

**LANCASTER, TROTTER, PICKETT &
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ENGAGEMENT LETTER FOR
LIMITED REPRESENTATION OF SELLER AT CLOSING

Thank you for permitting Lancaster, Trotter, Pickett & Owens, PLLC (“LTPO”) to assist with your transaction. We look forward to working with you and will do our best to make this portion of your transaction as smooth as possible. This engagement letter is intended to detail the terms of our representation for you and to educate you regarding the closing process. We will require a signed copy of this letter to complete your closing. **Please be aware that this is a form engagement letter and not all of the topics may apply to your closing.**

REPRESENTATION:

LTPO’s representation of the Seller(s) in a typical closing transaction is limited to preparation of customary documents including, but not limited to: the Warranty Deed, Deed Affidavit, Lien Waiver, 1099 documentation, I-295 & I-290 Non-resident withholding (if applicable) and Non-foreign Affidavit. Additionally, if you as the Seller(s) have any loans on the property, after we have sent the Payoff to the Lender, we verify that the loan has been satisfied with the Register of Deeds. In the event Seller(s) request additional documents to be drafted, representation is limited to the extent of such documents. If there are mortgages on the property, we will obtain a payoff statement for each one. We must have a written statement from any lender(s) for all mortgage payoff(s).

Sellers (SIGNATURE)

Sellers (SIGNATURE)

WHAT WE DO FOR THE BUYERS:

In representation of the Buyer(s), LTPO will conduct a title search, work with the Buyer(s)’ lender, if applicable, to the extent necessary to comply with all loan closing instructions, obtain title insurance, loan document review at closing and ultimately ensure Buyer(s) are receiving good and

marketable title to the subject property. In the event of a conflict between Buyer(s) and Seller(s), both parties will be responsible for hiring their own counsel for representation in such conflict. LTPO will not represent either party.

LOAN PAYOFF:

As previously mentioned, LTPO will obtain a payoff statement for each of the current mortgages on your property. If, for any reason, the payoff amount(s) is not sufficient to discharge the debt in full, you, as the Seller, agree to immediately pay any deficiency to LTPO. Our firm agrees to remit any such payment to the appropriate lender to discharge the debt. If an over payment of a payoff is made to a lender, it will be the Seller(s)' responsibility to follow up with that lender for any overage repayment.

Seller(s)
Signatures(s) Acknowledging the above Statements Related to Loan Payoffs

CANCELLATION OF THE TRANSACTION:

LTPO incurs fees with the scheduling of all transactions, namely, the cost to abstract the title work. In the event the transaction terminates, any fees owed to LTPO for work performed will be reimbursed from the parties. In no event will the amount owed exceed costs that were prepaid by LTPO.

EQUITY LINE LOAN PAYOFF

If you have any open equity lines on your property, you must inform us ASAP so we can determine if an "Equity Line Block" form will be needed at closing or if you would like to transfer the Equity Line to your next property. Equity Line Transfers will incur an extra fee.

LTPO ORDERS PAYOFF STATEMENTS WITH AN ADDITIONAL SEVEN (7) BUSINESS DAYS WORTH OF INTEREST. WE DO THIS IN ANTICIPATION OF ANY DELAYS THAT MAY HAPPEN AS A PART OF CLOSING OR THE LENDER DEPOSITING THE FUNDS. IF THE FUNDS ARE SHORT, THE LENDER CAN REJECT THE ENTIRE PAYMENT. THE SELLER WOULD BE RESPONSIBLE FOR ANY INTEREST THAT IS CALCULATED FROM THE CLOSING DATE UNTIL THE LOAN IS PAID IN FULL. IF THERE IS AN OVERPAYMENT, THE LENDER WILL REFUND YOU ANY AMOUNT OVER THE AMOUNT WE SEND TO THEM AT CLOSING.

RECORDING:

LTPO utilizes e-recording as its normal method of recording in all counties that allow it. In the event the county we are completing a transaction does NOT e-record, then you as a seller agree to work with us in the event there are any delays due to inaccurate or incomplete documents after we have closed and disbursed funds. You agree to hold LTPO harmless from any delay in recording the closing documents.

DISBURSEMENT OF FUNDS:

South Carolina law sets out the requirements for the disbursement of funds from a settlement. All funds must be collected and authorizations due from all parties involved in the closing received before disbursement or recording the appropriate documents with the Register of Deeds. Rule 1.15 of the Rules of Professional Conduct prohibits the disbursement of funds until we have received all funds in our Trust account, they are certified funds, and we have received the necessary funding approvals from any Lender (if applicable). **NOTE: our firm will not disburse proceeds to an individual or entity until the deed is recorded. This is in line with title company guidelines to prevent uncorrected title issues.**

_____ (Initials)

PRORATIONS OF TAXES AND EXPENSES:

The proration of taxes and expenses for closing shall be based on the current year’s tax bill, or other applicable bill, if it has been published at the time of closing OR on the previous year’s tax bill, or other applicable bill, if the current bill has not yet been issued. LTPO shall not be held responsible for any tax issues due to any revaluation issues, appeals or circumstances arising after closing, regardless of the year in question.

ADDITIONAL SERVICES:

If LTPO is required to perform tasks beyond the standard services mentioned within this agreement, we will charge you for those tasks. The fee for tasks beyond the standard services is \$250.00 per hour for work performed for a residential transaction and \$350.00 per hour for commercial transactions.

HOMEOWNERS ASSOCIATION FEES:

Section 6 of the South Carolina Offer to Purchase and Contract requires the Sellers (unless otherwise notated) to pay any and all Homeowners Association fees associated with the preparation and transfer processing from a current seller to a new owner including: Certificate of Assessment, Capital Contributions, working capital, and otherwise named but similar fees. Many HOAs are beginning to charge fees for “HOA Certification.” Basically, the HOAs are charging fees to those requesting documents necessary for closing. We do not up-charge these fees. However, we do front the costs for you to obtain the necessary documents and keep the closing process going smoothly. If cancellation of the Offer to Purchase occurs, for any reason or no reason whatsoever, and the fee has been paid to the HOA, you as the Seller will be responsible to reimburse LTPO the fee set by and paid to that HOA.

Sellers authorization to release closing disclosure and ALTA settlement statement:

I/We hereby acknowledge that LTPO, acting in its capacity as Settlement Agent in the above referenced transaction, is authorized by the above and below listed parties to release the Closing Disclosure to the following third parties: the buyer(s), the selling broker, the mortgage lender, the mortgage broker, and the listing broker.

In addition, I/We authorize LTPO to release the finalized ALTA Settlement Statement to the following third parties: the buyer, the selling broker, the mortgage lender, the mortgage broker and the listing broker.

_____ Seller (SIGNATURE)

_____ Seller (SIGNATURE)