



Caroline E. Kelsey
Attorney At Law

WELCOME TO KELSEY LAW, P.C.

Thank you for choosing Kelsey Law, P.C. to represent you in your real estate closing. We are delighted to offer you service that will make your experience enjoyable and are dedicated to serving you in a pleasant and professional manner.

The process of your real estate closing involves many people other than our firm. It involves the parties to the transaction, real estate agents, a lender, a title company and strict adherence to government guidelines. Bringing all of the "players" together with the work complete in a timely fashion is imperative in meeting your closing date. Kelsey Law, P.C. is committed to keeping open and frequent communication with everyone in order to meet your projected closing date.

Our firm provides the highest quality of service which includes:

- 1) an attorney and staff working closely with your agent, pre-closing paperwork, the actual closing, and necessary filings after closing;
- 2) keeping you informed regarding the status of your closing, including the prompt return of phone calls; and
- 3) a cheerful, efficient and pleasant environment.

Please review the information enclosed in this packet. We ask that you sign and return the following items as soon as possible:

- 1) Information Sheet
- 2) Engagement Letter
- 3) Privacy Policy
- 4) Title Insurance Disclosure (if we represent you as BUYER of the property)

Once the necessary paperwork in this packet is signed by you and Kelsey Law, P.C., our relationship as attorney-client will commence and we will contact you regarding the next steps in completing your closing.

Thank you again for entrusting Kelsey Law, P.C. with your real estate closing. We look forward to serving you now and in the future.

Kind Regards,

A handwritten signature in black ink that reads 'Caroline E. Kelsey'.

Caroline E. Kelsey
Attorney at Law



**Caroline E. Kelsey
Attorney At Law**

ENGAGEMENT LETTER FOR LEGAL SERVICES

THIS CONTRACT made this ____ day of _____, _____, by and between _____ hereinafter referred to as the Client, and Kelsey Law, P.C., hereinafter referred to as the Attorney. Client acknowledges and/or agrees to the following:

- 1) Client has the right to choose any settlement agent, not necessarily Attorney, for their closing;
- 2) Attorney's fee is \$395.00 if we represent you as SELLER (Short Sale Fees are determined on a per case basis and paid by short sale lender), \$525.00 (and \$250.00 for second loans) as BUYER, and \$425.00 for refinances. All attorney's fees include the basic scope of legal services. This fee does not include non-legal expenses associated with the closing, i.e., courier, title insurance fees, title examination, court fees, mortgage payoff fees, recording fees, release fees, release management fees, taxes, postage, long distance phone calls, etc. A reserved appointment on Saturday, or a weekday appointment after 5:00 p.m., is an additional \$250.00.
- 3) In the event that a Seller wants short sale services provided by Attorney, the fee must be approved by the short sale lender. In most cases, seller will not incur out of pocket costs at closing for Attorney's fee.
- 4) Attorney's fee also does not include work deemed by the Attorney as above and beyond the basic scope of real estate services. In the event that work goes beyond the basic scope of real estate services, additional attorney fees will be charged at a rate of \$350.00 per hour. This does not apply to short sale closings.
- 5) Client authorizes Attorney and staff to communicate with all necessary parties to facilitate their real estate closing.
- 6) Caroline E. Kelsey, Esq., the Principal of Kelsey Law, P.C. is also an attorney and broker for Wainwright Real Estate located in Virginia Beach, Virginia;
- 7) In the event that a conflict of interest arises between Client and Wainwright Real Estate, Kelsey Law, P.C. shall withdraw from Client representation in this matter and decline any employment by Client subsequent to any matter which is substantially related to this real estate transaction;

- 8) Kelsey Law, P.C. may represent as Client the “other” principal parties of the real estate contract for settlement purposes; however, in the event that a conflict of interest arises between Client and the other principal parties, Kelsey Law, P.C. shall withdraw from representation in this matter and decline any employment by either party subsequent to any matter which is substantially related to this real estate transaction.
- 9) Pursuant to the real estate purchase agreement, the principal parties are responsible for ordering and paying for any property and/or home inspection, survey, appraisal, property owner’s association documents and/or condominium association documents.
- 10) Sellers and mortgagors authorize attorney to order mortgage payoff, any judgment payoff and any other necessary documents to facilitate the closing.
- 11) In the event that Buyers authorize attorney to order a survey, Buyer will be directly responsible to surveyor for payment of services.

We look forward to working with you.

Client

Date

Client

Date

Attorney

Date



**Caroline E. Kelsey
Attorney At Law**

PRIVACY POLICY

We Are Committed to Representing You With Integrity. In order for Kelsey Law, P.C. to represent you, we will need to ask you for certain information from time to time that may be of a confidential nature, such as personal and/or financial information. We believe that you have a right to know how we will utilize and safeguard such information, and have adopted the following Privacy Policy in our office which governs all employees of Kelsey Law, P.C. in the use and handling of your personal information.

Limitations of Confidential Information. This Privacy Policy governs our use of information you provide to us; it does not govern information obtained from a public record or from any other person or entity.

Use of Information. Information that we ask of you will be used for our own legitimate business purposes. We will not release your information to third parties except as necessary to provide a product or service that you have requested of us, or as permitted by law. At times it may be necessary for us to provide nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, title insurers, property and casualty insurers, real estate sales companies, relocation companies, mortgage companies or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies.

Former Clients. Even if you are no longer a client of Kelsey Law, P.C., our Privacy Policy will continue to apply to you. We may store information indefinitely, including the period after which our attorney-client relationship has ceased. Such information may be used for any internal purpose, such as quality control or customer analysis, and may be provided to companies and entities affiliated with our firm as allowed and/or required by law.



**Caroline E. Kelsey
Attorney At Law**

TITLE INSURANCE DISCLOSURE AND REQUEST

Please read and sign this disclosure if Kelsey Law, P.C. will be representing you as BUYER of the property.

Kelsey Law, P.C. is committed to ensuring that the title insurance requirements related to your closing are adequate to protect your interests and obtained in the most efficient and cost effective manner possible.

Fidelity National Title Agency, Inc., will perform an examination of the title records of the property you plan to purchase. The title examination costs approximately \$130.00. General Title, Inc. will issue the title commitment and provide the title insurance policy to both you and your lender. This work requires coordination with your closing attorney, and this Disclosure Form is intended, in part, for you to request that Kelsey Law, P.C. utilize the services of General Title, Inc., an insurance broker for Fidelity National Title Agency, Inc.

Mortgage companies require you to purchase a LENDER'S TITLE INSURANCE POLICY on financed property, as a condition of their loan. Such insurance covers the loan amount of your property only. You also have the option to purchase OWNER'S TITLE INSURANCE on the purchase price of your property. You are not required to purchase owner's title insurance or to purchase it from General Title, Inc.

In order to provide the most protection for you, Kelsey Law, P.C. only handles real estate transactions in which the buyer purchases OWNER'S TITLE INSURANCE. By signing this Disclosure, you acknowledge that although you may not be required to purchase such insurance to complete your transaction, by hiring Kelsey Law, P.C., you agree to authorize this firm in obtaining such insurance on your behalf.

Kelsey Law, P.C. will purchase the title insurance product known as the "Enhanced" policy, a Fidelity National Title Agency, Inc., policy, from General Title, Inc. This product is only available for residential properties. Commercial property, Company Buyers and unimproved lot purchases will receive the "Standard" policy from Fidelity National Title Agency, Inc., A pamphlet explaining these products is included in this packet.

For residential properties, the Enhanced policy offers the greatest protection for you in this transaction. Inferior products are available at a lesser cost; however, by retaining Kelsey Law, P.C. you authorize this firm to obtain such insurance on your behalf. This product protects your interests and provides you with the highest quality, most comprehensive coverage available from the title insurance company.

You may be eligible for a re-issue rate for owner's title insurance if the seller has a current owner's title insurance policy. The re-issue rate requires that you provide a copy of the seller's current owner's title policy and it is your responsibility to provide this copy to Kelsey Law, P.C. for any re-issue discount.

General Title, Inc. will charge a title insurance underwriter fee of \$100.00 for the title binder. Additionally, General Title, Inc. will charge a one-time premium for the title insurance. In the event that closing does not occur, you will be responsible for payment of the title exam and underwriter fee if a title binder has been issued.

Many attorneys, lender and real estate companies have an ownership interest in a title insurance company. The owner of Kelsey Law, P.C., Caroline E. Kelsey, is the sole stockholder in General Title, Inc. Robert M. Wainwright, Jr. of Wainwright Real Estate serves as a Director of General Title, Inc. Purchase of title insurance from General Title, Inc. may give a pecuniary benefit to Caroline E. Kelsey.

This information regarding the use of services of General Title, Inc. for title insurance, is provided prior to or concurrently with the commencement of the attorney-client relationship.

I/We request that Kelsey Law, P.C. use the title examination and insurance services of General Title, Inc.

_____	_____	_____	_____
Purchaser/Borrower	Date	Purchaser/Borrower	Date

Property Address: _____

Directions to Kelsey Law, P.C.

From Virginia Beach

- Take I-264 towards Norfolk
- Take the Independence Blvd. Exit 17A towards Princess Anne
- Keep left at the fork in the ramp
- Merge onto South Independence Blvd. and stay in far right lane
- Follow South Independence Blvd. as it turns slightly to the right
- Go approximately 2 miles and then turn right onto Foxwood Drive
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

From Chesapeake

- Take I-64 towards Virginia Beach to Indian River Road East, Exit 286B
- Turn left onto Ferrell Pkwy.
- Take Salem Road ramp towards North Princess Anne Road
- Turn left onto Princess Anne Road ramp
- Merge onto Salem Road
- Turn left onto Princess Anne Road
- Turn right onto South Plaza Trail
- Turn right onto South Independence and at next the street, turn right onto Foxwood Drive.
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

From Suffolk

- Take I-664 South towards I-64 East Virginia Beach
- Merge onto I-264 East towards Virginia Beach
- Take the Independence Blvd. exit, Exit 17A towards Princess Anne
- Keep left at the fork in the ramp
- Merge onto South Independence Blvd. and stay in far right lane
- Follow South Independence Blvd. as it turns slightly to the right
- Go approximately 2 miles and then turn right onto Foxwood Drive
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

From Portsmouth/Downtown Norfolk

- Take I-264 East towards Virginia Beach
- Take the Independence Blvd. exit, Exit 17A towards Princess Anne
- Keep Left at the fork in the ramp
- Merge onto South Independence Blvd.
- Follow South Independence Blvd. as it turns slightly to the right
- Go approximately 2 miles and then turn right onto Foxwood Drive
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

From Norfolk

- Take I-64 towards Virginia Beach; or if coming from I-264,
- Take the Independence Blvd. exit, Exit 17A towards Princess Anne
- Keep Left at the fork in the ramp
- Merge onto South Independence Blvd. and stay in far right lane
- Follow South Independence Blvd. as it turns slightly to the right
- Go approximately 2 miles and then turn right onto Foxwood Drive
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

From Hampton/Newport News/York/Williamsburg

- Take I-64 East towards Virginia Beach
- Merge on to I-264 East via Exit 284A towards Virginia Beach
- Take Independence Blvd., Exit 17A towards Princess Anne
- Keep Left at the fork in the ramp
- Merge onto South Independence Blvd. and stay in far right lane
- Follow South Independence Blvd. as it turns slightly to the right
- Go approximately 2 miles and then turn right onto Foxwood Drive
- 4098 Foxwood Drive (Wainwright Building) Suite 200.

**KELSEY LAW, P.C.
REAL ESTATE CLOSING INFORMATION SHEET**

Kelsey Law represents (please circle):

Est. Closing Date: _____

REFI or BUYER or SELLER

Purchase Price: _____

For Office Use Only

Packet Sent: _____ Rec'd Engagmt. _____ Rec'd Privacy _____ Rec'd Title _____ (BUYER ONLY)

Property Address: _____

BUYER'S INFORMATION:

Buyer's Name(s): _____ Spouse's Name(s): _____

Phone Numbers: (H): _____ (W): _____ (C): _____

Buyer's Real Estate Agent: _____ Company: _____

Contact Phone Number(s): _____

Email: _____

Buyer's Attorney/Settlement Agent: _____

Phone: _____ Fax: _____ Email: _____

Lender: _____ Contact Name/Phone/Email: _____

Termite Company: _____ Contact Name & Phone: _____

Homeowner's Ins.: _____ Contact Name & Phone: _____

WHEN IS HOME INSPECTION? _____ TERMITE? _____ SURVEY Y/N? _____

HOW TAKING TITLE? _____

SELLER'S INFORMATION: SS # _____

Seller's Name(s): _____ Spouse's Name(s): _____

Phone Numbers: (H): _____ (W): _____ (C): _____

Seller's Real Estate Agent: _____ Company: _____

Contact Phone Number(s): _____

Email: _____

Seller's Attorney/Representative: _____

Phone: _____ Fax: _____ Email: _____

Current Mortgage Co. for Payoff: _____ Loan/Acct. #: _____

Contact Name: _____ Phone: _____

Client(s) Social Security #(s): _____

Forwarding Address: _____

Do you want your proceeds wired? Y or N

For Office Use Only

Copy of Deed requested: _____ Rec'd.: _____ Payoff ordered: _____ Rec'd.: _____