



ENGAGEMENT LETTER

RE: Property Located at: _____

Dear Prospective Client:

This Agreement is entered into by and between the Law Office of Tracy C. Stallworth, an Illinois Limited Liability Corporations (“the Firm”) and the following person(s) (“the Seller”):

Name(s) _____

I. REPRESENTATION

- A. The Seller represents that the Seller is the owner of the property located at: _____ (the Property”). The Seller will be or is currently marketing the Property for sale and desires legal representation for the sale of the Property.
- B. The Seller is in a negative equity position, which means the sale of the Property is a short sale. A short sale is defined as a real estate sale in which the mortgage holder(s) accept less than a full payoff to release the mortgage holder’s interest in the property, because the fair market value of the property is insufficient to pay off all liens and closing costs. N order to close on the sale of the Property, a short-sale approval letter must be obtained from all mortgage holders.
- C. The process to obtain an approval letter requires a full financial disclosure from the Seller to the mortgage lenders(s). A short-sale approval also requires additional supporting documentation including, but not limited to, a hardship letter, comparable sales, listing history, and an arm’s-length transaction affidavit. Traditional real estate sales do not require this type of documentation. The Firm will be expending numerous hours in the process of obtaining short-sale approval.
- D. At closing, a title company will be responsible for the title insurance, closing and escrow services. The title company must have the short-sale approval letter so that the title company can clear title and provide title insurance for the buyer(s) and lender. The title company does not engage in any negotiations with the short-sale lender nor is it responsible for any representation of the Seller. The Firm is associated with a title company, Fidelity National Title Company (“Fidelity”). The Firm has a financial interest in Fidelity, which means that the Firm receives monetary compensation from Fidelity for performing core title services through Fidelity. A controlled business disclosure will be provided to the Seller with a statement of the charges. You are not required to use a company associated with a Frim as a condition for the sale of this subject Property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.



II. SCOPE OF LEGAL SERVICES

- A. The Seller is hiring the Firm to represent the Seller in all legal matters relating to the sale of the Property. The Firm is hired for the limited purpose of the processing and closing the short-sale transaction. Attorneys at this the Firm will be hired for the limited purpose of the processing and closing the short-sale transaction. Attorneys of the Firm are responsible for handling the legal matters.
- B. The clerical staff for the Firm assist in processing the short-sale approval, but all legal questions and matters must be direct to an attorney. The Seller acknowledges that the processing of the short-sale is primarily administrative and is carried out by non-attorneys who work for the Firm.
- C. The Attorney will be responsible for reviewing, negotiating and modifying the terms of the contract pursuant to the Attorney Modification Period in the Real Estate Sales Contract;
- D. The Attorney will also review the evidence of title of the real property you contract to sell, review the title search documents and create the title commitment, create the closing statement and confirm the related financial transaction; determine compliance by all parties with agreements; and, ensure that all financial aspects of the real estate transaction are reconciled at time of Closing

Title Agent

Please note that I am an agent of several title companies and I will be ordering your property's title through either Fidelity National title or First American title. As an agent, I have a financial interest in the above-named company/business. Therefore, I will receive a percentage of the attached invoice from the title company. Please note that you do **NOT** have to hire my firm to represent you in this matter. However, you will be responsible for ordering and clearing title.

Seller fee:

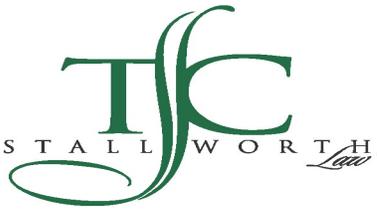
- a. Short Sale: My fees for representing you as a Seller is \$750.00 (Seven Hundred Fifty Dollars and No Cents).

I look forward to working with you and are honored to represent you. Please do not hesitate to call me if you have any questions concerning these matters.

Very Truly Yours,

Tracy C. Stallworth

COUNSELLOR AT LAW



Certification of Receipt

RE: Property Located at: _____

The foregoing represents the entire agreement between the Firm and the Client. By signing below, the Client acknowledges that he or she has carefully read this Agreement, understands its content, and agrees to be bound by all of its terms and conditions; that the Firm has made no representations to the Client as to the likelihood of the outcome of any proceedings now pending or to be brought by or against the Client, and that the Client believes this Agreement to be fair and reasonable.

We, the above named _____, acknowledge receipt
of the aforesaid engagement letter this _____ day of _____, 2017.

Prospective Client

Prospective Client