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Taylor Law, PLLC
www.taylorlawpllc.com

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(PH)704-461-8785 (Fax) 980-990-2001

Completed forms may be sent to your closing paralegal or contracts@taylorlawpllc.com

PROPERTY ADDRESS:

Was this your primary residence? Yes No

Full legal names (first, middle, and last) – If property is vested in an entity or trust, *provide signing authority documentation (i.e Operating Agreement for LLC, copy of Certificate of Trust) and show the proper legal name of your entity.*

Seller 1: _____

FORWARDING ADDRESS:

Street: _____

City: _____, State _____ Zip: _____

Marital Status: _____ Spouse's Name: _____

Phone number: _____

Email address: _____

Are you a US Citizen? Yes No

Social Security # or Tax ID # or Employer ID #: _____

*You may call the office if you prefer to provide your social by phone.

Seller 2: _____

FORWARDING ADDRESS:

Street: _____

City: _____, State _____ Zip: _____

Marital Status: _____ Spouse's Name: _____

Phone number: _____

Email address: _____

Are you a US Citizen? Yes No

Social Security # or Tax ID # or Employer ID #: _____

If you are not a U.S citizen and have a Green Card → provide our office with an unexpired copy prior to closing.

If not, please contact our office IMMEDIATELY as we may be unable to conduct this closing.

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CLOSING ATTENDANCE:

Will all sellers attend closing? **YES** **NO**

*Additional \$50 fee will apply if any Seller comes in to sign documents outside of the scheduled closing.

➤ **If attending the closing, all sellers will need to bring an UNEXPIRED, SIGNED, GOVERNMENT-ISSUED PHOTO IDENTIFICATION**

➤ **If NOT attending the closing, how would you prefer the documents be sent to you?**

Seller closing documents must be wet signed in the presence of a notary and all originals returned to our office prior to the closing date

Email _____ *\$150 fee for emailed copies (MUST BE printed and signed with notary)

Overnight Address: _____ *\$300 fee for hard copies sent via UPS/Express Mail

Power of Attorney? **YES** *if you have a current Power of Attorney, please send to our office with the information sheets for review.

If yes, full legal name of appointee: _____

The original wet signed Power of Attorney MUST be returned to Taylor Law for recording.

HOMEOWNERS ASSOCIATION:

Management Company Name and Phone: _____ (If none, please specify)

Is there more than one HOA or a Master HOA? [] **YES** [] **NO**

Homeowners Association: _____

Management Company Name and Phone: _____

Check if non-applicable

EXISTING MORTGAGE INFORMATION:

PLEASE NOTE: Taylor Law will not accept payoff letters from you, the seller, as we must receive them directly from your lender. All payoffs will be wired or overnighted after the deed is recorded.

****a copy of the payoff statement will be provided at closing****

Third Party Authorization Form must be completed by all borrower(s)

If Home Equity Line, third party freeze letter must be completed by all borrower(s)

(a) 1st Mortgage Lender (Name): _____

Phone: _____ Loan #: _____

2nd Mortgage Lender(Name): _____

Phone: _____ Loan #: _____

(b) Home Equity Line Lender (Name): _____

****Taylor Law will require this information to be completed even if you have a ZERO balance.**

Phone: _____ Loan #: _____

If there are any additional payoffs that need to be collected as part of closing, please contact our office.

***if you receive communication that your mortgage lender will be/ has released any escrow funds → contact our office**

***if you receive communication that your mortgage lender has changed names, loan number, etc → contact our office**

GENERAL QUESTIONS: **If you answer yes to any of these questions, please contact our office to discuss immediately.

1. Has the seller entered a forbearance, loan modification agreement, or made any recent change to their scheduled payments with their lender? (this does not include a change in escrows)
Yes No

 2. Has the seller EVER filed for bankruptcy in any state?
If yes, please provide bankruptcy case number: _____
Yes No
 3. Have any improvements totaling \$1,000 or more been completed on the property by someone on the property by someone whom you have contracted within the last 4 months?
Yes No
 4. Have improvements been contracted for or made in the past 4 months in excess of \$30,000
Yes No
 5. Is there a mobile home or manufactured home on the property?
Vin or Serial Number: _____
Yes No
- Do you have the original title: Y / N

IDENTIFICATION REQUIREMENTS:

**An unexpired, signed, government-issued photo ID must be provided for each seller including spouses for notary purposes.

Closing documents must be signed with the name that appears on your government issued ID. Failure to provide our office with a copy of a government issued ID prior to closing could cause delays in closing.

***If a recent name change → please notify the closing paralegal prior to closing.**

REPRESENTATION/ DEED & LIEN WAIVER (Initial One Below):

I would like Taylor Law, PLLC to prepare seller documents including a deed and lien waiver. I will pay a \$450 fee for preparation of seller documents, and a \$50 overnight fee per payoff. If your closing transaction is being conducted WITHOUT any real estate agents, an additional \$100 fee will be added to the seller attorney fee.

***PLEASE NOTE: The preparation of these documents is an accommodation for the Buyer and does not create an attorney/ client relationship between Taylor Law, PLLC and the Seller. We reserve the right to do any work for any seller in our sole discretion at any time. Please see below for further clarification**

I will have my own deed, lien waiver, and other seller docs prepared by my own attorney and executed at a place other than the closing firm. The closing firm will be responsible for obtaining any statements needed to prepare the final settlement statement, including but not limited to HOA Statements, Judgements, Mortgage Payoffs, and UCC Payoffs.

If Taylor Law is responsible for obtaining or drafting any documents needed for closing. By initialing here, I understand and consent to a \$150 transaction fee paid to Taylor Law, PLLC.

Name of attorney: _____ Phone: _____

****If a seller must bring funds to closing and they are in excess of \$10,000, the funds must be wired to Taylor Law, PLLC. Our office will not accept or receive any ACH deposits or transfers.**

TAXES:

Please be aware that the County Tax Assessor's office has the statutory authority to bill for rollback/ discovered/ revaluation taxes up to five years in arrears. Neither the Closing Firm nor the lender for Buyer(s), if any, will escrow any funds to address any additional tax liability except for rollback taxes that may result from such assessments. Seller agrees to waive and hold harmless Closing firm from any claims arising from additional tax liability. Seller further

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agrees to be solely responsible for payment of any such additional tax liability resulting from the time during which he owned the property and agrees to pay any additional taxes due within a reasonable period of time after receipt of notice of said liability, and in any event prior to the imposition of any penalties, late charges, or interest for non-payment. Additionally, tax proration shall be based upon the most recent tax information available, including assessed values and rates. No post-closing adjustments will be made.

CHECKS ISSUED AT CLOSING:

We often issue checks for small amounts that are not cashed. Our policy is that any check under \$20.00 that is not cashed within 180 days of closing will be voided. That amount will then be donated to a charity of our choice. By closing with our firm, you are agreeing to allow us to send these amounts to a charity if you do not cash your check within 180 days. If you do not agree to this, please let us know in writing so that we can note this on your file. Again, this only applies to amounts under \$20.00.

To opt out of this provision, initial here: _____

MARITAL STATUS REQUIREMENTS:

- *IF divorced → provide a copy of divorce decree.
- *IF married → spouse(s) **must attend** closing.
- *IF married & government issued ID is not changed → plan to sign documents as your name appears on your government issued ID.
- *IF separated → provide supporting documentation i.e. Free trader, Separation agreement, memorandum, etc (one of these documents must be recorded on or before closing or it will cause delays in your closing date.)
- * IF widowed → provide a copy of the death certificate.
- *IF an estate has been opened → provide estate file number and/or attorney contact information.
- *IF a prenuptial agreement is in place → provide a copy to our office.
- *If a free-trader is already in place → provide our office with the recorded copy.
**free-trader agreement = document prepared for the purpose of waiving party’s rights as to real estate and creating a right to obtain real estate independent of the other party.

SELLER NON-REPRESENTATION:

Taylor Law, PLLC, does not represent the seller; however, the North Carolina State Bar Ethics Rules allow us, as real estate closing attorneys, to prepare the documents to convey the title and transfer the funds for you as seller(s). The fees for preparation of the documents are as disclosed above.

The Bar also allows us to complete title curative work. Title curative work is work done when an issue with your title to real property is discovered that may prevent you from conveying marketable title. We will contact you in the event that a title issue is revealed by your chain of title and confirm whether you would like us to cure the issue. You may also retain your own, independent counsel at any time to assist you with either curative work or in preparation of the documents necessary to effectuate the transaction or for any legal advice that you may deem necessary in your situation. Taylor Law, PLLC, cannot give you legal advice. If you elect to allow us to complete title curative work, our fee is \$325.00 per hour. Title curative work is usually not necessary, but, if it is, we want you to know what to expect upfront.

As a seller of real property in North Carolina, you should make every effort to attend closing. In order to effectuate the sale of your property, there are certain documents that you must sign in the presence of a notary. Moreover, there is less room for error if you are physically present at closing. Additionally, it is much more cost effective. However, if you cannot attend closing, please contact our firm as soon as possible but in any event no less than two weeks prior to closing, so that arrangements can be made.

On the day of closing, due to the North Carolina Good Funds Settlement Act, funds will not be disbursed at the closing table. Upon receipt of good funds from the buyer and their lender, if applicable, the deed and other loan documents will be sent for recording to the Register of Deeds where the property is located. The title will be updated, and assuming there are no adverse conveyances, the documents will be recorded. *Once recording has occurred the funds can be released to the Seller. Typically, closings that occur in the morning are recorded in the afternoon, and closings that occur after 3pm are typically recorded the next day. As such, Seller’s should plan accordingly for receipt of their funds.*

We will make every effort to expedite this process, however Taylor Law, PLLC makes no representation as to the time frame for disbursing any funds from this transaction. We will make every effort to disburse and record on the same day, however we cannot and will not guarantee same day disbursement. Please schedule related transactions, write checks and schedule closings accordingly – NO EXCEPTIONS TO THIS LAW CAN BE MADE.

In order to expedite the timely disbursement of all funds, we will call you when your funds are ready for pickup. Please do not call (or have any third parties call) our paralegals or make a trip to our office until you receive a phone call from our office.

Taylor Law, PLLC will not advise the Seller to release keys until all documents are recorded on the public record. In the event Seller elects to release keys prior to recording, it shall be at its own peril and risk. Nothing in this document shall be construed as Taylor Law, PLLC advising to release keys prior to Closing as defined in the NCAR 2T Offer to Purchase Contract. **TAYLOR LAW WILL NOT HOLD KEYS.**

SELLER FEES:

Seller Attorney Fee \$450

Seller Attorney Fee with no agents \$550 (if applicable)

Payoff(s) \$50 per payoff for mailing or wiring fees (if applicable)

Mail away Fees \$300/\$150 for email (if applicable)

Power of Attorney Fee \$281 which includes recording fees (if applicable)

An additional fee of \$250 will be charged for the following: (1) properties with a deceased owner in the recent chain of title, (2) 1031 exchanges, (3) 5 or more sellers, (4) property in bankruptcy, (5) mobile home transfers.

***If a seller must bring funds to closing and they are in excess of \$10,000, the funds must be wired to Taylor Law, PLLC. Our office will not accept or receive any ACH deposits or transfers.**

***Certain charges on the settlement statement, including but not limited to the courier and overnight fees, may not reflect the actual costs for such services and in fact may be more than the actual costs billed to our firm. Any such difference is intended to cover the administrative aspects of handling the particular item or service.**

Seller Acknowledgment: X _____ Date: _____

Seller Acknowledgment: X _____ Date: _____

➤ *Signature(s) confirms receipt and consent to any and all terms listed herein.*

HOME EQUITY LINE FREEZE LETTER

Loan Number: _____

Lender: _____

Social Security Number: _____

Property address: _____

I/we, the owner(s) of the property described in the deed of trust securing the above debt, direct you to, *IMMEDIATELY FREEZE THIS ACCOUNT AND HONOR NO FURTHER ADVANCES.* I/we have written no checks, drafts nor draws from this account since _____ and will not do so in the future.

Owner of Property

Owner of Property