

LANDON A. DUNN, P.A.
624 Matthews-Mint Hill Road, Suite 146
Matthews, NC 28105
(P) 704-688-0505 / (F) 704-443-7367
www.landondunn.com

Date: _____

BUYER INFORMATION WORKSHEET

Please complete the following and return as soon as possible by
Email to samantha@landondunn.com or secure fax 704-443-7367

**PLEASE RETURN THIS COMPLETED INFO SHEET, COPY OF YOUR DRIVER'S LICENSE(S), AND ANY DOCUMENTS REQUESTED BELOW TO OUR OFFICE ASAP.
ALSO, PLEASE CALL TO SCHEDULE A CLOSING DATE AND TIME.**

Property Address or Lot being purchase: _____

Are you a member of a legal plan? _____ If so, member id and case No.: _____

Will this be your primary residence? _____

Buyer 1 Full Legal Name (First, Middle and Last): _____

Buyer 2 Full Legal Name (First, Middle and Last): _____

SS No.: _____ SS No.: _____

Marital Status: _____ Marital Status: _____
(Married/Single/Divorced/Widowed/Legally Separated) ** If married, your spouse may be required to sign.
**If legally separated, please attach Separation Agreement for our review

Current Address: _____

Phone No.: _____ Email: _____

Lender: _____ Contact Name: _____

Contact Phone No.: _____ Email: _____

Hazard Insurance Agent: _____ Phone: _____

Premium Amount: \$ _____ Paid in Advance or at closing? _____

Buyers Agent: _____ Company: _____

Phone: _____ Email: _____

Will there be termite inspection? Yes _____ No _____ If yes, please submit a clear report and invoice to our firm.

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CLIENT REPRESENTATION AGREEMENT

Dear Client:

Thank you for selecting Landon A. Dunn, P.A., to assist with your upcoming real estate purchase. To ensure a smooth transaction, promptly review the information below and then initial and sign this letter where indicated. Please note that work on your file will not commence until we receive the following 3 items:

**Executed copy of this letter;
Executed contract; and
Completed Buyer Info Sheet.**

Who We Represent (Including Disclosure of Dual Representation):

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

1. For you, the buyer, we provide a title search to ensure you acquire good and marketable title, contract review to ensure compliance with all contract terms, and document review at closing to ensure your understanding of the loan documentation.
2. For the lender, we ensure full compliance with all loan closing instructions.
3. For the seller, it is typically requested that our firm prepare the customary seller's documents including, but not limited to, warranty deeds, lien waivers, non-foreign affidavits, and boundary line agreements. We may also prepare additional documents in specific circumstances, such as a promissory note and deed of trust in the case of seller financing. North Carolina law allows us to do this work upon disclosure to all parties of such joint representation.

The above representation notwithstanding, our firm operates as a neutral party and does not negotiate for any side to the transaction. You must settle any dispute you have with either the seller or lender prior to closing.

Title Insurance, Survey, and Property Taxes:

One of our primary duties as a closing attorney is certifying that you the buyer will take title to property free and clear of any liens and encumbrances. In order for us to certify to clean title we must perform a title search which will be ordered upon completion of this agreement. In the event that closing is not completed, we may invoice up to \$150 for title work.

Title insurance protects the insured from claims regarding ownership of property, liens against the property, and marketability of title to the property. Although you may be required to purchase a mortgagee policy of title insurance for the benefit of your lender, it will not provide any title insurance coverage for you. You must purchase an owner's policy of title insurance to protect your interests in the event of a title claim.

As our firm strongly recommends that every buyer purchase an owner's policy of title insurance, we will acquire title insurance for your benefit and collect the one-time premium at closing, and when possible, we will obtain an enhanced insurance policy and premium.

Surveys reflect property features not readily apparent simply through observation such as encroachments, easements, or setbacks. Our firm strongly recommends having one performed, however, we do not order on behalf of clients. Should you have any questions regarding a survey, please contact us.

Property taxes for the current year are prorated between the buyer and seller at closing. In calculating taxes, our firm will base prorations 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. In cases of new construction, the current tax bill may be substantially less than future tax bills because tax assessments are based on unimproved property. Tax rolls may also carry property within a large tract of land or as partially improved property. In any event, all prorations are final and any such difference will not be adjusted by the seller after closing.

Closing Figures, Closing Funds, and Disbursement of Funds:

ALL CLOSING FUNDS MUST BE WIRED TO OUR TRUST ACCOUNT.
NO OTHER FORM OF FUNDS WILL BE ACCEPTED
WE WILL PROVIDE WIRING INSTRUCTIONS

North Carolina law also restricts when we may disburse funds. 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 and the appropriate documents have been filed with the Register of Deeds. In the event 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.

It is our goal to make real estate commission checks and funds available as soon as practical following closing. However, NC State Bar Rules expressly prohibit disbursing any closing funds prior to recording. Should you request funds be wired, our office can accommodate the request for a fee of \$250.00. In order to prevent fraud and protect your proceeds, all wiring instructions will be verified and you will be required to sign the instructions at the closing ceremony. **THIS OFFICE WILL NOT ACCEPT CHANGES TO WIRING INSTRUCTIONS.**

Pursuant to the N.C. Gen. Stat §45, ALTA Best Practices, State Bar Rules and in order to protect your funds, ALL FUNDS MUST BE RECEIVED BY WIRE to Landon A. Dunn, P.A. For this transaction, the only bank account we will be using is our IOLTA Trust Account, described and partially redacted below:

Landon A. Dunn, P.A. IOLTA TRUST ACCOUNT
First Citizens Bank
1300 Matthews Township Parkway,
Matthews, NC 28105
Partial ABA No.: *****300
Partial Account No.: *****09

BEFORE SENDING ANY WIRE, CALL OUR OFFICE AT 704-688-0505 TO VERIFY THE INSTRUCTIONS. WE WILL NOT CHANGE WIRING INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT OUR OFFICE IMMEDIATELY.

FAILURE TO FOLLOW THIS PROCEDURE ENDANGERS YOUR FUNDS.

Outline of Fees

Our Attorney fee for the above services is \$1,000.00. In addition you will be required to pay an approximate amount of \$130.00 for paralegal fee (title abstract and updating prior to recording), and other expenses incurred by our firm in connection with your closing such as express mail charges and e-recording charges, each and all of which will be set out on the Settlement Statement at closing.

Miscellaneous Items worth Noting:

Certain charges on the closing disclosure, including but not limited to courier and overnight fees and recording fees, may not reflect the actual costs for such services and in fact may be more than the actual costs billed to our firm. Any such difference is intended to cover the administrative aspects of handling the particular item of service.

1. Please plan to bring the following items to closing:

- An unexpired, government-issued, photographic ID such as a state driver's license or U.S. passport.
- Original power-of-attorney (when applicable) that has been approved in advance by our firm and your lender and which will be used at closing.
- Original documents required by your lender to satisfy any remaining loan contingencies as discussed above.

Thank you for taking the time to review the above information. Please contact our office with your questions or for more information.

Regards,

Landon A. Dunn, P.A.

MY (OUR) SIGNATURE(S) BELOW CERTIFIES RECEIPT, ACKNOWLEDGEMENT, AND CONSENT TO THE ABOVE DISCLOSURES AND TERMS OF OUR REPRESENTATION BY LANDON A. DUNN, P.A..

Date

Date