

CITY OF OAKS LAW

2021 Fairview Road
Raleigh, NC 27608

POST OFFICE BOX 6356
RALEIGH, NC 27628- 6356
www.cityofoakslaw.com

TELEPHONE: 919- 578- 3075
FACSIMILE: 919- 573- 0806
EMAIL: jon@lawofficejwa.com

Re: Closing on the Sale of Your Home

Dear Sir or Madam:

Congratulations on contracting to sell your home! I represent the buyers and will close the transaction on their behalf. I will also prepare your deed, lien waiver, and all other documents required to close the transaction when requested.

You may hire your own legal representation, if you desire. Otherwise, I will handle the preparation of your documents and answer basic questions about the transaction for the stated fees on this letter and seller information form. Please note that I am not your lawyer or your tax professional and will be able to answer only limited questions from you about the meaning and effect of the documents.

Please complete the seller information sheet and an authorization letter for each mortgage on the property. Please be sure to include contact information for your homeowners' association property manager (e.g. CAS, PPM, Talis Management, HRW etc.). **Your marital status, loan number, and social security number are also crucial to completing the transaction.** If you do not know the answer to a question, write not known and return the information sheet. We will contact you if necessary. The seller information sheet does not require a notary. The deed and lien waiver will.

Your spouse must sign the deed and lien waiver even if they are not on title. This is a special North Carolina rule where all spouses have an interest in real property.

The closing is customarily scheduled by the buyer. You may sign at the closing or schedule a time to sign your documents with my office. The closing documents can be prepared in advance of the closing for a small fee (i.e. \$50.00) charged in our discretion. You may also sign these documents with any notary available to you as long as you deliver the originals before the closing. Please send with tracking information, keep a copy, and email or fax the fully executed documents.

A settlement statement will be prepared before the closing. **Your proceeds will not be available when you sign. Your proceeds will be available once the deed is recorded, which generally happens later on the day of closing or next day. Wires are typically sent at the end of the day.** Please consider using our firm to close your purchase if you need your proceeds to purchase another home.

The customary charge for seller document preparation is \$175.00, each mortgage payoff requires a fee of \$25.00, and receipt of a wire for seller proceeds is \$35.00. Postage on shipping is collected on estimated amounts.

Please let me know if there are any questions or concerns that you have,

Sincerely,



Jonathan W. Anderson

Enclosure

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Seller Information Sheet

Please complete this form to the best of your ability. If not applicable, please write "N/A." IMMEDIATELY return this form to the paralegal assigned to your file. Any incomplete information WILL DELAY closing.

Property Address: _____

Closing Date: _____

BUYER NAME(S): _____

SELLER NAME(S): _____

(Provide name of spouse if individual seller is married; Even if your spouse is not on title, your spouse MUST sign the deed and lien waiver)

MAILING ADDRESS: _____

(Forwarding Address)

Is the Seller a Trust? Yes No?

If the Seller is a Trust, a Trust Certification is require to be recorded pursuant to N.C.G.S. § 36C-10-1013. Please attach a copy of the Seller's Trust Certification

If the Seller wants our firm to draft the Trust Certification, please attach a copy of the Seller's Trust. ****There will be an additional \$50 attorney fee for the document, and the Register of Deeds will charge \$26 to record it****

Is the Seller a Corporation? Yes No?

If yes, in what state is it incorporated? _____

Please attach a copy of the corporation resolution authorizing the conveyance of the property, a copy of the corporate articles or bylaws to verify the authority of the officers of the transaction, and a certificate of good standing.

Is the Seller a LLC? Yes No?

If yes, in what state is it incorporated? _____

If yes, please attach a certificate of good standing, articles or organization, list of managers or members from last filed annual report, a Company Resolution signed by all members of the LLC approving the sale of the property and appointing a specific individual to sign closing documents on behalf of the LLC and certification that no event of dissolution has occurred.

If the Seller wants our firm to draft the Company Resolution, please let us know here. ****There will be an additional \$25 attorney fee for preparation of the document****. If not, please provide a copy of the Company Resolution.

Is an Estate involved? Yes No?

If yes, is the Estate open or closed? _____

****Additional fees may apply for the preparation of seller documents involving an estate****

Was property being sold the seller's primary residence? Yes No?

Seller Telephone: _____

Seller Email: _____

Marital Status: _____

If separated, has there been a Separation Agreement or Free Trader Agreement prepared & recorded? Yes No?

Social Security Numbers: _____

(Required for ALL INDIVIDUAL SELLERS for IRS reporting & obtaining payoffs)

First Mortgage Lender: _____

Loan No.: _____

Phone: _____

Approximate Balance: _____

(Attach a statement if available)

Second Mortgage/Equity Line:

Loan No.: _____

Phone: _____

Approximate Balance: _____

Third Mortgage/Equity Line/Lien: _____

Loan No.: _____

Phone: _____

Approximate Balance: _____

(Please continue to list all liens against the property along with contact information for payoff)

Any Other Judgments or Liens to be paid at closing? Yes No?

Lender/Creditor Name: _____

Lender/Creditor Telephone Number & Email address: _____

Account Number (if any): _____

Name of Borrower/Debtor: _____

File Number (if any): _____

Current Title Insurance Company: _____

*****MUST HAVE*** HOMEOWNERS ASSOCIATION
(PROVIDE MANAGEMENT COMPANY INFO):**

Telephone: _____

If association is self-managed, provide name/telephone/email of President or Treasurer

WILL SELLER(S) ATTEND CLOSING? Yes No?

If not, please note that (1) if the documents will be executed somewhere other than our Firm, we must receive a copies of the executed documents at least one business day prior to the closing **and the originals no later than the scheduled closing time**; (2) if the documents will be executed at our Firm at a time other than the scheduled closing time, a separate date and time must be scheduled for the execution of the documents (walk-ins are not allowed); (3) an additional fee may be required if an attorney is required for documents prepared in advance of the closing time; and (4) seller must still be available the day of closing in the event additional documents must be emailed for signature and returned on the day of closing.

SHOULD THIS LAW FIRM PREPARE THE SELLER'S DEED? Yes No?
(\$175.00 base charge to seller)

If not, please provide the following documents to our office at least three business days prior the closing: (1) deed, (2) appropriate lien waiver(s), (3) 1099 or 1099S, (4) marital affidavit, (5) FIRPTA and (6) any document necessary to effectuae the transfer from a Seller who is not an individual (i.e., a corporation, LLC, Estate, Trust etc.).

Pursuant to the North Carolina Rules of Professional Conduct, this shall serve as notice that any documents prepared by this Firm on behalf of the Seller are prepared to protect the interests on our clients, the Buyer. As our Firm represents the Buyer in this transaction, we cannot provide legal advice to the Seller. Should any questions arise concerning the legal significance of the documents prepared, the Seller is encourage to seek separate legal counsel.

Is there an existing survey of the property? Yes No?

If yes, please fax or email copy

Home Warranty: _____

Seller Pay at Closing: _____

To be Ordered by: _____

INVOICES TO BE PAID AT CLOSING - MUST BE ATTACHED

If an invoice to be paid at closing is not immediately available, please forward to our office as soon as possible. Invoices received within one week of closing may result in a delay of closing or payment outside of closing.

Are there any other seller expenses to be paid at closing? Yes No?
(e.g. buyer's closing costs, repairs, marketing fees, etc)

HOW WOULD YOU LIKE TO RECEIVE YOUR SELLER PROCEEDS?

Wire _____ Mail Check _____ Hold for Pick Up _____

*There is a \$35 Wire Transfer Fee associated with receiving proceeds via wire**

If a wire, the original Wire Transfer Information form must be returned with the original executed seller document with a copy of a "VOID" check. If you choose to email this document, our staff has been directed not to wire the funds until they have confirmed with you via the telephone the accuracy of the instructions, and this may delay the disbursement of your proceeds

ARE SELLER PROCEEDS TO BE DISTRIBUTED OTHER THAN EQUALLY BETWEEN THE OWNERS?

If yes, please state here the distribution to be reflected. All Sellers will be required to sign, a "Proceeds Disbursement Agreement" in the presence of a notary. **** There will be an additional \$25 attorney fee for preparation of the document****

Listing Agent Name and Agency: _____

Selling Agent Name and Agency: _____

TOTAL COMMISSION: _____ % SPLIT: LA _____ SA _____

Realtor Transaction Fee:

WHO IS HOLDING THE EARNEST MONEY? _____

WILL EARNEST MONEY BE RETAINED? Yes No?
(only applicable if held by real estate agent)

Best Contact Information to Reach Listing Agent: _____

RETURN TO: By email: jon@lawofficejwa.com
 By fax: 919-573-0806
 By USPS: PO Box 6356, Raleigh, NC 27628
 By hand: 2021 Fairview Road Raleigh, NC 27608

****PLEASE SIGN THE BELOW LETTER OF AUTHORIZATION WITH A "WET" SIGNATURE AND DO NOT USE ANY ELECTRONIC SIGNATURE****

FAILURE TO SIGN THE LETTER OF AUTHORIZATION WITH A "WET" SIGNATURE MAY RESULT IN A DELAY IN RECEIVING YOUR PAYOFF.

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LETTER OF AUTHORIZATION

Lender
Loan Number:
Phone No:
Fax/Email:
Property Address:

I authorize Lender-to release to City of Oaks Law any and all information, including payoffs, principal or escrow/impound balances, foreclosure dates, and any other pre-foreclosure information that they may require about my loan for the above referenced property.

Should there be any question as to the authenticity of this document you may contact me at the information provided below so I may confirm that I have given these parties permission to speak to you on my behalf. This letter of authorization is to remain in effect throughout the life of the loan, or until retracted by myself.

I further request and direct that lender (i) terminate the borrower's right to obtain advances under the borrower's equity line of credit; (ii) apply all sums subsequently paid by or on behalf of the borrower in connection with the equity line of credit to the satisfaction of the equity line of credit and other sums secured by the related security instrument; and (iii) when the balance of all outstanding sums secured by the related security instrument becomes zero, satisfy the security instrument as a matter of public record pursuant to G.S. 45-37.

This law office is responsible for disbursing funds in connection with the sale of the property or a new loan secured by the property. A requirement of the sale or new loan transaction was that the property be conveyed or encumbered free and clear of the existing mortgage or deed of trust.

As permitted by North Carolina law, we are sending the enclosed request to your lender asking that your equity line of credit be terminated. Our reason for making this request is to ensure that the mortgage or deed of trust on the property will be cancelled once your equity line of credit is paid in full.

When your lender receives our request, your lender will terminate and close your equity line of credit, and you will no longer be able to obtain credit advances. However, termination of your equity line of credit will not release you from liability for the account. All sums your lender subsequently receives in connection with your equity line of credit (including any sums we send to your lender in connection with the closing of the sale of the property or the new loan) will be applied by your lender to the satisfaction of your account. When the balance of your account becomes zero, your lender will be required to cancel the mortgage or deed of trust as a matter of public record

X _____

Borrower Signature and Date

Borrower Full Name

Social Security Number

Phone Number

WIRE TRANSFER INFORMATION

PLEASE SUPPLY THE FOLLOWING INFORMATION FOR A WIRE TRANSFER

BENEFICIARY BANK:

NAME: _____

BANK ADDRESS: _____

CITY: _____

COUNTRY: _____

Wire Routing Number: _____

(this number is often, but not always the routing number on your check)

BENEFICIARY ACCOUNT NAME: _____

BENEFICIARY ACCOUNT NUMBER: _____

ADDITIONAL BANK INFORMATION (E.G., INTERMEDIARY BANK INFO)

Prepared By: _____ Phone No. _____

Note: Any missing/incorrect information will cause a delay in processing your wire.

You must also include a voided check,
bank statement, or bank employee contact
information to verify account.