

CLOSING CHECKLIST

1. MORTGAGE PAYOFF:
1st Mtg Loan #: _____ Mtg Co. & phone#: _____
2nd Mtg Loan #: _____ Mtg Co. & phone #: _____
2. SELLERS FEES: Attorney Fees: _____ Costs: _____
Withholding: _____
3. TERMITE: Company: _____ Date ordered: _____
Cost: _____
4. SURVEY: Company: _____ Date ordered: _____
Asbuilt: yes/no Elevation Certificate: yes/no
5. INSPECTION: Company: _____ Date ordered: _____
Cost: _____ Repairs: _____
6. WAIVER: Date ordered: _____
7. REGIME: Name & Address _____
Fees: _____
8. ASSESSMENTS:
9. PSD CHARGES: Name of PSD: _____
Paid by Regime: yes/no Charges: _____
10. INSURANCE: Company: _____
 - a. Hazard: yes/no Cost: _____ Payee: _____
 - b. Flood: yes/no Cost: _____ Payee: _____
 - c. Wind/Flail: yes/no Cost: _____ Payee: _____
11. PALMETTO ELECTRIC TRANSFER FEE: \$100.00 (Villas only) Collected:
yes/no
12. EARNEST MONEY DEPOSIT:
13. COMMISSION: _____ %
Listing Agent: _____ % Commission: _____
Selling Agent: _____ % Commission: _____

14. OUR FEES : Attorney Fees: _____ Costs:_____
15. TITLE INSURANCE: Owners: yes/no Amount:_____

Lenders: yes/no Amount:_____
16. TITLE:_____
17. PRESENT FOR CLOSING: yes/no
18. MOVING INTO RESIDENCE: yes/no
19. KEYS!
20. 1031EXCHANGE:Name of Intermediary:_____

Docs prepared: yes/no Docs prepared by:_____

Costs:_____

ADDITIONAL ITEMS TO BE RESOLVED PRIOR TO

CLOSING:_____

PLEASE SIGN ALL DOCUMENTS EXACTLY AS NAME IS TYPED IN BLUE INK.

ALL NOTARY SIGNATURES MUST INCLUDE STAMP OR SEAL.

HUD-1 SETTLEMENT STATEMENT, itemizing the financial details of the transaction.

HUD-I ACKNOWLEDGMENT.

LOAN CLOSING INSTRUCTIONS. Initial pages 1, 2 & 3 and also sign on page

ADJUSTABLE RATE NOTE.

MORTGAGE, to be executed in accordance with the instructions. Sign, Witness and

Notarize on page 11.

ADJUSTABLE RATE RIDER to Mortgage.

PUD RIDER to Mortgage.

SECOND HOME RIDER to Mortgage.

TRUTH-IN-LENDING DISCLOSURE.

RESIDENTIAL LOAN APPLICATION, to be initialed or signed where highlighted.

PAYMENT LETTER.

IMPOUND ELECTION AUTHORIZATION.

ESCROW WAIVER.

COMPLIANCE AGREEMENT, requires notarization also.

QUALITY CONTROL RELEASE.

W-9 TAX IDENTIFICATION FORMS (2).

4506 FORM.

SIGNATURE/NAME AFFIDAVITS (2), requires notarization also.

FLOOD HAZARD NOTICE.

AFFIDAVIT OF OCCUPANCY, requires notarization also.

20 LOAN DISCLOSURE STATEMENT.

E & 0 AGREEMENT, requires notarization also.

TAX IDENTIFICATION FORM.

PROFIT & LOSS STATEMENT.

CL- 100 PEST INSPECTION.

TAX PRORATION AGREEMENT.

TITLE INSURANCE DISCLOSURE.

PROPERTY TAX DISCLOSURE.

SIGNATURE PAGES FOR INSURANCE APPLICATIONS (2).

COPY OF THE APPRAISAL, for your files.

An extra set of all documentation has been enclosed for your files. Please return the executed originals of these documents, together with a cashier's or certified check in the amount shown as being due on Line 303 of the Settlement Statement. The check should be made payable to "ABC Law Firm, P.A., Escrow Account". In lieu of providing certified funds a wire transfer can be made. Our wiring instructions are enclosed for your use.

ABC LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
888 Main Street
No City, SC 12321

April 11, 2008

Mr. and Mrs. John Doe
1234 Home Street
No City, SC 12321

Re: Refinancing of 1234 Beachview Villa, Hilton Head Island, SC 29928
Our File No. 123456-00001-08

Dear Mr. and Mr. Doe:

In connection with the above matter, I enclose your loan package to be signed by you. Please note that the Mortgage must be signed in the presence of two witnesses, one of whom must be a Notary Public. Each signature line is labeled accordingly. Please see sample signed Mortgage pages attached. Also note there are a few other forms to sign, where I have marked them for your signature. Please sign everything in BLUE INK.

Once you have signed the Mortgage, please fax the signature pages to me at (843) 888-9999, so that I may verify that each has been witnessed and notarized correctly. Please verify with me that the Mortgages were executed correctly before returning the package. Please then return the documents to me in the enclosed UPS overnight envelope, for delivery, by 10 a.m., April 11, 2008.

Please include a copy of each borrowers driver's license when you return the loan docs.

You note that there is an amount of money due from you as shown on Line 303 of the HUD-1 Settlement Statement. Please return with the loan documents a certified check in the amount of **\$85,092.34** made payable to ABC Law Firm, PA or wire the funds in accordance with the enclosed instructions.

If you have any questions, or if I may be of additional assistance, please do not hesitate to contact me.

With best wishes, I am

Very truly yours,

ABC LAW FIRM, P.A.

By: _____
V. Able Attorney

STATE OF SOUTH CAROLINA)
)

ENCROACHMENT AGREEMENT

COUNTY OF BEAUFORT)

AND EASEMENT

WHEREAS, H. Dave Whitener, Jr. ("**The Encroacher**") is the owner of Lot 3 Beach Lagoon and Improvements, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, as shown and described on a deed recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 571 at Page 1729, and referencing surveys of record in Plat Book 19 at Page 14 and Plat Book 26 at Page 143 ("Lot 3");

WHEREAS, Cary S. Griffin ("**The Innocent**") presently is the owner of record of the adjacent property to Lot 3 known as Lot 19 Beach Lagoon ("Lot 19"); and

WHEREAS, a survey entitled "As-Built Plat of Lot 3 East Beach Lagoon, A Portion of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Surveying Consultants dated April 11, 2008, (Job #02145) (the "Plat") identifies certain concrete driveway improvements as slightly encroaching from Lot 3 onto Lot 19 at the northwestern corner of Lot 19 as it intersects with Lot 3, which Plat is hereby incorporated herein by reference; and

WHEREAS, it is the intention hereof for **The Innocent**, the present owner of Lot 19, subject to the conditions expressed herein, to allow and permit the encroachment, as shown on the Plat onto Lot 19, to **The Encroacher**, his Heirs and Assigns forever;

NOW THEREFORE, the premises considered and for Ten and No/100 (\$10.00) Dollars and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows, to-wit:

1. **The Innocent** has granted, bargained, sold and released, and by these Presents does grant, bargain sell and release unto **The Encroacher**, his Heirs and Assigns forever, the right and easement for the existing encroachment of the improvements of Lot 3 onto Lot 19, subject, however, to the terms and conditions of this Agreement.

2. **TO HAVE AND TO HOLD**, all and singular the said premises before mentioned unto the said **The Encroacher**, his Heirs and Assigns forever, the easement and rights herein granted.

3. The within grant of encroachment rights and easement is as defined and shown on the abovementioned Plat and for no other purposes.

4. The encroachment allowed and granted herein shall terminate when and if, for any reason, the encroachment depicted on the abovementioned Plat is destroyed, removed, terminated, moved for any reason whatsoever so that in the event of the requirement to move or rebuild the encroachment, the encroachment actually removed shall no longer be allowed on Lot 19 and the then owner of Lot 19 shall have no further obligation to allow the within described encroachment, and the rights therefor shall be terminated as to that actually destroyed, removed, terminated, moved, etc.

5. The encroachment referenced herein shall not be expanded in any way beyond its current condition.

6. This Agreement made this 11th day of April, 2008, and shall be interpreted and construed in accordance with the laws of the State of South Carolina and shall inure to the benefit/detriment of the undersigned, as their interest may appear, their Heirs and Assigns forever.

WITNESSES:

**CARY S. GRIFFIN,
a/k/a "The Innocent"**

**H. DAVE WHITENER, JR.
a/k/a "The Encroacher"**
