

HOLLER LAW FIRM

Dear Borrower(s):

This notice is provided to you as a courtesy. Your lender has asked us to assist them in the closing of your loan transaction. Under North Carolina law, certain functions associated with closing can only be performed by North Carolina licensed attorneys. Our job is perform those functions for your lender in coordinaton with the lender's title insurance provider. While our services will facilitate your closing this fact does not create an attorney client relationship between us. Should you desire legal representation, you should contact an attorney of your choice.

Some of the services we provide will be paid to us by your title company, and some will be paid to us by you through the settlement of your transaction. Under no circumstances will we bill you directly, nor would you owe us for our services should your transaction not close.

The services we provide include rendering opinion as to the status of the title to your real estate for the limited purpose of allowing your title company to issue a commitment for title insurance in compliance with North Carolina General Statutes §58-26-1(a). As a courtesy to you, at closing, we will be available by telephone to answer questions related to the title to your real estate, but we cannot give you legal advice.

Further, we will examine certain closing documents to determine: that the Deed of Trust and the Note constitute legal, valid and binding obligations of the Borrower(s) and are enforceable against Borrower(s) in accordance with their terms; that the Deed of Trust is in proper form for recordation in the real property records of the county and when recorded in such office with the appropriate recording fees paid, the Deed of Trust will create a valid lien on the Property; that where North Carolina law requires that particular Loan Documents be witnessed, those documents appear to be properly witnessed in compliance with the law; that where North Carolina law requires that particular Loan Documents be acknowledged, those documents appear to be properly acknowledged in compliance with the law, that where the Property is held in trust, all Loan Documents which required the signature of the trustee were signed in accordance with Lender's instructions contained in the Loan Documents and such signatures will validly bind the trust and the trustee to the terms contained within the Loan Documents; that to the extent any of the Loan Documents were signed by an agent of the Borrower(s) under power of attorney, the signature of the attorney in fact was signed in accordance with Lender's instructions contained in the Loan Documents and such signatures will validly bind the principal to the terms contained within the Loan Documents; that where the Loan Documents indicate that the Borrower is entitled to a right to cancel the transaction under Federal law, all parties entitled to receive notice of right to cancel have acknowledged receipt of two copies of such notice and such Notice of Righ to Cancel is properly completed as to the date of the transaction and the date by which notice must be sent; that where the Loan Documents indicate that the Lender must be insured to be in first

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lien position, all items shown as requirements on your title commitment are properly scheduled to be paid from the disbursement of the transaction, and, upon proper recording of the Deed of Trust and any applicable conveyance documents, title will be vested as required by the Loan Documents.

After examination, we will provide an opinion to your title company solely for the limited purpose of allowing it to record and disburse in compliance with North Carolina State Bar's Authorized Practice Advisory Opinion 2002-1, Revised January 26, 2012.

Finally, from time to time, we may be asked to prepare certain documents related to your transaction, including deeds, powers of attorney and or affidavits of title. You may be asked for certain information related to those documents, and or you may be asked to make certain choices as to how those documents are prepared. **YOU ARE ENCOURAGED TO CONSULT AN ATTORNEY OF YOUR CHOICE IN MAKING THOSE CHOICES.** To the extent you provide information and choices to us, we will rely on that and will draft such documents as per your instruction.

Finally, should you choose your own attorney, you will be responsible for all additional costs, if any, associated with the selection of that attorney. Should you have questions regarding this disclosure, please contact us directly. Otherwise, no further action on your part is necessary.