

AN INTRODUCTORY NOTE TO THE SELLER

Congratulations on the upcoming sale of your home. The relief you may feel at having your home in contract may be offset by feelings of sadness at leaving a place where you've established roots, and stress over the many tasks that need to be completed during this busy time (not the least of which is packing!). The explanation below is provided to help you understand the overall process and relationship between the parties to this transaction, as well as any requirements we may have of you as seller, when it comes time to close this transaction.

If our office has been asked to act as settlement agent in the closing of the real estate you are selling, there are some matters that we will require your assistance with in order to expedite the transaction and prevent delays or extra costs to you. They are listed below. **Please also remember that you must bring a valid, government-issued picture I.D. with you to closing for proper identification.** The closing cannot take place if you do not have this identification with you. In order to insure a smooth closing, we would like to make you aware of the following information.

1. **MORTGAGES:** If your property is presently mortgaged, the mortgage(s) will be paid off at the time of closing using proceeds from the sale, if any. After your mortgages have been paid in full, the banks will either send us discharges which we will record or they will forward the discharge to the recorder's office themselves. In the event there is a non-institutional mortgage (i.e. one given to a private individual, trust or corporation as opposed to a bank or mortgage company), we will require that the payoff amount be furnished to us before the closing and a discharge be delivered at or before the closing.

2. **DEED:** A deed to convey the premises to the buyer will be required and can be furnished by us to you at standard cost.

3. **EXPENSES:** Depending on the area of the state in which the property exists, you may be required to pay for recording fees to discharge mortgages and other liens, or other charges. We will make you aware of these charges prior to closing.

4. **POWER OF ATTORNEY:** If there is a power of attorney involved, please bring the power of attorney document to the closing. The deed transferring title from you to the Buyer must be signed by you in the original.

5. **TRUST OWNERSHIP:** If this property is owned by a trust, our office also requires a Memorandum of Trust and will need to review a copy of the trust and any amendments. The Memorandum of Trust must comply with O.R.C. §5301.255.

6. In the State of Ohio, dower rights are still recognized. Your spouse must attend closing, even if you they are not in title.

OUR FIRM'S PRIVACY POLICY NOTICE

This notice is provided to you pursuant to the Privacy of Consumer Financial Information Act and the Federal Trade Commission's implementing regulation thereunder, 16 CFR Part 313.

1. We collect nonpublic personal information about you from the following sources:

Information we receive from you on applications or other forms either directly from you or from lenders and their affiliates or agents;

2. We do not disclose any nonpublic personal information about our clients, borrowers, or sellers to anyone, except as is necessary in the mortgage loan transaction as may be necessary to effectuate the transaction with the lender that you have requested; to prevent fraud or unauthorized transactions; as otherwise required or permitted by law.

3. We restrict access to nonpublic personal information about you to those clients, lenders, third parties and employees who need to know that information to provide the requested settlement services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.