



WITNESS CLOSER TRAINING



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Investors Title

Settlement Services Division

Gina F Webster

Manager, Settlement Services & Agency Operations Support

**121 North Columbia St
Chapel Hill, NC 27514**

(919) 945-2471 or (800) 724-8791 ext. 2471

GWebster@InvTitle.com

What is a “witness closer?”



The “witness closer”, is the person who meets with the parties to the transaction to give an overview of the documents and witness (notarize) the signature(s) of customers.

Your Role as an Agency Closer

- **Review HUD-1 Settlement Statement with borrower**
- **Provide brief, non-legal explanation of content of documents**
- **Collect items/documents from borrower required to satisfy title and loan underwriting requirements**

Responsibilities as an Agency Closer

- Review closing instructions, specifically for any special requirements
- Witness signature of documents and have them notarized
- Collect any funds from borrower--***only certified funds acceptable (if over \$500). No CASH - ever***
- Refrain from giving legal advice

Unauthorized Practice of Law

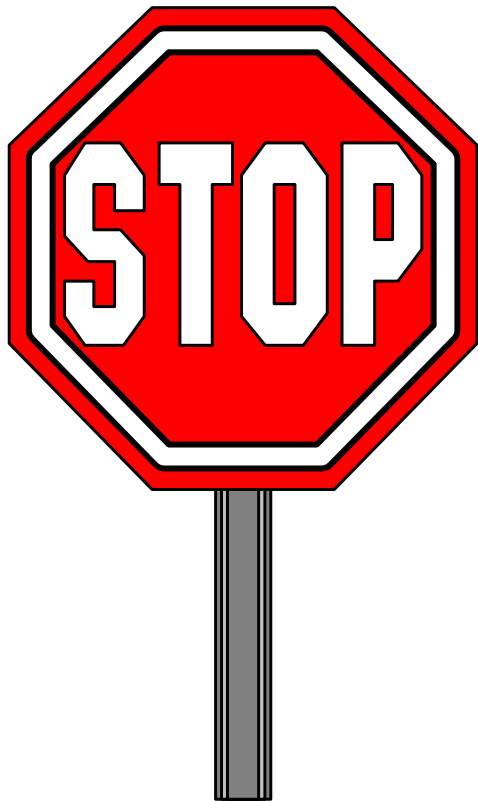


SM

Unauthorized Practice of Law

Witness closers **MUST** refrain from the following:

- Giving legal advice
- Explaining the rights of the borrowers under any of the loan documents
- Explaining the purpose or content of any closing documents that the borrower could not ascertain by reading the document text themselves
- Giving your opinion for questions the borrower may ask



Remember: You may know the answer to a borrower's question, but that specialized knowledge may constitute the practice of law!

Disclosure and Acknowledgement

A “get out of jail free?”

Q: What is it?

A: Document signed by borrower certifying they did not receive legal advice or representation by closing agent or witness closer

This is not a free license to say anything you wish as long as this document is signed!!!!

How Do I Avoid Committing the Unauthorized Practice of Law?

Ask yourself:

Am I telling the borrower something about the documents they could not read for themselves?

Am I starting any sentences with words like “you should...”, “this means...,” or “I think...”?

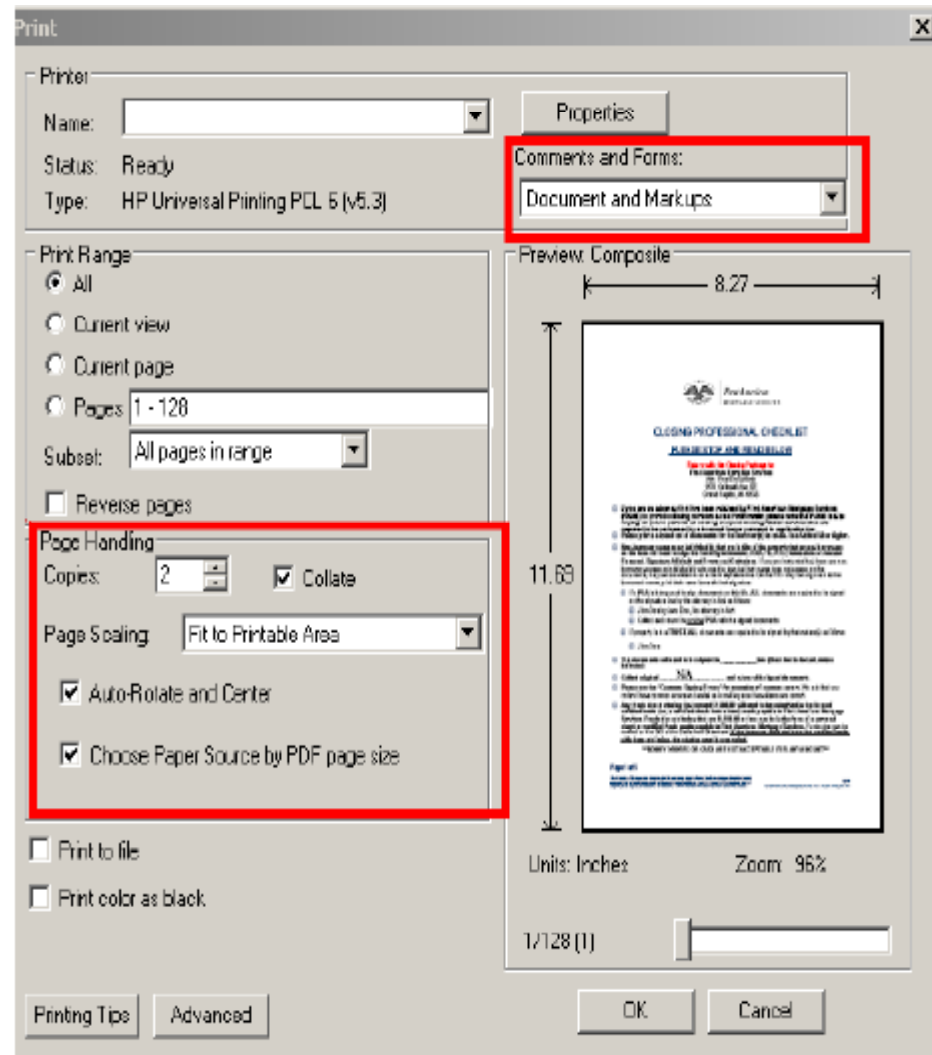
Your answer should NEVER be yes!

Say “this document says..” not “this document means...”

Before the Closing: How to Print the Documents

Requirements: Use Adobe 8 or higher version

- Select Document Markups from Comments and Forms (top right)
- In the Page Handling Section make sure the box is checked for BOTH “Auto Roatate and Center” AND “Choose Paper Source by PDF page size”
- Select OK to save the settings



Before the Closing: Closing Instructions Checklist

- Confirm borrower/seller names and addresses are correct on documents along with amounts on HUD, deed of trust and note all match
- Miscellaneous Instructions
- Items to be collected from lender
- Special signature instructions
- Items to be collected from borrower

Before the Closing: Closing Confirmation

You may receive a written confirmation of closing from the agency. Be sure to:

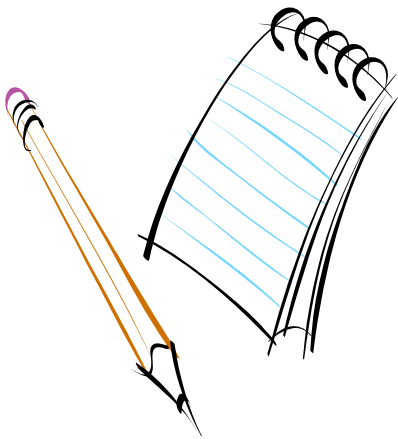


Confirm date, time and location
of closing

If you cannot complete the closing as stated on the confirmation, contact the agency **IMMEDIATELY** for rescheduling.

Before the Closing: Closing Instructions

As a closer, it is your obligation to follow the closing instructions, and inform the agency immediately if something is missing or cannot be followed.



Even if you are running late for closing, take the two minutes to review the closing instructions.

REMEMBER: You're "on the hook" for making sure the instructions are followed!

Before the Closing: Closing Instructions

*If it is not your practice to make a copy of the documents for the customer prior to closing, please note that they are **required** to receive the **Truth In Lending** and 2 Copies (per borrower) of the **Right To Cancel** (if applicable).*



If you do not provide the remainder of the package, please notate on the closing instructions so that those documents can be forwarded to the customer in a timely manner.

At The Closing



- Prepared – Bring documents, pens and notary information with you to closing. If you are providing copies of the documents, please include those in an Agency specific folder
- Prompt – Arrive at least 10 minutes prior to the closing time if possible
- Professional – Closers are expected to dress in a professional manner when conducting closings. No jeans, shorts, t-shirts, sweatpants or flip flops.
- Pro-Active – Review documents to try and foresee any issues prior to closing
- Practical – If you have any questions during the closing please immediately call the agency

Important Closing Concepts



Important Closing Concepts:

Parties in Attendance

**Everyone that is expected to be at the closing
MUST BE AT THE CLOSING!**

If a party is expected to be
at closing, but does not
attend, stop the closing
immediately and ...

CALL THE AGENCY

**At The
Closing
Table**



Important Closing Concepts:Document Alteration.....

- The HUD-1 **cannot** be altered or changed in any way--it MUST be revised by the agency
- The closer **CANNOT** alter ANY other documents without the permission of the agency--call immediately if changes are needed and follow the directions of the agency for any approved changes

Important Closing Concepts: Document Signature

.....



- The borrower(s) should always sign as their name appears, even if that is not their typical signature. This is one of the main errors settlement agents see on returned documents.

Borrower: John T. Doe

John T. Doe

If there is a middle initial included on the document and their signature is legible, the middle initial **MUST** appear in their signature.

Important Closing Concepts: Document Signature

- If they are signing in a capacity other than individual (*power of attorney, officer of corporation, for example*), they must indicate such capacity
- The borrower(s) must also date the documents themselves as required
- The industry is moving to preferring *Blue Ink* at Closing

Important Closing Concepts: Document Notarization

- Notary acknowledgment should be completed and the seal must be legible within the margins. If you are unfamiliar with the particular notarization on a document, please slow down to ensure this is properly completed. Missing notary information can hold up recordation and delay disbursement of the transaction.
- Please note that in 2013, 31% of Investors Claims (nationwide) involved Closing & Post Closing Errors. Of those errors the, third most common type of error was Notary Errors.

Important Closing Concepts:

Questions Regarding Refunds & Payoffs

- **Please refrain from answering any questions regarding refunds of taxes, insurances and any payoff funds or escrowed monies, unless specifically directed to do so by your Settlement contact. These questions should be referred back to the Settlement Processor that worked on the file or the customer's original lender for accurate information.**

Important Closing Concepts:

Questions Regarding Refunds and Payoffs

- For closings that include any payoffs for non title items (example: credit cards, auto loans etc...): Please inform the borrower that those payments will be sent via regular mail and they should continue to make monthly payments until they have confirmation that the payment has been posted and that interest does continue to accrue and there may be a small balance due that the customer is responsible for.
- For Proceeds after closing: Please let the customer know that we will get their funds to them just as quickly as we can. However, it can take up to 2 business days after disbursement for the funds to become available.

Important Closing Concepts: Closing Funds



NO



- Cash in any amount ***will not*** be accepted
- Any funds over \$500 brought to closing by borrower must be certified funds (cashier's or certified check)
- Personal checks under \$500 ***will*** be accepted

After the Closing

- Review all documents to confirm correct completion (including dates) and notary
- Please make sure all parts of the notarization are accurately filled out. Pay extra attention to dates and names of who is being notarized
- Confirm receipt of all required identification and documentation

After the Closing

- Place closed loan package in overnight mail as directed in closing instructions
- Handle documents for recording as directed in closing instructions or by the agency staff

Mortgage Documents



HUD-1 Settlement Statement

A. Settlement Statement U.S. Department of Housing and Urban Development OMB Approval No. 2502-0285

B. Type of Loan

1. FHA 2. FmHA 3. Corrv. Units
 4. VA 5. Corrv. Ins.

6. FIC Number: 7. Loan Number: 8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown; items marked "p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: **E. Name & Address of Seller:** **F. Name & Address of Lender:**

G. Property Location: **H. Settlement Agent:** **I. Settlement Date:**

J. Summary of Borrower's Transaction **K. Summary of Seller's Transaction**

100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	()	602. Less reductions in amt. due seller (line 520)	()
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower		603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(e) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

- Created by the Department of Housing and Urban Development (HUD)
- Regulated by the Real Estate Settlement Procedures Act (RESPA)
- Provides an itemized listing of all money involved in the transaction (In and Out)
- Signed by the Buyer/Borrower, Seller (if applicable) and the Settlement Agent. (you are free to sign on behalf of the agency)

Deed

Document Prepared By:

Consideration \$
Tax Map No:
Grantee Address:

This Deed, made this _____ day of _____, 20____, by and between _____, party of the first part ("Grantor"); and _____, party of the second part ("Grantee").

-Witnesseth-

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, in fee simple, with GENERAL WARRANTY and English Covenants of title, unto the Grantee, all the following-described lot or parcel of land together with improvements thereon, situate, lying and being in the City of _____, Commonwealth of Virginia:

SEE "EXHIBIT A" ATTACHED HERETO

This conveyance is made expressly subject to the easements, conditions, restrictions, and rights-of-way of record contained in the instruments forming the chain of title to the property conveyed herein and to matters visible upon inspection.

The said Grantor covenants that he has the right to convey the said land to the said Grantee; that he has done no act to encumber the same, that the said Grantee shall have quiet possession of the said land, free from all encumbrances except mentioned herein; and that he, the said Grantor, will execute such further assurances of the land as may be requisite.

Witness the following signature and seal.

(SEAL)

Commonwealth of Virginia)
City of Richmond) to wit:

The foregoing deed was acknowledged before me on _____
by _____.

Notary Public
Registration No. _____
My commission expires _____

- Transfers property from the seller to the buyer.
- Should be reviewed at closing to ensure correct spelling of names, proper legal description, and status of title (i.e. tenants in common, joint tenants, etc.).
- Signed by the Grantor(s) (Seller(s)) and must be notarized.
- Recorded in the land records office.

Promissory Note

NOTE

_____ [Date] _____ [City] _____ [State]

_____ [Property Address]

1. BORROWER'S PROMISE TO PAY
 In return for a loan that I have received, I promise to pay U.S. \$ _____ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is _____. I will make all payments under this Note in the form of cash, check or money order.
 I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
 Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of _____%.
 The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS
(A) Time and Place of Payments
 I will pay principal and interest by making a payment every month.
 I will make my monthly payment on the _____ day of each month beginning on _____. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on _____, 20____, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."
 I will make my monthly payments at _____
or at a different place if required by the Note Holder

(B) Amount of Monthly Payments
 My monthly payment will be in the amount of U.S. \$ _____.

4. BORROWER'S RIGHT TO PREPAY
 I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.
 I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES
 If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

- An “IOU” or promise to pay back the lender for the full amount borrowed.
- Contract between the Borrower and Lender.
- Signed by the Borrower(s).
- Details the loan terms such as loan amount, term of the loan in years, interest rate and payment amount, due dates, etc.
- **Note:** A line of credit loan will not state a specific monthly payment since the payment will be determined by the balance used at any given time.

Deed of Trust

After Recording Return To:

 [Space Above This Line For Recording Data]

DEED OF TRUST

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by _____, as
 Borrower (trustor), to _____, as
 Trustee, for the benefit of _____, as
 beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated _____,
 together with all Riders to this document.

(B) "Borrower" is _____.
 Borrower is the trustor under this Security Instrument.

(C) "Lender" is _____.
 Lender is a _____ organized and existing under the laws
 of _____. Lender's address is _____.

_____ Lender
 is the beneficiary under this Security Instrument.

(D) "Trustee" is _____.
 Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-
 chartered corporation whose principal office is located in Virginia. Trustee's address is _____.

- Security instrument whereby real property is pledged as security for a debt.
- Signed by the Trustor (Borrower) and must be notarized.
- Transfers property to a Trustee who holds title in trust.
- Recorded in the land records office to secure a lien against the security/collateral.
- Canceled when the debt is paid.

Truth In Lending

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

Creditor:
Borrower(s):

Account Number:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
%	\$	\$	\$

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
	\$	Monthly beginning Monthly beginning

Variable Rate: If checked, your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

Demand Feature: If checked, this obligation has a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to the creditor. If checked, you can get insurance through Your Favorite Mortgage Corporation. You will pay \$ for 12 months hazard insurance coverage. You will pay \$ for 12 months flood insurance coverage.

Security: You are giving a security interest in property being purchased property located at

Assignment of brokerage account and pledge of securities Personal property: stocks and lease
Assignment of life insurance policy Other:

Late Charges: If a payment is late, you will be charged % of the payment.

Prepayment: If you pay off early, you may will not have to pay a penalty. You may will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your house may, subject to conditions, be allowed to cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about prepayment, default, any required prepayment in full before the scheduled date, prepayment refunds and penalties and assumption policy.

ACKNOWLEDGMENT

By signing below you acknowledge that you have received a completed copy of this Federal Truth in Lending Statement prior to the execution of any related documents.

Borrower/Date of Acknowledgment

Borrower/Date of Acknowledgment

- Required by the Federal Truth in Lending Act (TILA).
- Discloses credit terms and initial interest rates.
- Must be received by the Borrower at least three days prior to closing.
- July 30, 2009 - New HERA legislation goes into effect which requires early and final disclosures to the Borrower who must receive the final TIL 3 days prior to closing for review.
- Signed by the Borrower(s).

Notice of Right to Cancel

NOTICE OF RIGHT OF RESCISSION/RIGHT TO CANCEL

\$ _____ Mortgage on Property Situated at:

Notice of Customer Required by Federal Law:

You have entered into a transaction on _____ (month & date), ____ (year) which may result in a lien, mortgage or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty, or obligation, within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you.

If you cancel the transaction, any lien, mortgage or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

_____ (Name of Creditor)
at _____ by
mail or telegram sent no later than midnight of _____ (month & day), ____ (year). You may also use any other form of written notice identifying the transaction if it is delivered to the above address no later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

(Customer's Signature)

(Date)

- Federally mandated form.
- Allows the Borrower 3 business days to exercise the option to cancel the loan for any reason without cost.
- Applies to any loan secured by a Borrower's principal residence (with the exception of purchase transactions).
- Signed by the Borrower(s).

Initial Escrow Account Disclosure

Form RD 3558-0
(Rev. 10-01)

United States Department of Agriculture
Rural Housing Service

Form Approval
OMB No. 0378-0172

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

Disclose Date: _____

Borrower Name and Address _____
Lender's Name and Address _____
Loan No. _____ Telephone No. _____

Your mortgage payment for the coming year will be \$ _____ of which \$ _____ will be for principal and interest, and \$ _____ will go into your escrow account.

Yes, this monthly mortgage payment for the coming year will be \$ _____ of which \$ _____ will be for principal and interest, and \$ _____ will go into your escrow account. In the event you loan may track or change in the principal and interest payments during the year.

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account.

Month/ Payment No.	Payments to Escrow Acct.	Payments from Escrow Acct.	Description	Escrow Acct. Balance
Starting Balance: \$ _____				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

(Please keep this document for comparison with the actual activity in your account at the end of the escrow accounting recognition year.)

Outlets selected by services: \$ _____

(Borrower Signature)

(Borrower Signature)

(Date Signed)

(Date Signed)

According to the Paperwork Reduction Act of 1995, no person shall be required to furnish or provide information on this disclosure if it displays a valid OMB control number. The valid OMB control number for this information collection is 0378-0172. There is no charge to collect this information collection. It is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing and reviewing the collection of information.

- Reflects the amount paid to the escrow account each month.
- Shows when escrow items (such as taxes and homeowner's insurance) are scheduled for payout.
- Signed by the Borrower(s).

IRS Form W-9

Request for Taxpayer Identification Number and Certification

- Verifies the Borrower's social security number.
- Each year the Lender reports to the IRS the interest paid by the Borrower on the loan for the previous tax year.
- Signed by the Borrower(s).

Form W-9 Rev. October 2009 Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
1. Write (or obtain or verify) the name (or names) of the requester(s) on your income tax return.			
Part I Type of requester	<input type="checkbox"/> Individual (check one) <input type="checkbox"/> Sole proprietor or single-member LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company (check the tax classification ID disregarded entity, S-corporation, P-partnership, etc.) <input type="checkbox"/> Other (specify)		
	2. Enter the requester's address (street, city, state, and ZIP code) 3. Enter the requester's telephone number (area code and number)		
Part II Taxpayer Identification Number (TIN)			
Enter your TIN in the appropriate box. The TIN provided must match the name given on Form 1040, 1040-E, or other backup withholding. For individuals, this is your social security number (SSN). If owner for a resident alien, non-proprietor, or disregarded entity, see the "Do I need to obtain a TIN?" section. For other entities, it is your employer issued tax identification number (EIN). If you do not have a number, see how to get a TIN on page 4. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.			Social security number or Employer identification number
Part III Certification			
I, the requester of payment, certify that: 1. This is the correct TIN for this form (my correct taxpayer identification number for an owner for a number to be used to file) and 2. I am not subject to backup withholding because: (a) my correct form did not report withholding, or (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions: You must check one of the 3 boxes. If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, Form 7 does not apply. For mortgage interest, paid acquisition or construction of secured property, completion of debt, contribution to an individual retirement arrangement (IRA), and qualified payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.			
Sign Here	Signature of U.S. person	Date	
General instructions			
Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, interest paid to you, real estate transactions, mortgage interest you paid, acquisition or construction of secured property, completion of debt, or contribution to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), a partner in a partnership, or a person who is not subject to backup withholding. If the requester is not a U.S. person, you are not required to provide your TIN to the person requesting it. If the requester is not a U.S. person, you are not required to provide your TIN to the person requesting it. If the requester is not a U.S. person, you are not required to provide your TIN to the person requesting it. If the requester is not a U.S. person, you are not required to provide your TIN to the person requesting it.			
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or a U.S. resident alien. • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States. • An estate (other than a foreign estate), or • A trustee that has derived its fiduciary status under 301.7701-7. Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to ensure that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to enable your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing the U.S. status and avoiding withholding on its distributable share of income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,			

Patriot Act Disclosure

Borrower Identification

**Patriot Act Disclosure
Borrower Identification**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

Please provide the following information. We require two forms of identification for each borrower to comply with Section 322 of the Act.

Borrower's Name _____ Loan Number _____

Address _____ Date of Birth _____

City, State, Zip _____ Social Security #/Tax ID # _____

IMPORTANT - Information listed below must be exactly as indicated on the document.

Primary Forms of Identification - must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> US Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Secondary Forms of Identification - must display Borrower's name

Document	Name of Issuer or Origin	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Govt.			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Birth Certificate				
<input type="checkbox"/> Non-US Canadian Driver License				
<input type="checkbox"/> Most Recent State Tax Returns	<input type="checkbox"/> Fed <input type="checkbox"/> State	TIN:		
<input type="checkbox"/> Property Tax Bill		APN:		
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank Statement/Levy Statement				
<input type="checkbox"/> Paycheck stub with name				
<input type="checkbox"/> Most Recent W-2				
<input type="checkbox"/> 1099 or other income tax paper				
<input type="checkbox"/> Recent utility bill				

Comments: _____

I certify that I have personally viewed and accurately recoded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.

Signature _____ Title _____

Printed Name _____ Date _____

* For persons without a SSN/TIN, the ID number must be from one of the following: passport, alien ID card, or any other government issued document containing nationality or residence and bearing a photograph or similar safeguard.

- Used to prove and document the identity of the Borrower in order to help the government combat the funding of terrorism and money laundering activities.
- Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.
- Typically signed by the closing agent, sometimes requires Borrower(s) signature.

Errors & Omissions / Compliance Agreement

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

LENDER:
BORROWER(S):

PROPERTY ADDRESS:
LOAN NO.:

In consideration of the Lender's funding and closing of this loan, the borrower(s) agree(s), if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market the loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The borrower(s) agree(s) to comply with all above noted requests by the Lender within 30 days from date of mailing of the requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The borrower(s) do hereby so agree in order to assure that this loan documentation executed will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to the loan documentation, and to assure marketable title in the borrower(s).

DATED effective this day of

_____	(Borrower)	_____	(Borrower)
_____	(Borrower)	_____	(Borrower)
_____	(Borrower)	_____	(Borrower)
_____	(Borrower)	_____	(Borrower)

- Borrower agrees to cooperate to correct any typographical errors or clerical mistakes within the documents.
- Borrower agrees to comply with all correction requests within the noted time period.
- Signed by the Borrower(s).

Limited Power of Attorney/ Correction Agreement

CORRECTION AGREEMENT LIMITED POWER OF ATTORNEY

On ____ (Date of Closing), the undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan, hereby grant _____ (see COMPANY NAME)

as Lender Limited Power of Attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this Limited Power of Attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENT. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage loan.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

_____ Borrower	_____ Borrower
_____ Borrower	_____ Borrower
_____ Borrower	_____ Borrower

State of _____)

County of _____)

This instrument was acknowledged before me on _____, _____, 20____, by _____

Notary
My Commission expires _____

- Authorizes an agent of the Lender to make corrections to the documents.
- Signed by the Borrower(s) and must be notarized.

Signature Affidavit and AKA Statement

SIGNATURE NAME AFFIDAVIT

BEFORE ME, the undersigned authority, this date _____ personally appeared _____

who being by me first duly sworn, deposes and says:

I am known as and also now as

Names	Signature
_____	_____
_____	_____
_____	_____

and that they are one and the same person.

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____
who is personally known to me or who has produced a drivers license(s) or identification
and who did/did not take an oath.

Notary Signature _____ (SEAL)

- Borrower discloses any other names under which they may be known (AKA).
- Ensures signature verification and uniformity by validating any name variations within the documents.
- Signed by the Borrower(s) and must be notarized.

Borrowers Certification and Authorization

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. If We have applied for a mortgage loan from _____, in applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that _____ reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. If We have applied for a mortgage loan from _____ and the mortgage guaranty insurer (if any), may verify information contained in any loan application and all other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to _____ and to any investor to whom _____ may sell any mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. _____ or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature: _____ Co-Borrower Signature: _____

SSN: _____ Date: _____ SSN: _____ Date: _____

FORM 882 (11) 10/2010

- Borrower states that the information in the loan application is true and complete, without misrepresentation or omission of important facts.
- Authorizes the Lender to release loan specific information to an investor.
- Signed by the Borrower(s).

First Payment Letter

PAYMENT LETTER TO BORROWER

FROM:

RE:

TO:

Dear Borrower:

The monthly payments on the above referred to loan are to begin on _____, and will continue monthly until _____.

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ _____
MIM/PMI INSURANCE	_____
RESERVE FOR TAXES	_____
RESERVE FOR INSURANCE	_____
RESERVE FOR FLOOD INSURANCE	_____
TOTAL MONTHLY PAYMENTS	\$ _____

You are to make your payments to :

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: _____

- Informs Borrower what their monthly payment will be including principal, interest and escrows.
- Acts as a first payment coupon in the event Borrower doesn't get their statement or coupon book before the first payment is due.
- Signed by the Borrower(s).

Residential Loan Application (1003)

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property or similar rights pursuant to applicable state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person who has community property or similar rights and the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____ Co-Borrower _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA	<input type="checkbox"/> USDA/Rural Housing Service	Agency Case Number	Lender Case Number	
	<input type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain):		
Amount \$	Interest Rate %	No. of Months	Amortization Type:	<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain):
				<input type="checkbox"/> GPM	<input type="checkbox"/> ARM (type):
II. PROPERTY INFORMATION AND PURPOSE OF LOAN					
Subject Property Address (street, city, state & ZIP)					No. of Units
Legal Description of Subject Property (attach description if necessary)					Year Built
Purpose of Loan	<input type="checkbox"/> Purchase	<input type="checkbox"/> Refinance	<input type="checkbox"/> Construction	Property will be:	
	<input type="checkbox"/> Construction-Permanent			<input type="checkbox"/> Primary Residence	
	<input type="checkbox"/> Other (explain):			<input type="checkbox"/> Secondary Residence	
				<input type="checkbox"/> Investment	
<i>Complete this line if construction or construction-permanent loan.</i>					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$
<i>Complete this line if this is a refinance loan.</i>					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$			
Title will be held in what Name(s)			Manner in which Title will be held	Estate will be held in:	
				<input type="checkbox"/> Fee Simple	
				<input type="checkbox"/> Leasehold (show expiration date)	
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					

- Contains all the information provide by the Borrower to initiate the loan.
- Section at the top of the first page needs to be signed by the Borrowers if they are applying for joint credit.
- Generally each page will need to be initialed by the Borrower(s).
- Signed by the Borrower(s) on page 3 and 4.

Statement of Occupancy

**STATEMENT OF APPLICANT REGARDING
OWNER OCCUPANCY OF PROPERTY**

I understand and hereby certify that I, a requirement of the underwritten Lender ("Lender"), in granting the Loan, that I WILL OCCUPY the property that will secure the loan ("Security Property") AS MY PRIMARY RESIDENCE within _____ days after the Date of Trust/Mortgage for this loan is recorded, and further that I will actually occupy the Security Property during the month period following this initial occupancy.

In view of your considering my loan application, I have made certain representations, and you may rely upon and verify including the amount of deposits in financial institutions and the amount of monthly income that I receive. Therefore, I hereby certify that the copies of my tax returns, the accuracy of my gift statements and the amount of cash down payment or cash equity in the Security Property are accurate and true to the best of my knowledge. If, at any time before you grant me the Loan, I change my mind or have any reason to believe that I will not be occupying the Security Property as my primary residence within _____ days from the date of execution of the Deed of Trust/Mortgage and actually occupying the Security Property during the _____ month period immediately following initial occupancy, I will call you immediately and, understand that you will then be unable to grant me a loan.

I understand that when I move into the Security Property and make it my primary residence is required to you because, among other things, purchasers of loans (including, but not limited to, agencies, associations and corporations created by Federal and State governments for the purchase of loans) typically require that agencies securing loans occupied by such purchasers be owner-occupied, your ability to sell a loan (which you often do) in the ordinary course of business will be impaired where a Security Property is not owner-occupied, and the risks involved in the case of holding and administering a loan are often highest in the case of a loan where the Security Property is not occupied as the residence of the person or persons owning the property.

I understand that, if you approve my loan application in order for you to fund my loan, I will be required to sign a "Borrowers Declaration" which provides that, if I fail to occupy the Security Property as my primary residence within _____ days from the date of execution of the Deed of Trust/Mortgage and for the _____ month period immediately following initial occupancy, Lender will have the right to declare all sums under the Note (the entire amount I am borrowing) to be immediately due and payable, which means I will have to pay back the entire loan at once. I have understood that under my business, if it ceases to operate with me to increase the interest rate on the loan, and I increase the amount of each monthly installment to permit my paying off the same number of installments, but that Lender does not have to do this and may choose simply to declare all sums under the Note immediately due and payable. I also understand that the rights of Lender that are mentioned in this statement will be in addition to my other rights of Lender under the Deed of Trust/Mortgage or allowed by law.

I have read and understand this Statement of Applicant. I understand that the making of false certifications or declarations is a crime under section 1014 of Title 18 of the United States Code. I understand and agree that in the event that any part of this Statement of Applicant be held by any court to be unenforceable in whole or in part for any reason whatsoever, such part, to such extent as it is unenforceable and every other part shall be held to be enforceable, also continue in full force and effect as the statement of Applicant made by the undersigned to you. I have received a copy of this statement of Applicant that I have read.

Borrower's Signature Date _____
Borrower's Signature Date

Borrower's Signature Date _____
Borrower's Signature Date

- Statement saying that the Borrowers occupy the property as their primary residence.
- On Refinances, states the property is not currently listed for sale.
- Signed by the Borrower(s).

Title Affidavits



Seller/Borrower Affidavit



Investors Title Insurance Company

P.O. Drawer 2697
Chapel Hill, North Carolina 27515-2697
(919) 968-2200 (800) 328-4842 Fax: (919) 968-2235

Local Agent:

State of _____, County of _____

SELLER/BORROWER AFFIDAVIT

(Seller to execute if sale; Borrower to execute if refinance or construction)

Commitment Number: _____

To induce the above-referenced agent to issue a policy in accordance with the above commitment, the undersigned Seller/Borrower being first duly sworn, depose and say as follows:

1. The deponent(s) is/are the owner of the real estate referred to in the above-referenced commitment.
2. The deponent(s) is/are a citizen of the United States, is under no legal disability, has not been divorced since purchasing the real estate, and had never been known by any other name (except as listed below), or the Seller/Borrower is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code or Income Tax Regulations).
3. That no proceedings in bankruptcy or receivership have been instituted by or against the deponent(s), nor has deponent(s) made any assignment for the benefit of creditors, which is in effect as to said real estate.
4. That there are no actions or proceedings now pending in any State or Federal Court, nor any State or Federal tax liens, or any other State or Federal lien or civil judgment of any kind or nature, including but not limited to support obligations, which could constitute a lien or charge against the real estate.
5. That there are no delinquent real estate taxes or unpaid current real estate, special assessments or pending assessments, or unpaid utility bills.
6. That there are no unpaid bills or claims for labor, services, or material furnished for alteration, repair or construction of any improvement to said real estate, and no such alteration, repair or construction has occurred within the last six (6) months. NOTE: If alterations, repairs or construction has occurred within this time frame, an Affidavit Regarding Liens must be completed. Please contact the agent listed above for the appropriate form.
7. That unless otherwise indicated, the real estate is occupied by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.
8. That no dispute exists between deponent(s) and others concerning the title to said real estate, the boundary lines of same, nor the location of the improvements upon this real estate or the adjoining real estate.
9. The deponent(s) know(s) of no other real estate mortgages on the property other than the mortgage(s) disclosed on the title insurance commitment AND deponent(s) have not made any draws against any open equity line loans secured by the above referenced real estate that are to be paid down or closed as a condition of the loan.
10. That unless otherwise indicated, the real estate has not been used as collateral for a loan made to a person other than the deponent(s) or to a business in which the deponent(s) has (have) an interest. If so, please list below.
11. There are no purchase money obligations being created in this transfer in favor of any seller.
12. There are no mobile or manufactured houses located on the real estate that have not been previously disclosed.
13. If you have evidence of prior title insurance on this property, you may be entitled to a reduced premium. Please contact the above agent for details.

Note any exceptions to the above statements here: _____

The undersigned agree(s) to indemnify Investors Title Insurance Company for any loss or expense it may incur by reason of its reliance on the accuracy of the statements made herein.

FURTHER DEPONENT(S) SAYETH NOT.

SELLER/BORROWER:

By: _____ By: _____

Executed, subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public My Commission Expires: _____

[NOTARY SEAL]

Form No. SB-1 (Rev. 7/2009)

- States on form who is to sign Seller if purchase Borrower if refinance
- Reiterates what the search found and what the update should show
- Provides a number of statements including mechanic's and materialmen's lien affirmation, legal age of borrower, corporate and/or partnership statements, lien statements, and gap indemnity language

Affidavit Regarding Liens & Indemnity



Local Agent:

Commonwealth of Virginia, County of _____

AFFIDAVIT REGARDING LIENS & INDEMNITY
(Seller to execute if sale; Borrower to execute if construction, refinance or other;
AND General Contractor, if any, to execute)

Commitment / Policy No. _____
On this _____ day of _____, 20_____, before me personally appeared

_____,
Owner of the property, and _____,
General Contractor, to me personally known, who, being duly sworn on their oaths, did say as follows: (as indicated by
checking the applicable box) [NOTE: unless otherwise indicated, paragraph (a) will be deemed to apply.]

- (a) **No Recent Improvements:** Seller/Borrower states there has been no work, labor or materials for repairs, additions or improvements made, ordered or contracted to be made on or to the premises, within 123 days from the date hereof, nor are there any improvements or fixtures attached to the premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or liens.
- (b) **Construction or repairs completed within the last 123 days:** Seller/Borrower and General Contractor (if any) certify that all of the persons, firms and corporations, except those whose names, if any, appear in the Construction Disclosure section of this Affidavit, including the General Contractor and all subcontractors, who have furnished services, labor or materials, according to plans and specifications, or extra items, used in the construction or repair of such improvements, have been paid in full, that there are no mechanics' or materialmen's liens against said property and no claims outstanding which would entitle the holder thereof to claim a lien against the property (except those claims, if any, which are shown in the Construction Disclosure section of this Affidavit) and that such construction or repair has been fully completed and accepted by the owner, or if not fully completed and accepted by the owner, that all persons, firms and corporations, who have furnished services, labor or materials used in such construction or repair have been paid in full or have executed a Waiver of Liens. The General Contractor hereby waives and releases his right to file a mechanics' lien against the property.
- (c) **Construction contemplated but not commenced:** Seller/Borrower and General Contractor (if any) hereby certify that no services, labor or material have been performed or furnished and no construction has taken place at the time of or prior to recording of the Deed of Trust executed or to be executed as security for the loan to finance construction of improvements/repairs. Construction as used herein means to build, effect, alter, repair or demolish any improvement upon, connected with, or on or beneath the surface of the property; or to excavate, clear, grade, fill or landscape the property; site preparation (including architectural, surveying, and engineering services); offsite construction (including grading or paving of streets and installation of utilities); and delivery of building materials or construction equipment to the property. Seller/Borrower and General Contractor (if any) hereby agrees that the aforesaid Deed of Trust shall constitute a first and paramount lien for all amounts which have been or may be advanced under the relevant loan documents and Deed of Trust, and all of the claims and rights of the undersigned are hereby subordinated to the lien of said Deed of Trust.
- (d) **Construction in progress and not completed:** Seller/Borrower and General Contractor (if any) hereby certify that prior to the recording of the Deed of Trust as security for the loan to finance construction of improvements or repairs, certain materials for the property had been furnished and/or labor performed by those persons, firms or corporations whose names appear in the Construction Disclosure section of this Affidavit. Seller/Borrower and General Contractor (if any) hereby agrees that the aforesaid Deed of Trust shall constitute a first and paramount lien for all amounts which have been or may be advanced under the relevant loan documents and Deed of Trust, and all of the claims and rights of the undersigned are hereby subordinated to the lien of said Deed of Trust.

Depositor does hereby indemnify Investors Title Insurance Company against any and all matters, including but not limited to omissions, misstatements contained herein, and/or claims filed or recorded prior to and including the date of recording of the deed or mortgage to be insured by the referenced commitment, and which are the responsibility of the depositor and which may cause title to be construed to be unmarketable.

General Contractor as party hereto does for a valuable consideration (by reason of the fact that Investors Title Insurance Company has agreed to issue its title insurance policies without exception to mechanics' and materialmen's liens) hereby agree to indemnify and hold Investors Title Insurance Company harmless of and from any and all loss, cost, damage and expenses of every kind, including attorneys' fees, arising from any lien, claim or suit of or by any contractor, subcontractor, laborers, mechanics, and persons furnishing materials, in connection with the construction or repair of such building or improvements on the above described real estate. This indemnity applies only to those matters for which the General Contractor has privity of contract.

This Affidavit is given to induce Investors Title Insurance Company to issue its title insurance policy or policies, knowing it will rely on the accuracy of the statements herein made. The undersigned further agree(s) and do(es) hold harmless, and fully indemnify Investors Title Insurance Company for any losses or expenses it may incur by reason of its reliance on the accuracy of the statements made herein.

Form No. VA-614 (Rev. 4/2004)

- Signed by the Seller(s) if the transaction is a purchase. Borrower(s) if it is a refinance or construction loan. All parties on title.
- Signed by General Contractor
- Must be notarized
- Indemnifies the title company against any unfiled mechanic's and materialmen's liens
- Must mark one of the 4 boxes.

Not-Me Affidavit



P.O. Drawer 2637
Chapel Hill, North Carolina 27515-2637

AFFIDAVIT

State of _____ County of _____

The undersigned, being first duly sworn, states that:

1. I am one of the owners in fee simple title of the real property located at _____
_____ County,
and further described on attached Exhibit "A." As such, I have personal knowledge of the matters set forth herein.
2. My full legal name is: _____.
3. All other names that I have ever used, including maiden names, where applicable, are: _____.
4. My social security number is: _____.
5. I have been a resident of the above address since _____.
6. I am not the " _____ " against whom the following judgment or lien was filed:

Certificate of Judgment (or Judgment Lien), No. _____, in favor of _____
and against _____, in the amount of \$ _____. This
Certificate of Judgment (or Judgment Lien) was filed _____ and recorded at Docket
_____, Page _____ of _____ County, _____.

7. I understand that _____ (insert attorney or agency name), and Investors Title Insurance Company are relying on this Affidavit in order to issue a title insurance policy on the said property, without excepting to the above referenced judgment or lien.
8. I acknowledge and agree that I am and will continue to be liable to _____ (attorney or agency), and Investors Title Insurance Company for any loss or damage in the event that any of the statements made in this Affidavit are untrue and I know that I am bound by this Affidavit under penalties of perjury.

Further, affiant sayeth not.

_____ Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Notary Public: _____ My commission expires: _____

Notary Seal

- Must be filled out completely
- Signed and notarized
- States that the person involved in our transaction is not the same person relating to the judgment or issue that was found in the title examination

Notice of Availability of Owner's Title Insurance



NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE
 Pursuant to 6.1-2-13 AND 38.2-4616 OF THE CODE OF VIRGINIA

RE: _____
(address or brief property description)

You may wish to obtain owner's title insurance, including affirmative mechanics lien coverage, if available. If your lender is obtaining a mortgage title policy, it will not protect you. The benefit provided by owner's coverage is that it protects against defects in the title to your real property, which may or may not be discoverable from an accurate search of the public records. Examples include previous errors in the chain of title, undisclosed liens against the property, unknown claims to ownership, and invalid deeds.

The amount of coverage will automatically increase under an inflation clause by 10% of the original amount of the policy on each of the first five anniversaries of the policy date. However, the value of subsequent improvements to the real estate, if substantial, may not be fully covered. The protection provided by owner's coverage is equal to the face amount of the policy less the unpaid principal balance of your mortgage, and accordingly, the owner's coverage increases proportionally as your mortgage is paid down.

We received the above disclosure of availability of title insurance from the settlement agent on the ____ day of _____, and do desire coverage
 do not desire coverage.

Signed this _____ day of _____,

 Purchaser

 Purchaser

Form No. VA-512

- Applicable to newly constructed and previously constructed residential property and raw land if acquired for residential use.
- Must be furnished to the purchaser before disbursement
- Advises the owner that the mortgagee policy issued to the lender does not protect the owner's interest
- Further advises the owner regarding the availability of affirmative mechanics' lien coverage
- Notices must be in writing and signed by the owner at the time of closing

Who do I call when I have questions?

If you have questions about the package you are closing, call the Settlement Office as soon as possible.



How do I get paid?



Investors Title will pay you twice a month for work completed with any of the Virginia Agencies. You should submit the provided spreadsheet / invoice to the appropriate Agency by the 3rd and/or 18th of each month for payment. Funds will be direct deposited into the account you gave with your initial paperwork.