

# HomEq Servicing

## Closing Instructions

1. Executed Contract – The Listing Broker should provide you with a copy of the fully executed contract. If you have not received, contact the Listing Broker.
2. Deed Instructions:
  - a. Per HomEq's contract addendum, the property is to be **conveyed by special warranty deed** or comparable instrument allowed in the state where the subject property is located.
  - b. The standard Bar Form for the deed may be used but it is not required.
  - c. The deed **must contain** the following language "... Grantor covenants that is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise".
  - d. The deed **must also contain the "subject to language"** required in HomEq's contract addendum.
  - e. If your office does not prepare deeds, engage an attorney and charge their fee to the seller on the HUD-1. The attorney fee cannot exceed \$75.00.
  - f. Email a copy of the deed to the Outsourcer (see 2<sup>nd</sup> page of these instructions for name of Outsourcer) that handles your state.
  - g. Email or fax the Conveyance document along with any other required Seller closing documents to the Outsourcer for review prior to sending to HomEq. If documents cannot be emailed or faxed, send via overnight delivery to HomEq being sure to include a **return overnight envelope**.
  - h. Deed package **must reference** either the HomEq's asset number or the property address.
3. HomEq Closing Package – Prior to closing HomEq will send Closing Instructions with wiring instructions, the executed deed package and other documents including HomEq's Certificate as to Debts and Liens. **(HomEq's form is required in lieu of the Standard Lien Affidavit.)**
4. You should also receive Outsourcer closing instructions from the appropriate Outsourcer.
5. Closing Dates – We expect the transaction to close on or before the date listed on the contract. If there is any reason this will not occur, notify the Outsourcer. The Outsourcer will contact HomEq. An extension to the closing date may or may not be granted.
6. HUD-1 Form – Three days prior to closing, fax or email **the completed seller's side** of the HUD along with all backup documentation to the appropriate Outsourcer. If Seller has agreed to pay any portion of buyer's costs, you **must submit** a complete HUD-1 with Buyer and Seller charges and all backup documentation. The Outsourcer will review and approve the Hud-1 and fax back to your office for the closing.
7. Investor Owned Property – Closing documents on property to be conveyed from an entity that HomEq does NOT have a Power of Attorney for **must be received two weeks** before the scheduled closing date so the investor's signatures may be obtained.
8. Certified or "Good" funds – Buyer must execute all required closing documents and furnish closing office with Certified or "Good" funds at time of closing.
9. All closing documents must be held in escrow until transaction is funded.
10. Funding – Within 24 hours of closing, the transaction must fund. A copy of the final signed HUD-1 and completed Closed Deal sheet (as listed in the HomEq closing Instructions), and wire confirmation must be faxed to HomEq and Outsourcer.
11. Possession – Property possession will **ONLY** be given after funding has occurred. There are no exceptions to this policy!

## **FEES AND OTHER EXPENSES**

1. Ad Valorem Taxes, Fees and Assessments – see HomEq's contract addendum.
2. Repairs – All contract repairs must be on the HUD-1 with appropriate documentation to support the charges. Example – Invoice defining work with name of contractor performing the work and the Contractor's Tax I.D. number, etc.
3. Lender Costs – If seller is paying a portion of the lender costs, charges must be reflected on the HUD-1 and a copy of the lender's instructions reflecting these charges must be included as documentation of charges.
4. Owner's Title Insurance Policy – Per contract addendum, Seller will pay for the owner's title insurance policy but will not pay for lender's title insurance.
5. If Seller has previously paid for any title services that are applicable to be credited towards owner's title premium, please reflect the appropriate credit on the HUD-1.
6. Closing Fees – Settlement or Closing fees charged by the closing office will only be split equally between Buyer and Seller if it is customary in your area.
7. FHA/VA Fees charged to Seller – If FHA or VA fees, which are required to be charged to Seller exceed \$750, you must notify Outsourcer.
8. Commission – Sales commission to be paid in accordance with the terms of the sales contract and listing agreement and to the person and/or business named therein.
9. Broker Expenses – The Broker must submit to the closing company/attorney invoice(s) and proof of payment for any outstanding bills within the last 30 days prior to closing that have not previously been submitted to HomEq for payment. The Broker can estimate final utility bills at time of closing or submit final utility bills after closing. If submitted after closing, Broker must submit the final utility bills on the REO Expense Reimbursement form along with proof of payment within 30 days of closing to HomEq.
10. Wire transfer fee, if any, should be charged to Seller on HUD-1. Not to exceed \$25.00.
11. Management Fee – HomEq is entitled to a management fee on some transactions. Please review HomEq closing instructions for the amount of this fee that should be charged to the Seller in section 1300 of the HUD –1.
12. If you have any questions, please contact the appropriate Outsourcer designated below.

## **Designated Outsourcers:**

Rosicki, Rosicki & Associates  
Attn: Shannon Fain  
Phone: 803-663-0698  
Fax: 803-663-3653

States: IN, MD, NY, OH, VA, DC, PA and WV

Fidelity Residential Solutions  
Phone: 918-528-1136  
Fax: 918-528-1134

All other states