

### SELLER PRE-CLOSING INFORMATION FORMS

Thank you for allowing my law office the opportunity to assist in selling your home. We look forward to handling your closing. In order for your closing to go as smoothly as possible please provide the following SELLER INFORMATION. Sellers should fill out this form completely and sign where indicated. Items left blank or incomplete may result in delays. **Please email or fax the completed form to our offices at fax 478-328-9911 or email to melanie@varnerpeacock.com within 5 days of your receipt of this Seller Pre-Closing Information Packet.** With the new CFPB / TRID guidelines that we are now operating with, it is imperative that we receive this information back timely. Failure to return the packet timely may result in delays to the closing of the sale of your home. Please contact us with any questions or concerns at the phone number or email address above.

**IMPORTANT NOTICE: FUNDS TO CLOSE:** If you have to bring funds to close this transaction, we must make you aware that our ability to accept funds for a closing are dictated by Georgia law. **Please note that we will only accept a wire transfer for amounts of \$5,000.00 and above.** For amounts between \$1,000.00 and \$4,999.99, we will accept a certified check from a U.S. Bank. For amounts under \$1,000.00 we will accept a personal check from a U.S. Bank. **Please make all checks payable to Varner & Peacock, LLC.**

**If you should have to bring funds in excess of \$5,000.00, please contact your bank as soon as possible to determine their procedures of initiating a wire. Your bank may require you to appear in person in order to initiate a wire. Please also contact our office for wiring information.**

**WIRE FRAUD ADVISORY:** With cybercrimes on the increase, including but not limited to email hacking and phishing, it is important to be ever vigilant. If you have a closing with our office and you receive an email or any other communication that appears to be generated from a Varner & Peacock, LLC employee that contains new, revised or altered bank wire instructions, **DO NOT RESPOND TO THE EMAIL.** Instead, please call our office using previously known contact information and NOT information provided in the email to verify the information prior to sending funds. Our bank wire instructions do not change. Again, please be aware that there are cyber thieves that may attempt to send you false wiring instructions. We are not responsible if you did not verify the wiring instructions verbally.

**NO ACH TRANSACTIONS WILL BE ACCEPTED.** Our escrow account will not accept ACH credits. Please confirm that you are sending a wire, and not an ACH credit. Failure to follow this instruction may cause a delay in your transaction being funded and may cause the lender to require that the transaction be re-closed. Also, the Seller may not allow you to occupy the property until a wire has been received.

**REMINDERS:** Bring these things with you to closing:

1. Photo I.D. (current driver's license, passport, or state issued I.D.);
2. Any additional documents or information required by the contract, your Lender or the Closing Attorney; and
3. Your checkbook in case you need to pay a more than the amount you sent via wire transfer for closing.
4. **Please make all checks payable to Varner & Peacock, LLC.**

**SELLER IDENTITY INFORMATION:** Please fill in the following personal information:

**SELLER # 1:**

1. My full legal name is \_\_\_\_\_  
(First) (Middle) (Last) (Jr., Sr., III)
2. My legal name has changed since I purchased the subject property due to marriage or name change?  
YES NO
3. I have a pending or final divorce, dissolution or annulment of a marriage? YES NO
4. I have filed a petition for bankruptcy. YES NO
5. There has been no forbearance agreement, loan modification, or other deferral of payments of my/our loan(s). YES NO
6. Is the property in the process of being foreclosed? YES NO
7. Is a short sale being requested from your current mortgage holder? YES NO
8. My FORWARDING mailing address is (not the address of the property that you are currently selling)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (County) (State) (Zip)
9. My preferred email address is \_\_\_\_\_
10. My preferred phone number is \_\_\_\_\_
11. I am not a non-resident alien for purposes of the U.S. income taxation. YES NO
12. My Social Security Number or EIN (if business): \_\_\_\_\_
13. Was the property being sold your principal residence  or was it an investment / rental property
14. I am a resident of Georgia: YES NO. **If you are a resident of the State of Georgia, skip A, B and the Affidavit of Seller's Gain below.**
  - A. If you are not a resident of the State of Georgia, was this property your **principal residence** within the meaning of §1034 of the Internal Revenue Code and none of the gain is required to be included in Federal Adjusted gross income. YES NO. **If this property was your principal residence, skip B and the Affidavit of Seller's Gain.**
  - B. If you reside in another state and the property being sold was not your principal residence while in Georgia, you may be subject to the Georgia Withholding tax of 3% of the sales price. **Please fill out the attached Affidavit of Seller's Gain to determine the amount of the tax.** YES NO

**SELLER # 2:**

1. My full legal name is \_\_\_\_\_  
(First) (Middle) (Last) (Jr., Sr., III)
2. My legal name has changed since I purchased the subject property due to marriage or name change?  
YES NO
3. I have a pending or final divorce, dissolution or annulment of a marriage? YES NO
4. I have filed a petition for bankruptcy? YES NO
5. There has been no forbearance agreement, loan modification, or other deferral of payments of my/our loan(s). YES NO
6. Is the property in the process of being foreclosed? YES NO
7. Is a short sale being requested from your current mortgage holder? YES NO
8. My FORWARDING mailing address is (not the address of the property that you are currently selling)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (County) (State) (Zip)
9. My preferred email address is \_\_\_\_\_
10. My preferred phone number is \_\_\_\_\_
11. My Social Security Number or EIN (if business): \_\_\_\_\_
12. Was the property being sold your principal residence  or was it an investment / rental property
13. I am a resident of Georgia: YES NO. **If you are a resident of the State of Georgia, skip A, B and the Affidavit of Seller's Gain below.**
  - A. If you are not a resident of the State of Georgia, was this property your principal residence within the meaning of §1034 of the Internal Revenue Code and none of the gain is required to be included in Federal Adjusted gross income. YES NO. **If this property was your principal residence, skip B and the Affidavit of Seller's Gain.**
  - B. If you reside in another state and the property being sold was not your principal residence while in Georgia, you may be subject to the Georgia Withholding tax of 3% of the sales price. **Please fill out the attached Affidavit of Seller's Gain to determine the amount of the tax.** YES NO.

**DECEASED RECORD OWNER:** Is there any party on title to the property that is deceased? YES NO; if there is please contact Varner & Peacock LLC with estate and probate information. In general, probate is the court procedure by which a Will is proved to be the valid last Will of a decedent; also used generically to refer to the legal process of administering a decedent's estate.

If the deceased owner had a will, please provide our office with a copy of the Death Certificate, Petition to Probate the Will along with a copy of the Will with Letters Testamentary. If the deceased owner had a will, but the will has not been offered to the Probate Court.

If the deceased owner did not have a will, please provide our office with a copy of the Death Certificate and a copy of the Letters of Administration.

If the deceased owner's estate has not been admitted for probate or administration, we will have to file to have someone appointed as the Personal Representative of the Decedent's estate. Please contact our office immediately.

**CORPORATION:** If you are signing on behalf of a corporation, we will need copies of the By-Laws and/or a corporate resolution and your corporate seal.

**LLC:** If you are signing on behalf of an LLC, we will need a copy of the LLC Operating Agreement and/or Membership Resolution and your LLC seal (if you have one – most LLCs do not have a seal).

**PARTNERSHIP:** If you are signing on behalf of a Partnership, we will need a copy of the Partnership Agreement.

**TRUST:** If a seller is a Trust, the trust documents must be reviewed prior to closing.

**SELLER ATTENDANCE AT THE CLOSING:** As a general rule your attendance at the closing is required. But sometimes there are circumstances that may prevent you from attending the closing. Will you be attending the closing on the sale of the property? YES NO

If you will not be able to attend the closing, your options are as follows.

1. You may appoint an agent to act as your Power of Attorney (\$75.00);
2. Our office can email the closing documents to you (\$100.00);
3. Our office can overnight the closing documents to you (\$150.00).

A Power of Attorney may be used to transfer title. Specific language and form are required. If you have in your possession a Power of Attorney for a party that will not be attending settlement, the original must be provided at settlement for recording in the public land records and a copy must be provided to D. Lee Peacock LLC for review before settlement.

If you do not have a Power of Attorney and wish to appoint an agent to act as your Power of Attorney, please list their name and contact information:

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If you choose either of the last two options, **you will need to arrange to sign these documents in the presence of a witness and a notary public.** This can be a person who is at least 18 years old AND NOT RELATED to any of the parties signing the documents. These documents should be signed in the presence of these people. They must see you sign to be able to witness or notarize. **PLEASE NOTE: The Witness and Notary must be separate individuals.** When a Notary is required, the seal of the notary and expiration date of the notary's commission must be shown on the document under their signature line.

**PAYOFF INFORMATION:** Please make sure that your payoff information includes any Equity Lines including those which may have a zero balance. Also sign the authorization in order for us to obtain payoff information. It is essential that you provide your loan number, social security number and signature, as all lenders require this information in order to issue payoff letters. We must have your lender fax the payoff amounts prior to closing. Please be aware that some lenders take five to ten days to fax a written payoff so we need this information as soon as possible. There will be an overnight/wire fee, as well as a recording/handling fee for getting your mortgages released at the courthouse, on the settlement statement.

Please refrain from making any further withdrawals on open equity/credit lines.

Do you have a loan with a lending institution on the subject property? YES NO

If yes, please list the name of the current mortgage holder, loan number and customer care phone number below:

NAME OF MORTGAGE COMPANY: \_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

CUSTOMER CARE PHONE NUMBER: \_\_\_\_\_

**Please find attached an Authorization to Release information for the payoff the above loan. Please sign and return to our office.**

Do you have a second mortgage or home equity loan with a lending institution on the subject property? YES NO  
Did you acquire the property by obtaining a Georgia Dream loan or a loan with the Secretary of Housing and Urban Development? YES NO. IF YES, please note that this loan will have to be paid off at the time of closing.

NAME OF MORTGAGE COMPANY: \_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

CUSTOMER CARE PHONE NUMBER: \_\_\_\_\_

**Please find attached an Authorization to Release information for the payoff the above loan. Please sign and return to our office.**

**HOMEOWNER'S ASSOCIATION:** We must have a letter from the HOA before closing showing the amount of dues paid (yearly or monthly) or owed and whether or not there are any initiation fees or special assessments owed. Please provide a contact name, address and phone number so we can request the required information. Please be aware that most Associations charge a fee to provide us with an account status letter that will appear on the settlement statement.

Is the property subject to a recorded Declaration of Covenants? YES NO

Is the property in a community in which there is Homeowner's Association? YES NO; If yes please list below:

**CONTACT INFORMATION FOR ASSOCIATION:**

Contact Person: \_\_\_\_\_

Property Management Company: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Website Address of Association: \_\_\_\_\_

Mandatory Membership Association: The estimated total annual assessment paid by the owner of the Property to the Association is currently \$ \_\_\_\_\_ and is paid in annual or monthly installments.

Voluntary Membership Association: If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \$ \_\_\_\_\_ and paid in annual or monthly installments.

Master Association: If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \$ \_\_\_\_\_ and shall be paid in annual or monthly installments.

In purchasing the Property, Buyer may be obligated to pay to the Association or the Association's management company certain fees including, but not limited to, an initiation fee, new member fee, transfer fee, or other fees in the amount of \$ \_\_\_\_\_.

**REPAIRS:** Are there any repairs that are being done to the property being sold?  YES  NO. If so we will need to know the company name doing the repairs, their contact information and amount being charged for those repairs.

**MISCELLANEOUS:** Any other fees, invoices or other special information for the closing?  YES  NO

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**STIPULATION FOR ELECTRONIC STORAGE OF INSTRUMENTS AND DOCUMENTS:** The undersigned hereby stipulate and acknowledge that all documents relating to the above-referenced transaction, including, without limitation, applications, financial statements, account statements, instruments, resolutions, signature cards, account agreements, loan commitments, promissory notes, allonges, loan extensions, assignments, security instruments, closing statements, title policies, deeds of any kind, and all record and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents shall be destroyed. The electronic image shall be deemed to serve as the original of the instrument or document thereafter. The undersigned further hereby agree and stipulate that a printed reproduction of the electronically stored document may be used in place of the original in any litigation, correspondence or other proceeding requiring production of the original. The parties hereby agree and stipulate that the paper original of the electronically stored document is deemed to have been destroyed on the date the document was electronically imaged and stored by either the closing attorney, title company and/or Lender and said parties were entitled to enforce the paper instrument at the time the paper was destroyed.

**ACKNOWLEDGMENT OF REPRESENTATION:** That the undersigned, prior to review and consummation of the closing of this transaction, has been informed by the Closing Attorney that Varner & Peacock, LLC, represents the Lender in the above—referenced transaction. The undersigned parties to this residential real estate closing hereby acknowledge that the law firm of Varner & Peacock, LLC does not have an attorney/client relationship with all parties to a closing. In the State of Georgia, the Supreme Court has issued a formal advisory opinion that residential real estate closings must be handled, from start to finish, by an attorney licensed to practice in the State of Georgia.

Traditionally, the attorney's client at a closing is the lender providing funds for the buyer/borrower. Regardless of which party has agreed to actually pay the closing costs (which may include attorney fees), the attorney closing the transaction does not represent that party. That attorney may handle title clearance matters and prepare special documents for that lender/seller to execute prior to closing but is not the seller's attorney at the closing. In this regard, the undersigned acknowledge that the Closing Attorney have acted only as counsel to the Lender, and have not, in any manner, undertaken to assist or render legal advice to, or protect the legal interests of, the undersigned with respect to the Loan or to the purchase or sale of the Real Property involved or any aspect of the transaction whatsoever, or with respect to the content of or effect of any of the documents or instruments being executed in connection therewith.

Varner & Peacock, LLC has a fiduciary relationship with the buyers, sellers, agents, brokers and other concerned parties to a closing and will endeavor to explain documents, answer questions and otherwise facilitate the closing of this transaction, but not acting as their attorney. The undersigned further acknowledge that the undersigned are aware of the undersigned's freedom to retain the undersigned's own legal counsel to advise the undersigned

regarding the loan or the purchase or sale of the Real Property, or to review and render advice concerning any of the documents or instruments being executed in connection therewith. The undersigned agrees to proceed in this transaction based upon the above representations and herein acknowledge that they have no attorney-client relationship with the law firm of Varner & Peacock, LLC.

\_\_\_\_\_  
Seller  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Seller  
Print Name: \_\_\_\_\_

1719 Russell Parkway, Building 200  
P.O. Box 8099  
Warner Robins, Georgia 31095

Telephone (478) 922-3010  
Fax (478) 328-9911  
E-Mail: melanie@varnerpeacock.com

**ATTENTION: SELLER WE CANNOT ORDER YOUR PAYOFF LETTER WITHOUT THIS AUTHORIZATION FORM SIGNED AND RETURNED TO OUR OFFICE**

**AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

I/we, respectfully request and do hereby authorize you to provide to any or all members, partners, associates or employees of the law firm known as Varner & Peacock, LLC any and all information and documentation that they may request, including, but not limited to payoff, release information or subordination in connection with any mortgage loan or lien in my/our name(s) secured by my/our property which property is commonly known:

\_\_\_\_\_  
(Address of Property)

In the event the loan is a home equity line of credit/credit line, this authorization shall immediately freeze said credit line upon issuance of lender's payoff statement demand.

I/we authorize the release of this information either by telephone or written request.

A copy of this authorization or a facsimile thereof may be accepted as an original.

This authorization is valid for one (1) year from the date of receipt unless otherwise specified here: \_\_\_\_\_

I/we hereby release you, your organization and others from any liability or damage which may result from furnishing the Law Firm of Varner & Peacock, LLC with the requested information.

Your prompt reply to The Law Firm of Varner & Peacock, LLC is appreciated.

This authorization is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SS #: \_\_\_\_\_

SS #: \_\_\_\_\_



1719 Russell Parkway, Building 200  
P.O. Box 8099  
Warner Robins, Georgia 31095

Telephone (478) 922-3010  
Fax (478) 328-9911  
E-Mail: melanie@varnerpeacock.com

**SETTLEMENT AGENT:** Varner & Peacock, LLC  
**REALTOR:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SELLER’S AUTHORIZATION TO  
RELEASE NON-PUBLIC PERSONAL INFORMATION**

I/We understand that Title V of the Gramm-Leach-Bliley Act, 58 U.S.C. § 6801 *et seq.*, (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about me/us with a nonaffiliated third party. According to the Dodd- Frank Act, 12 U.S.C. § 5511 *et seq.* (“DFA”), GLBA, and the rules and regulations promulgated by the Consumer Finance Protection Bureau, I/We understand that I/We have a right to keep my/our non-public personal information private. Non-public personal information (“NPI”) means personally identifiable data such as information provided by me/us on a form or application, information about my/our financial transactions, or any other information about me/us which is otherwise unavailable to the general public. This includes my/our first name or first initial and last name coupled with any of the following: Social Security Number, driver’s license number, state-issued ID number, credit card number, debit card number, or other financial account numbers.

I/We further understand that the Seller’s Closing Disclosure provided at the closing of the above-referenced Property cannot be provided directly to any real estate professional providing services for me/us by the Settlement Agent. I/We understand that I/We may provide this information to a real estate professional who provides services for me/us and it is not a violation of GLBA, DFA, or the rules of the CFPB for me to do so.

I/We hereby acknowledge that the Settlement Agent will produce an ALTA Joint Settlement Statement (“JSS”) that does not include my/our first name or first initial and last name coupled with any of the following: Social Security Number, driver’s license number, state-issued ID number, credit card number, debit card number, or other financial account numbers. I/We also acknowledge, though, that the JSS does have information regarding the closing costs associated with the sale of the Property, the cash paid to me/us or by me/us at closing, the payments to any real estate professionals, any payoffs to my/our creditors, and other general details related to my/our closing. I hereby acknowledge that the Settlement Agent is authorized to provide directly to Realtor a copy of the JSS without first providing the JSS to me.

I/We also understand and acknowledge that when I/We sell the Property to Buyer that there will be documents, information, communications, and discussions that contain NPI. I/We hereby authorize Realtor to be present at the closing and to hear these communications between Settlement Agent and me/us that contain NPI and to review documents regarding the closing that may contain my/our NPI.

I/We further authorize the Settlement Agent to communicate to Realtor prior to the Consummation regarding the payoff of any loans in my/our name that are required for the closing, any judgments/liens/bankruptcies or other financial conditions of me/us that are required to be resolved in order for the closing to take place, any problems

with the title to the Property, the general nature of any problems which prevent or delay the loan consummation from happening, and the nature of any information the Settlement Agent requires from me/us so that the closing may take place ("Preclosing Communication"), regardless as to whether such communication contains NPI.

In allowing my/our Realtor to be present at the closing and to hear or see my/our NPI, allowing the Settlement Agent to participate in Preclosing Communications with my/our Realtor, and allowing the Settlement Agent to provide the JSS directly to Realtor, I/We waive and hold Settlement Agent harmless from any and all claims, suits, causes of action, demands, penalties, and expenses, including attorney's fees and expenses of litigation that I or my successors, assigns or heirs may have against the Settlement Agent and its heirs, successors, agents, or assigns for a violation of GBLA, DFA, or the rules and regulations of the CFPB.

As of the date first written above.

\_\_\_\_\_  
Seller  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Seller  
Print Name: \_\_\_\_\_

**NOTE: Only use this form if you are NOT a resident of the State of Georgia and the property that you are selling was NOT your principal residence.**  
**IT-AFF2 (REVISED 12/11)**

## AFFIDAVIT OF SELLER'S GAIN

Seller's Name	Seller's Identification No. (SSN or FEI)
Street Address	Spouse's Identification No. (if jointly owned)
City, State & Zip Code	

- If the seller is a disregarded single member limited liability company (SMLLC), both the SMLLC and its owner should be listed as the seller.

### INSTRUCTIONS

The Seller is required to execute this form or a similar document and present it to the Buyer where the Seller wishes to establish the gain to be recognized from a sale of real property, against which the withholding imposed by O.C.G.A. §48-7-128 is to be applied. In order to be subject to withholding only upon the gain to be recognized, the seller must submit this affidavit to the Buyer. If a payment is due, the buyer must submit this form along with the withholding return to the Department of Revenue. A copy is not required to be submitted to the Department when no withholding tax is due, unless specifically requested by the Department.

The Seller is to complete this document by calculating the gain below and attaching documentation of the cost basis and selling expenses claimed. The documentation are to be submitted to the Department of Revenue. A copy of this affidavit is to be presented to the buyer.

1. Sales Price		\$	
2. Cost Basis Including Improvements	\$		
3. Depreciation	\$		
4. Adjusted Cost Basis (line 2 minus line 3)		\$	
5. Selling Expenses		\$	
6. Net Taxable Gain (Loss) (line 1 minus lines 4 and 5)		\$	

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

\_\_\_\_\_  
 Seller's signature (and Title, if applicable)

\_\_\_\_\_  
 Date

Sworn to and subscribed before me  
 this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC