

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

Kelsey Law represents (please check):

Est. Closing Date: ☐ REFI or ☐ BUYER or ☐ SELLERPurchase 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): Email: Selling Real Estate Agent: Company: Contact Phone Number(s): Email: Buyer's Attorney/Settlement Agent: Phone: Fax: Email: Lender: Contact Info: Other: **SELLER'S INFORMATION:** SS # Seller's Name(s): Spouse's Name(s): Phone Numbers: (H) (W): (C): Email: Listing Real Estate Agent: Company: Contact Phone Number(s): Email: Seller's Attorney/Settlement Agent: 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?

Transaction Coordinator:
 Name:
 Email:

*For Office Use Only*Copy of Deed requested: Rec'd.: Payoff ordered: Rec'd.:



Caroline E. Kelsey
Attorney At Law

ENGAGEMENT LETTER FOR SETTLEMENT SERVICES

THIS CONTRACT made (date), by and between Kelsey Law P.C. and hereinafter referred to as the Client, and Kelsey Law, PC, 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 an Attorney, for their closing;
- 2) SELLER Closing fee starts at \$595.00 plus a \$195 document preparation fee and \$60 courier/wire fee; \$150 E-Notary services (per person, if applicable). If Seller's closing involves a VA Assumption, seller's closing fee starts at \$995.
- 3) BUYER Settlement fee starts at \$795.00 plus \$195 document preparation fee and \$60 courier/wire fee (and \$595.00 for second loans). If Buyer's closing involves a Seller's Foreclosure or VA Assumption, then settlement fee starts at \$995.
- 4) REFINANCE Settlement fee starts at \$695.00 plus \$195 document preparation fee and \$60 courier/wire fee.
- 5) ESTATE, HEIR, DEVISEE Settlement fee starts at \$595 (per person/estate) plus \$195 document preparation fee and \$60 courier/wire fee; \$150 E-Notary (per person, if applicable).
- 6) The above settlement fees include the basic scope of settlement services. This fee does not include the following expenses associated with the closing, i.e., legal work, title curative fees, courier, title insurance fees, title examination, court fees, mortgage payoff fees, recording fees, release fees, release management fees, taxes, postage, etc. Seller(s) authorizes any Settlement Agent to charge release fees as Attorney deems appropriate.
- 7) 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.
- 8) The settlement fee 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 fees will be charged at a rate of \$350.00 per hour.
- 9) Client authorizes Attorney and staff to communicate with all necessary parties to facilitate their real estate closing.
- 10) Caroline Kelsey, the Principal of Kelsey Law, PC is also an attorney and broker for Wainwright Real Estate located in Virginia Beach, Virginia.
- 11) In the event that a conflict of interest arises between Client and Wainwright Real Estate, Kelsey Law, PC 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.

- 12) Kelsey Law, PC may represent as Customer or as Client the "other" principal parties of the real estate contract for settlement purposes.
- 13) 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.
- 14) Sellers and mortgagors authorize attorney to order mortgage payoff, any judgment payoff and any other necessary documents to facilitate the closing.
- 15) In the event that the attorney orders on behalf of the Buyer, a survey and/or title search/binder, the Buyer will be directly responsible to Kelsey Law, PC for payment of services.
- 16) It is acknowledged and understood that if either the Buyer or Seller is not a client but only a customer, the customer does not have a lawyer-client relationship with Attorney and the Attorney has not given Customer any legal advice.
- 17) Please note that the attorney client representation terminates upon 3 months after any buyer or seller closing unless otherwise agreed upon.

We look forward to working with you.

Signature

Signature

Date:

Date:

Name:

Phone:

Email:

SS No.:

Forwarding Address (if different from property):

Name:

Phone:

Email:

SS No.:

Forwarding Address (if different from property):

Property Address:



PRIVACY POLICY

We Are Committed to Representing You With Integrity. In order for Kelsey Law, PC 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, PC 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, PC, 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.

Security of Confidential Information. We will use the highest degree of care to be sure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with our Privacy Policy. After closing all files are transferred to a secure electronic database and all physical files are securely disposed. We maintain physical, electronic and procedural safeguards that comply with federal guidelines to guard your nonpublic personal information.

Authorization to Order Items Necessary for Closing. If Kelsey Law, PC is representing you as BUYER in this transaction, your signature below authorizes this firm to order a survey of the property you intend to purchase on your behalf. If Kelsey Law, PC is representing you as SELLER in this transaction, your signature below authorizes this firm to order mortgage payoff information from your current lender, and other payoff information from your creditors.

Settlement Statements. We will be providing settlement statements from your closing to the real estate brokers in the transaction.

Signature
Print Name
Date

Signature
Print Name
Date

Social Security Number:

Social Security Number:

Property Address:



Caroline E. Kelsey
Attorney At Law

TITLE INSURANCE DISCLOSURE AND REQUEST

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

Kelsey Law, PC 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 Insurance Company will perform an examination of the title records of the property you plan to purchase. The title examination costs approximately \$145.00. General Title, Inc., an Affiliated Business, 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, PC utilize the services of General Title, Inc., an insurance broker for Fidelity National Title Insurance Company.

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, PC 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, PC, you agree to authorize this firm in obtaining such insurance on your behalf.

Kelsey Law, PC will purchase the title insurance product known as the "Enhanced" policy, a Fidelity National Title Insurance Company, policy, from General Title, Inc. ("Affiliated Business"). This product is only available for owner occupied residential properties.

Commercial property, Company Buyers and unimproved lot purchases will receive the "Standard" policy from Fidelity National Title Insurance Company. 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, PC 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.

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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, PC for any re-issue discount.

General Title, Inc. will charge a title insurance underwriter fee of \$200.00 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, PC, Caroline E. Kelsey, is the sole stockholder in General Title, Inc. ("Affiliated Business"). 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 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, PC use the title examination and insurance services of General Title, Inc.

Signature
Print Name
Date

Signature
Print Name
Date

Property Address: