

The North Carolina Real Estate Law Firm

6739 Falls of Neuse Rd, Ste 201
Raleigh, NC 27615
TELEPHONE: 919-325-7325 -- FACSIMILE: 919-789-3331

Date: [Click here to enter date](#)

Borrower Name(s): [Click here to enter Borrower Name\(s\)](#).

RE: Engagement Letter for Attorney representation for the purchase/refinance of property located at
[Click here to enter Property Address.](#), [Click here to enter County](#) County.

Dear Borrower(s):

Thank you for selecting our firm to represent you in closing the purchase/refinance of your Property in the above referenced County. Upon receipt of the necessary information from your lender or otherwise, we will proceed to search the title of the Property and prepare all necessary documents for closing.

To give you some idea of what to expect, typical categories for which costs will be incurred, associated with the purchase/refinance of the Property include but are not limited to:

- a. Title insurance;
- b. Recording fees;
- c. Bank fees;
- d. Escrows;
- e. Attorney fees;
- f. Administrative fees

In preparation for closing, we will perform a title search. The nature of that search may take one of two forms, depending upon whether or not the title has previously been insured. If the title has not been previously insured, a search of the public records for a period of time satisfactory to the title insurance company will be required. If the title has previously been insured, we can obtain affirmative coverage for you and your lender by having the title inspected from the effective date of that coverage to the present. Therefore, absent your objection, we will determine if title insurance coverage exists on the Property and, if so, have the public records examined from the date of that coverage. This procedure will enable us to keep your cost to a minimum while, at the same time, providing full title insurance coverage for you and satisfying any lender's requirements.

We, as closing attorneys, make no representation as to the structural integrity of any improvements on the Property (if any), public access right, or utilities access, nor do we provide any opinion as to the environmental condition of the Property. Accordingly, you should make arrangements to have the Property evaluated by the appropriate governmental agencies. In addition, the survey should reveal whether or not the Property lies within a flood plain. As we are not surveyors nor are we engineers, we make no representations as to whether or not the property lies within a flood plain. Our ability to provide you with flood plain information is limited by what is disclosed to us by the surveyor's report and by what, if anything, we may find on the public record.

A survey of the Property may reveal the existence of boundary overlaps, gaps, gores or encroachments affecting the Property. Please indicate on the provided Buyer/Borrower Checklist if you would like us to order a survey. For your reference, if you elect not to have

a survey performed, your title insurance policy will contain an exception as to matters of survey which could prove problematic for you in the future.

Presumably you have been provided copies of restrictive covenants applicable to the Property by your real estate agent or the Seller. If you have not, you should obtain a copy of such covenants to be certain your proposed use of the Property to be consistent with those restrictions. If you want us to obtain copies of such restrictions for you, we will be glad to do so in the course of our title search. Please let us know if you want us to provide them to you.

We will be in touch with you to confirm your closing date and time. No time of yet has been set. 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 the above service is \$700.00. In addition to the foregoing flat fee, you will also be responsible for payment of any expenses incurred by our firm in connection with your closing such as additional document preparation and service charges for closings outside of Wake County, NC (\$100.00), ect. All additional charges will be set out on the Settlement Statement or Closing Disclosure at closing. We will contact you if there are any additional costs incurred.

Until we receive instructions from your Lender, or upon the receipt of all necessary items related to the transfer, 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. Please note that you will need to bring those funds to closing in the form of a certified or cashier's Check **Made Payable to The North Carolina Real Estate Law Firm Trust Account** in order for us to comply with State Bar requirements.

Also, please remember to bring your drivers license or some other form of picture I.D., as many of the documents need to be notarized. Should you have any questions regarding your closing at any time, please do not hesitate to contact us. We will be glad to answer any questions you may have. Until then please acknowledge receipt of this letter by signing below and returning it to us for our records.

We look forward to closing you your transaction!

Sincerely,

Buyer/Borrower

Nicholas E. Karr

By: _____

Name: _____

Nichoals E. Karr
Attorney At Law
North Carolina Real Estate Law Firm

By: _____

Name: _____