



945 Concord Street  
Framingham, MA 01701  
Telephone 508-969-9988  
Facsimile 508-969-5138

Andrew M. Rubenstein  
Andrew@raalaw.com

November 11, 2009

John and Mary Smith  
123 Main Street  
Anywhere, MA 01234

Re: 123 Main Street

Dear Mr. and Mrs. Smith:

Please be advised that this office represents THE BUYERS LENDER, the Lender chosen by the Buyer of your home, to provide mortgage financing and to conduct the closing. If the documents that have been listed below are not brought to closing, the closing may not take place as scheduled.

- ★ If an attorney represents you, please forward this letter to your attorney or have your attorney notify our office that he or she represents you in this transaction.

As the seller(s), you will be responsible for the following:

- \_\_\_\_\_ Deed into the new buyer (a deed can be prepared by our office for a fee of \$125.00);
- \_\_\_\_\_ Smoke and Carbon Monoxide detector Certificate (to obtain contact you local fire department);
- \_\_\_\_\_ Driver's License or other Government issued Identification;
- \_\_\_\_\_ Forwarding Address;
- \_\_\_\_\_ Social Security Number or Tax Identification Number;
- \_\_\_\_\_ Copy of a Tax Bill for the most recent tax period;
- \_\_\_\_\_ If new construction, a final Certification of Occupancy;
- \_\_\_\_\_ If a Condominium, a 6(d) Certificate (a certificate of no common expenses);
- \_\_\_\_\_ If a Condominium, a Certificate of Insurance naming buyer's mortgagee must be faxed to my attention;
- \_\_\_\_\_ Final Water and Sewer bill (with a paid receipt or provide this office with the amount to be paid at closing);

\_\_\_\_\_ If you have a private septic system, you must bring a valid Title 5 Certification or a Certificate of Compliance from the Municipality's Board of Health.

☛ **SELLER INFORMATION AND PAYOFF REQUEST LETTER**

**It is imperative that you complete the enclosed Seller Information Form and PAYOFF REQUEST LETTER and forward it to my attention via mail or fax.**

Please provide account information for all mortgages and lines of credit, even if there is a zero balance at the present time. Failure to do so may cause a postponement of the closing.

**CLOSING COSTS**

Your closing expenses will include the cost of obtaining mortgage and lien payoff information, remittances of payoff amounts, the deed excise stamp (\$4.56 per thousand of the sales price), recording fees for discharges and lien releases, your attorney's fee and your broker's commission, if applicable. If your agreement with the buyer requires an adjustment for real estate taxes, fuel oil, rent, personal property, or any other such adjustment, these will be taken into account at the closing as adjustments of the net sale proceeds. Discharge Handling Fee for lien payoff(s) is \$150.00 for each mortgage. There will be a UPS Delivery of \$20.00 for each payoff as well as a \$30 recorder service fee.

**TITLE EXAMINATION**

Please note that it is the Seller's responsibility to correct any deficiencies or defects that are discovered in the title search, plot plan or the municipal lien certificate. Please consult with your attorney to determine your rights, duties and obligations under the purchase and sale agreement. If you would like our office to clear any deficiencies or defects, a fee will be charged for our services based in the actual time spent on the matter.

For your convenience I have enclosed directions to our office.

Finally, and most importantly, do not hesitate to contact me with any questions you might have. We wish for your closing to go as smoothly as possible and we have found from years of experience that this is best accomplished when all parties work together.

Very truly yours,

Paralegal

Enclosure

# *Seller Information Form*



945 Concord Street  
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Telephone 508-969-9988  
Facsimile 508-969-5138

Andrew M. Rubenstein  
Andrew@raalaw.com

Attn: «ParalegalName» Our File No:

Property Address: 123 Main Street, Anywhere

Name

Social Security or Fed ID #

NAME OF ATTORNEY REPRESENTING  
IN THIS TRANSACTION (if any): \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

**NAME OF BANK (S) OR NAMES AND ADDRESSES OF INDIVIDUAL MORTGAGEES HOLDING PRESENT MORTGAGES AND/OR LINES OF CREDIT (EVEN IF THERE IS A ZERO BALANCE ON PROPERTY):**

NOTE: If seller has an Equity Credit Line, the seller must send us a letter from the bank indicating that the credit line is frozen, and specifying the outstanding balance.

LENDER: \_\_\_\_\_ ACCT NO.: \_\_\_\_\_ PHONE: \_\_\_\_\_

LENDER: \_\_\_\_\_ ACCT NO.: \_\_\_\_\_ PHONE: \_\_\_\_\_

LENDER: \_\_\_\_\_ ACCT NO.: \_\_\_\_\_ PHONE: \_\_\_\_\_

**IT IS EXTREMELY IMPORTANT THAT AN ACCOUNT NUMBER AND BANK TELEPHONE NUMBER ACCOMPANY EACH LOAN.**

Please consider this a formal authorization and request for pay-off figures relating to the above referenced mortgage. Please provide the mortgage pay-off figures directly to:

Rubenstein and Associates  
945 Concord Street  
Framingham, MA 01701

☛ **Please fax this page directly to Rubenstein and Associates. at 508-969-5138.**

Thank you.

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(Signature)

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(Signature)



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Andrew@raalaw.com

November 11, 2009

## Payoff Request Letter- M.G.L. c.183, ss54D

### RE: Payoff of Mortgage

Our File #; «OfficeFileNo»

Requested Payoff Date: \_\_\_\_\_  
Primary Borrower Social Security Number : \_\_\_\_\_  
Secondary Borrower Social Security Number: \_\_\_\_\_

#### FIRST MORTGAGE COMPANY

Bank Name: \_\_\_\_\_  
Bank Phone Number: \_\_\_\_\_  
Borrower: \_\_\_\_\_  
Mortgage Account Number: \_\_\_\_\_  
Property Address: 123 Main Street, Anytown, MA

#### SECOND MORTGAGE/LINE OF CREDIT COMPANY

Bank Name: \_\_\_\_\_  
Bank Phone Number: \_\_\_\_\_  
Borrower: \_\_\_\_\_  
Mortgage Account Number: \_\_\_\_\_  
Property Address: 123 Main Street, Anytown, MA

Dear Sir or Madam:

In accordance with Massachusetts General Laws Chapter 183, Section 54D, please consider this correspondence a formal authorization and request to issue a written pay-off statement relating to the above referenced account to this office within five (5) business days receipt of this notice. Kindly fax or email said pay-off statement directly to:

Rubenstein and Associates  
Attn: Closing Dept.  
945 Concord Street  
Framingham, MA 01701  
508-969-9988  
508-969-5138 fax  
Email: closing@raalaw.com

Pursuant to M.G.L. c. 183 ss 54D, said pay-off statement:

- (i) shall be sufficient to enable our office to conclusively make full payment of the outstanding indebtedness under the mortgage note or other financial obligation as of the above referenced payoff date (which shall be no more than thirty (30) days from the date of the request);
- (ii) shall specify an amount certain, as of the above referenced payoff date, which will pay off any and all indebtedness secured by the mortgage;
- (iii) shall include a specific amount of any additional payment which may be due or a specific formula or method for calculating the specific amount that may be due, such as by reference to a per diem amount, in the event the payoff is received later than the payoff date requested above;
- (iv) may condition the payoff amount, or any additional amount due beyond the specified payoff date, on any escrow or other disbursements that (Mortgagee, Mortgage Servicer or Note Holder) may be permitted or required under the terms of the mortgage to be made between the payoff date and 30 days thereafter; provided, that the payoff statement shall specify the nature, amount and anticipated payment date for the disbursements, if known or reasonably ascertainable;
- (v) may impose a time limitation on the validity of the payoff statement of no less than 30 days from issuance.

In closing, please be advised that, pursuant to M.G.L. c. 183, ss54D (f), one (1) payoff statement may be requested without charge during any six-month period but the Mortgagee, Mortgage Servicer, or Note Holder may charge a reasonable fee for any additional payoff within such six-month period. Please advise if any other payoff requests have been made to you within the last six months and whether you intend to charge for the payoff statement requested by this letter and, if so, what the charge will be.

Please be advised, also, that a Mortgagee, Mortgage Servicer or Note Holder responsible to provide the requested payoff statement who, without reasonable cause, fails to provide a timely payoff statement as required by M.G.L. c. 183 ss 54D(e), may be liable to the mortgagor for the greater of \$500 or the mortgagor's actual damages caused by the failure, plus reasonable attorney's fees and costs.

Yours Truly,

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Paralegal

Borrower Authorization

The undersigned hereby authorize(s) *Mortgagee, Mortgage Servicer or Note Holder* to immediately issue a written payoff statement for the above referenced account to *Rubenstein and Associates*. If said account is a home equity line of credit or contains the right for future advances, *Mortgagee, Mortgage Servicer or Note Holder* is also hereby directed to immediately freeze said account and directed to dishonor any checks or coupons drawn on said account, or any other advances by the undersigned, if honoring said checks, coupons or any other request for advances would result in a modification of the payoff statement.

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Seller 1

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Seller 2

*Note: For the purpose of this form, the term "mortgagee" shall mean the original mortgagee or a record successor or a successor thereto by operation of Law or pursuant to M.G.L. c183 ss55(i)*



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## **Directions**

### **From Mass Pike (Rt. 90)**

**Take Exit 13 – Rt. 30 Exit towards Framingham**

**Once on Rt. 30 you will travel 8/10 of a mile going through 4 sets of lights**

**Turn right onto 126 N (just before the next set of lights)**

**We are the first office building (past two houses and a church) on the right**

**945 Concord Street – sign is out front**

### **From Rt. 9**

**Take the exit for 126 N**

**Follow through 1 set of lights**

**We are the first office building (past two houses and a church) on the right**

**945 Concord Street – sign is out front**

# **PRIVACY POLICY NOTICE**

## **FOR**

### **Rubenstein and Associates**

Lawyers, as providers of certain personal services, are now required by the Gramm Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

#### **NONPUBLIC PERSONAL INFORMATION WE COLLECT**

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

#### **WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.**

We do not disclose any nonpublic personal information about our current or former clients obtained in the course of representation of those clients, except as expressly or impliedly authorized by those clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

#### **CONFIDENTIALITY AND SECURITY**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional Guidelines or requirements of law in order to guard your nonpublic information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials