:09 PM

File Number: 13936

L. Settlement Charges		
700. Total Real Estate Broker Fees based on price \$157,000.00 = \$6,280.00	Paid From	Paid From
Division of commission (line 700) as follows:	Borrower's	Seller's
701. \$2,041.00 to Foundational Realty	Funds at	Funds at
702. \$4,239.00 to Keller Williams Preferred Realty	Settlement	Settlement
703. Commission paid at settlement \$6,280.00		\$6,280.00
704.		
705. Broker Commission to Keller Williams Preferred Realty	\$299.00	
800. Items Payable in Connection with Loan		
801. Our origination charge (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE A)		
804. Appraisal fee (from GFE #3)		
805. Credit report (from GFE #3)		
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808.		
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from (from GFE #10)		
902. Mortgage insurance premium for (from GFE #3)		
903. Homeowner's insurance for (from GFE #11)		
904.		
905.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. City property taxes		
1005. County property taxes		
1006.		
1007.		
1008.		
1009.		
1100. Title Charges		
1101. Title services and lender's title insurance to Gibraltar Title Agency, LLC (from GFE #4)	\$575.00	
1102. Settlement or closing fee		
1103. Owner's title insurance to Gibraltar Title Agency, LLC (from GFE #5)	\$544.25	
1104. Lender's title insurance to Gibraltar Title Agency, LLC		
1105. Lender's title policy limit		
1106. Owner's title policy limit \$157,000.00		
1107. Agent's portion of the total title insurance premium to Gibraltar Title Agency, LLC \$435.40		
1108. Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company \$108.85		
1109. Sellers Closing Fee to Twin City Title		\$200.00
1110.		
1111. Abstracting		
1112. Plat		
1113. Assessment		
1114.		
1115.		
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)	\$46.00	
1202. Deed \$46.00 Mortgage Releases \$46.00		
1203. Transfer taxes (from GFE #8)		
1204. City/County tax/stamps		
1205. State tax/stamps Deed \$533.80		\$533.80
1206. Conservation Fee Deed \$5.00		\$5.00
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)		
1302. escrow for extermination and window repair to Gibraltar Title Agency, LLC		\$2,500.00
1303. Recording Service Fee		
1304. Payoff Delivery Fee		
1305.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$1,464.25	\$9,518.80

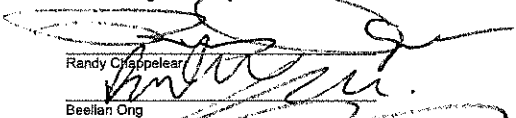
Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

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File Number: 73930

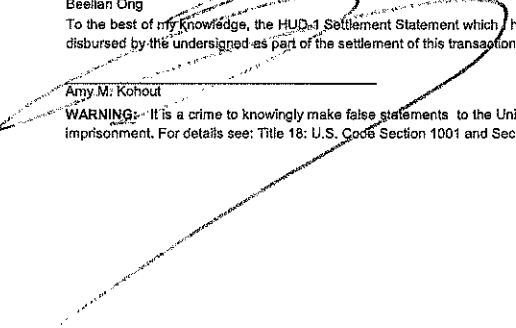
CERTIFICATION:

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 HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.


Randy Orappelear

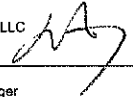
Beellan Ong

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.


Amy M. Kohout

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.

FDC MN2, LLC


Ying He
Chief Manager

Date

8/26/14



4700 West 77th Street
Suite 100
Edina, MN 55435
Phone: (952) 830-1904
Fax: (952) 830-1513
www.gibraltartitle.com

Property Address: 321 Jenks Avenue, St. Paul, MN 55130
File No.: 73936
Buyer: Randy Chappelear and Beelian Ong
Seller: FDC MN2, LLC

COMPLIANCE AGREEMENT AND DISCLOSURE

The undersigned hereby agree to cooperate with any representatives of the Lender or Gibraltar Title Agency, LLC regarding any reasonable requests made subsequent to closing to correct errors made concerning this transaction or provide any and all additional documentation deemed necessary by the Lender or Gibraltar Title Agency, LLC to effect this transaction and make the loan marketable or insurable. The undersigned further agree that "to cooperate" as used in this agreement includes but is not limited to, the agreement by the undersigned to execute or re-execute any documents which the Lender or Gibraltar Title Agency, LLC, in the ordinary course of business, deem necessary or desirable to complete this transaction, market the loan, and insure the title to the real property. However, the parties hereby understand that the Sellers listed below, if any, are not responsible for performing any duties or obligations of the Buyer/Borrowers in this transaction and the Buyers/Borrowers are not responsible for performing any such duties or obligations of the Sellers, if any.

The undersigned hereby authorize Gibraltar Title Agency, LLC, to initial, modify, correct, amend, and/or insert the correct legal description, property address information, name variations, loan terms (excluding interest rate changes), dates and similar items in transaction documents deposited with Gibraltar Title Agency, LLC. This authorization shall be construed as a limited power of attorney from the undersigned, granting such powers to Gibraltar Title Agency, LLC, as are necessary to permit changes to the documents such that they conform with the terms and provisions of the purchase agreement, lender instructions, and title requirements. This authorization is limited to the transaction which is the subject of this agreement.

THE UNDERSIGNED FURTHER ACKNOWLEDGE RECEIPT OF THE FOLLOWING DISCLOSURE REQUIRED BY MINNESOTA STATUTE 507.45.

GIBALTAR TITLE HAS NOT AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

NOTICE TO CONSUMER REGARDING PAYOFFS

Gibraltar Title endeavors to obtain accurate figures from the holders of existing mortgages or other liens that are intended to be paid off at this closing. However, Gibraltar Title does not guarantee that the amounts paid will in fact constitute payment in full. Shortages can occur due to miscalculations, failure of the existing lender or lien holder to include a rightful charge, or a previous monthly payment check of the borrower being dishonored by their bank due to insufficient funds or a stop payment order. Gibraltar Title will charge the borrower \$150.00 for any post-closing amendments required due to either of the latter two circumstances. In the event any payment made does not pay the debt in full, the remaining balance will continue to be the obligation of whomever was obligated on the debt before this closing.

TAXES HOMESTEAD DELINQUENT AND FINAL WATER CERTIFICATION

If taxes figures for the current year are not available, the undersigned acknowledge and agree that the pro-ration of the estimated taxes as shown on the settlement statement reflects their final agreement. The undersigned hereby release Gibraltar Title from any claims or liability should the actual tax figures vary.

The seller(s) certify by initialing the appropriate designation that the current tax status of the property is:
_____ HOMESTEAD _____ ☒ NON-HOMESTEAD

The buyer(s) acknowledge(s) responsibility for applying for homestead status and for future tax payments, either directly or through an escrow established with the lender. Contact the treasurer's office for a duplicate tax statement for PID No. 30.29.22.14.0047 for the next payment due.

Seller(s) Forwarding Address(es):

Street Address 2520 Coon Rapid Blvd Suite 240
City/State/Zip Coon Rapids MN 55433

New Residence Phone Nos. _____ Work Phone Nos. _____

The undersigned also acknowledge that it is the responsibility of the seller(s) to pay the final water bill. If there is a discrepancy or dispute in the amount of the billing, it is the seller(s) responsibility to deal directly with the city to reach a settlement amount.

The undersigned seller(s) and buyer(s) do hereby agree individually and jointly to fully protect, defend, and hold harmless Gibraltar Title Agency, LLC from any and all loss, costs, damages, attorney's fees and expenses of every kind and nature which it may suffer, expend or incur, under or by reason of this water certification.

The undersigned understand and consent that Gibraltar Title Agency, LLC may charge a \$30.00 service fee for any check it issues in this closing that remains outstanding after 90 days.

The undersigned and Gibraltar Title Agency, LLC hereby further agree that in the event that this agreement is enforced, or attempted to be enforced, by judicial process, the prevailing party or parties, is or are entitled to all reasonable costs, disbursements, and attorneys fees incident thereto, from non-prevailing party or parties.

Buyer(s):

Randy Chappellear

Beelian Ong

Seller(s):

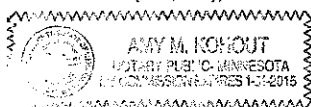
FDC MN2, LLC

Ying He
Chief Manager

State of Minnesota, County of Dakota

The foregoing instrument was acknowledged before me 8/20/14, by Randy Chappellear and Beelian Ong.

(Seal, if any)



(signature of notarial officer) Amy M. Kohout

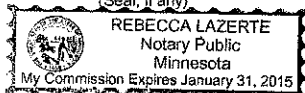
Title (and Rank): _____

My commission expires: _____

State of Minnesota, County of ANOKA

This instrument was acknowledged before me on 8/21/14, by Ying He as Chief Manager of FDC MN2, LLC.

(Seal, if any)



(signature of notarial officer) Amy M. Kohout

Title (and Rank): _____

My commission expires: _____

This instrument was drafted by:

Gibraltar Title Agency, LLC
4700 West 77th Street
Suite 100
Edina, MN 55435

State of Minnesota

County of _____

) ss

AFFIDAVIT REGARDING PURCHASER(S)

Randy Chappellear and Beelian Ong

being first duly sworn, on oath say(s) that

1. They are the person(s) named as Grantees in the document dated August 26, 2014 and filed for record _____ as Document No. _____ (or in Book _____ of Page _____ in the Office of the Ramsey County, Minnesota,

2. Said person(s) is/are of legal age and under legal disability with place of business(es) (respectively) at

Randy - Delta Airlines
Beelian - Anderson Corporation

and for the last ten years have/has resided at:

5 years 19357 Eureka Ct., Farmington, MN 55024

3. The true marital status of said person(s) is unmarried.

4. There are no:

- a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document ("Premises"); *None*
- b. Unsatisfied judgments of record against said person(s) nor to your Affiants knowledge, any actions pending in any courts, which affect the Premises; *None*
- c. Tax liens against said person(s), nor have Affiants received notice that a tax lien may be filed; *None*
- d. Unpaid Mortgages, second Mortgages, Home Equity Lines of Credit, or bridge loans against the premises that are not being paid off in this closing; *None*
- e. Applications pending for another mortgage pertaining to the premises;

except as herein stated; *None*

5. Any bankruptcy, divorce or dissolution proceedings of record against parties with the same or similar names, during the time period in which the above named person(s) have/has had any interest in the Premises, are not against the above named person(s).

6. Any judgment, or tax liens of record against parties with the same or similar names are not against the above named person(s).

7. Said person(s) has/have not ordered or arranged for any labor or materials to be furnished to the Premises for which payment has not been made. *None*

8. There are no unrecorded contracts, leases, easements, agreements, documents or notice of claims relating to the property, other than (if none, state "None"). *House*

9. There has been no work in the immediate vicinity in the last six months for matters such as: grading, repairing or paving of streets or sidewalks; installation or repair of sewer, water or electrical lines; installation of street lights, etc.

10. The affiant has received no notices of future public improvements which might result in special assessments or charges against the property.

11. The affiant has not been notified of any violations of local setback or building restriction regulations.

12. There have been no disputes with neighbors over fence or boundary lines, driveways, walks, street or alley locations, encroachments of building or improvements or violations of covenants and restrictions.

13. The affiant has no knowledge of any underground pipes, conduits, ditches or drain tiles crossing the property.

14. There are no poles, wires or lines crossing the property and serving other property.

15. There are no joint driveways or party walls except (if none, state "none").

16. There are no encroachments of building eaves, bay windows, walk fences, drives, etc. from the property of the affiant onto adjoining property (including streets and alleys) or onto easements or setbacks, nor are there such encroachments or adjoining property improvements onto the affiant's property.

17. There are no pending lawsuits against affiant and affiant has received no notices warning of any tax lien that may be filed against affiant.

18. There are no persons in possession of any portion of the Premises of which the Affiant(s) have/has knowledge, other than pursuant to a recorded document, except as stated herein:

That Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the acceptance of title to the Premises.

Randy Chappellear

Beelian Ong

Subscribed and sworn to before me

day of

20th August 2014

Notary Signature

This Instrument Was Drafted By:

Gibraltar Title Agency, LLC

4700 West 77th Street

Suite 100

Edina, MN 55435

