

AFFIDAVIT OF SELLER'S RESIDENCE

Seller's Name

Seller's Identification Number (SSN or FEIN)

Spouse's Identification Number (if jointly owned)

Street Address

City

State

Zip

INSTRUCTIONS

This form is to be executed by the seller and furnished to the buyer to establish Alabama residency, so that the proceeds of the sale of property are not subject to the withholding laws of this state. (See Section 40-18-86, *Code of Alabama 1975*.)

Alabama residents are not subject to the withholding provisions of Alabama Code Section 40-18-86. Alabama residents include both individuals and business entities domiciled in Alabama. Business entities will be considered domiciled in Alabama if they are organized under Alabama law or they have their principal place of business in Alabama.

Sellers are not subject to withholding from the proceeds of a sale if either they are a resident of Alabama or they are deemed to be a resident of Alabama by virtue of the fact that they have filed Alabama tax returns in the preceding two years, do business or own property in Alabama, intend to file an Alabama tax return for the current year, and if they are a corporation or limited partnership registered to do business in Alabama.

The seller is to execute this affidavit by placing an initial in the blank preceding the statements which apply. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. The buyer should retain a copy of the affidavit and submit the original copy to the Alabama Department of Revenue, Individual and Corporate Tax Division, P O Box 327950, Montgomery, AL 36132-7950.

Seller is exempt from withholding on the sale of property because:

____ Seller is a resident of Alabama.

Seller is not a resident of Alabama, but is deemed a resident for purposes of withholding because all of the following apply:

____ Seller is a nonresident who has filed Alabama tax returns or appropriate extensions have been received by the Department for the preceding two years; AND

____ Seller is an established business in Alabama and will continue substantially the same business in Alabama after the sale OR the Seller has real property in Alabama at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND

____ Seller will report the sale on an Alabama income tax return for the current year and file by its due date with extensions; AND

____ If seller is a corporation or limited partnership, seller is registered to do business in Alabama.

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

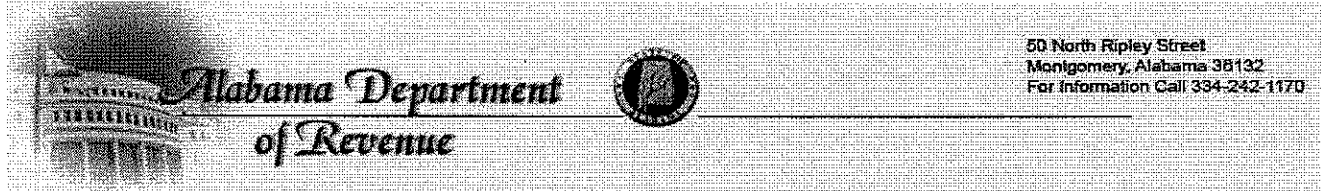
Seller's Signature (and Title, if applicable)

Date

Sworn to and subscribed before me this
____ day of _____,

Notary public

My commission expires _____



AFFIDAVIT OF SELLER'S GAIN

Seller's Name

Seller's Identification Number (SSN or FEIN)

Spouse's Identification Number (if jointly owned)

Street Address

City

State

Zip

INSTRUCTIONS

The seller is required to execute this form or a similar document and present it to the buyer when the seller wishes to establish the gain to be recognized from a sale of real property, against which gain the withholding imposed by the Alabama Department of Revenue under Section 40-18-86, *Code of Alabama 1975*, is to be applied. In order to be subject to withholding only upon the gain recognized, the seller must submit this affidavit to the buyer. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit.

"Net proceeds" means the amount of money and other consideration received by the seller after deducting mortgage or other secured debt, ad valorem taxes, sales commissions, title premiums, survey expense, costs for environmental and other reports, and all other closing costs and expenses.

The seller is to complete this document by calculating the gain in the below schedule. The seller should retain a copy of the documentation of the cost basis, depreciation, and selling expenses claimed. This documentation should only be provided to the Department when requested. However, this form, Form NR-AF2, along with Form WNR-V, and any remittance must be mailed to the Alabama Department of Revenue, Individual and Corporate Tax Division, P O Box 327950, Montgomery, AL 36132-7950. The buyer should retain a copy of these documents.

1. SALES PRICE \$ _____
2. COST BASIS INCLUDING IMPROVEMENTS \$ _____
3. DEPRECIATION \$ _____
4. ADJUSTED COST BASIS (line 2 minus line 3) \$ _____
5. SELLING EXPENSES \$ _____
6. NET TAXABLE GAIN (LOSS) (line 1 minus lines 4 and 5) \$ _____
7. AMOUNT OF NET PROCEEDS RECEIVED BY SELLER FROM THE TRANSACTION \$ _____

Under penalties of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

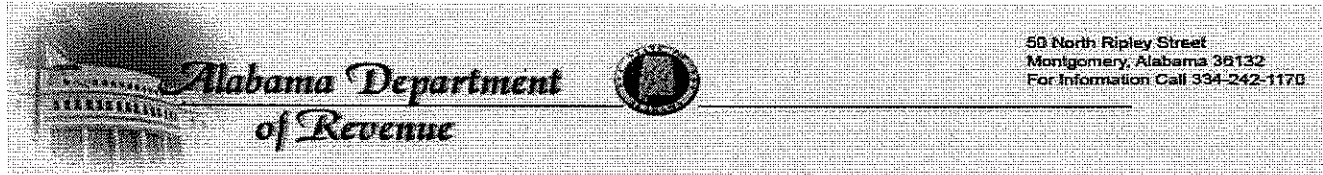
Seller's Signature (and Title, if applicable)

Date

Sworn to and subscribed before me this _____ day of _____, _____

Notary public

My commission expires _____



SELLER'S CERTIFICATE OF EXEMPTION

Seller's Name

Seller's Identification Number (SSN or FEIN)

Spouse's Identification Number (if jointly owned)

Street Address

City

State

Zip

INSTRUCTIONS

This form is provided for the convenience of the seller and the protection of the buyer, to be executed in sales or transfers of real property by nonresidents when the seller is exempt from the withholding requirements imposed by the Alabama Department of Revenue pursuant to Section 40-18-86, *Code of Alabama 1975*. This form is not required to be used or submitted to the Department, but the seller may wish to execute this form or a similar document to protect all parties to the transaction. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. To execute this form, the seller is to initial any statement which applies. If any one of the statements below applies to the seller, the transaction is exempt.

This is to certify that the seller of this property is not a resident of Alabama, but is exempt from the withholding provisions of the Alabama Department of Revenue Section 40-18-86 by virtue of the following:

- The property being sold is the seller's principal residence and none of the gain is required to be included in federal adjusted gross income.
- The seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- The seller or buyer is a subdivision, agency or authority of the United States of America or the State of Alabama.
- The seller or buyer is the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation.
- The seller or buyer is a private mortgage insurance company.
- The purchase price of the property is less than \$800,000.00, for property sold prior to January 1, 2009.
- The seller is an S corporation or a partnership subject to withholding under Section 40-18-86, and an Alabama composite return will be filed on behalf of the nonresident shareholders, members, or partners.
- The seller is a tax exempt organization, and the income from this sale is not subject to Alabama income tax.
- The seller is an insurance company which pays to Alabama a tax on its premium income.
- The transaction is a non-recognition transaction such as a like kind exchange where gain is realized by the seller but completely not recognized for Alabama income tax purposes.
- The transaction is a transfer of a limited interest in real property, including easements, rights of way, mortgages or other instruments that secure indebtedness, or leases (not including capital leases).

Under penalties of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

Seller's Signature (and Title, if applicable)

Date

Sworn to and subscribed before me this

day of _____,

Notary public
My commission expires _____

Withholding on Sales or Transfers of Real Property and Associated Tangible Personal Property by Nonresidents Payment Voucher

1. Seller's / Transferor's Name		2. Seller's / Transferor's SSN or FEIN		13. Seller / Transferor is: <input type="checkbox"/> a. Individual <input type="checkbox"/> b. Corporation <input type="checkbox"/> c. Trust or Estate <input type="checkbox"/> d. Business Trust <input type="checkbox"/> e. Partnership <input type="checkbox"/> f. S Corporation <input type="checkbox"/> g. Limited Liability Company <input type="checkbox"/> h. Limited Liability Partnership
3. Seller's / Transferor's Mailing Address				
4. City		State	Zip	
5. Buyer's / Transferee's Name		6. Buyer's / Transferee's SSN or FEIN		
7. Buyer's / Transferee's Mailing Address				
8. City		State	Zip	
9. Date of Sale				
10. Total Sales Price			10	
11. Taxable Amount or Gain			11	
12. Amount Withheld or Remitted to State (not to exceed net proceeds)			12	

The seller/transferor should retain 2 copies of this form and give a copy to the buyer/transferee.

Payment is due on or before the last day of the calendar month following the calendar month within which the sale or transfer of property occurred. The voucher below and payment should be mailed to the **Alabama Department of Revenue, Individual and Corporate Tax Division, PO Box 327950, Montgomery, AL 36132-7950.**

 DETACH ALONG THIS LINE AND MAIL VOUCHER WITH YOUR FULL PAYMENT

DO NOT STAPLE OR ATTACH THIS VOUCHER TO YOUR PAYMENT

ALABAMA DEPARTMENT OF REVENUE
Withholding on Sales or Transfers of Real Property and Associated Tangible Personal Property by Nonresidents Payment Voucher

STATE COPY

Tax Period of Seller: ● _____ / _____ / _____
MONTH DAY YEAR

SSN: ● _____

Seller/Transferor is: a. Individual b. Corporation c. Trust or Estate d. Business Trust
CHECK ONLY ONE BOX

FEIN: ● _____

e. Partnership f. S Corporation g. Limited Liability Company h. Limited Liability Partnership

Amount Paid: \$ ● _____

NAME OF SELLER / TRANSFEROR
● _____

SELLER'S / TRANSFEROR'S MAILING ADDRESS

CITY	STATE	ZIP CODE
_____	_____	_____

ADOR

Instructions for Form WNR-V

Use Form WNR-V to remit Alabama tax withheld on sales or transfers of real property and associated tangible personal property by non-residents. The determination of the amount to be withheld (if any), not to exceed net proceeds, will be made on Form NR-AF2, Affidavit of Seller's Gain.

The amount of withholding tax remitted will be credited to the Alabama income tax account of the seller/transferor as an estimated tax payment. The seller/transferor must claim credit for the payment on the Alabama income tax return. A separate form must be completed for each seller/transferor who will be required to file an Alabama income tax return.

Remit tax by mailing this form with payment for the amount on Line 12 on or before the last day of the month following the closing. The seller/transferor should retain 2 copies of the form and give a copy to the buyer/transferee. For additional information or assistance, contact the Individual and Corporate Tax Division at 334-242-1300.

The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit.

Form WNR-V and remittance should be mailed to the

Alabama Department of Revenue
Individual and Corporate Tax Division
PO Box 327950
Montgomery, AL 36132-7950.

Instructions for Preparing Form WNR-V

Line 1. If more than one seller/transferor, submit a separate form for each.

Line 2. Social security number if an individual; FEIN if a corporation or other organization with an FEIN.

Lines 3. and 4. If mailing address is a Post Office Box, also list street address.

Line 5. If more than one buyer/transferee, submit a separate form for each.

Line 6. Social security number if an individual; FEIN if a corporation or other organization with an FEIN.

Lines 7. and 8. If mailing address is a Post Office Box, also list street address.

Line 9. Date the sale or transfer of real property and associated tangible personal property took place.

Line 10. Total amount paid for the real property and associated tangible personal property, including the value of any real, personal, tangible or intangible property given in consideration of the sale or transfer.

Line 11. If the taxable gain from the sale or transfer is known, and the taxable amount or gain is less than the sales price, the seller/transferor may execute an Affidavit of Seller's Gain (Form NR-AF2) to the buyer, swearing to the taxable amount or gain, and the amount to be withheld (Line 12) may be computed using the taxable amount or gain; otherwise, the amount to be withheld and remitted (Line 12) is to be calculated based on the total sales price (Line 10).

Line 12. For individual buyers or transferees, the amount withheld and remitted (not to exceed net proceeds) to the State is 3% of the total sales price (Line 10), unless the seller/transferor has supplied an affidavit (Form NR-AF2) to the buyer/transferee, swearing to the taxable amount or gain, in which case, the amount to be withheld and remitted to the State shall be computed as 3% of the taxable amount or gain (Line 11).

For corporate, partnership, unincorporated association, or other entity buyers or transferees, the amount withheld and remitted (not to exceed net proceeds) to the State is 4% of the total sales price (Line 10), unless the seller/transferor has supplied an affidavit (Form NR-AF2) to the buyer/transferee swearing to the taxable amount or gain, in which case, the amount to be withheld and remitted to the State shall be computed as 4% of the taxable amount or gain (Line 11).

Line 13. Check the appropriate box for the seller/transferor.

On the voucher portion of the Form WNR-V, "Tax Period of Seller" – Enter the last day of the current year (year of the sale of the property). For example, a taxpayer who files an income tax return on a calendar year basis would enter, "12/31/2008." A taxpayer who files an income tax return on a fiscal year basis would enter the last day of the taxpayer's fiscal year.