

Via US Mail and Email

_____, 20__

Ms. Liti Gant
12345 Miller Street
Beautiful Point, CA 90210

RE: IRMO Gant, Liti v. Supple; Case No. INC 123456789; Family Law Attorney's Real Property Lien; Acknowledgment of Right to Consult Independent Counsel and Consent to and Terms of Lien

Dear Liti:

This will confirm our recent discussion regarding your decision to grant me a Family Law Attorney's Real Property Liens (hereafter "liens" or "deeds of trust"), pursuant to FC §§ 2033 and 2034 to secure the attorney fees and costs you will likely incur in the future in the above-referenced marital dissolution proceeding. Under the terms of our Attorney Fees and Costs Agreement signed by you on _____, 20__, you are billed monthly for my services at my hourly rate, which is currently \$375.00, and for actual costs. I estimate you will incur additional fees and costs in the approximate amount of \$40,000.00 preparing for trial and prosecuting present and potential future contempt actions. As a result, the contemplated lien is for the amount of \$40,000.00

The lien amount will be created by a promissory note and a charging lien from you in favor of me, and the lien will be secured by a deed of trust with a \$40,000.00 encumbrance placed on real property located. This deed of trust will attach to your interest in the real property located at _____.

Enclosed is a copy of the Deed of Trust, the Promissory Note, and the Charging Lien (each in the amount of \$40,000.00), as well as a separate letter containing a Notice of Right to Cancel and Federal Truth In Lending Disclosure Statement. Any recoupment from of the lien amount will be applied to the deed of trust, and recoupment includes any further monies received from you or your spouse for attorney's fees.

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You have informed me you believe that the _____ property: (a) was purchased during marriage by you and Mr. Gant, (b) the mortgage and other maintenance payments were paid by you and Mr. Gant with both of your incomes, (c) Mr. Gant paid for a \$30,000.00 improvement to the property with an inheritance from his aunt during the marriage and you do not dispute this fact, (d) has a current fair market value of approximately \$300,000.00, and (e) is encumbered by a first deed of trust in the approximate amount of \$50,000.00. Based on the foregoing figures and in light of the potential for Mr. Gant to seek a separate property reimbursement in the property, your share of your community property equity in these two properties appears to be approximately \$110,000.00 (\$300,000 value - \$50,000 existing mortgage - \$30,000.00 for Mr. Gant's SP credit = CP interest of \$220,000; CP interest/2 = \$110,000).

The \$40,000.00 lien in my favor will attach to your interests in the equity of the _____ property. This means that if the property is sold, a new loan is secured by the property, or the property is refinanced, I must be paid in full at that time for amounts then due up to \$40,000.00, excluding any accrued interest (which is 15% per year based on our April 7, 2011 and on the enclosed Promissory Note). Moreover, should you fail to pay me the fees and/or costs due me, these liens give me the right to foreclose on your interest in either of the two properties without Court supervision.

You may seek independent legal advice from an attorney of your choice regarding the terms of the two liens and their consequences, and I strongly encourage you to do so. Please do not sign the enclosed promissory note or deeds of trust until you have had a reasonable opportunity to seek that advice.

Should you decide to grant me the lien and deed of trust after having had an opportunity to consult with independent counsel, please sign the enclosed promissory note, the deed of trust before a notary public, sign the Acknowledgment below, sign the enclosed Declaration, and sign the enclosed separate letter regarding right to cancel and truth in lending statement, and return them all to my office in the envelope provided for your convenience. I will then cause the deed of trust to be recorded within the time frame mandated by statute (currently 15 days after Mr. Gant and his attorney are served with the enclosed Notice of the liens).

By signing below, you acknowledge you have been advised of your right to consult independent counsel regarding the terms and consequences of granting me the above lien, you have been given a reasonable opportunity to seek such advice, and you give your consent to the lien's terms.

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_____, 20__

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If you have questions regarding any of the foregoing, please do not hesitate to contact me.

Very truly yours,

DOUR MEANY, Attorney At Law

Enclosures

**ACKNOWLEDGMENT OF RIGHT TO CONSULT INDEPENDENT COUNSEL RE
FAMILY LAW ATTORNEY'S REAL PROPERTY LIEN AND CONSENT TO TERMS
OF LIEN**

I, Liti Gant, acknowledge I have been advised in writing by my attorney, Dour Meany, of my right to seek independent legal advice from an attorney of my choice regarding the terms of the above lien and its consequences. I further acknowledge I have had a reasonable opportunity to consult with independent counsel and I hereby give my consent to the terms of the lien.

Dated: _____, 20__ _____

LITI GANT, client