



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

SELLER ENGAGEMENT LETTER

For many of us, the sale of our home can carry with it a wide range of emotions. Often sentimental, sometimes stressful, and always unique, we at **Western Wake Law Group** are sensitive to these facts and aim to provide you with the peace of mind that will hopefully go a long way toward alleviating any concerns you may have associated with your sale. 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. 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.

You will find below all of the information necessary to ensure a smooth and worry free sale of your property to the new Buyer/Owner. The Seller Information Sheet provided to your Realtor will provide us all of the information we will need to coordinate your side of the closing transaction.

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

1. Deed, Lien Waiver & 1099 Preparation - \$225.00	4. Pro-rated share of HOA Dues and Transfer Fees
2. Excise Stamps \$2/\$1,000 - based on Sales Price	5. Real Estate Commission
3. Pro-rated share of property Taxes	6. Payoff/Cancellation Fees

Please be aware that pursuant to the terms of your contract with the Buyer, you must provide documentation at or before closing that effectively transfers or conveys your interest in the property. Commonly referred to as a Deed. This document must be prepared in conformity with North Carolina Law to effectively convey title. North Carolina Law allows us to perform this service on your behalf, or you can make other accommodations to prepare the requisite documentation. In the event we are not providing this service, please provide the documents, or at least a copy of the documents, two days prior to closing for our review. In either case, please provide your preference on below so that we may plan accordingly. Our Fee for preparing the Deed, Lien Waiver and 1099 is **\$225.00**. **Do you want for our Firm, to complete the Seller Transfer Documents mentioned above for you?** Yes No

***NOTE: A Document Review & Coordination Fee of \$125.00 will be assessed to the Seller for transactions in which the Seller Transfer Documents referenced above are prepared by another law firm. ***

If you have an outstanding mortgage(s) on the property, as most Sellers do, we will handle obtaining the amount required to pay off the loan or loans. Such amount(s) will be itemized on the Closing Disclosure or Settlement Statement and will be reviewed with you at closing. A copy of the payoff statement will be provided to you at closing as well. Because you accrue daily interest on your loan, and because the amount of the payoff check is typically a fairly large amount, it is our practice to express mail or wire all payoffs to the mortgage company. Our fee to do so is **\$45.00** per payoff. We also charge a **\$45.00** cancellation fee to ensure proper cancellation of your mortgage in the public records.

It is our goal to locate a copy of your Prior Policy of Title Insurance. If you are able to provide us with a copy, please do so as soon as possible. If you are able to do so, we can obtain coverage for the Buyer and their 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. The benefit for the Buyer is that if we tack to a Prior Policy it will enable us to keep their cost lower by obtaining a re-issue rate (if the Prior Policy is less than 15 years old) while, also providing them full Title Insurance coverage for the themselves and their Lender (if applicable). If you have a copy of your Prior Policy, please e-mail it to closings@westernwakelawgroup.com or you may fax it to **888-742-2095**.

HOMEOWNERS ASSOCIATION DUES

Our office will order HOA invoices on the seller's behalf. These invoices are required for the sale of the property. However, some properties are subject to HOA management companies that charge an upfront fee payable at the time of the request and will NOT release HOA invoices or account statements until such fees are paid. In such cases, sellers will be required to prepay any applicable request fees **BEFORE** our office will request an HOA invoice. Our office will then order the HOA invoices through the mandated procedure and pay the fee for the request on your behalf, via the funds provided. If the property is subject to such an HOA Management Company, our office will contact you via email to make arrangements for the payment of the applicable request fees. Please note that these fees charged by HOA management companies are non-refundable and will not be refunded to you for any reason, even in the event the contract terminates or the sale falls through.

Please also note that most HOA management companies estimate 5-10 days for processing HOA invoice requests. Our office **MUST** receive all HOA invoices one week prior to closing. If we do not receive these invoices within that time frame, closing may be delayed. Please be mindful of this time constraint when coordinating prepayment of HOA request fees with our office.

Due to various factors outside our control, some HOA requests may require expedited requests for your HOA statements. In all cases, if expedited requests are needed, these companies will also charge a rush request fee in addition to their standard request fee. In such cases, Sellers will also be responsible for any additional expedited or rush request fees incurred in addition to those fees detailed in the preceding paragraph. In all events, Sellers are solely responsible for payment of any rush or expedited fee.

What is your Marital Status? Single, Married, Divorced, Separated, Widow/Widower, Unknown

Your Realtor will inform you of the date of your closing, as soon as we get it on the schedule. **Please Note:** If you are married but your spouse is not on the Deed, your spouse **will** still be required to sign Seller transfer documents to dissolve their marital rights! In the event you or your spouse 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, if necessary; if you need us to prepare one or more on your behalf, please contact us as soon as possible. **Please Note:** Our Firm does charge an additional **\$75.00** Fee to prepare a Power of Attorney; the charge will be paid at closing.

Authorization and Release

I/We hereby authorize **Western Wake Law Group** to obtain documentation relating to any and all current or past mortgages (if any), and any or all current or past title insurance policies, on the property located at: _____

I/We hereby authorize any current and past mortgage companies to release to **Western Wake Law Group**, any and all information and documentation requested. Such information includes, but is not limited to, payoff, per diem, escrow and lien release information. Furthermore, I/We hereby authorize **Western Wake Law Group**, to correspond with any current or past companies in all matters, including but not limited to: payoff confirmation, escrow, payoff shortages and lien releases and to accrue any charges. **Please Note:** If this loan is an **EQUITY LINE OF CREDIT**, this notice serves as a request to block ALL further advances from the Line of Credit, and to permanently close the Line of Credit once payment has been received. *A photocopy or fax of this document shall also serve as authorization to provide the information requested.*

How would you like to receive your proceeds?

I will pick up Check My Realtor will pick up my Check Please FedEx Check Please Wire to Attorney for a Subsequent Closing

If you would like your Check to be overnighted via FedEx, where to?

In North Carolina, the Closing Attorney is not allowed, under the current rules of the North Carolina State Bar, to disburse any funds, including the Seller's proceeds and/or the Realtor's commission, until the Deed and Deed of Trust are recorded in the County Register of Deeds office. This means that you will not get your proceeds check at the closing table. Please note that our office does not wire seller proceeds except for those instances in which the proceeds need to be transmitted to another attorney's office for a subsequent closing. Please have the other closing attorney forward our office their wire instructions via fax (888-742-2095) or secure email (closings@westernwakelawgroup.com). Our office will not accept wire instructions transmitted via unsecure email.

We will e-mail you and your Realtor a copy of the Closing Disclosure and/or Settlement Statement as soon as we have it prepared. If you require any changes to it, please let us know as soon as possible. If you are required to bring cash to closing, funds must be in the form of a certified or cashier's check made payable to **Western Wake Law Group Trust Account** 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.

Any changes in payee made after a check has been printed will result in a \$25.00 fee to void out and print a new check. This fee will be deducted from the funds being held by our office.

Please remember to bring your current, valid, Driver's License or some other form of Federal or State issued 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 picture ID of any person whose signature we will be notarizing. *****NOTE:** Forms of identification shall not be expired. If an expired form of identification is presented, our office will be unable to notarize your documents until such time that an unexpired photo ID is presented.

Seller acknowledges and understands that Western Wake Law Group is the closing attorney of the Buyer and not the Seller and that no attorney-client relationship exists between this Firm and the Seller. Seller is encouraged and accepts that they have had ample opportunity to obtain their own counsel.

Seller acknowledges that there may be times that, in preparation for closing, Western Wake Law Group may have to cover certain fees in advance that the seller is responsible for at closing. This includes but is not limited to HOA certification or transfer fees. In the event that the offer to purchase contract is terminated, Seller expressly agrees to reimburse Western Wake Law Group for any such expenses incurred. In such an event an invoice will be provided to Seller.

I have included a copy of this letter for your review and signature. 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 this letter and return it to our Office as soon as possible.

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	<p style="text-align: center;">CANNOT BE E-SIGNED, MUST BE HAND-SIGNED</p> <p>AGREED TO BY SELLER:</p> <p>_____ Date: _____ Seller</p> <p>_____ Date: _____ Seller</p>
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Return by E-mail to: closings@westernwakelawgroup.com – Attn: Liz Suzanne, Legal Assistant

Return by Fax to: 888-742-2095

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