

Date: \_\_\_\_\_, 20\_\_

Buyer's Name  
Address  
Address

**Re: Purchase of Real Estate.**

Dear \_\_\_\_\_:

I would like to express my appreciation for allowing us to represent you in the purchase of your home. I would like to set forth the scope of our representation and our fee arrangement in this letter. Matters may arise that require actions outside the scope of this letter. If that happens, we will recommend a course of action and discuss any alternatives as necessary at that time.

Our fee of \$\_\_\_\_\_, payable at closing, is for our performing the following:

1. Reviewing and, when possible, negotiating the real estate purchase contract. Your Realtor has presented us with a contract completed with his or her assistance. While that may be sufficient, there are times when it may be necessary to try to modify that contract for your benefit. Our ability to negotiate different terms may be affected by time restrictions and clauses contained in the sales contract. Any attempt to modify the contract may, in some instances, provide the seller an opportunity to revoke the agreement. If modifications to the contract are necessary or prudent, I will discuss them with you prior to contacting the Realtor or actually giving notice to the seller or seller's attorney.
2. Scheduling the time and location of the closing and calculating the amount of money you will need to close. Typically, the figures necessary to calculate your exact closing costs are not available until a day or two before closing. As soon as our office has the figures available, we will contact you. Funds brought to the closing must be in the form of a cashier's check or certified funds.
3. Explaining the significance of the documents given you at closing.
4. Verifying all closing expenses and documentation for accuracy.
5. Examining the condition of title prior to closing and overseeing the removal of all title objections to be removed at closing in order that you obtain marketable title to the property.
6. Obtaining the owner's title insurance policy and recorded original deed, both of which will be forwarded to you for your records after closing.

Our fee does not include time and expenses used on disputes and problems that may arise after the closing or unanticipated disputes prior to closing. Those matters are independent of the closing itself and

shall be treated as separate issues. If they arise prior to closing, we will discuss them with you and adjust our fee arrangement accordingly.

Be sure that in dealing with your lender that you have procured an unconditional mortgage loan commitment.

Please supply us with the name, address, and telephone number of the lending institution with which you have applied for your loan and, also, the name of your loan officer.

We again thank you for the opportunity to assist you in this matter.

Respectfully,

**SYLVESTER LAW FIRM, PC**

Atty. Patrick S. Sylvester

**SERVICES NOT INCLUDED IN FEE ABOVE**

The following is a list of some matters that would be considered “extraordinary” relative to your sale.

1. attendance at more than one closing;
2. repeated rescheduling of closing;
3. preparation of Early Occupancy (Rental) Agreement;
4. request for and/or negotiation of numerous extensions regarding financing;
5. compliance with requests of new lender (e.g., obtaining documents and clearing credit problems);
6. an extraordinary number of phone calls;
7. lengthy closing (one and one-half hours is customary);
8. clearing of unusual or unexpected title objections; and
9. inordinate number of calls to lender to expedite closing;

[NOTE: If counsel is acting as a title agent for a title company, number 8 may be deleted.]

Additional matters will be billed at the customary hourly rate of office time of \$\_\_\_\_\_.

**Atty. Patrick S. Sylvester**  
Licensed in IL, WI, MN & FL  
**SYLVESTER LAW FIRM, PC**  
1000 Skokie Boulevard, Suite 420  
Wilmette, IL 60091  
Phone: (847) 251 – 2999  
Fax: (847) 251 – 1999  
E-mail: [pss@sylvesterlawfirm.com](mailto:pss@sylvesterlawfirm.com)  
Web-site: [www.sylvesterlawfirm.com](http://www.sylvesterlawfirm.com)