

# EPTING & GILLIS, LLC

125 Executive Pointe Blvd.  
Columbia, SC 29210  
(803) 931-0101 [Phone]  
(803) 931-0470 [Fax]

## SELLER'S INFORMATION SHEET

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

We at Epting & Gillis, LLC look forward to working with you on the closing of the above referenced property. As you are aware, a successful and smooth closing takes the concerted efforts of all involved. In an effort to continue providing fast, reliable service to our clients, please fill out the appropriate information below and return to us via fax (931-0470) as soon as possible.

**The legal assistant that will be handling your file is \_\_\_\_\_ at extension #**

Seller's Name : [1] \_\_\_\_\_ SS # : \_\_\_\_\_

[2] \_\_\_\_\_ SS # : \_\_\_\_\_

Seller's Phone Number : \_\_\_\_\_

Seller's Forwarding Address : \_\_\_\_\_

Mortgages: 1<sup>st</sup>: \_\_\_\_\_

Acct #: \_\_\_\_\_

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

2<sup>nd</sup>: \_\_\_\_\_

Acct #: \_\_\_\_\_

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

Water Server : \_\_\_\_\_

Acct # : \_\_\_\_\_

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

Sewer Server : \_\_\_\_\_

Acct # : \_\_\_\_\_

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

Regime Provider or  
Homeowners Assoc. : \_\_\_\_\_

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

Termite Inspector : \_\_\_\_\_ Date of Inspection : \_\_\_\_\_

HVAC Inspector: \_\_\_\_\_ Date of Inspection : \_\_\_\_\_

Real Estate Agent Commission : \_\_\_\_\_ % [Total] \_\_\_\_\_ [Split]

Home Warranty Company : \_\_\_\_\_ Premium : \$ \_\_\_\_\_

## Real Estate Fees

\* Fees do not include Title Exam or Title Insurance

### PURCHASE (Buyer)

Standard	\$400
Simultaneous 1st and 2nd	\$400/\$300
Simultaneous Equity Line (not used to purchase)	\$400/\$200
Mail Away(extra per loan)	\$200

### PURCHASE (Seller)

Standard	\$125
Mail Away(extra per location)	\$125
Title Clearing	Hourly Rate
Separate/Split Time	\$50.00 to absent party

### REFINANCE

Standard	\$350
Simultaneous 1st and 2nd	\$350/\$250
Simultaneous Equity Line (not accessed at closing)	\$350/\$200
Mail Away(extra per loan)	\$200

### BANK EQUITY LINE without Title Insurance

Standard (all inclusive)	\$350
Mail Away(extra per loan)	\$200

### DOCUMENTS

Deed	\$125
Specific POA(for closing)	\$100
Contract of Sale (Hourly fee for negotiation and changes made)	\$200
LMS	\$75
Modification / Variance	Hourly Rate
Escrow Agt (Not for public information)	TBD
Promissory Note (incl Am Sch.)	\$125
Mortgage of Real Estate	\$125
Corporate Resolution	\$75

### ALL OTHER MATTERS

Title Clearing	Hourly Rate
Title Company Negotiation	Hourly Rate
All Others	Hourly Rate

# ATTORNEY CLOSING INFORMATION SHEET

## Attorney Information

### Buyer's Attorney

Contact Person \_\_\_\_\_  
Attorney Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Office # \_\_\_\_\_  
Fax # \_\_\_\_\_  
Email \_\_\_\_\_  
Closing Date \_\_\_\_\_  
Closing Time \_\_\_\_\_  AM  PM

### Seller's Attorney

Contact Person \_\_\_\_\_  
Office Phone \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email \_\_\_\_\_

## Property and Closing Information

### Property Address

City, State Zip \_\_\_\_\_  
County \_\_\_\_\_  
Subdivision \_\_\_\_\_  
Tax Map # \_\_\_\_\_  
Water Company \_\_\_\_\_  
Sewer Company \_\_\_\_\_

Sales Price \$ \_\_\_\_\_  
Other Terms \_\_\_\_\_  
Home Warranty?  Yes  No  
Company \_\_\_\_\_  
Phone # \_\_\_\_\_  
Paid by  Seller  Buyer  
Cost \$ \_\_\_\_\_

## Seller/ Information

### Seller 1 Name

Social Security # \_\_\_\_\_  
Home # \_\_\_\_\_  
Work # \_\_\_\_\_  
Cell # \_\_\_\_\_  
Email Address \_\_\_\_\_  
Address after Closing \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
POA Needed?  Yes  No

### Seller 2 Name

Social Security # \_\_\_\_\_  
Home # \_\_\_\_\_  
Work # \_\_\_\_\_  
Cell # \_\_\_\_\_  
Email Address \_\_\_\_\_  
Address after Closing \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
POA Needed?  Yes  No

## Buyer / Information

### Buyer 1 Name

Home # \_\_\_\_\_  
Work # \_\_\_\_\_  
Cell # \_\_\_\_\_  
Email Address \_\_\_\_\_  
POA Needed?  Yes  No  
New Survey?  Yes  No  
Primary Residence?  Yes  No

### Buyer 2 Name

Home # \_\_\_\_\_  
Work # \_\_\_\_\_  
Cell # \_\_\_\_\_  
Email Address \_\_\_\_\_  
POA Needed?  Yes  No

## Realtor Information

### Listing Agent

Listing Agent Co. \_\_\_\_\_  
Phone # \_\_\_\_\_  
Mobile # \_\_\_\_\_  
Fax # \_\_\_\_\_

### Buying Agent

Buying Agent Co. \_\_\_\_\_  
Phone # \_\_\_\_\_  
Mobile # \_\_\_\_\_  
Fax # \_\_\_\_\_

Email \_\_\_\_\_  
Commission \_\_\_\_\_ %

Email \_\_\_\_\_  
Commission \_\_\_\_\_ %

## ATTORNEY CLOSING INFORMATION SHEET

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Property Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

Buyer 1 Name \_\_\_\_\_  
Buyer 2 Name \_\_\_\_\_

### Mortgage Information

**Seller's 1st Mtg. Co.**  
Account # \_\_\_\_\_  
Phone # \_\_\_\_\_

**Buyer's Mtg. Co.**  
Mortgage Broker \_\_\_\_\_  
Office phone # \_\_\_\_\_  
Cell # \_\_\_\_\_  
Fax # \_\_\_\_\_  
Email \_\_\_\_\_  
2nd Mtg at closing? \_\_\_\_\_

**Second Mtg. Co.**  
Account Number \_\_\_\_\_  
Phone # \_\_\_\_\_

### Homeowners Associations      Home Owners Insurance

**HOA Name** \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone # \_\_\_\_\_  
Annual Dues \$ \_\_\_\_\_  
Paid  Yr  Qtr  Mo

Insurance Co. \_\_\_\_\_  
Contact \_\_\_\_\_  
Phone # \_\_\_\_\_

### HVAC Inspection      Termite Inspection

Company \_\_\_\_\_  
Phone # \_\_\_\_\_  
Paid by  Seller  Buyer  
Cost \$ \_\_\_\_\_

Company \_\_\_\_\_  
Phone # \_\_\_\_\_  
Paid By  Seller  Buyer  
Cost \$ \_\_\_\_\_

### Other Contract Information and Special Instructions

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**REAL ESTATE CLOSING MULTIPLE REPRESENTATION  
LETTER AND ACKNOWLEDGMENT**

We, Epting & Gillis, LLC, are pleased to have been chosen to be of service in this real estate transaction and wish to see this venture succeed. However, since the closing of real estate is a legal transaction, we must inform all parties of our role and representations.

This closing involves the preparation, explanation, and proper execution of many documents and reports. The South Carolina Bar Association has recognized that there are common interests of all parties in the consummation of a real estate transaction. However, in some situations, there may be competing interests which would prohibit an attorney from representing all parties involved. For example, an attorney performing ministerial services for a closing who is not expected or required to give legal advice can do so without any conflict of interest. However, if any negotiations or legal advice are required, then a conflict may arise which may result in the attorney having to withdraw from representation that will be prejudiced by or will prejudice another client's interest. In an effort to explain the attorney's role and in the spirit of full disclosure, the following is a list of possible clients and duties to each:

- [1] The Seller - preparation of the deed, paying off liens
- [2] The Buyer - examine the title and conduct the closing, explanation and oversight of documents, etc...
- [3] The Lender - examine the title and the preparation, execution, and recording of documents
- [4] Title Insurance - The attorney is the **agent** for the title insurance company in preparing title insurance policies for lenders and owners. There will be compensation to the title agency for this service.

Having been informed of the above, if any party has reservations, they are encouraged to seek legal representation of their own choosing **before** consummating this transaction, and have been given ample opportunity to do so.

Having READ, UNDERSTOOD, and AGREED to the above, the undersigned parties hereby sign below as evidence of their intent to proceed with this transaction.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

### INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
  - a. If you check “Yes” for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
  - b. If you check “No” for any question, you are stating that you have no actual knowledge of any problem. If you check “No” and you know there is a problem, you may be liable for making an intentional misrepresentation.
  - c. If you check “No Representation” for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
  - d. If you check “Yes” or “No” for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: \_\_\_ Seller \_\_\_ Date \_\_\_ Buyer \_\_\_ Date  
Rev. 1/03

**AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:**

	Yes*	No	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ b. Approximate age of structure _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Roof (leakage or other problem)? a. Approximate age of roof covering _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Plumbing system (pipes, fixtures, water heater, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump ___ baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity ___ natural gas ___ propane ___ oil ___ d. Approximate age of heating unit ___/cooling unit ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ___ community system ___ private well ___ b. water pipes are: copper ___ galvanized ___ PVC/CPVC ___ polybutelene ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Septic system? a. Type system: septic tank ___ community system ___ connected to city/county system ___ city/county system available ___ b. Does the system require a pump? Yes ___ No ___ c. Has the septic system been serviced/pumped during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Present infestation, or damage <b>WHICH HAS NOT BEEN REPAIRED</b> from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Drainage, grading or stability of soil or retaining structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan ___ sump pump ___ irrigation system ___ cable tv wiring or satellite dish ___ security system ___ or other systems ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:**

- |  | Yes*                     | No                       | No Representation        |
|--|--------------------------|--------------------------|--------------------------|
| 13. Room additions or other structural changes?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Nuisances (noise, odor, smoke, etc.) affecting the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Previous damage caused by fire?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Violations or variances of building codes or zoning ordinances?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Restrictions to property use? (covenants or deed)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Owners' association fees or "common area" expenses or assessments?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Flood hazards or that the property is in a federally-designated flood plain?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**\*IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

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Initials: \_\_\_ Seller \_\_\_ Date \_\_\_ Buyer \_\_\_ Date

