

MILLSAPS & BRATTON, PLLC
ATTORNEYS & COUNSELORS AT LAW

Joe T. Millsaps
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Ashley E. Bratton
Ashley@MillsapsandBratton.com

SELLER'S CLOSING INFORMATION

Subject Property Address: _____

Seller's Name(s): _____ Marital Status: _____

Current Address: _____

Telephone Number: Home: _____ Work: _____

Social Security Number(s): _____

New Forwarding Address: _____

Are you a U.S. Citizen: _____ Yes / _____ No

If not, please provide your current status: _____

Is this Property currently being leased? Yes No

(If yes please provide the Closing Attorney with a copy of the Lease Agreement)

Existing Loans and Equity Lines on Property (Continue on Back if Necessary)

1. Lender's Name: _____ Phone: _____

Address: _____

Loan #: _____ Contact: _____

2. Lender's Name: _____ Phone: _____

Address: _____

Loan #: _____ Contact: _____

WE WILL NOT ACCEPT PAYOFF LETTERS FROM THE SELLER

Please list any existing liens or judgments or bills Seller will be responsible for paying at Closing:

Property is Subject to a Homeowners Association

Home Owners Association: _____

Contact Person or Management Company: _____

Address: _____ Phone: _____

Amount of Dues \$ _____ Dues are paid Annually, Semi-Annually, Quarterly,

Monthly, Other: _____

Charlotte National Building, 428 East Fourth Street, Suite 404, Charlotte, North Carolina 28202

Telephone (704)358-8524 * Toll Free (800)500-8524 * Facsimile (704)358-8405

Real Estate Office: 2201 East Seventh Street, Charlotte, North Carolina 28204

Real Estate Telephone (704)334-8772 * Facsimile (704)334-8703

www.MillsapsandBratton.com

Existing Title Insurance Company and Policy #: (If available please attach a copy of your title insurance policy to this information sheet)

Existing Survey by: (If available please attach a copy of your survey to this information sheet:

Has the seller EVER filed for bankruptcy in ANY state? If yes, please indicate the status of the bankruptcy at this time: _____

Is there a mobile, manufactured or modular home on the property? ____ Yes / ____ No
If yes, there may be an additional \$150.00 fee for work that may be required for the closing.

Have any improvements totaling \$1,000.00 or more been completed on the property by someone whom you have contracted with within the last six months ____ Yes / ____ No Have improvements been contracted for or made in the past six months in excess of \$30,000.00 ____ Yes / ____ No.
If you have answered Yes to either of these questions please contact our office to discuss.

Listing Agent Information:

Listing Firm: _____ Commission: _____
Office Address: _____
Agent: _____ Phone: _____
Email: _____ Fax: _____

PROCEEDS: I would like for my proceeds to be: (initial one)

Picked up by Me: _____ / Picked up by my Agent: _____

_____ Mail it to me at the following address: _____

_____ Wire it to me (wiring information is attached)

Form Completed by: _____ Agent / _____ Seller

Signature of person completing form: _____

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DISCLOSURE REGARDING LEGAL REPRESENTATION

Even though our firm represents only the buyer, we are commonly requested by the seller to prepare the sellers documents as defined in and required of the seller in the Offer to Purchase and Contract with the buyer so long as the buyer does not object. The seller's documents are standard North Carolina forms and include the deed of conveyance and lien affidavit. We will prepare the deed and lien waiver in accordance with the customary standard of care listing all customary exceptions. **THE DEED AND OTHER SELLER DOCUMENT PREPARATION DO NOT CREATE AN ATTORNEY/CLIENT RELATION BETWEEN THIS FIRM AND THE SELLER AND IS DONE SIMPLY AS AN ACCOMMODATION.** We cannot give advice to you on either the import of the seller's documents required under the contract, matters related to the closing or otherwise, and recommend that you seek your own legal counsel if questions arise during the closing of this transaction. Of course, if a dispute later arises between you and the buyer we must withdraw from the transaction and would not undertake to represent either side.

Acknowledgement: _____ Seller

_____ Seller

PLEASE NOTE: Any work performed for the Seller outside the normal scope may result in additional fees for the Seller. This includes, but is not limited to:

- 1) A \$75.00 fee if the Seller comes in to sign the documents at a time other than set for the closing or if our office must overnight closing documents to the Seller.**
- 2) Should the Buyer's title search reveal any issues of title that require curative work to be performed by our office, a \$350.00 Curative Title Fee will be assessed to the Seller. Seller is free to engage the services of their own attorney to cure any such title defect and closing will be delayed until such time as clear, marketable and insurable title can be conveyed to the Buyer.**

If the Seller has to bring funds to closing and they are in excess of \$25,000.00, they will need to be in the form of a wire and cannot be an ACH deposit as these are not good funds when related to a closing transaction.

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DISCLOSURE REGARDING LEGAL REPRESENTATION CONTINUED

Please initial one:

_____ I will attend Closing _____ I will not attend closing

Please initial one:

_____ I would like for Millsaps & Bratton, PLLC to prepare a deed and lien waiver for me. (The fees are \$250.00 for preparation of the Deed and Lien Waiver, ordering payoffs and obtaining Homeowner's Association dues certification. Shipping and Handling is \$35.00 per package. Our Fees for a short sale transaction in which we prepare the seller documents is \$500.00 if we do not do a title search in advance of closing for the Seller or \$600.00 if are to do a title search on behalf of the seller in addition to preparing the seller documents)

_____ I will have my own deed and lien waiver prepared by my own licensed attorney. There may be a \$75.00 coordination fee charged for our office to order payoffs and obtained Homeowner's Association dues certification. There will also be a \$35.00 shipping and handling fee per overnight package.

Name of Attorney: _____

Telephone Number: _____

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MARITAL STATUS INFORMATION

Initial One

Married to _____, Spouse

Separated from _____, Spouse

Legally separated, copy of agreement or memorandum is attached

Legally Divorced

Single (Never Married / Widowed, circle one)

Signature: _____

This form should be completed by each individual seller unless the seller is a corporation, partnership, limited liability company, etc.

PLEASE NOTE: Pursuant to North Carolina Law, if you are not legally divorced and do not have a recorded separation agreement or a recorded pre/ante-nuptial agreement your spouse will need to sign the deed of conveyance. Please be prepared to provide such documentation if requested.

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AUTHORIZATION TO RELEASE LOAN INFORMATION
All signatures required / DocuSign no longer accepted by most lenders

Lender/Lien Holder: _____

Loan/Account#: _____

Property Address: _____

I/We hereby authorize you to release to Millsaps & Bratton, PLLC or its agents and assigns any and all information that they may require about my loan and mortgage/Deed of Trust and/or lien on the above referenced property.

In addition, I/We authorize you to release to Millsaps & Bratton, PLLC or its agents and assigns an assumption package and/or payoff statement. You may reproduce this document to acquire information from more than one source.

If this loan is an equity line of credit I/We request and direct that you (i) terminate my/our right to obtain advances under the equity line of credit; (ii) apply all sums subsequently paid by me or on my behalf in connection with the equity line of credit to the satisfaction of the equity line of credit and other sums secured by the related security instrument; and (iii) when the balance of all outstanding sums secured by the related security instrument becomes zero, satisfy the security instrument as a matter of public record.

Name: _____

SS#: _____

Signature: _____

Date: _____

Name: _____

SS#: _____

Signature: _____

Date: _____

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SELLER'S WIRING INSTRUCTIONS

Name of Bank or Financial Institution _____

ABA/Routing Number _____

Name or names on Account _____

Account Number _____

Please list the best way to reach you in case there are questions or concerns about the
wire: Phone _____ Email address _____

****Please note:** we need wiring information that comes directly from your banking institution for **INCOMING WIRES**. Providing information from a blank check or deposit slip will not automatically insure accuracy of actual account/routing information for your account to receive funds. If you do not provide wiring instructions from your bank and we attempt to send your wire with other information provided by you, the wire may be rejected. If that happens we will have to request more accurate information from you and this will delay the sending of your proceeds.