

## 9. GETTING STARTED

### PDF Supplement

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(Your Letterhead)

(Date)

Via U.S. mail & email

(Seller)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re:** *(Seller Name) s/t (Buyer Name)*  
**Subject Property:** \_\_\_\_\_

Dear (Seller) \_\_\_\_\_:

As you know, our office is acting as Escrow and Closing Agent in connection with the above-referenced transaction. Please let this letter serve to confirm that on \_\_\_\_\_, 201\_\_, our office received from (Buyer) \_\_\_\_\_ check no. \_\_\_\_\_, in the amount of \$ \_\_\_\_\_, which amount satisfies the Initial Deposit due under the terms of the executed Residential Contract for Sale and Purchase dated \_\_\_\_\_ (the "Contract").

Please note these funds are subject to clearance and will be held in the (law firm) \_\_\_\_\_, P.A. Real Estate Trust Account in accordance with terms of the Contract.

Should you have questions, please do not hesitate to contact us.

Very truly yours,

(YOUR LAW FIRM), P.A.

CC: All interested parties

# KEEBLER, NABISCO & AMOS, P.A.

123 Milano Way  
Orlando, FL 32822  
(407) 765-4321

May 23, 20XX

Via U.S. mail & email

Rahul B. Chopra & Sonia Chopra  
2059 Tillman Avenue  
Winter Garden, FL 34787

**Re: Chopra Sale to Black**  
**Subject Property: 2059 Tillman Avenue, Winter Garden, FL**

Dear Mr. & Mrs. Chopra:

As you know, our office is acting as Escrow and Closing Agent in connection with the above-referenced transaction. Please let this letter serve to confirm that on May 23, 20XX our office received from **Edward F. Black and Pamela M. Black** check no. **1436**, in the amount of **\$40,000.00**, which amount satisfies the additional Deposit due under the terms of the executed Residential Contract for Sale and Purchase dated 5/21/20XX (the "Contract"). We are now holding a total deposit of \$50,000.00.

Please note these funds are subject to clearance and will be held in the **Keebler, Nabisco & Amos, P.A.** Real Estate Trust Account in accordance with terms of the Contract.

Should you have questions, please do not hesitate to contact us.

Very truly yours,

Keebler, Nabisco & Amos, P.A.

Wally Amos, Esq.

CC: Mr. Ron T. Baker, Homefinders Realty  
Mr. Manny Muffin, Sunshine Realty

**CLOSING CHECKLIST**

File No. \_\_\_\_\_

**DATES**TITLE / BUYER REP / SELLER REP / REFI / LENDER REP**PROPERTY ADDRESS**

<b>BUYER</b>	
Name:	
Phone:	
Email:	

**BUYER AGENT**

Name:	
Phone:	
Email:	

**CASH / FINANCING**

<b>LENDER</b>	
Name:	
Processor:	
Phone:	
Email:	

**SELLER**

Name:	
Phone:	
Email:	

**LISTING AGENT**

Name:	
Phone:	
Email:	

**BUYER / SELLER ATTORNEY**

Name:	
Phone:	
Email:	

**TITLE COMMITMENT - Requirements**


**ESTOPPEL**



**SPECIAL CLAUSES**


<b>TENANT</b>	Yes	No
<b>COPY OF LEASE</b>	Yes	No
<b>TENANT ESTOPPEL</b>		

	Ordered	Received
Title		
Lien Search		
Survey		
Estoppel		
Estoppel (Master)		
Taxes	Paid	Not Paid
Payoff #1		
Payoff #2		
Association Approval	Applied For	Approved Original
Seller Documents	Received	Approved
1099		
W-9'S		

<b>Closing Update</b>		
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<b>Fee Quote</b>
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**LIEN SEARCH - Alerts**


**POST CLOSING**

<b>Recording</b>	
<b>Loan Package Sent</b>	
<b>Seller SS# in DT</b>	
<b>Seller Mailing Add in DT</b>	
<b>DT file CLOSED</b>	

<b>Policies</b>	
<b>Zero Balance Sheet</b>	

## Suggested Organization for a Two-Sided Closing File

In this example for a two sided file, financial information is on one side of the file and the title information and documentation on the other. One can use sheets of colored paper, with or without descriptions, as dividers. It is a good practice to keep all notes and e-mails in the file and verify that the ledger card/report indicates the file balance is zero and all deposits and checks have cleared the bank before closing the file for storage.

Left Side from Bottom Up	Right Side from Bottom Up
Contract	Prior policy and copy of plat with lot or unit highlighted
Payoff letters from mortgage companies, bank, homeowners, or condominium associations; liens; credit card invoice; bills; survey invoices; termite/pest inspection invoice; home inspection invoice	Copies of recorded documents found in title search
Tax information	Branch title information or ATIDS search report and commitment
Balance sheet from DoubleTime	Pre-closing update
Copies of incoming deposits, checks, or wire transfer confirmations	Copies of correspondence, photo identifications, closing documents, survey, termite pest report, homeowner's inspection results
Copies of outgoing checks or wire transfer confirmations	Lender's documents with lender's instructions on top
Copy of file ledger(with actual receipts and disbursements); the ledger should indicate payee, date, and how received or disbursed	Copies of documents and cover letter sent to recording; and settlement statement
	Post-closing update
	Recorded documents
	Final policies, worksheets, and 1099

## Suggested Organization for a Six-Sided Closing File

A six sided closing file, allows for Financial; Title; Originals to be Signed; Document Drafts; Correspondence; and Contract Matters to be kept together, in a handy format. It is a good practice to keep all notes and e-mails on the Correspondence tab, your ledger card/report on top of the Financial tab (so you can confirm that it indicates the file balance is zero and all deposits and checks have cleared the bank before closing the file for storage), and the recorded satisfaction(s) of mortgage on top of the Title tab (again making it easy to confirm this has been completed, before sending the file off to storage).

All documentation placed into the file should be in reverse date order (oldest document at the bottom, latest document at the top). The following list contains examples of where documents could go in the file. It is not meant to be exhaustive, nor the only way to maintain your files.

### **Financial Tab**

- Tax Search

- Lien/Municipal Search Invoices

- Termite/Pest Inspection Invoice

- Home Inspection Invoice

- Survey Invoice

- Estoppels/payoff letters from mortgage company, bank, HOA, COA, liens

- Credit card invoice

- All bills to be paid at closing

- Lender's Closing Instructions

- Policy Rating Worksheet

- Loan Estimate

- Closing Disclosure/Settlement Statement

- Balance Sheet

- Copies of all incoming deposits (checks/wire transfer confirmations)

- Copies of outgoing payments (checks/wire transfer confirmations)

- Copy of file ledger card/report (with actual receipts and disbursements) - the ledger card/report should indicate payee, date, and how received or disbursed

**Title Tab**

Prior policy  
Copy of plat with lot or unit highlighted  
Copies of recorded documents found in title search  
Branch title information or ATIDS search report  
Title Commitment  
Copy of Closing Protection Letter  
Survey  
Pre-closing update with endorsement  
Post closing update  
Recorded documents (Deed, Mortgage(s), Satisfaction(s),  
Affidavit(s), etc.)  
Copies of final policies  
Signed HELOC Affidavit

**Originals to be Signed Tab**

Lender's documents with lender's instructions on top  
HELOC shut down letter  
HELOC Affidavit  
Buyer's Closing Affidavit  
Seller's Closing Affidavit  
FIRPTA Affidavit  
Deed  
Bill of Sale  
Closing Disclosure/Settlement Statement  
Termite/Pest Inspection Report  
Survey  
Worksheets and 1099

AFTER CLOSING, copies of all signed documents should be kept on  
this tab together with photo identifications!

**Documents Drafts Tab**

All drafts of documents

**Correspondence Tab**

All correspondence  
Copies of Estoppel Request Letters  
Copies of Fax cover sheets  
Copies of e-mails

Copies of meeting notes and phone conference notes

**Contract Tab**

Copy of final, fully executed contract with all riders

Copy of all fully executed contract addenda and amendments

Homeowner's inspection results

# Client Intake Checklist

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Obtain prior policy, if available, for present transaction

- Obtain vesting deed, and compare to policy
- Are insureds in title?
  - Are individuals alive or deceased?
    - If deceased, obtain will and/or trust, if any
    - Probate started?
    - Death certificate ordered or recorded?
  - Have there been subsequent transfers?
    - To trust
      - Obtain trust and amendments
    - To corporation or limited liability company
      - Obtain Aarticles of incorporation or organization
      - Review statement of authority, company information on Sunbiz, and/or obtain operating agreement
      - Obtain certificate of good standing
- Determine if re-issue rates apply
- Determine if Mutual Indemnification Treaty may apply

## Is the closing a mail-away or in person?

- Prepare clear execution instructions for documents
- Send overnight delivery return envelope for mail-away closings

## Is a power of attorney (POA) to being used?

- For buyer and/or seller
- POA witnessed and notarized in conformance with Florida law?

## Is this a condominium unit or planned unit development?

- Obtain waiver of right of first refusal and/or approval by board of directors
- Are there any sub-associations?
- Obtain sample coupons or statements for all assessments
- Obtain estoppels from all associations and sub-associations

## Is there a prior survey?

- Does legal description on survey match prior policy and vesting deed?
- Are there any encroachments that will cause issues?

## Has there been a divorce after the vesting deed?

- Obtain marital settlement agreement for distribution of proceeds and vesting
- Are both former husband and wife cooperating in the closing?
- Has either party to the divorce remarried?
- Who is living on the property as homestead?

## Have any of the individual parties or any members of the limited liability company been party to a bankruptcy, either in the past or currently?

- Is it a Ch. 7, 11, or 13?
- PACER inquiry?

# Client Intake Checklist

## Has property been foreclosed or is currently in foreclosure?

- Are there code violations?
- Are there code enforcement liens?
- Is the seller currently in foreclosure?
  - Get foreclosure case information and lender's attorney contact info
  - Need estoppel information from foreclosing attorney and lender.

## Is buyer obtaining a mortgage from an institutional lender?

- Obtain closing instructions, if possible
- What endorsements will they require?
  - Assume ALTA 9-06, 8.1-06, and 4.1-06/5.1-06 will be required and include in price quote for lender
  - Other endorsements

## How many outstanding mortgages?

- Obtain sample coupon or statements of all lenders
- Obtain estoppels from all lenders

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **CLOSING INFORMATION SHEET**

To: \_\_\_\_\_

From: \_\_\_\_\_

Re: \_\_\_\_\_

Closing Date: \_\_\_\_\_

Our office will coordinate the closing on your purchase. The information requested on this sheet will be used to prepare all closing documents. PLEASE complete the information accurately and legibly and return to me by fax at \_\_\_\_\_ or via email at \_\_\_\_\_.

1. Do you intend to be present for closing? \_\_\_\_\_ Or, will you close by mail? \_\_\_\_\_

Please indicate an address and telephone number at which you can be contacted with notification of closing details.

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Numbers: HOME: \_\_\_\_\_ CELL: \_\_\_\_\_

WORK: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

2. Please indicate mailing address that will be recited on the Warranty Deed. (This address will be the address at which you will receive your annual Florida real property tax bill in November of each year.)

Same as above \_\_\_\_\_ OR \_\_\_\_\_

\_\_\_\_\_

3. Social Security Numbers: (H)usband: \_\_\_\_\_ (W)ife \_\_\_\_\_

Please indicate your marital status: Married \_\_\_ Single \_\_\_ Divorced \_\_\_

Please designate how you wish your name(s) to appear on the Warranty Deed.

\_\_\_\_\_

4. Please check one of the following indicating how you wish to take title.

\_\_\_\_\_ a. Tenants by the Entirety: Applies only to Husband and Wife and upon the death of a spouse, the title automatically passes to the surviving spouse.

\_\_\_\_\_ b. Tenants in Common: Each party owns an undivided interest and upon the death of a co-tenant, his interest passes to his heirs and not to the surviving co-tenants. This is not usually used for Husband and Wife.

\_\_\_\_\_ c. Joint Tenants with Right of Survivorship: Upon the death of a joint tenant, title passes immediately to the surviving joint tenant.

\_\_\_\_\_ d. Partnership: Name: \_\_\_\_\_  
\_\_\_\_\_

Name(s) of Partners: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ e. Corporation:  
Name: \_\_\_\_\_  
Officers: \_\_\_\_\_  
\_\_\_\_\_

Year the corporation was incorporated: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ and please give the Federal Tax I.D. No. \_\_\_\_\_ of the corporation.

Is Corporation in good standing? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ f. Limited Liability Company:  
Name: \_\_\_\_\_  
Managing Member or Manager: \_\_\_\_\_

Year the LLC was formed: \_\_\_\_\_

State in which formed: \_\_\_\_\_ and please give the Federal Tax I.D. No. \_\_\_\_\_ of the LLC.

Is LLC in good standing? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ g. Sole Ownership:  
Please indicate marital Status: Married \_\_\_\_\_ Single \_\_\_\_\_

\_\_\_\_\_ h. Trust:  
Name of Trust:: \_\_\_\_\_  
\_\_\_\_\_

Date of Trust: \_\_\_\_\_

Trustee's Name: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ i. Other: \_\_\_\_\_

5. Will the subject property be your Homestead Property (Primary Residence)?

YES \_\_\_\_\_ NO \_\_\_\_\_

6. If you will be represented by your own attorney, please complete the following:  
(Skip to 7 if we are your attorney.)

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Mailing Address: \_\_\_\_\_

(Unless otherwise requested, all closing documents and the title commitment will be sent to your attorney.)

7. Do you expect that part of the proceeds of your settlement will come from a mortgage?

YES \_\_\_\_\_ NO \_\_\_\_\_

8. Name of Lending Institution, if any:

Contact person: \_\_\_\_\_ Phone No: \_\_\_\_\_

Will your net proceeds for the closing be provided in the form of: (check one)  
a wire transfer? \_\_\_\_\_ OR a Cashiers Check: \_\_\_\_\_

**ONLY WIRE TRANSFERS CAN BE ACCEPTED.**

**PLEASE NOTE: There are currently high incidences of theft of closing funds via fraudulent wiring instructions. If you receive any communication regarding a change in our wiring instructions, contact our office via telephone immediately. An email is not sufficient. DO NOT wire funds until you receive verbal confirmation from our office.**

9. Any other information you may wish to add.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your cooperation.

Please sign below:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE:**

1. If you are taking title as a corporation, you must provide our office with the following information:
  - a. The exact name of corporation (if Florida corp.)
  - b. The exact name of current officers.
  - c. If incorporated in a State other than Florida, you must provide Certificate of Good Standing from the state of incorporation.
  
2. If you are taking title as the Trustee for a Trust, you must provide our office with the following information:
  - a. The exact name of the Trustee(s).
  - b. If you are obtaining a mortgage, you must provided the face page of the Trust and the pages of the Trust showing the trust name, date of trust, trustee's name, authority of trustees to borrow money, and the signature page.
  
3. If you are taking title as a Partner in a Partnership, you must provide our office with the following information:
  - a. The exact name of partnership.
  - b. The exact name of all partners if a general partnership.
  - c. The exact name of the general partner if a limited partnership.
  - d. If it is a limited partnership organized in a state other than Florida, you must provide a Certificate of Good Standing from the state of formation.
  
4. If you are taking title as a Limited Liability Company, (LLC.), you must provide our office with the following information:
  - a. The exact name of the LLC.
  - b. The exact name of the Manager or Managing Member.
  - c. If this limited liability company was organized in a state other than Florida, you must provide a Certificate of Good Standing from the state of formation.

If you should have any questions regarding anything contained in this information sheet, please feel free to contact \_\_\_\_\_ at \_\_\_\_\_. Thank you very much for your prompt attention to this matter.

**Please return by fax or email to:**

**(Name of Attorney and/or Law Firm)**

**FAX: (239) \_\_\_\_\_**

**EMAIL: \_\_\_\_\_**

# CLOSING CHECKLIST AND INFORMATION SHEET

File # \_\_\_\_\_

Date Opened \_\_\_\_\_

**Our Client:**

**Other Party (Buyer/Seller)**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

**Attorney for: Buyer [ ] Seller [ ]**

**Title Company**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

**Real Estate Brokers [Listing Agent]**

**Real Estate Brokers [Selling Agent]**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Mortgage Information:**

**Assumption:** \_\_\_\_\_ Estoppel Requested: \_\_\_\_\_ Received: \_\_\_\_\_ Loan #: \_\_\_\_\_

Current Mortgage Holder: \_\_\_\_\_ Phone #: \_\_\_\_\_

**NEW:** Lender: \_\_\_\_\_

Mortgagee Clause: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mortgage Broker: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Contract Requirements:**

Acceptance Deadline: \_\_\_\_\_ **Contract Date:** \_\_\_\_\_ **Closing Date:** \_\_\_\_\_

Comments/Contingencies: \_\_\_\_\_

Financing: \_\_\_\_\_ Deadline for Inspections: \_\_\_\_\_

**Abstract & Title Information:**

Abstract/ATIDS printout ordered prior to closing: \_\_\_\_\_ Received: \_\_\_\_\_

Abstract/ATIDS printout continued after closing: Date Ordered: \_\_\_\_\_ Received: \_\_\_\_\_

**Prior Policy:** \_\_\_\_\_ Effective Date: \_\_\_\_\_ Co.: \_\_\_\_\_

**Policies to be issued:**

**Owner:** \_\_\_\_\_ Amount: \$ \_\_\_\_\_ **Mortgagee:** \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date Issued: \_\_\_\_\_ Policy #: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Policy #: \_\_\_\_\_

**Property Taxes:**

**Folio No.:** \_\_\_\_\_ Gross: \$ \_\_\_\_\_ Net: \$ \_\_\_\_\_

Pending Liens: \_\_\_\_\_ Waste Tax Fees: Paid/Unpaid through: \_\_\_\_\_

Confirmed by: \_\_\_\_\_ PHONE #: \_\_\_\_\_

**Inspections:**

Walk through scheduled: \_\_\_\_\_

**Termite:** Company: \_\_\_\_\_ Received: \_\_\_\_\_

**Roof:** Company: \_\_\_\_\_ Received: \_\_\_\_\_

**Order Survey:**

Surveyor: \_\_\_\_\_ Phone #: \_\_\_\_\_

Certify to: \_\_\_\_\_

**Order Hazard Insurance:** (or assumption):

Agency: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Premium: \_\_\_\_\_ Anniversary date: \_\_\_\_\_

**Order Flood Insurance:** (if applicable):

Agent: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Building & Zoning: Contact Person \_\_\_\_\_ Phone #: \_\_\_\_\_  
Zone: \_\_\_\_\_ Source: \_\_\_\_\_

**Maintenance & Assessments:**

Maintenance Amount:\$ \_\_\_\_\_ Payable: \_\_\_\_\_ Paid Through: \_\_\_\_\_  
Special Assessments: \_\_\_\_\_ Amount:\$ \_\_\_\_\_ Due: \_\_\_\_\_  
Estoppel Ordered: \_\_\_\_\_ From: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

***DOCUMENTS TO BE PREPARED: ITEMS REQUIRED FOR CLOSING:***

Closing Statement: _____	Roof Inspection: _____
Deed: _____	Termite Inspection: _____
Bill of Sale: _____	Insurance Policy: _____
No Lien Affidavit: _____	Tax Receipts: _____
Mortgage Deed: _____	Survey: _____
Affidavit: _____	Keys: _____
Satisfaction of Mtgs: _____	Estoppel Statements: _____
Mtg Transfer Forms: _____	Affidavit: _____
FIRPTA Affidavit: _____	Satisfaction of Mortgage: _____
DR219: _____	Loan documents from Lender: _____

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***POST-CLOSING PROCEDURES:***

Documents Recorded: \_\_\_\_\_  
Mtg. Docs Ret.: \_\_\_\_\_  
Client's Disbursal: \_\_\_\_\_  
Deed Mailed to Purchaser: \_\_\_\_\_  
Title Policies mailed: \_\_\_\_\_  
Abstracting Bills Pd.: \_\_\_\_\_  
Amortization Schedule: \_\_\_\_\_  
1099B Filed: \_\_\_\_\_  
Realtor Letter: \_\_\_\_\_

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**FILE CLOSED:** \_\_\_\_\_

## PRE-CLOSING CHECKLIST

<u>NEEDED</u>	<u>PRE-CLOSING</u>	<u>REQUESTED</u>	<u>RECEIVED</u>	<u>COMMENTS</u>
_____	Locate Prior Owner's Policy	( )	( )	_____
_____	Abstract	( )	( )	_____
_____	Locate Abstract	( )	( )	_____
_____	Title Search Report	( )	( )	_____
_____	Closing Protection Letter	( )	( )	_____
_____	Atids Property & Name Search	( )	( )	_____
_____	Commitment (Owner & Mortgagee)	( )	( )	_____
_____	Payoff 1st Mortgagee Bank: _____		Phone: _____	
_____	Payoff 2nd Mortgagee Bank: _____		Phone: _____	
_____	Payoff 1rd <sup>l</sup> Mortgagee Bank: _____		Phone: _____	
_____	Water & Sewer Information	( )	( )	_____
_____	Solid Waste Information	( )	( )	_____
_____	City/County Lien Information	( )	( )	_____
_____	Condo/Homeowner's Estoppel Letter	( )	( )	_____
_____	Condo/Homeowner's Approval	( )	( )	_____
_____	Roof Inspection	( )	( )	_____
_____	Termite Inspection	( )	( )	_____
_____	General Inspection	( )	( )	_____
_____	Hazard Insurance	( )	( )	_____
_____	Flood Insurance	( )	( )	_____
_____	Certificate of Insurance	( )	( )	_____
_____	Prior Survey	( )	( )	_____
_____	Old Survey Improvements _____ Yes _____ No			
_____	Old Survey Certified to Borrowers _____ Yes _____ No			
_____	Survey (New)	( )	( )	_____
_____	Certificate of Occupancy	( )	( )	_____
_____	Soil Treatment	( )	( )	_____
_____	Atids Pre-Closing Property & Name Updates( )		( )	_____
_____	(Right before Closing)			

## CLOSING CHECKLIST

<u>NEEDED</u>	<u>PRE-CLOSING</u>	<u>REQUESTED</u>	<u>RECEIVED</u>	<u>COMMENTS</u>
_____	Pre-Closing Update	( )	( )	_____
_____	Copies of I.D./All Parties	( )	( )	_____
_____	Collect Original Insurance/Paid Receipt	( )	( )	_____
_____	Collect Overages From Realtors	( )	( )	_____
_____	Collect Cash – Buyers/Sellers	( )	( )	_____

### SELLER DOCUMENTS

_____	Warranty Deed	( )	( )	_____
_____	Bill of Sale	( )	( )	_____
_____	Multiple Affidavit	( )	( )	_____
_____	(Firpta, No Lien, Possession, Gap)			
_____	Non I.D. Affidavit	( )	( )	_____
_____	Continuous Marriage Affidavit	( )	( )	_____
_____	Rents	( )	( )	_____
_____	Security Deposits	( )	( )	_____
_____	Due on Transfer Rider	( )	( )	_____
_____	Non Representation Rider	( )	( )	_____
_____	Mortgage Transfer Fee	( )	( )	_____
_____	Certificate of Good Standing	( )	( )	_____
_____	Corporate Resolution	( )	( )	_____

### BUYER DOCUMENTS

_____	Mortgage and Note	( )	( )	_____
_____	Homeowner's Insurance	( )	( )	_____
_____	Letter Waiving Title Insurance	( )	( )	_____
_____	Non I.D. Affidavit	( )	( )	_____
_____	Non Representation Affidavit	( )	( )	_____
_____	Continuous Marriage Affidavit	( )	( )	_____
_____	Gap Affidavit	( )	( )	_____
_____	Mortgage Escrow	( )	( )	_____
_____	Due on Transfer Rider	( )	( )	_____
_____	Condo Approval	( )	( )	_____

\_\_\_\_\_ Closing Package (Fully executed, dated, & notarized. Note: Make sure all docs are either signed or initialed.) ( ) ( ) \_\_\_\_\_

**MISCELLANEOUS ITEMS NEEDED FOR CLOSING**

_____	Closing Statement (Hud)	( )	( )	_____
_____	Hold harmless agreement	( )	( )	_____
_____	Notice of term & Affidavit (owners)	( )	( )	_____
_____	Assignment of Mortgage	( )	( )	_____

**OTHER ITEMS** (Look at schedule B of Commitment)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. Tax Prorations: \_\_\_\_\_
6. Marital Status on Documents \_\_\_\_\_
7. R/E Commissions: \_\_\_\_\_
8. Doc Stamps Mortgage: \_\_\_\_\_
9. Doc Stamps on Deed: \_\_\_\_\_
10. Endorse Lenders Check: \_\_\_\_\_
11. Surtax on Deed: \_\_\_\_\_
12. Security Deposit Proration \_\_\_\_\_
13. Rent Proration: \_\_\_\_\_
14. Water & Sewer Protection Letter \_\_\_\_\_
15. Taxes Protection Letter: \_\_\_\_\_

**Items to be Paid**

- First Mortgage \_\_\_\_\_
- Second Mortgage \_\_\_\_\_
- Third Mortgage \_\_\_\_\_
- Taxes \_\_\_\_\_
- Insurance \_\_\_\_\_
- Condo/H.O.A Assoc. \_\_\_\_\_
- Water & Sewer \_\_\_\_\_
- Roof Repairs & Insp. \_\_\_\_\_
- Termite Rep. & Insp. \_\_\_\_\_
- Survey \_\_\_\_\_
- Judgment & Liens \_\_\_\_\_

**POST CLOSING CHECKLIST**

1. \_\_\_\_\_ Original Documents Recorded
  2. \_\_\_\_\_ Posting Closing Searches on ATIDS (Property & Name) Not required on LRS.
  3. \_\_\_\_\_ Payoff First Mortgagee
  4. \_\_\_\_\_ Payoff Second Mortgagee
  5. \_\_\_\_\_ Payoff Third Mortgagee
  6. \_\_\_\_\_ Satisfaction of First Mortgage
  - \_\_\_\_\_ Cancelled Note First Mortgage
  7. \_\_\_\_\_ Satisfaction of Second Mortgage
  - \_\_\_\_\_ Cancelled Note Second Mortgage
  8. \_\_\_\_\_ Satisfaction of Third Mortgage
  - \_\_\_\_\_ Cancelled Note Third Mortgage
  9. \_\_\_\_\_ All Satisfactions Recorded
  10. \_\_\_\_\_ Taxes Paid
  11. \_\_\_\_\_ Water & Sewer Paid
  12. \_\_\_\_\_ Judgments & Liens Paid
  13. \_\_\_\_\_ Non I.D. Recorded
  14. \_\_\_\_\_ Continuous Marriage Recorded
  15. \_\_\_\_\_ 1099 Sent
  16. \_\_\_\_\_ Send Original Mortgage to Bank
  17. \_\_\_\_\_ Send Original Assignment to Bank
  18. \_\_\_\_\_ Send Original Mortgagee Policy to Bank
  19. \_\_\_\_\_ Send Owner's Policy to Owner
  20. \_\_\_\_\_ Condominium Approval Recorded
  21. \_\_\_\_\_ Condominium/Homeowner's paid
  22. \_\_\_\_\_ Homeowner's Insurance Paid
  23. \_\_\_\_\_ Condominium Lien language Clause
  24. \_\_\_\_\_ Title Policy Endorsements (FL. Form 9/Alta 8.1/PUD 4.1)
  25. \_\_\_\_\_ Check for Survey Exceptions
  26. \_\_\_\_\_ Affidavit Done
  27. \_\_\_\_\_ Navigable Water Exception
  28. \_\_\_\_\_ Pay Title Underwriter 30%
  29. \_\_\_\_\_ Send Prior Policy if Reissue Rate Applies
  30. \_\_\_\_\_ Mail in Copies of Policies to Underwriter
  31. \_\_\_\_\_ Certified Receipt's back
- \_\_\_\_\_ Owners \_\_\_\_\_ Lenders \_\_\_\_\_ Other

**MISCELLANEOUS CLOSING INFORMATION**

Borrower's forwarding Address: \_\_\_\_\_

Two Phone Numbers where they can be reached: \_\_\_\_\_

Seller's forwarding Address: \_\_\_\_\_

Two Phone Numbers where they can be reached: \_\_\_\_\_

Mail original Owner's Policy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail original Mortgagee Policy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Closing Checklist

_____ Title Search	Date Ordered _____	Date Received _____
_____ Title Commitment	Date Ordered _____	Date Received _____
_____ Title Policy		
_____ Owners	Date Mailed _____	
_____ Mortgagee	Date Mailed _____	
_____ Payoff (First)	Date Ordered _____	Date Received _____
_____ Payoff (Second)	Date Ordered _____	Date Received _____
_____ Survey (or Affidavit)	Date Ordered _____	Date Received _____
_____ HOA/CONDO	Date Ordered _____	Date Received _____
_____ Hazard Insurance		
_____ Closing Protection Letter		
_____ Deed (Warranty/Quit Claim)		_____ No-Lien Affidavit - Refinance
_____ Borrower's/Buyer's Affidavit		_____ Seller's Affidavit
_____ Compliance/Tax Proration Agreement		_____ Hold Harmless/HOA/Utility Bills
_____ Seller's Further Assurance/Payoff		_____ Further Assurance-Payoff/Refi
_____ Notice to Purchaser/Mortgagor		_____ Seller/Buyer Information Sheet
_____ 10-99 Form		_____ Death Certificate
_____ Wire Transfer Authorization		_____ Hold Harmless – Short Sale
_____ Notice of Entitlement to Reissue Rate		_____ Reissue Rates Disclosure
_____ Privacy Policy		_____ Power of Attorney
_____ Satisfaction of Mortgage		_____ Notice of Termination/Release of Lien
_____ Notary Public Affidavit		_____ Affidavit of Non-Identity
_____ Affidavit of Continuous Marriage		_____ Affidavit of Limited Liability Company
_____ Trustee's Affidavit		_____
_____ (\$ _____) in Escrow/with Realtor		_____
_____		_____

# DO YOUR PRE-CLOSING CHECKLIST AND INTAKE FORMS NEED A MAKEOVER?

BY R. LYNN LOVEJOY, FUND SR. UNDERWRITING COUNSEL

It is the day of closing and a person who does not resemble the seller you first conferenced with a couple of months ago arrives. The individual hands you a power of attorney, naming him as agent, signed by the actual seller; but, it is neither witnessed nor notarized. Perhaps instead you are involved in a closing where title appears to be held as an estate by the entirety. Two people arrive expecting their share of the proceeds from the sale stating they are beneficiaries of one of the sellers who has died. To further complicate matters, you find out the husband and wife on title were divorced. Unfortunately, this is the first time you are hearing about the death and the divorce. If anything like this has happened to you, it may be a good time to revisit your pre-closing checklist and intake forms.

A title search does not reveal everything that may become an objection to title. In the first example, a title search would not reveal that a power of attorney is needed. In the second example, if a married couple has been divorced in another state or even another county in Florida, a title search of this property probably would not show a recorded divorce judgment or decree. Also, a title search would not necessarily reveal that anyone has died unless a death certificate or some other instrument indicating the death has been recorded in the county where the property is located. Unfortunately, often nothing is recorded until after a sale is contemplated.

How can these embarrassing scenarios be avoided? One suggestion is to have a thorough pre-closing checklist or intake form that prompts an inquiry about certain documents when the contract is received.

Many Fund Members have attended the New Member Training Program and received sample checklists. However, even if checklists are currently being utilized, an update or revision may be in order. This article gives several suggestions for revising intake forms or pre-closing checklists based on questions received by the Fund's Underwriting Department concerning similar scenarios to those previously described.

When acting as title agent, it is important to obtain the prior title insurance policy and vesting

deed for the present transaction as soon as possible. When received, ask if the exact same insureds are still in title and, if individuals, if they are still alive. The reasons for the questions are several. First, if the property has been transferred into a trust, a corporation, or a limited liability company, subsequent to the policy effective date, an examination may be required of the trust and all amendments, or the corporate or limited liability company documents, such as articles of incorporation or organization and operating agreements to determine who has authority to sign and how the transfer has affected title. Certificates of good standing or resolutions for certain entities may also be needed. Reviewing these documents may take considerable time and there may be a cost to obtain them. If an entity is already vested with title according to the title policy, get a head start by determining which of the entity documents mentioned above are necessary and obtain them.

If individuals are in title and one or more are now deceased, depending on how the decedents held title, wills of the decedents, if any, may need to be obtained and inquiry made whether probate has commenced. Contact information for the probate attorney when a probate is involved is also helpful, as certain matters may need to be discussed from time to time. A recordable death certificate will also need to be obtained. This is a good time to ask if the decedents had a trust because it and all amendments may need to be reviewed as well. Obtaining and reviewing the documents mentioned above may take considerable time and changes in the requirements and exceptions on the commitment may be necessary. If possible, try to obtain and review these documents before ordering or doing a title search and examination. To enable this early review, request these documents as soon as possible after becoming the designated title agent.

There are additional reasons to obtain the prior title policy right away. It may be needed to determine if the present transaction qualifies for a reissue rate. Additionally, if a title search and examination reveal a title defect, a prior policy may allow for automatic indemnification under the Mutual Indemnification Treaty (Trea-

ty). A summary of the provisions of the Treaty and what it covers can be found in Appendix C of the *Fund Title Notes*.

Another determination is whether the closing will be a mail-away for one or both parties and whether one or both parties will be executing documents via a power of attorney. If the titleholders will be signing, but it is a mail-away, be sure to send forms to be signed well ahead of time in order to get them back in time for closing. To ensure they are not sent back by regular mail, enclose a self-addressed overnight delivery envelope with the package. To prevent forms from being executed incorrectly, send clear and easy to understand instructions with the package. Instructions could also be printed on bright yellow, bright green, or bright pink paper so they will not be missed. It is essential to verify that the insured lender in the current transaction does not object to a mail-away closing or a closing by an agent under a power of attorney.

If the parties will be signing by a power of attorney, make sure to receive a copy of the power of attorney to review well ahead of time so as not to extend the closing date in the event of a defect in the instrument. Make sure the power of attorney is witnessed and notarized correctly and conforms to Florida law. Powers of attorney can be specific, durable, or military. Ch. 2, Agency, of the *Fund Title Notes*, give guidance on what to look for in a valid power of attorney.

If the transaction involves a residence in a condominium or homeowners' association, inquire whether approval or waiver of a right of first refusal is required by the respective board of directors of the association. The same must also be confirmed by review of the recorded association declaration. Closing should never take place until approval or waiver in writing is received. Also, inquire whether there are any sub-associations within the condominium or planned unit development. More and more properties are developed with both master and sub-associations. Unfortunately, forgetting to ask may mean forgotten approvals and estoppel letters needed for proration purposes that can be costly. Ask the seller for a sample coupon or statement for all assessments for ease in getting estoppel information.

Inquiry should be made as to whether the seller has a current survey. When received, make sure the legal description matches the vesting deed or present title policy legal description. Also, note whether there are any encroachments that may become an issue before closing. Using older surveys can save the buyer some expense if the survey complies with the requirements listed in TN 25.03.06.

There are several things that are often inquired about late in the closing process but should instead be considered early. One of them is whether a divorce has occurred subsequent to a vesting deed that shows title held as an estate by the entirety. If so, ask for the marital settlement agreement because often it is not recorded. Many times, the recorded divorce judgment or decree alone simply does not contain sufficient information concerning how assets or proceeds from the sale of assets are divided between the parties. The marital settlement agreement may show that information in greater detail. Inquire if former husband and wife are on friendly enough terms to execute certain documents, if necessary for the closing. Determine if one or both parties to the divorce live outside of the area necessitating a mail-away closing. Also, determine if either party has remarried and whether either lives on the property for homestead purposes.

Also, inquire early on if any parties to the transaction, or members of a limited liability company, have been or are currently in bankruptcy and whether the bankruptcy is a Ch. 7, 11, or 13. Bankruptcy is federal litigation; thus, there may not be any notice in the official records. Sometimes there is a notice called "suggestion of bankruptcy" but many times no notice is recorded. Knowing about a bankruptcy is important because certain orders from the bankruptcy court and affidavits from the bankruptcy counsel or trustee may be required to clear title. The names of the parties to the transaction can also be run on the Public Access to Court Electronic Records (PACER) website, the website for all federal cases, to determine whether a person or entity is in or has been in bankruptcy.

Another question for the seller is whether there are any certified judgment liens or child support enforcement liens outstanding. Many sellers do not realize that certified judgments and liens attach to the property being sold.

If the buyer is purchasing foreclosed property, title may have substantial defects that need resolution. Inquire of the parties whether there are any code violations or code enforcement liens that need to be cleared. Warn the parties that substan-

tial time may be needed for defects and violations to be resolved.

Also, ask if the seller is in foreclosure, and if so, obtain information about the case number, court, and lender's attorney, and inquire how far along the case is in the foreclosure process. In order to give clear title, the foreclosure process must be stopped early enough so as not to result in a certificate of title to a third party prior to closing. In this scenario, request an estoppel letter from the lender's attorney, as well as from the lender.

Also, on the subject of mortgages, make sure to inquire how many outstanding mortgages are liens on the property. Waiting for a title search to reveal all the mortgages may mean delay in getting an estoppel letter out to a subordinate lender. Ask the seller for a sample coupon or statement for all outstanding mortgages to get an early start on estoppel requests.

Finally, if the buyer is getting a mortgage, some institutional lenders do not initially request the standard lender endorsements that almost all institutional lenders require - the ALTA 9-06, ALTA 8.1-06, and either the ALTA 4.1-06 if a condominium unit is involved, or an ALTA 5.1-06 if a plat or homeowners' association is involved. Then later, after closing, disbursement, and issuance of the lender's policy, the lender requests issuance of these endorsements. In order to keep the relationship with the lender cordial, the endorsements may be issued without collecting funds from the buyer. To prevent this, assume the lender wants at least the three standard endorsements until instructed otherwise. Better yet, ask for the name of the lender early in the process and ask for its closing instructions. If the closing instructions are still vague, ask the lender if it desires the three standard endorsements. A list of lender endorsements offered in Florida are located in Ch. 9 of the *Fund Procedures Handbook*.

This article cannot cover every situation that may be presented in a transaction. Each transaction should be evaluated carefully for its unique contractual, due diligence, and title insurance related requirements and appropriate early action steps taken to satisfy those issues. Included in this issue is a checklist of what was covered in this article as a starting point for further additions and revisions.

## FINCEN REPORTING REQUIREMENTS CONTINUE

FinCEN has issued a new Geographic Targeting Order (GTO) extending the reporting requirements from Feb. 24, 2017 through Aug. 22, 2017. The prior GTO expired on Feb. 23, 2017. The terms of the GTO remain the same.

Covered transactions requiring reporting include the purchase of Miami-Dade, Broward, and Palm Beach County residential property by a corporation, limited liability company, partnership, or other similar business entity without a bank loan and where the purchase price is \$1 million or more. Trusts of any kind are not included in the definition of legal entities for purposes of the GTO; therefore, reporting of a purchase by a trust is not required.

The GTO requires that FinCEN Form 8300 be filed within 30 days of closing for transactions in which settlement occurs on or before Aug. 22, 2017. The FinCEN Form 8300 must be submitted to Fund Underwriting Counsel both prior to closing for review and after closing for transmittal to the IRS. Submit forms to [FinCENinfo@TheFund.com](mailto:FinCENinfo@TheFund.com).

Fund Underwriting Counsel can assist with FinCEN-related inquiries and may be contacted by email at [underwriting@thefund.com](mailto:underwriting@thefund.com) or by calling (800) 432-9594.

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Letter head  
Information

**Contact Information**

**DO NOT WIRE ANY MONEY WITHOUT FIRST CALLING OUR CONTACT INFORMATION BELOW.**

**The settlement industry is experiencing a significant increase in cyber-attacks aimed at stealing closing funds.**

Criminals have figured out that closing agents handle millions of dollars on a daily basis, so **YOU** have become the newest target for cyber fraud. Criminals are monitoring emails and have been successful in intercepting emails and using that information to attempt to have you wire them money. For that reason **WE WILL NOT EMAIL WIRE INSTRUCTIONS TO YOU**. If you receive directions for wiring funds, call us at the number below to verify.

**ABC Law Firm – 407-555-5555  
Mary Closer ext. 101**

We also need your contact information to verify with whom we are talking. Please fill in the information, sign and return to our office by fax (407) 555-5554 or mail 123 Main Street, Orlando, FL 32123. Do not send it by email.

Name #1: \_\_\_\_\_ Phone: \_\_\_\_\_

How are you involved in the transaction? (buyer, seller agent, etc.): \_\_\_\_\_

\_\_\_\_\_

Name #2: \_\_\_\_\_ Phone: \_\_\_\_\_

How are you involved in the transaction (buyer, seller agent, etc.)?: \_\_\_\_\_

\_\_\_\_\_

By signing below, I acknowledge that I have read this information.

Name #1: \_\_\_\_\_

Name #2: \_\_\_\_\_

## WIRE CHECKLIST

Wire to: \_\_\_\_\_

- Confirm instructions are complete:
  - Full name of payee/Account-holder
  - Account holder address (no P.O. box, street address only)
  - Account Number
  - Routing number
  - Receiving Bank Name
  
- Confirm accuracy of instructions:
  - Confirm recipient name on instructions matches recipient of wire
  - Confirm ABA number is valid and matches receiving bank
  - Confirm account number is accurate by calling receiver/account-holder and verifying same. **ALL VERIFICATION WITH PAYEE MUST BE DONE THROUGH INDEPENDENT RESEARCH TO OBTAIN CONTACT INFORMATION.**
  
- Disbursement of funds:
  - Obtain disbursement authorization matching account-holder information and signed by payee for funds being sent to payee
  - Obtain disbursement authorization matching account-holder information and signed by party funds are being sent on behalf of (seller for payoff funds and lender for lender proceeds). Disbursement Authorization (DA) should contain Exhibit A which is a copy of wiring instructions, DA must list amount of wire.
  - Once ALL steps above are complete wire can be entered.
  
- Enter Wire:
  - Confirm accuracy of account number entered
  - Confirm accuracy of account-holder name and address entered
  - Confirm ABA number and Receiving financial institution information matches
  - Confirm reference is correct
  - Confirm amount matches payoff or other instructions and DA
  - Transmit wire
  - Print confirmation and save to file

{DATE}

**VIA E-MAIL and REGULAR MAIL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Representation by \_\_\_\_\_ (your firm name) \_\_\_\_\_

Dear Mr. / Ms. \_\_\_\_\_:

Thank you for selecting \_\_\_\_\_ (your firm name) \_\_\_\_\_ as counsel to represent you. We value the relationships we build with our clients and believe that it will be mutually beneficial to have a clear understanding of our engagement. Accordingly, this letter confirms our representation and your authorization for us to act your behalf. If you have any questions concerning this letter, please call me.

**Scope of the Engagement.** You have requested our representation in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. You have not requested that we perform any other services or functions or assume any other responsibilities at this time. Should you request that our representation be expanded to include additional matters, we will redefine the scope of our engagement at that time.

**Conflict of Interest Review.** For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

(insert name of client & any variations)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We will assume that the above listing is accurate and complete unless you otherwise advise us. We also request that you notify us promptly if any additional searches are required because of any change in your circumstances. Additionally, both parties (\_\_\_\_\_  
and \_\_\_\_\_) have waived conflict of interest pursuant to the attached separate conflict waiver letters.

**Required Federal Reporting.** Federal law, 26 U.S.C. § 6045 requires that the settlement agent in this transaction report required information to the Internal Revenue Service. You are required by law to provide (\_\_\_\_your firm name\_\_\_\_) with your correct taxpayer identification number. If you do not provide (\_\_\_\_your firm name\_\_\_\_) with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Please enter the information below:**

(insert name of first client) \_\_\_\_\_ Taxpayer identification number: \_\_\_\_\_

Address: \_\_\_\_\_

(insert name of second client) \_\_\_\_\_ Taxpayer identification number: \_\_\_\_\_

Address: \_\_\_\_\_

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

Signed (insert name of first client): \_\_\_\_\_

Signed (insert name of second client): \_\_\_\_\_

**Professional Services and Fees.** Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement and based on their applicable hourly rates in effect at the time our invoices are rendered. These hourly rates vary depending upon the experience and expertise of the attorney or paralegal providing the service and the type of work being handled. I will be the primary attorney on this matter and my hourly rate is \$\_\_\_\_\_. My colleague(s), \_\_\_\_\_, may assist on matters as needed and his/her hourly rate is \$\_\_\_\_\_. Additionally, fees will be deducted from the advance (discussed below), or will be due within two (2) weeks after the issuance of an invoice in the event no advance remains with us. Also, we may assess a service charge of 1 ½ % per month on overdue invoices.

**Expenses and Other Charges.** In addition to fees for our professional services, there may be charges for expenses which we incur (e.g., title search and other charges, filing fees, long distance telephone and travel) and for other charges in connection with our engagement (e.g., copying, computerized legal research and faxes). Expenses incurred will be billed at our cost (which in some cases may be estimated). Other charges will be billed at amounts which reflect the value of the service or industry practice. Further detail regarding these expenses and other charges will be furnished upon request.

**Advance.** Consistent with our standard firm policy, as a condition of our undertaking any new engagement, we would like to request a fee advance of \$\_\_\_\_\_ to be held in a non-interest bearing trust account, as security for payment of our professional fees, expenses, and other charges.

**Acceptance of Engagement.** If this letter is acceptable to you, please sign the enclosed copy and return it to me. Upon our receipt of the signed letter, we will begin our work in this matter.

We are pleased that you selected \_\_\_\_\_ (your firm name) \_\_\_\_\_ to represent you and look forward to serving you.

Sincerely,

\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED AND AGREED TO:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## DRAFT ENGAGEMENT LETTER

RE: \_\_\_\_\_ (“Buyer”) purchase of  
\_\_\_\_\_ (“Property”) from \_\_\_\_\_ (“Seller”)

Dear:

We appreciate your asking \_\_\_\_\_ [insert firm name], (the “Firm”) to represent you with the above referenced matter. Please accept this letter as an engagement letter between you and our Firm, (“Engagement Letter” or “Engagement”). This Engagement Letter will include the terms and conditions set forth herein as well as the terms and conditions set forth in the attachment, (“Terms of Engagement”).

This Engagement shall consist of *[enter brief description of the “general” reason for the Engagement. For example:* the Firm representing you in the purchase of the above mentioned Property from the Seller pursuant to the *[already executed or unexecuted]* Contract for Purchase and Sale, (“Contract”).

### SCOPE OF REPRESENTATION AND EXCLUDED SERVICES

The following information will outline the services which are included within this Engagement as well as services which are excluded:

#### SERVICES INCLUDED:

1. Review of the *[already executed or unexecuted]* Contract in an effort to define and protect your rights as the Buyer of the Property as well as your escrow deposit, (“Escrow Proceeds”);
2. We will *[prepare or examine]* the title insurance commitment, code enforcement lien search and permit search as well as the survey (if applicable) and make all necessary title objections in order to ensure that you receive marketable title at closing. After closing we will *[issue or review]* the owner’s title insurance and mortgagee title insurance policy, if applicable.
3. We will *[prepare or examine]* the proposed closing documents, including the Deed, Bill of Sale, Seller’s Affidavits and HUD-1 Settlement Statement to ensure they are in order for your closing.
4. We will *[coordinate or ensure proper coordination of]* the settlement with your mortgage lender (if applicable) and ensure the mortgage documents are in accord with the lender’s loan commitment and good faith estimate (“GFE”) provided to you at the inception of the transaction.

5. We will [*serve as or monitor*] the disbursement of your Escrow Proceeds as well as [*disburse or ensure correct disbursement*] of the closing proceeds to the Seller as well as to third party payees pursuant to the HUD-1 Settlement Statement.

SERVICES NOT INCLUDED:

Please note that the following services are not included in this Engagement. Should you desire additional legal counsel and representation for the following matters (or any other matter not specifically outlined above, we must discuss and confirm these terms in writing under a separate engagement.

1. Review and counseling regarding the Condominium documents and rules and regulations;
2. United States Tax laws and tax implications of ownership and transfer of the Property;
3. Review and advice regarding property taxes and homestead compliance;
4. Estate planning, asset protection and marital law;
5. Should the Seller fail to close or default under the Contract, the legal services required to enforce the Contract are separate and apart from the transactional representation contained herein;

FEE FOR SERVICES:

Our fee for this Engagement will be \$\_\_\_\_\_, which we require be paid in advance, (“Retainer Fee”). Our wire instructions are attached for your convenience; or you may send us a check. Please note, we will not be officially Engaged until such time as the Retainer Fee has cleared our account.

In addition to the Retainer Fee, we will charge a title insurance premium at closing in the amount of the statutory rate of title insurance based on the purchase price set forth in your Contract as well as any charges for mortgagee title policy and endorsements.

REPRESENTATION AFTER CLOSING:

Although it is our policy to continue representation of you until such time as all necessary documents are recorded in the public records and the title insurance policy has been issued in accordance with the title commitment, (the “Completion of Representation”) our Retainer Fee does not include additional work which may be required on your behalf after this timeframe. Any representation after the Completion of Representation will require an additional engagement letter and retainer fee.

REPRESENTATION AGREEMENT FOR PURCHASER OF RESIDENTIAL REAL ESTATE

RE: \_\_\_\_\_ (“Buyer”) purchase of \_\_\_\_\_  
 (“Property”) from \_\_\_\_\_ (“Seller”)

Thank you for retaining \_\_\_\_\_ (the “Firm”) to represent you in the above referenced residential real estate transaction. Our representation includes the following:

1. Review of the [*already executed or unexecuted*] Contract in an effort to define and protect your rights as the Buyer of the Property as well as your escrow deposit..
2. Preparation [*or examination*] of the title insurance commitment and review of the code enforcement and permit search as well as the survey (if applicable) so as to issue the required title objections to enable you to receive marketable title at closing. After closing, the Firm will [*issue or review*] the owner’s title insurance and mortgagee title insurance policy, if applicable, to confirm that the status of title is in accordance with the contract terms.
3. Preparation [*or examination*] of the proposed closing documents, including the Deed, Bill of Sale, Seller’s Affidavits and Settlement Statement or Closing Disclosure to confirm compliance with the contract terms.
4. Coordination of the settlement with your mortgage lender (if applicable) and review and explanation of the mortgage loan documents to confirm the lender’s compliance with the required loan disclosures provided to you at the inception of the transaction.
5. Specific legal guidance that you may request of a competent residential real estate attorney to guide you through the process of closing on the purchase of the Property.

Our representation does not include the following:

1. Review and counseling regarding any condominium or homeowner’s association documents and the related rules and regulations.
2. Federal tax laws and tax implications of ownership and transfer of the Property.
3. Estate planning, asset protection and marital law.
4. Any mediation, litigation or other legal or enforcement actions arising from any actual or alleged default situation.

The Firm’s fee for this representation is \$\_\_\_\_\_, which you agree to pay at the earlier of the closing of the transaction or the termination of the Contract. You also agree to reimburse the Firm for any third party charges incurred on your behalf, such as for the survey, municipal lien and permit searches, title searches and estoppels fees. Our firm, as agent for the title insurance underwriter, will also collect from you at closing the premium for the owner’s title insurance policy as well as any required lender’s title insurance policy and endorsements. The title insurance premiums will be charged at the rate promulgated by the Florida Office of Insurance Regulation. Notwithstanding confidentiality rules imposed by the Florida Bar, you consent to the audit of the Firm’s trust account by the title insurance underwriter.

Please sign below signifying your consent to this representation and consenting to the Firm communicating with you through electronic means (e.g., email). We look forward to representing you in this transaction.

\_\_\_\_\_

**ATTORNEY NON-REPRESENTATION STATEMENT**

TO: \_\_\_\_\_ (the "Buyer")/(the "Seller")

FROM: \_\_\_\_\_ (your firm name)

RE: \_\_\_\_\_ (the "Property")

\_\_\_\_\_ ("The Firm") has agreed to act solely as settlement agent in this transaction, which means that The Firm does not represent any of the parties to the transaction.

As settlement agent, The Firm's duties are to: (i) prepare the necessary legal documents that will consummate the transaction contemplated by the \_\_\_\_\_ (the "Contract"); (ii) ensure that applicable settlement documents are properly executed; (iii) ensure that costs and expenses are allocated between the parties pursuant to the terms of the Contract; (iv) arrange for the payment and disbursement of closing proceeds and costs; (v) arrange for the recording of appropriate documents in the public records; and (vi) arrange for the issuance of the title insurance commitment and policy(ies).

**Required Federal Reporting.** Federal law, 26 U.S.C. § 6045 requires that the settlement agent in this transaction report required information to the Internal Revenue Service. You are required by law to provide The Firm with your correct taxpayer identification number. If you do not provide The Firm with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Please enter this information below:**

(insert name of first person) \_\_\_\_\_ Taxpayer identification number: \_\_\_\_\_

Address: \_\_\_\_\_

(insert name of second person) \_\_\_\_\_ Taxpayer identification number: \_\_\_\_\_

Address: \_\_\_\_\_

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

Signed (insert name of first person): \_\_\_\_\_

Signed (insert name of second person): \_\_\_\_\_

By executing below you acknowledge that: (i) you have read and understand all of the documents executed by you on behalf of the Buyer/Seller; (ii) you understand that The Firm does not represent the Buyer/Seller in any aspect of this transaction, and (iii) you have had the opportunity to employ counsel of your choice in connection with this transaction.

Dated: \_\_\_\_\_, 20\_\_

ACKNOWLEDGED:

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

# YOUR LETTERHEAD

FLORIDA LIEN SEARCH, INC.  
8899 S.W. 82 STREET  
MIAMI, FL 33173  
PH: (305) 274-8912  
FAX: (305) 274-8913

DATE: \_\_\_\_\_

FROM: Closing Department FILE RE: \_\_\_\_\_

EXPECTED CLOSING DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

FOLIO # \_\_\_\_\_ COUNTY: \_\_\_\_\_

PROPERTY ADDRESS:  
\_\_\_\_\_

BUYERS:  
\_\_\_\_\_

REFINANCING? \_\_\_\_\_ YES \_\_\_\_\_ NO

SELLERS:  
\_\_\_\_\_

LEGAL: PB / OR \_\_\_\_\_ PG \_\_\_\_\_ LOT / UNIT \_\_\_\_\_ BLK \_\_\_\_\_

SUBDIVISION NAME:  
\_\_\_\_\_

- |                          |  |
|--------------------------|--|
| _____ REAL ESTATE TAXES  | _____ ADDITIONAL ITEMS (extra fee)       |
| _____ WATER / SEWER      | _____ PUBLIC WORKS (Special Assessments) |
| _____ SOLID WASTE        | _____ PERSONAL PROPERTY TAXES            |
| _____ CITY LIENS LETTERS | _____ OTHER                              |
| _____ PERMIT SEARCH      |  |

**YOUR LETTERHEAD**

**AUTHORIZATION TO REQUEST PAYOFF**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

**We hereby authorize YOUR OFFICE to request payoff (s) on our behalf for the sale/refinance of our property located at:**

\_\_\_\_\_  
**Loan No.:** \_\_\_\_\_

\_\_\_\_\_  
**(Mortgagor): SSN: \*\*\*\_\*\*\_\*\*\*\***

\_\_\_\_\_  
**(Mortgagor): SSN: \*\*\*\_\*\*\_\*\*\*\***

# YOUR LETTERHEAD

**VIA TELEFAX**

\*\*\*\*\*

Date: \_\_\_\_\_

(lender)

**ATTN.: Payoff Department**

RE: FILE NO.: \_\_\_\_\_  
MORTGAGOR: \_\_\_\_\_  
PROP. ADDRESS: \_\_\_\_\_  
LOAN NUMBER: \_\_\_\_\_

## REQUEST FOR MORTGAGE PAYOFF

Gentlemen:

The property described above which is encumbered by your mortgage is being sold by the borrowers with closing scheduled for \*\*\*\*\*.

Please provide our office with a written statement showing the funds required to pay the loan in full as of the scheduled closing date.

Kindly show the principal, interest, and any other components required for a complete payment in full of this mortgage. Apply all escrow accounts held by you toward the payoff amount. Please include a per diem interest amount for every day following the closing date.

**Please fax your reply to: \*\*\*\*\***

Sincerely,

\_\_\_\_\_  
Closing department

**Keebler, Nabisco & Amos, P.A.**

123 Milano Way  
Orlando, Florida 32822  
(407) 765-4321 Phone  
(407) 240-1111 Fax

**VIA TELEFAX**

888-454-4252

Date: June 10, 20XX  
Bank of America  
9000 Southside Blvd #600  
Green Bay, WI 54302

**ATTN.: Payoff Department**

RE: FILE NO.: Chopra  
MORTGAGOR: Rahul B. Chopra & Sonia Chopra  
PROP. ADDRESS: 2059 Tillman Avenue, Orlando, FL 34787  
LOAN NUMBER: 123456

We are currently handling this real estate transaction in which the above referenced property is being purchased.

Kindly provide us with a mortgage payoff statement good through June 26, 20XX. In addition, please include a per diem.

**Please fax your reply to: (407) 240-1111.**

Should you have any questions, please feel free to contact me.

Sincerely,

Wally Amos

**Keebler, Nabisco & Amos, P.A.**

123 Milano Way  
Orlando, Florida 32822  
(407) 765-4321 Phone  
(407) 240-1111 Fax

**VIA TELEFAX**

888-454-4252

Date: June 10, 20XX  
Bank of America/HELOC  
7000 Southside Blvd #600  
Jacksonville, Florida 32258

ATTN.: Payoff Department

RE: FILE NO.: Chopra  
MORTGAGOR: Rahul B. Chopra & Sonia Chopra  
PROP. ADDRESS: 2059 Tillman Avenue, Orlando, FL 34787  
LOAN NUMBER: 555442

We are currently handling this real estate transaction in which the above referenced property is being purchased.

Kindly provide us with a mortgage payoff statement good through June 26, 20XX. In addition, please include a per diem.

**Please fax your reply to: (407) 240-1111**

Should you have any questions, please feel free to contact me.

Sincerely,

Wally Amos

**Keebler, Nabisco & Amos, P.A.**

123 Milano Way  
Orlando, Florida 32822  
(407) 765-4321 Phone  
(407) 240-1111 Fax

**VIA TELEFAX**

888-454-4252

Date: June 9, 20XX  
Bank of America/HELOC  
7000 Southside Blvd #600  
Jacksonville, Florida 32258

ATTN.: Payoff Department

**RE: REVOLVING LINE OF CREDIT PAYOFF**

FILE NO.: Chopra  
MORTGAGOR: Rahul B. Chopra & Sonia Chopra  
PROP. ADDRESS: 2059 Tillman Avenue, Orlando, FL 34787  
LOAN NUMBER: 555442

Gentlemen:

We are selling our home at the above address. Closing is scheduled for June 26<sup>th</sup>, 20XX.

You are hereby notified that the revolving line of credit mortgage will be paid in full from the sale proceeds, and we direct you to cancel the loan in the public records of Orange County, Florida, immediately upon receipt of the payoff funds.

Funds will be sent to your office by Wally Amos of the Law office of Keebler, Nabisco and Amos. Mr. Amos is the closing agent for our sale.

You are hereby directed to freeze the line of credit and to advance no further funds under this mortgage.

Please provide to Mr. Amos, the closing agent, an estoppel letter verifying the funds necessary to pay the loan in full as of June 26<sup>th</sup>, and including a per diem interest figure so that he may compute interest from the anticipated closing date until you receive the funds.

Very truly yours,

\_\_\_\_\_  
Sonia Chopra

\_\_\_\_\_  
Raul B. Chopra

RECEIPT OF THIS LETTER IS ACKNOLWEDGED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20XX.  
BANK OF AMERICA, N.A.

By: \_\_\_\_\_, its \_\_\_\_\_

[LETTERHEAD]

***Via [hand delivery] [overnight courier] [U.S. mail] [facsimile] [e-mail]***

[INSERT ASSOCIATION NAME & ADDRESS]

[INSERT DATE]

Re: [INSERT PROPERTY ADDRESS]  
[INSERT UNIT/PARCEL NUMBER]  
[INSERT OWNER NAME]

To Whom It May Concern:

Please be advised that the above-referenced unit/parcel owner is planning the sale or refinance of the above-referenced unit/parcel on or about [INSERT CLOSING DATE]. Pursuant to Sec. 718.116(8), 719.108(6), or 720.30851, F.S., as applicable, please complete the attached form regarding the unit/parcel or provide the requested information on a separate form. The estoppel certificate should be delivered no later than (check one) \_\_\_\_\_ 10 business days \_\_\_\_\_ 3 business days from the date of this request to:

[INSERT WHERE ESTOPPEL TO BE SENT]

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

**Estoppel Certificate**  
**(Secs. 718.116(8), 719.108(6), 720.30851, F.S.)**

Association Name: \_\_\_\_\_

1. Date of issuance: \_\_\_\_\_
  
2. Name(s) of the unit/parcel owner(s) as reflected in the books and records of the association:  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Unit/parcel designation and address: \_\_\_\_\_  
\_\_\_\_\_
  
4. Parking or garage space number, as reflected in the books and records of the association:  
\_\_\_\_\_
  
5. Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection. No fee may be charged for this information.  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Total fee for the preparation and delivery of the estoppel certificate: \_\_\_\_\_  
Standard estoppel fee: \_\_\_\_\_ (not to exceed \$250)  
Expedited estoppel fee: \_\_\_\_\_ (not to exceed \$100)  
Delinquent account fee: \_\_\_\_\_ (not to exceed \$150)  
Estoppel fee payee: \_\_\_\_\_  
Estoppel fee to be sent to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Name of the requestor: \_\_\_\_\_

8. Assessment information and other information:

ASSESSMENT INFORMATION:

- a. The regular periodic assessment levied against the unit/parcel is \$ \_\_\_\_\_ per \_\_\_\_\_ (insert the frequency of payment).
- b. The regular periodic assessment is paid through \_\_\_\_\_ (insert date paid through).
- c. The next installment of the regular periodic assessment is due \_\_\_\_\_ (insert due date) in the amount of \$\_\_\_\_\_.
- d. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the unit/parcel owner for a specific unit/parcel is provided.

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- e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.

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OTHER INFORMATION:

- f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? (Yes) (No)  
If yes, specify the type and the amount of fee.

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g. Is there any open violation of rule or regulation noticed to the unit/parcel owner in the association official records? (Yes) (No)

h. Do the rules and regulations of the association applicable to the unit/parcel require approval by the board of directors of the association for the transfer of the unit/parcel? (Yes) (No)

If yes, has the board approved the transfer of the unit/parcel? (Yes) (No)

i. Is there a right of first refusal provided to the members or the association? (Yes) (No)  
If yes, have the members or the association exercised that right of first refusal? (Yes) (No)

j. Provide a list of, and contact information for, all other associations of which the unit/parcel is a member.

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k. Provide contact information for all insurance maintained by the association.

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l. Provide the signature of an officer or authorized agent of the association.

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(Officer/Authorized Agent)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_