



THE
SPERRY LAW FIRM
A PROFESSIONAL LAW CORPORATION

15801 Brixham Hill Avenue, Suite 225 Charlotte, NC 28277

Tel: 704-544-7003 Fax: 704-544-7006

www.sperrylaw.net

REAL ESTATE LEGAL SERVICES AGREEMENT

(You must sign and return this document before we can begin work on your transaction)

Client Names: _____ and _____

_____ and _____

Property Address: _____

Circle One: Purchase / Refinance

Thank you for selecting our firm to represent you in closing the purchase or refinance of your Property. Upon receipt of the necessary information from your lender, we will proceed to search the title of the Property and prepare all necessary documents for closing. If financing will not be part of the transactions, please advise as soon as possible.

Enclosed with this letter is a Buyers Information Sheet. Please complete that sheet and return with a signed copy of this letter as soon as possible to prevent a delay in your closing.

If the property you are purchasing or refinancing is in South Carolina we will be providing you with a title insurance commitment from our firm. If the property is in North Carolina we will order a title insurance commitment with Broker Title Services, unless you request us to obtain it from a different title insurance agency.

In preparation for closing, we will perform a title search of the public records for a period of time satisfactory to the title insurance company. If we are able to determine that the title has previously been insured, and we are able to obtain a copy of the previously issued policy, we may obtain affirmative coverage for you and your lender by having the title inspected from the effective date of that coverage to the present.

We will be in touch with you directly, or through your Real Estate Agent, to confirm your closing date and time. In the event either of you are unable to attend the closing, please let us know immediately. It is possible to close by Power of Attorney, if necessary, but your lender must approve that procedure in advance of closing, and necessary document preparation must be completed prior to the date of closing. Our fee for drafting a Power of Attorney is \$150.00 and will be added to our regular fees at closing.

Our fee for settlement is \$795.00. This fee includes: the title search and review but does not include the title insurance premiums, nor does it include any recording fees, lender fees or other fees charged third parties for services. Also, in some circumstances, we may provide services outside what is customarily provided for settlement, such a drafting Powers of Attorney, Escrow Agreement, Contract and Lease Agreement, etc. These services may be charged at closing and are a separate engagement for an additional fee which must be disclosed and agreed upon in advance of closing.

Until we receive your final Closing Disclosure from your lender, we will be unable to provide you with the dollar amount of funds needed to close. When that number is available, we will let you know immediately. You may bring those funds to closing in the form of a certified or cashier's Check Made Payable to **THE SPERRY LAW FIRM, P.C.** Trust Account or you must wire transfer the funds to our Trust Account. These are the only methods of payment we allow. We do not accept ACH transfers to our accounts.

During the course of your representation we will acquire a substantial amount of your personal non-public information. The protection and security of this information is our number one concern and our policies are designed to this end.

Your transaction may require you to bring funds to closing. For your protection we will NOT provide our account information, often referred to as "wiring instructions", by email. If you need to wire transfer funds before closing, you will need to either come by our office and pickup wire instructions in person or call us at the number above and we will provide you the wiring instructions verbally. Other options for bring funds are for you to get a certified check payable to the Firm if the amount is less than \$10,000.00. We understand this may be inconvenient for you but this policy is for your own protection.

IMPORTANT WIRE TRANSFER INFORMATION:

Should you need to send funds to our firm for your closing please note our firm banks exclusively with:

Branch Banking & Trust

The Sperry Law Firm, P.C.

15801 Brixham Hill Avenue, Suite 225 Charlotte, NC 28277

Office- 704-544-7003

Upon receipt of our wire instructions you **must call us at the number above and verbally confirm the routing number and account number before sending your wire transfer.**

This “two step” authentication method is the only way to ensure you are sending your funds to the proper account. If you fail to call us to verify the information we cannot be responsible for any loss of your funds.

Funds Left with the Attorney

If funds are left unclaimed, abandoned, or otherwise allowed to remain unused and in the possession of the law firm, then prior to escheating to the state, N.C.G.S. § 116B-57(a) allows the firm to assess to you a “dormancy” fee. This fee will be assessed only after a diligent effort is made by our firm to contact you and only after the funds have remained on deposit in our account with no activity in your account ledger for one year. By signing you hereby consent to be charged a fee in the amount of Ten (\$10) dollars each month until your funds are depleted and your account ledger balance is zero.

In addition, if a *di minimis* amount of funds are left unclaimed, abandoned, or otherwise allowed to remain unused and in the possession of the law firm, then you hereby consent to the law firm that the firm may be allowed to forego escheating to the state, thereby waiving the law firm’s obligation, and allowing the firm to utilize the funds as their own. A “*di minimis*” amount is typically defined as less than Ten (\$10) dollars.

Transactions involving mobile homes

If your transaction involves or includes the purchase of a mobile home, whether you consider it affixed to the ground or not, you must notify us immediately. If you or your lender requires that a search of the DMV records be completed or if a DMV title needs to be cancelled or de-titled, there will be additional fees for these services. If the existence of a mobile home is not brought

to our attention by you we will not be responsible for the transfer of the DMV Title, filling an Affidavit of Affixation or cancelling the title to that property. By signing below you agree to hold THE SPERRY LAW FRIM, P.C. harmless from loss or harm resulting from your failure to disclose this material fact and the failure of this firm to take any of the actions described above.

By signing below, I acknowledge that I have read and understand this document and I agree to the terms of legal services outlined herein.

Signature (Date)

Signature (Date)

Signature (Date)

Signature (Date)

ANTI-FRAUD DISCLOSURE TO CONSUMERS

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While **The Sperry Law Firm, P.C.** has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. **The Sperry Law Firm, P.C.** will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM “The Sperry Law Firm, P.C.”**, do not respond to it and immediately contact our office. Such requests, even if they may otherwise appear to be from **The Sperry Law Firm, P.C.**, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

Please notify **The Sperry Law Firm, P.C.** of suspected fraud related to your real estate transaction immediately.

ACKNOWLEDGMENT:

I/we have read this Anti-Fraud Disclosure Statement and understand that **The Sperry Law Firm, P.C.** will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

Signature (Date)

Signature (Date)

Signature (Date)

Signature (Date)