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 *\*Of Counsel*

Dear Seller(s)

Our firm has been retained to conduct the closing on the property

that you are selling. To ensure a smooth transaction, promptly review the

information below and then sign this letter where indicated on page 4.

***Please provide the following 4 items to our office immediately.***

***\*Executed copy of this letter***

***\*Completed Seller information sheet***

***\*Current Owners title insurance policy*** *(if* ***available)***

***\*Current property survey*** *(if* ***available)***

**Who We Represent**

In a typical closing scenario, the firm's representation is limited as

follows:

(1) For you, the seller, it is typically requested that our firm

prepare the sellers documents including, but ·not limited to,

Warranty Deed, Lien Waiver and Non-Foreign Affidavits. We

may also prepare additional documents in specific circumstances,

such as a promissory note and Mortgage in the case of Seller

financing or Power of Attorney in the event you do not plan to

attend the closing. Only to the limited extent that we prepare such

documents do we represent you.

(2) For the lender, we ensure full compliance with all loan

closing instructions.

(3) For the bμyer, we provide a title search to ensure the buyer

acquires good and marketable title, contract review to ensure

compliance with all contract terms, and documents review at

closing to ensure the buyers understanding of the loan

documentation.

The above representation notwithstanding, our firm operates as a

neutral party and does not negotiate for any side to the transaction

vis-a-vis terms of the contract or loan agreement. You must settle

any dispute you have with the buyer prior to closing.

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**The Seller Information Sheet**

A Seller Information sheet will be provided to you and your realtor,

*if applicable.* It is critical that the form be completed in its entirety and

returned to our office as soon as possible. We must have this form in order

to order HOA's, obtain payoffs, search for judgments, etc.

**Property Taxes**

Property taxes for the current year are prorated between the buyer

and seller at closing. in calculating taxes, our firm will base proration

upon either (1) the current year's tax bill or (2) the previous year's tax

bill if the current bill has not been issued. All proration' s are final

regardless of any change in the tax rates by the taxing authorities or

annexation of the subject property after the date of our closing

proration's.

**Closing Expenses**

As the Seller of the property, you will incur expenses in this

transaction that typically include, but are not limited to, the following; real

estate commission; document preparation; fees relation to clearing title or

making title marketable; state sales tax; payoff of any outstanding liens,

assessments, taxes or judgments,; fees to cover the work and

documentation necessary to cancel your current mortgage or mortgages;

and fees for courier services.

**Payoff of Outstanding Mortgages**

Payoff figures on the Closing Disclosure are based on a written

statement provided by your lender and are subject to change without

notice. In the event a payoff amount is not sufficient to discharge the debt

in full, you agree to immediately pay any deficiency to The Frick Firm,

which agrees to remit the payment to the appropriate lender. in the event

a payoff amount result 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.

**Closing Figures, Closing Funds, and Disbursement of Funds**

Our Office will make every effort to provide you with final closing

figures prior to your arrival at our office. In some instances, we are

unable to meet this goal.

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We require funds over $5,000 be via wire transfer. A certified

check; cashier's check, teller's check or official bank check, drawn on or

issued by a FDIC-insured financial institution; or money order for any

amount under $5,000.00 is acceptable. Please make checks payable to

The Frick Firm.

**\*\*IF FUNDS DUE FROM YOU ARE IN EXCESS OF $5,000.00**

**FUNDS MUST BE WIRED TO OUR TRUST ACCOUNT. NO**

**OTHER FORM OF FUNDS WILL BE ACCEPTED! NO**

**EXCEPTIONS!**

***Always call our office at 803-324-4000 to verify the wiring***

***instructions you have are correct and to further verify your***

***wiring instructions*** *if* ***provided before closing. The Frick Firm***

***will be held harmless*** *if* ***you fail to call our office to verify***

***instructions. This is extremely important to prevent wire fraud***

***from occurring!!!***

Please be aware that sale proceeds may not be disbursed at closing. Our

firm may not disburse checks or proceeds from your closing until the

deposit of all closing funds into our trust account has been confirmed. This includes, but is not limited to, refunds of monies brought to closing,

payments per invoices, and seller payoffs and proceeds. In the event of

any changes in the status of title to the property are discovered after

closing, or if any funds delivered at closing are determined to be

uncollectible, we will withhold disbursement of settlement checks and

proceeds pending the resolution of such matter.

**Miscellaneous Items**

Any dispute between you and the buyer over repairs or other

contractual items must be resolved prior to closing. Our firm will not

retain in escrow any money to be paid after closing for the resolution of

such items.

***Please bring the following items to closing:***

\***An unexpired, government-issued, photographic ID (State**

**Driver's License or U.S. Passport)**

**\*(if applicable) original power of attorney**

\*(if **applicable) funds to close (proof of wire or certified check)**

\* **Any documents we have request and you have not yet**

**provided.**

\* **A blank, voided check** if **you prefer that our firm wire any**

**sale proceeds into your checking account**

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Thank you for taking the time to review the above information. Please

contact our office with your questions at 803-324-4000 or

title@thefrickfirmllc.com

**MY/OUR SIGNATURE(S) BELOW CERTIFIES RECEIPT,**

**ACKNOWLEDGEMENT, AND CONSENT TO THE ABOVE**

**DISCLOSURES AND TERMS OF OUR LIMITED**

**REPRESENTATION BY THE FRICK FIRM, LLC**

Acknowledged and signed this day of \_

X

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Print Name:

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X

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Print Name:

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**Please return this form one of three ways**

• **Doc-u-sign (if sent to you in this format)**

• **Scan and email to title@thefrickfirmllc.com**

• **Mail to**

**The Frick Firm**

**727 Dilworth Lane, Ste 201**

**Rock Hill, SC 29732**

**If you have questions please call us! (803) 324-4000**