



710 Cedar Street, PO Box 360, Beaufort, NC 28516

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REAL ESTATE LEGAL SERVICES AGREEMENT AND QUESTIONNAIRE

(You must sign and return this document before we can begin work on your transaction)

Client Names: _____

Property Address: _____

Circle One: Purchase or Refinance

Thank you for selecting our firm to represent you in closing the purchase or refinance of your property. Upon receipt of the necessary information from your lender, we will proceed to search the title of the Property and prepare all necessary documents for closing. If financing will not be part of the transactions, please advise as soon as possible.

Enclosed with this letter is a Buyers Information Sheet. Please complete this form and return with a signed copy of this letter as soon as possible to prevent a delay in your closing.

In preparation for closing, we will perform a title search of the public records for a period of time satisfactory to the title insurance company. If we are able to determine that the title has previously been insured, and we are able to obtain a copy of the previously issued policy, we may obtain affirmative coverage for you and your lender by having the title inspected from the effective date of that coverage to the present.

We will be in touch with you directly, or through your real estate agent to confirm your closing date and time. In the event either of you are unable to attend the closing, please let us know immediately. It is possible to closed by Power to Attorney, if necessary, buy 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 drafting a Power of Attorney is \$150.00 and will be added to our regular fees at closing.

Our fee for settlement is \$895.00. This fee includes: the title search and review but does not include title insurance premiums, nor does it include any recording fees, lender fees or other fees charged third parties for services. Also, in some circumstances, we may provide services outside what is customarily provided for settlement, such as drafting Powers of Attorney, Escrow

Wheatly Law Group, PA | Telephone (252) 728-3158 | Facsimile (252) 728-5282

**Board Certified Specialist in Criminal Law*

*** Board Certified Civil Trial/Pre-Trial Law, Board Certified Specialist in
Workers' Compensation, Certified Mediator and Arbitrator*

Agreement, Contract and Lease Agreements, etc. These services may be charged at closing are a separate engagement for an additional fee to be disclosed and agreed upon in advance of closing.

Until we receive your final Closing Disclosure from your lender, 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. You may bring those funds to closing in the form of a certified or cashier's check made payable to Wheatly Law Group Real Estate Trust Account or must wire transfer the funds to our Trust Account.

During the course of your representation, we will acquire a substantial amount of your personal non-public information. The protection and security of this information is our number one concern and our policies are designed to this end.

Your transaction may require you to bring funds to closing. For your protection we will NOT provide our account information, often referred to as "wiring instructions", by email. If you need to wire transfer before closing, you will need to either come by our office and pick up wire instructions in person or call us at the number above and we will provide you the wiring instructions verbally. Other options for bringing funds are for you to get a certified check payable to the firm if the amount is less than \$10,000.00. We understand this may be inconvenient for you but this policy is for your own protection.

IMPORTANT WIRE TRANSFER INFORMATION:

Should you need to send funds to our firm for your closing please note our firm banks exclusively with:

BB&T, now TRUIST

**Wheatly Law Group Real Estate Trust Account
710 Cedar Street, Beaufort, NC 28516
Telephone: 252-728-3158**

Upon receipt of our wire instructions, you must call us at the number above and verbally confirm the routing number and account number before sending your wire transfer.

This "two-step" authentication method is the ONLY way to ensure you are sending your funds to the proper account. If you fail to call us to verify the information, we cannot be responsible for any loss of funds.

Unclaimed Funds

Where funds are left unclaimed, abandoned, or otherwise allowed to remain unused and in the possession of the law firm, then prior to escheating to the state, NCGS §116B-57(a) allows the firm to assess to you a "dormancy" fee. If after a one year, during which we will make diligent efforts to locate you, funds remain on deposit with the firm then we will charge a monthly dormancy fee equal to the greater of 1/12th of the outstanding balance not to exceed \$100.00 in any one month.

In addition, if a *di minimis* amount of funds are left in the possession of the law firm, then the client hereby consents to the law firm that the law firm may be allowed to forego escheating to the state, thereby waiving the law firm's obligation, and allowing the firm to utilize the funds as their own. Client formerly waives client's rights under Rule 1.15-2(h) of the Revised Rules of Professional Conduct to make attempts to return or collect *di minimis* funds. A "*di minimis*" amount is typically defined as less than Ten (\$10.00) dollars.

By signing below, I acknowledge that I have read and understand this document and I agree to the terms of legal services outline therein.

Signature

Date

Signature

Date

ANTI-FRAUD DISCLOSURE TO CONSUMERS

Anti-Fraud Disclosure Statement

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Wheatly Law Group, PA has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Wheatly Law Group, PA will never send you any electronic communication with instructions to transfer funds or provide nonpublic personal information, such as credit card or debit number or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUST SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Wheatly Law Group, PA, do NOT respond to it and IMMEDIATELY contact our office. Such requests, even if they may otherwise appear to be from Wheatly Law Group, PA, are likely part of a scheme to defraud you of by stealing funds from you or using your identity to commit a crime.

To notify Wheatly Law Group, PA of suspected fraud related to your real estate transaction, contact: klp@wheatlylaw.com or mwl@wheatlylaw.com

ACKNOWLEDGEMENT: I/we have read this Anti-Fraud Disclosure Statement and understand that Wheatly Law Group, PA will never send me/us any electric communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

Signature

Date

Signature

Date

Additional Signatures Addendum

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

CLOSING QUESTIONNAIRE (PURCHASE)

Please complete information and return to our office as soon as possible via email.

Thank you and we look forward to working with you on this transaction.

PROPERTY ADDRESS: _____

CLOSING DATE & TIME: _____

(If not yet scheduled, we will notify you when it has)

TOTAL COMMISSION: _____

SELLER AGENT:

Name: _____

Agency: _____

Ph: _____

Email: _____

Commission Split: _____

BUYER AGENT:

Name: _____

Agency: _____

Ph: _____

Email: _____

Commission Split: _____

BUYER INFORMATION

Name: _____
(If Individual, please provide spouse’s name as they will be required to sign the Deed of Trust, if applicable)
(If a Corporation or Limited Liability Company, please list name of authorized officer who will be signing the documents on behalf of the Company):

Mailing Address:

Home Telephone No: _____

Work Telephone No.: _____

Cell Telephone No. _____

Email: _____

SSN and initials for Buyer No. 1: _____

SSN and initials for Buyer No. 2: _____

Mortgage Information: (If Applicable)

Bank Name: _____

Telephone No.: _____

Account No: _____

Loan Amount: _____

Insurance Agency

Name: _____

Agent: _____

Telephone: _____

Email: _____

Does the Buyer plan on attending closing? _____

If not, please provide overnight address where documents should be overnighted, if our office is to prepare:

SELLER INFORMATION

Name: _____

(If Individual, please provide spouse’s name as they will be required to sign the Warranty Deed)
(If Seller is a Corporation or Limited Liability Company, please list name of authorized officer who will be signing the documents on behalf of the Company):

Mailing Address:

Home Telephone No: _____

Work Telephone No.: _____

Cell Telephone No. _____

Email: _____

SSN and initials for Seller No. 1: _____

SSN and initials for Seller No. 1: _____

Mortgage Payoff Information:

Bank Name: _____

Telephone No.: _____

Account No: _____

Does the seller have an attorney preparing their documents? Yes _____ No _____

If yes, name: _____

Telephone No.: _____

If not, would you like our office to prepare the documents? Yes _____ No _____

Does the seller plan on attending closing? Yes _____ No _____

If not, please provide overnight address where documents should be overnighted, if our office is to prepare:

Homeowner’s Association (If Applicable)

Name: _____

Treasurer’s Name: _____

Telephone No.: _____

Does the Seller have a prior survey they will be providing to the Buyers?

Yes _____ No _____

If so, please provide our office with a copy prior to closing.

Will the Seller be providing a home warranty at closing? Yes _____ No _____

If so, please provide information prior to closing.

Is there a mobile home involved? Yes _____ No _____

If so, has the mobile home been titled? Yes _____ No _____

If so, please provide the following prior to closing if applicable: **Title or Certificate of Origin**

REMINDER: PLEASE EMAIL ANY INFORMATION NEEDED AS SOON AS POSSIBLE PRIOR TO CLOSING!!!!

COVID-19 RULES AND RESTRICTIONS

August 23, 2021 - The Town of Beaufort Board of Commissioner's passed a face covering ordinance which goes into effect at 12:01 a.m. Tuesday, Aug. 24, 2021.

Since real estate closings take place in an area where social distancing is not a possibility, you will need to wear a face covering.

However, if you have displayed symptoms of Covid-19 or tested positive for Covid-19 we have no choice but to reschedule your closing after the 14-day quarantine time from your first symptom or after you have received a negative test.

Please be courteous to our staff and do not ask that a special exception be made. The health of our employees is valuable and we would like to be able to continue to serve you and other patrons.