

THE WOOD LAW FIRM, P.A.

2700 COLTSGATE ROAD, SUITE 203
CHARLOTTE, NORTH CAROLINA 28211

TELEPHONE (704) 365-1046

FACSIMILE (704) 365-1047

Re: Sale of _____ (the "Property")

Dear _____:

Please be advised that this firm has been engaged by the Buyer to act as the Closing Attorney for them in connection with their purchase of the subject property. As the Closing Attorney, we are not acting as your legal counsel in this transaction; however we do have a fiduciary responsibility to all parties involved. Please be advised that you may choose to retain legal counsel to advise you in this transaction. Pursuant to the rules promulgated by the North Carolina State Bar, we may conduct the Closing without you retaining separate counsel so long as there is no conflict of interest. As such, I would like to take this opportunity to tell you what you can expect from closing process and from our firm.

As the Closing Attorney, based upon all of the information we presently have, it is our conclusion that the interests of the Buyer and Seller in connection with subject property are aligned and that we can manage the potential conflict of interest between Buyer and Seller in connection with Buyer's purchase of the subject property from Seller. We have considered whether there is any obstacle to our representation of Buyer and Seller in the closing of the subject property and we do not believe that there is. In the event a conflict should arise between Seller and Buyer, we will withdraw from representing all parties to the transaction.

Unless explicitly stated in writing, the buyer is our client and we do NOT represent you, the seller, in this transaction. We advise you to seek legal assistance. No member of our firm can give you legal advice other than to obtain independent counsel of your choice. As an accommodation to you, we are permitted to prepare the documents that you will need to sign at closing, such as the Settlement Statement, Deed and Lien Waiver. The drafting of these documents does not create an attorney-client relationship. We will prepare the documents consistent with the specifications of the purchase agreement. If the purchase agreement does not indicate specifications, we will prepare the documents to advance the interests of the buyer. We will prepare those documents for you at a typical document preparation fee of \$375.00. Any additional documents needed, such as a Power of Attorney, typically will be drafted for a fee of \$150.00. We will contact you if the circumstances require additional fees. You also have the choice of retaining your own attorney to draft your documents. In that event, please have the attorney send all necessary documents (at minimum, a deed and lien waiver) to our office at least 3 business days prior to closing for our review and possible changes. There will be a \$150 coordination fee charged for our office to correspond with and work with your attorney of choice to exchange information, and if necessary, order payoffs and obtain an HOA certification, among

other things. If you are doing a 1031 Exchange, there will be an extra \$200.00 fee for work related to the exchange. Call us as soon as possible if this is a 1031 exchange. If we have to research to cancel old Deeds of Trusts, there will be a minimum \$250.00 fee for each Deed of Trust that we need to address. In the event that the transaction fails to close through no fault of ours after we have drafted your documents or reviewed the documents drafted by your attorney, our fee, as indicated above, will be due immediately from you.

We are responsible for conducting the title examination of the property, ensuring that the deed of conveyance and the loan documents have been properly executed, that the closing funds are properly received and disbursed pursuant to the Settlement Statement to be prepared by us and reviewed by you at closing, that the survey (if one is requested by the buyer) is ordered and reviewed by us prior to closing, and that the deed and deed of trust (mortgage) are duly recorded and that the owners' and lender's policies of title insurance are issued and delivered. We will furnish payoffs of the outstanding liens, along with cancellation of lien instructions to the proper creditors; however, in the event the creditor does not comply with our cancellation instructions we will not pursue the creditor without being further retained by the buyer or seller.

Paragraph 8(e) of the North Carolina Offer to Purchase and Contract, has placed a legal duty on the Seller to ensure that all prior deeds of trust are cancelled of record. The North Carolina State Bar does not place the duty of cancellation on the Closing Attorney because the banks are required to cancel a Deed of Trust which is paid in full within 60 days of receiving payment in full. **OUR LAW FIRM WILL NOT TAKE ANY ACTION BEYOND SENDING AN INITIAL LETTER OF REQUEST.**

Once again, our standard seller document preparation fee for a standard purchase is \$375.00. If we are required to perform additional services beyond those described herein, we will charge extra for them. Without limiting the definition of "additional services", examples would be preparation of a subordination agreement or release deed, powers of attorney or any other documents. Out-of-pocket expenses such as the deed of trust cancellation fees, overnight fees and recording fees, are not included in our standard document prep fee. **Due to the increase in wire fraud, we are no longer able to wire seller proceeds.**

Certain charges on the HUD-1 Settlement Statement, including but not limited to overnight/courier and recording fees, may not reflect the actual costs and in fact may be more than the actual costs to the settlement agent. The additional amount(s) may vary and are to help cover the administrative aspects of handling the particular item or service. I/we hereby consent to and accept the above-referenced up-charges.

NOTE, IF FUNDS ARE DUE FROM YOU AT CLOSING, WE WILL REQUIRE SAID FUNDS TO BE WIRED TO OUR TRUST ACCOUNT, UNLESS YOU RECEIVE PRIOR AUTHORIZATION TO REMIT CERTIFIED FUNDS. The North Carolina Good Funds Settlement Act requires: The settlement agent shall not disburse any of the closing funds prior to the recordation of any deeds or loan documents required to be filed by the buyers' lender, and verification that the closing funds used to fund disbursement are deposited in the settlement agent's trust or escrow. Settlement agent shall not cause a disbursement of settlement proceeds unless those settlement proceeds are collected funds.

The disclosures contained herein are intended to meet our exceed obligations imposed by RPC 210 and 97 FEO 8 promulgated by The North Carolina State Bar.

Thank you again for your interest in this firm. I look forward to meeting you soon.

Sincerely,
The Wood Law Firm, P.A.

Andrea S. Wood
Attorney at Law

ACKNOWLEDGED:

Seller

Date

Seller

Date