

5660 Six Forks Road, Ste 104  
Raleigh, NC 27609

Phone: (919) 847-1228

Fax: (919) 847-1280

## SELLER ENGAGEMENT LETTER

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

Our Firm has been retained by the Buyer of your home to handle the closing. We are sensitive to the fact that this can be a stressful endeavor for you as the Seller and towards that end, we will need to gather certain information from you to assist in making the process go smoothly. Our legal representation of you as the Seller is limited to the preparation of your General Warranty Deed and Lien Waiver Affidavit should you choose for us to prepare these on your behalf. The closing in North Carolina is typically not an adversarial process but if you choose you can hire your own legal counsel to represent you and/or prepare the Seller documents required of you. If you have any questions about this letter or any of its provisions, do not hesitate to contact us. Otherwise, this letter and the attached Privacy Policy will represent the terms of our engagement. We request that you please sign and return to our Office at your earliest convenience.

Our Fee for preparing the Deed and Lien Waiver is \$200.00. **Would you like our Firm to complete the Seller Transfer Documents mentioned above on your behalf?**  Yes  No

**Please Note:** *Should your closing fail to take place, you will be liable for the HOA Management Company Verification Fee.*

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. 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 per payoff. We also charge a \$50 cancellation fee to ensure proper cancellation of your mortgage in the public records. If a release deed is required, we will charge a \$100.00 document prep fee for this.

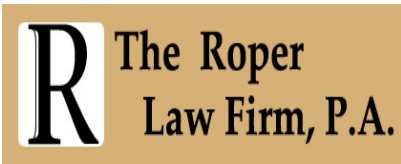
Payoff figures on the Settlement Statement are based on a written statement provided to us by your Lender and are subject to change without notice. Roper & Associates, P.A. will receive a payoff quote from the Lender(s) being paid off from the proceeds of this real estate transaction. We rely on the information given to us by the Lender to calculate an accurate payoff amount. Mistakes and errors sometimes occur in the presentation of payoff funds. For example, the receipt of the payoff may be delayed due to the overnight delivery carrier, the payoff amount quoted may not include a recent draw taken on an equity line of credit, a payoff may take into consideration a payment that is later dishonored, etc.

The undersigned agrees to immediately render to The Roper Law Firm, P.A. any funds that are deemed necessary to cure any payoff shortage. Roper & Associates, P.A. agrees to remit the payment to the appropriate Lender. Any disputes with regard to a payoff should be taken up directly between you and your Lender after remitting the sums deemed to be a shortage to Roper & Associates, P.A. In the event a payoff amount results in an overpayment made to the payoff Lender, it is your sole responsibility to follow-up with said Lender for a refund of the overage.

### **Authorization and Release**

I/We hereby authorize The Roper Law Firm, P.A. Attorneys at Law to obtain documentation relating to any and all current or past mortgages (if any) on the property located at: \_\_\_\_\_

I/We hereby authorize any current and past mortgage companies to release to The Roper Law Firm, P.A. 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 The Roper Law Firm, P.A. to correspond with any current or past companies in all matters, including but not limited to: payoff confirmation, escrow, payoff shortages and lien releases



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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.*

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 full Title Insurance coverage for the buyer and their Lender (if applicable). If you have a copy of your Prior Policy, please e-mail it to [packages@roperlaw.net](mailto:packages@roperlaw.net) or you may fax it to (919) 845-1043.

**Please confirm if you are currently involved in a Bankruptcy Proceeding:**  Yes  No

If you are married but your spouse is not on the Deed, your spouse **will** still be required to sign Seller transfer documents because of marital rights acquired under NC Statutory Law. 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 \$200.00 Fee to prepare a Power of Attorney. The charge will be paid at closing on the Settlement Statement.*

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

**How would you like to receive your proceeds?**

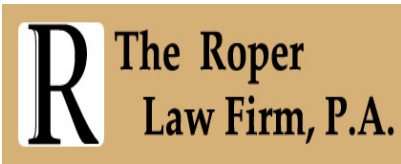
- I will pick up a Check  My Realtor will pick up my Check  Please mail my Check (Regular mail – no charge)   
 Overnight Mail (Overnight Fee - \$45.00)  Wire to my Bank (Wire Fee - \$45.00) **PLEASE NOTE WE WILL NOT SEND INTERNATIONAL WIRES**

If you would like your Check to be Mailed, where to? \_\_\_\_\_

If you would like your Funds to be sent via wire to your Bank, you will be required to provide Wiring Instructions to our Office no later than 2 hours prior to the closing. All Wiring Instructions can be sent via e-mail to [packages@roperlaw.net](mailto:packages@roperlaw.net) or you may fax them to (919) 847-1280. Wiring Instructions must be provided by a Seller in the transaction. Please include a copy of Driver’s License for the person e-mailing or faxing the Wiring Instructions. If you choose to provide a copy of check at closing, we will require that any Seller who is requesting us to wire funds provide us with a copy of a cancelled check with a Cell Phone Number for each Seller written on the check. Our Office will call to confirm you want your proceeds to be sent via wire, please provide us with the best number for us to use for wire verification purposes:

\_\_\_\_\_ 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 receive your proceeds check at the closing table.

**PLEASE NOTE: PROCEEDS CHECKS ARE ISSUED FROM OUR TRUST ACCOUNT. YOUR FINANCIAL INSTITUTION’S BANKING POLICIES MAY OR MAY NOT REQUIRE A HOLD PERIOD FOR THE FUNDS.**



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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 The Roper Law Firm P.A. Attorneys at Law 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. **Do you give our Firm permission to e-mail the Closing Disclosure or Settlement Statement directly to your Realtor?**  Yes  No

Our Firm will work diligently with all parties involved with the real estate transaction to ensure that all costs are properly documented, funds accounted for, collected, and disbursed accordingly. Despite all best efforts, on occasion there may be di minimis variances which remain at the conclusion of the transaction. If this does occur you agree to waive the firm's obligation to return any amount totaling \$10.00 or less and the firm agrees not to request additional payment from you for items totaling \$10.00 or less.

Please remember to bring your Driver's License or some other 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 picture ID of any person whose signature we will be notarizing.

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.

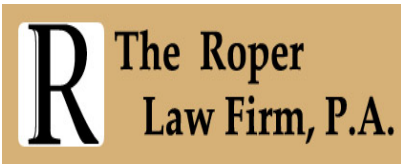
Should you have any questions regarding your closing at any time, please do not hesitate to contact your assigned paralegal at: [packages@roperlaw.net](mailto:packages@roperlaw.net). We will be glad to answer any questions you may have.

<p>Sincerely,</p> <p><b>The Roper Law Firm, P.A.</b></p>	<p><b>AGREED TO BY SELLER:</b></p> <p>_____ Date: _____</p> <p>Seller</p> <p>_____ Date: _____</p> <p>Seller</p>
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Return by E-mail to [packages@roperlaw.net](mailto:packages@roperlaw.net)

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### **PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Roper & Associates, P.A. Attorneys at Law

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffer and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.