



202 New Edition Court
Cary, NC 27511
(919) 677-9900

BUYER ENGAGEMENT LETTER

Thank you for selecting **Western Wake Law Group** to represent you in closing the purchase of your property. Upon receipt of the necessary information from your Realtor and other third-parties to the transaction, we will perform a title examination of the property and prepare all necessary documents for closing. The purchase of real estate is an exciting, but sometimes a stressful undertaking. Our staff will endeavor to do everything we can to make the process as smooth as possible. If you have any questions about this letter or any of its provisions, do not hesitate to contact us. We request that you please sign and return to our Office at your earliest convenience.

The closing will take place at our Office. At closing, we will review the Closing Disclosure or Settlement Statement, which summarizes all the costs and funds associated with the purchase. We will also review the lender's documents (if applicable), which include the Promissory Note, Deed of Trust and other loan documents which establish the terms and conditions of your loan as well as other reports and information relating to your purchase. You will be provided an unsigned, electronic copy of everything we review. **Please Note:** If you are using a lender to finance the purchase of your home, we must disclose to you that we represent the Lender in the transaction.

After closing, upon receipt of all required funds due at closing, we will record the Deed and Deed of Trust (if applicable) at the Register of Deeds Office in the County where the property is located, and disburse funds from our trust account. You will receive your Deed in the mail shortly after closing and the loan documents (if applicable) will be sent to your Lender. You will receive your Title Insurance Policy by mail from the Title Company, and your payment statement/booklet from your Lender (if applicable).

Please discuss the delivery of keys with your Realtor and the Seller. Keys are not always delivered to the Buyer at the closing table. Sometimes the Seller or their Realtor hold the keys until the Deed has been recorded at the Register of Deeds Office, which may be several hours after closing. Holding the keys until that time is the Seller's option since, under North Carolina law, title is not actually conveyed until the moment the Deed is recorded. We do our best to record as quickly as possible, but occasionally there are delays, which can delay the delivery of keys. We do not hold keys.

To give you some idea of what to expect, typical categories for which costs will be incurred, associated with the purchase of the property may include, but are not limited to the following:

1. Survey	4. Lender Fees	7. Hazard Insurance
2. Title Insurance Premiums	5. Escrows to pay	8. HOA Dues and Transfer Fees
3. Recording Fees	6. Attorneys Fees	9. Inspection Fees

Title insurance is a crucial part of purchasing real property. Briefly, title insurance protects you (and your lender if applicable) against losses from defects in title, such as claims or liens against the property. You should be advised that title insurance, while a valuable insurance coverage, does not cover any and all damage that may arise from a title defect. Title insurance does not necessarily provide immediate relief in the form of the payment of a claim given title insurers have a reasonable time to correct defects in title which the insurer reasonably believes can be corrected. What constitutes a "reasonable time" depends upon the nature of the defect. In preparation for your closing, we will perform a title search and order a title insurance commitment and policy on your behalf. The length of the search is determined based upon whether we are able to obtain a copy of a prior title insurance policy recently issued for the property. In most cases, it would be a policy issued for the Current Owner (Seller). If we are provided a copy by the Seller or their Realtor or if we are able to locate ourselves, we can obtain coverage for you and your Lender (if applicable) by performing a search from

the effective date on the prior policy to the date we searched the title. This is called “tacking” to a prior policy. If we are able to tack to a prior policy, you will be relying on your policy of title insurance and not our having actually examined the public records for any matter affecting your title prior to the date of the existing policy that we tacked to. Therefore, absent your objection, we will request a copy from the Seller or their Realtor or do our best to locate if a prior policy exists on the property and, if it does, have the public records examined from the date of that coverage. The benefit for you if we tack to a prior policy is that it will enable us to keep your cost lower by obtaining a re-issue rate (if the Policy is less than 15 years old) while also providing full title insurance coverage for you and your Lender (if applicable). If we are unable to locate a prior policy, we will be required to search the public records back to a time which is sufficient to the Title Company we are requesting coverage from. In most cases, that time frame is 30 to 40 years.

We, as the Firm representing you, make no representation as to the structural integrity of any improvements on the property (if any), nor do we provide any opinion as to the environmental condition of the property. In addition, the survey should reveal whether or not the property lies within a flood plain. Our ability to provide you with flood plain information is limited to what is disclosed to us by the Surveyor’s Report and by what, if anything, we may find of public record.

You should be aware of the limits of the public records that we research as part of our title search. A title search does not reveal the physical nature or condition of the property, or whether it is suitable for a particular use. It is your responsibility to examine the property, have an inspection done, and otherwise satisfy yourself as to the physical nature and condition of the property. We therefore strongly recommend that you have your property inspected prior to closing by a professional home inspector.

PLEASE NOTE: Our Office No Longer Orders Surveys! Surveys will be treated in the same manner as any other inspection performed as part of the Buyer’s due diligence of the subject property.

We do highly recommend having a new survey completed. Among other things, a survey discloses problems such as “encroachments”, for example, part of a neighbor’s fence or building on your property. Without a survey, it is impossible to determine if there are encroachments or similar issues that may affect the subject property. Please be apprised that if you elect not to have a survey performed, your Title Insurance Policy will contain an exception as to matters of survey which could prove problematic for you in the future.

***For your reference, our office has provided below, the names and telephone numbers of three licensed surveyors in the area. Our office is unaffiliated with any surveying company; therefore, we cannot make any representations or guarantees regarding their potential availability or fees. Please consult with the survey companies directly for this information.*

- Turning Point Surveying, PLLC (P) 919.781.0234 (Email) tpsurvey@ncrrbiz.com
- ECLS Global Inc. (P) 910.897.3257 (Email) CamilleL@eclsglobalinc.com
- Van R. Finch Land Surveys (Website) www.vrfls.com (P) 919.542.2503 (Email) van@vrfls.com

Please Note: If the property is a condominium unit, no survey will be performed. Therefore, at or prior to closing, you should review the recorded condominium plats and plans to be sure the condominium unit you think you are purchasing is actually the unit you have contracted to purchase. Your Realtor can assist you with obtaining copies of these documents and can help you review them.

You will need hazard insurance coverage in place prior to Closing. You will be responsible for locating an insurance agent to assist you with obtaining coverage. Once you have a copy, please forward a copy to our office and also provide a copy to your Lender (if applicable).

Presumably you have been provided copies of restrictive covenants applicable to the property by your Realtor or the Seller. If you have not been provided with a copy, you should request and obtain a copy to be certain your proposed use of the property is consistent with those restrictions. At this time, we are unable to provide you with a copy as we have not yet completed our title examination of the property and we do not have copies of any such restrictions. If you want us to obtain copies of the restrictive covenants for you, we will be glad to do so once we have completed the title examination. Please let us know if you want us to provide them to you; otherwise, we will assume you have already been provided with a copy.

Your Realtor will inform you of the date of your closing, as soon as we get it on the schedule. In the event you are unable to attend closing, please let us know as soon as possible. Allowing someone to sign on your behalf with a Power of Attorney is an option but, if necessary, your Lender (if applicable) must approve the document and grant permission to use it in advance of the closing. Any necessary document preparation must be completed as soon as possible.

Please Note: Our Firm does charge an additional fee to prepare a Power of Attorney; the charge will be paid at closing.

Our fee for that above closing service is **\$975.00**. In addition to the foregoing flat fee, you may also be responsible for payment of any expenses incurred by our Firm in connection with your closing or if other document preparation is necessary, such as a Power of Attorney. Any charges over and above the amount agreed above, will appear as a separate line item on the Closing Disclosure or Settlement Statement. All fees will be collected at the time of closing. **Please Note: Should your closing fail to take place, our Fee will be \$250.00, plus any fees we incur from your lender.**

****Re-Draw Fee: In the event that closing is postponed/rescheduled with less than 24 hours' notice a redraw fee of \$100.00 shall be assessed and will appear as a separate line item the Closing Disclosure or Settlement Statement.**

Approximately 7 to 3 days prior to closing, you will receive a Closing Disclosure or Settlement Statement from your Lender or from our Firm. With the most recent CFPB Regulations that went into effect, October 3, 2015, some Lenders will be preparing the Closing Disclosure and some will ask us to do so on their behalf. Regardless of who provides it to you, please note that it is imperative that you acknowledge to them that you and your Realtor (if applicable) have reviewed it, understand it, and whether any changes are necessary. Either way, please communicate with the person who provided it to you as soon as possible in order for us to be certain that we meet the 3-day rule that you have received and acknowledged so 3 days prior to closing.

Do you give our Firm permission to e-mail the Closing Disclosure or Settlement Statement directly to your Realtor? Yes No

The Closing Disclosure will provide you with the dollar amount of funds needed to close. Once the final Closing Disclosure has been provided to you, you will need to bring those funds to closing in the form of a certified or cashier's check made payable to **Western Wake Law Group Trust Account** if the amount is \$5,000 or less. ***If the amount due is more than \$5,000.00, we require funds to be delivered to us in the form of a wire transfer*** in order for us to comply with North Carolina State Bar requirements. If you wish to wire your funds to us, please contact our Office to request wiring instructions. **HOWEVER, BEFORE SENDING ANY WIRE, CALL OUR OFFICE AT (919) 677-9900 TO VERIFY THE INSTRUCTIONS YOU'VE RECEIVED FROM US. WE WILL NOT CHANGE WIRING INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER THAN WHAT YOU ORIGINALLY RECEIVED, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT OUR OFFICE IMMEDIATELY.**

DISCLOSURE: Pursuant to Title 17 NC Administrative Code Chapter 6, Subchapter B Rule .3906, every individual, fiduciary, partnership, corporation, or unit of government buying real property located in North Carolina from a nonresident individual, partnership, estate, or trust must complete Form NC-1099NRS to report the following: (1) seller's name, address, and social security number or federal employer identification number; (2) the location of the property; (3) the date of closing; (4) the gross sales price of the real property. This form, if applicable, must be filed with the NC Department of Revenue within 15 days of the closing date of the sale. Please contact the NC Revenue Department directly if this applies to you at www.ncdor.gov/guidance-information-reporting or at 1-877-252-3052. Please note that this is your responsibility and our office will not handle the filing of this form if applicable to your transaction.

Please remember that if you are married, your spouse will need to attend closing with you, regardless of whether they are purchasing the property or not. If they cannot attend you will need to contact us as soon as possible to have a Power of Attorney prepared ahead of time. As noted above, your Lender (if applicable) must approve the document and grant permission to use at closing in advance of the closing. We will need the original back to our Office prior to closing or delivered at the closing as the Power of Attorney must be recorded along with other documents.

Please remember to bring your Driver's License or some other valid form of picture ID with you to closing. We will request them upon arrival in order to make a copy for our records. Many documents being signed during the closing are required to be notarized and our Policy is to have a valid picture ID of any person whose signature we will be notarizing.

I have included a copy of this letter for your review, signature, and return to me in the postage-paid envelope. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy of this letter and return it to me.

By signing below, you are also confirming receipt of our Privacy Policy. Should you have any questions regarding your closing at any time, please do not hesitate to contact us. We will be glad to answer any questions you may have.

Sincerely, Western Wake Law Group	AGREED TO BY BUYER: _____ Date: _____
	Buyer _____ Date: _____ Buyer

Return by E-mail to: closings@westernwakelawgroup.com

Return by Fax to: 888-742-2095

Return by Mail to: Western Wake Law Group, 202 New Edition Court, Cary, NC 27511