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**ASTORIA FEDERAL MORTGAGE CORP.**

\$ \_\_\_\_\_,000.00 MORTGAGE LOAN TO \_\_\_\_\_

**MORTGAGE PREMISES:** \_\_\_\_\_, \_\_\_\_\_, CONNECTICUT

**CLOSING CHECKLIST**

<b><u>DOCUMENT</u></b> <b><u>NOTES</u></b>	<b><u>PARTY RESPONSIBLE</u></b> <b><u>FOR PRODUCING</u></b>	<b><u>STATUS</u></b>
1. Promissory Note	BJ&K	
<hr/>		
2. Open End Mortgage and Security Agreement	BJ&K	
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3. Assignment of Leases and Rents	BJ&K	
<hr/>		
4. Tenant Estoppel & Subordination Agreement	BJ&K	
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5. Guaranty Agreement	BJ&K	
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6. Hazardous Material Guaranty and Indemnification Agreement	BJ&K	
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7. Commitment Letter	BJ&K	

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80 Ferry Boulevard  
P.O. Box 629  
Stratford, CT 06615

450 Post Road East  
Westport, CT 06880  
Phone: 203-682-

8290

Phone: 203-386-1282

8202

Facsimile: 203-386-1795

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Facsimile: 203-682-

<u>DOCUMENT</u> <u>NOTES</u>	<u>PARTY RESPONSIBLE</u> <u>FOR PRODUCING</u>	<u>STATUS</u>
8. W-9's	BJ&K	
9. Tax Escrow account Designation	BJ&K	
10. Tax Information Sheet	BJ&K	
11. First Payment Instructions	BJ&K	
12. Privacy Policy	BJ&K	
13. Good Faith Estimate	BJ&K	
14. Affiliated Business Arrangement (2)	BJ&K	
15. 4506	BJ&K	
16. 1003	BJ&K	
17. Consumer Identification Program	BJ&K	
18. Environmental Insurance	BJ&K	
19. Settlement Agent form	BJ&K	
20. Notification of Loan Payoff	BJ&K	
21. Errors and Omissions Correction Agreement	BJ&K	
22. Correction Agreement, Limited Power of Attorney	BJ&K	
23. Broker Fee Sheet	BJ&K	
24. HUD-1	BC	
25. Secretary of the State of Connecticut UCC search for Borrowers	BC	

	<u>DOCUMENT</u>	<u>PARTY RESPONSIBLE FOR PRODUCING</u>	<u>STATUS</u>	<u>NOTE</u>
28.	Title Insurance Policy	BC		
	a. Affirmative coverage for easements, rights of way and restrictions			
	b. Survey, persons in possessions and mechanic's liens exceptions deleted			
	c. Specimen title policy or title commitment with copies of all encumbrances			
	d. All leases shown on Schedule B, Part II as subordinate			
	e. Environmental endorsement			
	f. Variable rate endorsement			
	g. Gap coverage endorsement			
29.	Evidence of Insurance	BC		
	a. Casualty (all risk/special causes of loss, replacement cost coverage) with Bank named as mortgagee			
	b. Liability (Premises)			
	c. Federal Flood Hazard, if applicable.			
	d. Copies of policies or "evidence of insurance"/binder with evidence of premium payments naming Astoria Federal Mortgage Corp. its successors and/or assigns A.T.I.M.A. as Loss Payee			
30.	Opinion of Counsel	BC		
31.	Survey of Premises	BC		

	<u>DOCUMENT</u>	<u>PARTY RESPONSIBLE FOR PRODUCING</u>	<u>STATUS</u>	<u>NOTE</u>
32.	Corporate Documents for _____, LLC. a. Certificate of Existence b. Secretary's Certificate with Schedules of: 1. Resolutions Authorizing: a. Loan b. Execution of Documents 2. Certificate of Incorporation 3. By-laws 4. Operating Agreement c. Incumbancy Certificate	BC		
33.	Copy of leases	BC		
34.	Certificates of Occupancy	BC		
35.	Health Department Certificate/ Restaurant License, if applicable.	BC		
36.	Certificate of Zoning Compliance	BC		
37.	Payment of Bank Attorney's Fees & Broker Fees	BC		
38.	Insured Closing Protection Letter from Connecticut licensed title company	BC		
39.	EIN for Borrower	BC		
40.	Certified Rent Roll for the Property	BC		
41.	Name of party executing documents And capacity.			
42.	All conditions on Commitment and Clear to Close to be satisfied.	BC		

**BJ&K=** Bishop, Jackson & Kelly. LLC, 80 Ferry Boulevard, Suite 103, Stratford,  
CT 06615  
Bruce D. Jackson, Tel. 386-1282; Fax 386-1795  
E-Mail: [bdj@BJKlaw.US](mailto:bdj@BJKlaw.US)

**BANK=** Astoria Federal Mortgage Corp., 2000 Marcus Avenue, Lake Success, NY  
11042

**BROKER=**

**BC =**

**BORROWER =**

Loss payee for title, insured closing letter and hazard/flood insurance:

***ASTORIA FEDERAL MORTGAGE CORP., AND/OR ITS SUCCESSORS  
AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR, P.O. BOX 11053,  
ORANGE, CA 92856-8153***



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**(You may not schedule until this form is fully completed and faxed or e-mailed to us *along with the required documentation from the checklist we have forwarded to you* and we must be in receipt of the clear to close from Astoria.**

**NOTE: BISHOP, JACKSON & KELLY, LLC is not able to determine whether the file is cleared to close and you must contact the loan originator/Broker to determine the status of the loan. If you do not hear from us you must contact this office to confirm your closing date and that all information is received and acceptable to the lender)**

**1. Requested Closing Date:** \_\_\_\_\_ **PURCHASE** \_\_\_\_\_ **REFINANCE** \_\_\_\_\_

**PLEASE BE ADVISED THAT THIS DATE IS TENTATIVE UNTIL IT IS CONFIRMED BY E-MAIL FROM BISHOP, JACKSON & KELLY, L.L.C.**

**2. Title Insurance:**

Borrowers Name

\_\_\_\_\_  
(as appears in Note, Mortgage and Title policy):

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

\_\_\_\_\_

If Borrower is Limited Liability Company or Corporation, Please indicate the following:

Name of Person executing Documents on behalf of Company: \_\_\_\_\_

If the borrower is a Limited Liability Company, is it Member or Manager Managed: \_\_\_\_\_

Tax Identification Number for Limited Liability Company: \_\_\_\_\_

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**3. Hazard Insurance with paid receipt:**

Insurance Agent: \_\_\_\_\_  
\_\_\_\_\_

Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Amount of Coverage: \_\_\_\_\_ Annual Premium: \_\_\_\_\_  
\_\_\_\_\_

Policy No: \_\_\_\_\_ Policy Term Dates: \_\_\_\_\_  
\_\_\_\_\_

Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

**4. Flood Insurance, with paid receipt (if applicable):**

**Insurance in the loan amount (or \$250,000 maximum allowable) with maximum deductible of \$1,000.00.**

Insurance Agent: \_\_\_\_\_  
\_\_\_\_\_

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

Amount of Coverage: \_\_\_\_\_  
\_\_\_\_\_

Annual Premium: \_\_\_\_\_  
\_\_\_\_\_

Policy No: \_\_\_\_\_

Policy Term Dates: \_\_\_\_\_

Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

**5. Real Estate Taxes:**

Annual (Total) Taxes: \$ \_\_\_\_\_  
\_\_\_\_\_

Amount due when next paid: \$\_\_\_\_\_

Due Dates: \_\_\_\_\_

Address of Tax Collector:\_\_\_\_\_

Next Installment Due:\_\_\_\_\_

**Prior to Closing (3 days): Copy of tax bill.** Astoria requires that all real estate taxes that will become due and payable within SIXTY (60) days after the date of closing be paid at the time of closing. **IF TAXES ARE NOT ASSESSED YET, BORROWER'S ATTORNEY MUST ESTIMATE THE TAX FOR THE COMING YEAR IN WRITING PRIOR TO CLOSING.**

**6. Cancellation or modification of closing or documents:**

If this closing is adjourned or modified after Bishop, Jackson & Kelly, L.L.C. has prepared the file, then it is Astoria Federal's policy to impose a redraw fee not to exceed \$250.00.

**7. Power's of Attorney:**

No **Power of Attorney** forms may be used without the Power being first approved by Bishop, Jackson & Kelly, LLC and Power of Attorney may only be used in limited circumstances which are in the sole discretion of Astoria Federal Mortgage Corporation. A Powers of Attorney may not be used for Limited Liability Company or Corporations under any circumstances. Any documents executed with the Power of Attorney must be executed as follows: "Borrower1 by Borrower2, his/her attorney in fact".

**8. Travel:**

Closings are generally in our office in Stratford, CT. On occasion, however, we will travel to another office to close. If we travel there is a travel fee of **\$200.00** per hour. This travel fee is paid at closing by attorney trust check or bank check and is in addition to the bank fee.

Borrower's attorney will be further required to confirm in writing that the documents are acceptable as drafted and that they understand that **NO CHANGES CAN BE MADE TO THE DOCUMENTS WHEN THE CLOSING IS NOT IN OUR OFFICE.**

**9. BROKER:**

**FEE AMOUNT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

Please provide a written broker fee sheet prior to closing. *Please note that once the funds are ordered from Astoria no changes can be made to the broker's fees without adjourning the closing and rescheduling.*

**10. YOUR LAW FIRM:**

**ATTORNEY:** \_\_\_\_\_

**PARALEGAL:** \_\_\_\_\_

**ADDRESS FOR DELIVERY:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**11. Delivery of Package/Funds: Federal Express/UPS/Airborne:**

Carrier: \_\_\_\_\_

Overnight #: \_\_\_\_\_