

# California **BUYERS** Transaction Guide



**EQUITY TITLE**<sup>®</sup>  
COMPANY

# Equity Title Company Transaction Guide for Buyers

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- Transaction Contact Information
- About Equity Title
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- Title Policies
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## *Welcome to the Equity Title Company Buyers Transaction Guide*

We hope you will find this guide to be a useful tool when entering into a transaction with Equity Title Company.

Throughout this process, Equity Title is here to guide you through a smooth transaction when buying or selling your home. Working mostly behind the scenes, but always in close coordination with REALTORS<sup>®</sup>, escrow, lenders, and legal counsel, we strive to carry out the sometimes complex procedure of buying or selling a home in an efficient and friendly manner.

Each section in this handbook is designed to provide you with helpful information throughout the transaction process by including bullet points on what the section will cover, followed by detailed information.

# Transaction Contact Information

**Enter your contact information below for reference throughout  
your transaction:**

NEW ADDRESS:

\_\_\_\_\_  
City/State/Zip:  
\_\_\_\_\_

Escrow #:

\_\_\_\_\_  
Title #:  
\_\_\_\_\_

## REAL ESTATE COMPANY:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

\_\_\_\_\_  
City/State/Zip:  
\_\_\_\_\_

\_\_\_\_\_  
Real Estate Agent:  
\_\_\_\_\_

\_\_\_\_\_  
Real Estate Assistant:  
\_\_\_\_\_

\_\_\_\_\_  
Phone:  
\_\_\_\_\_

\_\_\_\_\_  
Email:  
\_\_\_\_\_

## ESCROW COMPANY:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

\_\_\_\_\_  
City/State/Zip:  
\_\_\_\_\_

\_\_\_\_\_  
Escrow Officer:  
\_\_\_\_\_

\_\_\_\_\_  
Escrow Assistant:  
\_\_\_\_\_

\_\_\_\_\_  
Phone:  
\_\_\_\_\_

\_\_\_\_\_  
Email:  
\_\_\_\_\_

## TITLE COMPANY:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

\_\_\_\_\_  
City/State/Zip:  
\_\_\_\_\_

\_\_\_\_\_  
Title Rep:  
\_\_\_\_\_

\_\_\_\_\_  
Phone:  
\_\_\_\_\_

\_\_\_\_\_  
Email:  
\_\_\_\_\_

\_\_\_\_\_  
Title Assistant:  
\_\_\_\_\_

\_\_\_\_\_  
Phone:  
\_\_\_\_\_

\_\_\_\_\_  
Email:  
\_\_\_\_\_

# About Equity Title

At Equity Title, high-touch and high-tech merge to deliver an efficient service that you can consistently rely on. While technology helps us deliver efficiency, it will never replace the value of our one-on-one personal service.

**This section will provide you with the following information:**

*About Equity Title*

*Our Mission*

*Our Strength*

## *About Equity Title:*

For over 40 years, Equity Title Company has been serving the needs of real estate professionals and lenders. Since our inception, Equity Title has grown to be one of the top title companies in Southern California.

## *Our Mission:*

We are a company dedicated to creating an exceptional real estate experience for our customers and communities through the passionate delivery of truly remarkable service.

## *Our Strength:*

Equity Title Company is part of Anywhere Integrated Services, a driving force in the title and settlement services industry. Anywhere Integrated Services currently operates in 48 states, provides closing services in all 50, operates over 40 distinct brands and employs over 2,200 team players throughout its nationwide network of more than 400 locations.

**This section will provide you with a better understanding of title insurance, including:**

*What is the Importance of Title Insurance?*

*What is the Basic Function of a Title Company?*

*Who Needs Title Insurance?*

*What is the Difference between Title Insurance and Casualty Insurance?*

*What Does Title Insurance Insure?*

*What if I am Buying Property From Someone I Know?*

*20 Reasons for Title Insurance*

*What are Some Common Title Clearance Problems to be Aware of?*

*What is the Typical Life of a Title Search?*

## ***What is the Importance of Title Insurance?***

The purchase of a home is usually the most expensive and long-term financial undertaking an individual or family ever makes, therefore it is very important to fully protect the investment. You and your mortgage lender will want to make sure the property is indeed yours, and that no one else has any lien, claim or encumbrance on your property.

Safe, sound and reliable title insurance provides the basic home ownership protection you need.

## ***What is the Basic Function of a Title Company?***

The basic function of a title insurance company is to take steps to minimize the risk that a policyholder will suffer any loss, or be subject to, any adverse claim, as well as to safeguard his ownership of, or claims in, the property. If title problems do arise in spite of this preventative work, title insurance will pay for the costs of defending against an attack on the title as insured, as well as any valid claims.

# **Title Insurance**

**(cont.)**

## ***Who Needs Title Insurance?***

Buyers and lenders in real estate transactions need title insurance. Both want to know that the property they are invested in is insured against certain title defects. Title companies provide this needed insurance coverage subject to the terms of the policy. The seller, buyer and lender all benefit from the insurance provided by title companies.

## ***What is the Difference between Title Insurance and Casualty Insurance?***

Title insurers work to identify and eliminate risk before issuing a title insurance policy. Casualty insurers assume risks.

Title insurance will indemnify you against loss under the terms of your policy, but title companies work in advance of issuing your policy to identify and eliminate potential risks, preventing losses caused by title defects that may have been created in the past.

Title insurance also differs from casualty insurance in that the greatest part of the title insurance premium dollar goes towards risk elimination. Title companies maintain “*title plants*,” which contain information regarding property transfers and liens reaching back to the time of “*recordkeeping*” by the County Recorder. Maintaining these title plants, along with the searching and examining of title, is where most of your premium dollar goes.

Casualty insurance companies work in a very different manner. Casualty insurance companies realize that a certain number of losses will occur each year in a given category (auto, fire, etc.). The insurers collect premiums monthly or annually from the policy holders to establish reserve funds in order to pay for expected losses.



## *What Does Title Insurance Insure?*

Title insurance offers protection against claims resulting from various defects (as set out in the policy), which may exist in the title to a specific parcel of real property, effective on the recording date of the documents. For example, a person might claim to have a deed or lease giving them ownership or the right to possess your property. Another person could claim to hold an easement giving them a right of access across your land. Yet another person may claim that they have a lien on your property securing the repayment of a debt. That property may be an empty lot, or it may hold a 50-story office tower: Title companies work with all types of real property.

## *What If I am Buying Property From Someone I Know?*

You may not know the owner as well as you think you do. People undergo changes in their personal lives that may affect title to their property. People get divorced, change their wills, engage in transactions that limit the use of the property, and have liens and judgments placed against them personally for various reasons.

There may also be matters affecting the property that are not obvious or known, even by the existing owner, which a title search and examination seeks to uncover as part of the process leading up to the issuance of the title insurance policy.

Just as you wouldn't make an investment based on a phone call, you shouldn't buy real property without assurances as to your title. Title insurance provides these assurances.

The process of risk identification and elimination performed by the title companies, prior to the issuance of a title policy, benefits all parties in the property transaction. It minimizes the chances that adverse claims might be raised, and by doing so, reduces the number of claims that need to be defended or satisfied. This process keeps costs and expenses down for the title company and maintains the traditional low cost of title insurance.



# **Title Insurance**

**(cont.)**

## ***20 Reasons for Title Insurance:***

1. Title insurance will protect you against a loss on your home or land due to a title defect.
2. Claims have risen dramatically over the last 30 years.
3. Claims constantly arise due to marital status and validity of divorces.
4. A deed or mortgage may have been made by an incompetent or under-aged person.
5. A deed or mortgage made under an expired Power of Attorney may be void.
6. A deed or mortgage may have been procured by fraud or duress.
7. A deed or mortgage may have been made by a person with the same name as the owner.
8. A child born after the execution of a will may have interest in the property.
9. Title transferred by an heir may be subject to a federal estate tax lien.
10. An heir or other person presumed dead may appear and recover the property or an interest.
11. A judgment regarding the title may be voidable because of some defect in the proceeding.
12. By insuring the title, you can eliminate delays when passing your title on to someone else.
13. Title insurance reimburses you for the amount of your covered loss.
14. Title insurance helps speed negotiations when you're ready to sell or obtain a loan.
15. A deed or mortgage may be voidable if signed while the grantor was in bankruptcy.
16. There may be a defect in the recording of a document upon which your title is dependent.
17. Title insurance covers attorney fees and court costs.
18. Many lawyers protect their clients as well as themselves by procuring title insurance.
19. A title policy is paid in full by the first premium for as long as you own the property.
20. Conveyances and proceedings affecting rights of military personnel protected by the Soldiers' and Sailors' Civil Relief Act.



## *What are Some Common Title Clearance Problems?*

The following items may require added clearance and processing time for title and escrow.

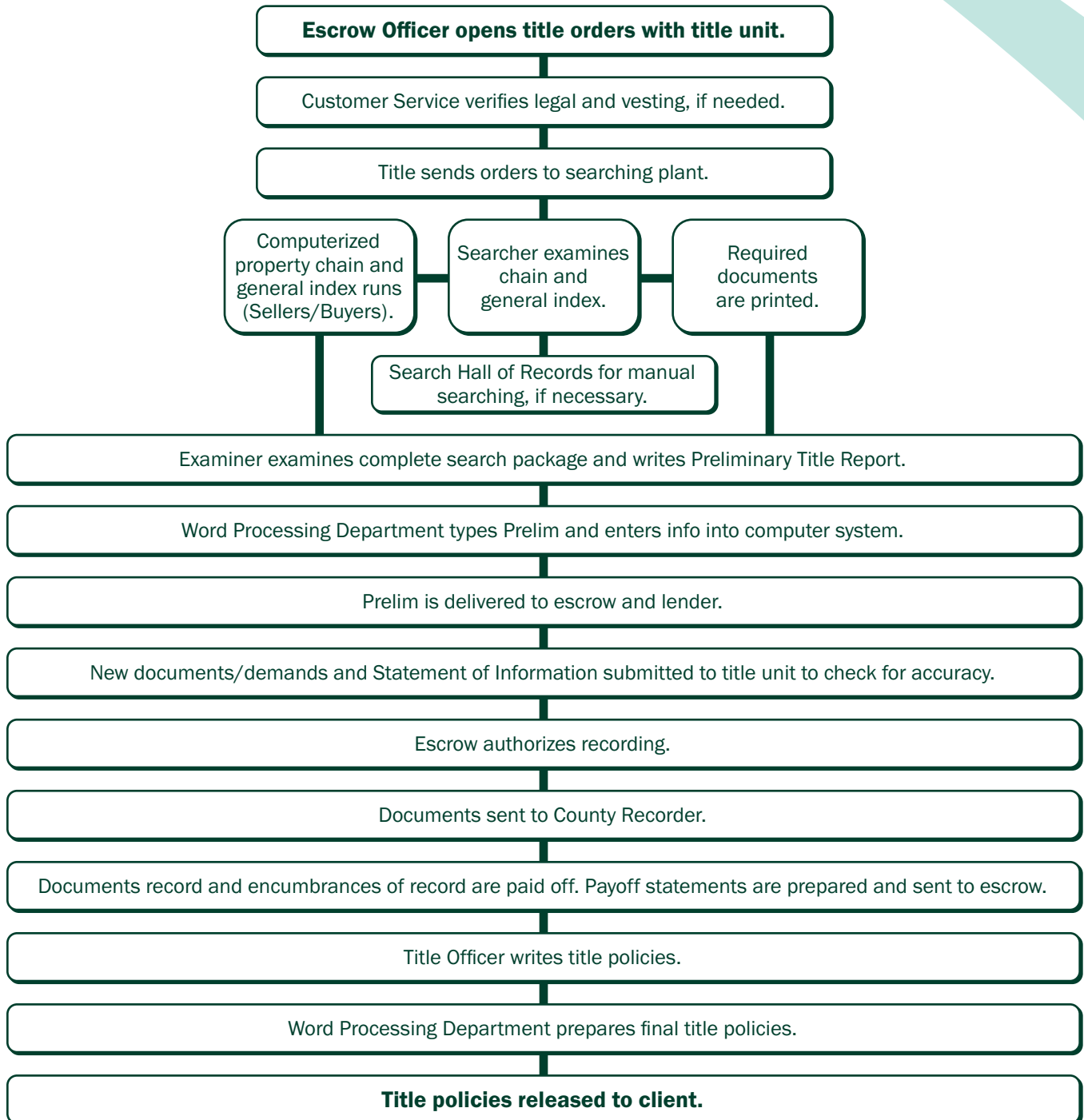
Avoid delays by providing information on your current transaction to title and escrow regarding any of the items listed below:



- Establishing fact of death - i.e., Joint Tenancy
- Power of Attorney
- Physical inspection results, encroachments, or off-record easements known to you
- Liens and judgments known to you
- Child/spousal support liens known to you
- Probates affecting your property
- Bankruptcies affecting your property
- Transfer/loans involving corporations/partnerships on your property
- Last minute changes in buyers
- Last minute changes in type of coverage
- Recent construction
- Family trusts affecting your property
- Business trusts affecting your property
- Property recently foreclosed

# Title Insurance (cont.)

## *What is the Typical Life of a Title Search?*



This section will help you to better understand:

*What Types of Policies are Available?*

*How Do the CLTA and ALTA/CLTA Homeowner Policies Compare?*

*How Does the Interim Binder Work?*

*What are Common Ways to Hold Title?*

*What Protection am I Obtaining with my Title Policy?*

*When is the Premium Due?*

*What are my Chances of Ever Using my Title Policy?*

*What are the Types of Ownerships and Properties That are Insured?*

## *What Types of Policies are Available?*

Title companies routinely issue two types of policies: an “*Owner’s*” Policy, which insures you, the homebuyer for as long as you or your heirs own the home, and a “*Lender’s*” Policy, which insures the priority of the lender’s security interest over claims that others may have in the property. There are various types of policies issued to an “*owner*” by title insurers in California.

The most common Owner’s Policies are:

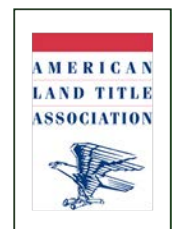
### **California Land Title Association Standard Coverage-CLTA or “*Standard Policy*”**

- Provides title insurance coverage to owners and/or lenders with insurable interests in real property.
- Basically, insures against loss or damage by reason of matters appearing in the public records, as defined therein.



### **American Land Title Association/California Land Title Association Homeowner’s Policy (ALTA/CLTA Homeowner’s Policy), sometimes called the “*HOP Policy*”**

- Provides title insurance coverage to owners of an improved one-to-four family residential property.



# Title Policies

(cont.)

- Expands the number of covered title risks greatly, including certain specified risks that may arise in the future.
- Provides for payment of a “*deductible*” in some instances. Our most comprehensive policy, the “*HOP*” is automatically issued by Equity Title and is our default policy on one-to-four residential properties.
- The “*insured owner*,” however, must be a “*natural person(s)*.” A “*natural person*” is a real human being, i.e. individual or family trust, etc., as distinguished from a corporation, which is often treated at law as a fictitious person.

## ALTA Owner’s Policy

- Provides title insurance coverage to owners with insurable interests in real property.
- Usually requested as an “*extended coverage*” policy.

## Lender’s Policy

- Provides title insurance coverage to lenders who finance real estate transactions.
- Responds to lender’s concern for protection of investment.
- Assures lender of the priority of their lien, and that the lien is valid and enforceable.



## Joint Protection Policy

Joint Protection Policies are generally issued when a seller takes back a second deed of trust as part of the purchase price.

- Protects the buyer’s and lender’s interests under one policy, avoiding paying two premiums.

## *How Do the CLTA and ALTA/CLTA Homeowner Policies Compare?*

- |   |                                  |
|---|----------------------------------|
| 1. Someone else owns an interest in Your Title.   | CLTA Standard                    |
| 2. Someone else has rights affecting Your Title because of recorded leases, contracts, or options not shown as an exception in the policy.  |                                  |
| 3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.   |                                  |
| 4. Someone else has a recorded Easement on the Land not shown as an exception in the policy.  |                                  |
| 5. Someone else has a right to limit Your use of the Land.  |                                  |
| 6. Your Title is defective as defined in the policy.  |                                  |
| 7. Someone else has a lien on Your Title (such as a Deed of Trust, judgment lien, federal or state tax lien, or homeowner's association lien).  | ALTA Extended Homeowner's Policy |
| 8. Your title documents improperly executed.  |                                  |
| 9. Your title documents improperly recorded.  |                                  |
| 10. No legal access to and from the Land.   |                                  |
| 11. Coverage for as long as you own the property.   |                                  |
| 12. Policy insures anyone who inherits the property from you.   |                                  |
| 13. Someone else has an encumbrance on Your Title.  |                                  |
| 14. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.   |                                  |
| 15. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.  |                                  |
| 16. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land as defined in the policy.  |                                  |
| 17. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, as defined in the policy.  |                                  |
| 18. The violation or enforcement of those portions of any law or government regulation concerning: building, zoning, land use, improvements on the Land, land division or environmental protection as defined in the policy.  |                                  |
| 19. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, as defined in the policy. |                                  |
| 20. An existing violation of a subdivision law or regulation affecting the Land, as defined in the policy.  |                                  |
| 21. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, as defined in the policy.   |                                  |

Continued...

# Title Policies

(cont.)

## *How Do the CLTA and ALTA/CLTA Homeowner Policies Compare?*

22. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office, as defined in the policy.
23. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation, as defined in the policy.
24. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
25. You are forced to remove Your existing structures because they encroach onto Your neighbor's land, as defined in the policy.
26. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
27. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
28. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
29. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
30. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
31. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
32. Your neighbor builds any structures after the Policy Date – other than boundary walls or fences – which encroach onto the Land.
33. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
34. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
35. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
36. The map, if any, attached to the policy does not show the correct location of the Land according to the Public Records.

**NOTE:** The ALTA/CLTA Homeowner's Policy is intended for one-to-four family residences. The forgoing table is only intended to highlight some of the important aspects of coverage under the ALTA/CLTA Homeowner's Policy and shall not be construed as a complete list of coverage or an expansion of coverage otherwise afforded by the policy. All coverage is subject to any applicable exclusions, requirements, conditions or exceptions set forth in the policy and/or preliminary title report. Copies of these policies are available upon request. Some of the covered risks are subject to a deductible and a maximum limit of liability that is less than the full extent of liability under the policy. Intended for distribution to only one per individual for marketing purposes only on behalf of our company. Not for reproduction.

*How Does the Interim Binder Work?*

In today’s fast-paced business world, many investors buy properties with the thought of improving them and then quickly reselling them. A product developed by the title industry with this fact in mind is the “interim binder.” This product can save an investor hundreds, if not thousands of dollars.

**HERE’S HOW IT WORKS**

COST	=	110% of Standard Owner’s Policy
TIME PARAMETERS	=	Must resell within a two-year period or binder may be extended for two additional consecutive terms of 12 months each. The charge for each 12-month extension is 5% of the Standard Owner’s Policy
SELLERS PAY	=	Normal fee
BUYERS/INVESTORS PAY	=	10% of Standard Owner’s Policy

**EXAMPLE**

Original price or liability \$1,000,000 - <b>Standard Owner’s Policy</b> (paid by Seller)	<b>\$2,201</b>
Buyer/Investor pays an additional 10%	<u>+ 221</u>
Total fees for Interim Binder	<b>\$2,422</b>
Resale price within two years \$1,200,000 - <b>Standard Owner’s Policy</b>	<b>\$2,426</b>
Less the original rate on \$1,000,000	<u>- 2,201</u>
Amount paid for Standard Owner’s Policy minus Binder credit	<b>\$225</b>

If a Homeowner’s Policy (HOP) is requested, add an additional 10%, \$243, for a total of \$468. The total cost to the buyer/investor is \$686. By contrast, the rate the buyer/investor would normally pay for the HOP without utilizing the Interim Binder is \$2,669.

The example above is provided for information purposes only. Due to variables in liabilities, underwriters, and types of policies that may be issued, the pricing for your transaction may differ.

**TOTAL SAVINGS: \$1,983 (\$2,669 less \$686)**  
(based on a two-year binder)

**3 and 4-Year Interim Binder pricing available. Contact your Equity Title Representative for more information.**  
**Note:** Equity Title Company automatically issues the HOP for single family one-to-four unit properties. The HOP is the most current and comprehensive policy available by CLTA/ALTA for residential properties.

# Title Policies

(cont.)

## What are Common Ways to Hold Title?

	COMMUNITY PROPERTY	COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP	JOINT TENANCY	TENANCY IN COMMON	PARTNERSHIP	TRUST
PARTIES	Spouses OR domestic partners	Spouses OR domestic partners	Any number of persons (can be spouses or domestic partners)	Any number of persons	Any number of persons	Any number of beneficiaries of the trust
DIVISION OF INTERESTS	Equal	Equal	Equal	Any number of interests equal or unequal	Partnership interests may be equal or unequal	Beneficial interests under trust may be equal or unequal
TITLE	In the names of the individual owners	In the names of the individual owners	In the names of the individual owners	In the names of the individual owners	In the names of the partnership	In the names of the trustee, "as trustee"
POSSESSION	Equal right of possession	Equal right of possession	Equal right of possession	Equal right of possession	According to partnership agreement	According to trust agreement
CONVEYANCE	Both parties must join in a conveyance	Both parties must join in a conveyance	Conveyance by one co-owner breaks the joint tenancy	Each co-owner's interest may be conveyed separately	Any general partner authorized by the partnership agreement may convey	Trustee may convey in accordance with the trust agreement
DEATH	Decedent's 1/2 interest passes to survivor unless devised by will	Decedent's 1/2 interest passes to survivor	Decedent's interest passes to the survivor(s)	Decedent's interest passes to decedent's estate	Partnership agreement provides for either termination or continuance of the partnership	Trust agreement usually provides for distribution upon death of the settlor
SUCCESSOR'S STATUS	Tenancy in common between devisee and survivor results	Survivor owns entire interest	Last survivor owns entire interest	Devisees or heirs become tenants in common	Heirs or devisees have rights in partnership interest but not in specific property	Trust agreement usually provides for distribution upon death of the settlor



## *What Protection am I Obtaining with my Title Policy?*

A title insurance policy contains provisions for the payment of legal fees in defense of a claim against your property, which is covered under your policy. It also contains provisions for indemnification against losses that result from a covered claim.

## *When is the Premium Due?*

A premium is paid at the close of the real estate purchase transaction. There are no continuing premiums due as there are with other types of insurance policies.

## *What are my Chances of Ever Using my Title Policy?*

In essence, by acquiring your policy, you derive the important knowledge that recorded matters have been searched and examined so that title insurance covering your property can be issued. Because we are risk eliminators, the probability of exercising your right to make a claim is very low. However, claims against your property may not be valid, making the continuous protection of the policy all the more important. When a title company provides a legal defense against claims covered by your title insurance policy, the savings to you for that legal defense alone will greatly exceed the one-time premium.

## *What Types of Ownerships and Properties Does Equity Title Insure?*

### **Fee Estate**

An estate under which the owner owns a complete interest in the property and is entitled to the unrestricted use and enjoyment of the property, including the right to dispose of the property.

- CLTA Standard Coverage Policy, ALTA Owner's Policy and ALTA/CLTA Homeowner's Policy are available for this type of ownership.

# **Title Policies**

**(cont.)**

## **Condominium**

A type of ownership in real property where all of the owners own their individual unit, together with an undivided interest in common areas, with the exception of the interior of the unit to which they have title.

- CLTA Standard Coverage Policy, ALTA Owner's Policy and ALTA/CLTA Homeowner's Policy are available for this type of ownership.

## **Planned Unit Development (PUD)**

A type of ownership where individuals actually own the building or unit they live in, but common areas are owned jointly with the other members of the development. In contrast to a condominium, where an individual actually owns the airspace of his unit, common areas are owned jointly with the others in the development.

- CLTA Standard Coverage Policy, ALTA Owner's Policy and ALTA/CLTA Homeowner's Policy are available for this type of ownership.

## **Stock Cooperative (Co-Op)**

A type of multiple ownership in which the residents of a multi-unit housing complex own shares in the stock cooperative corporation that owns the property, giving each resident the right to occupy a specific apartment or unit.

- CLTA Standard Coverage Policy and ALTA Owner's Policy are available for this type of ownership.

## **Leasehold Estate**

A way of holding title to a property wherein the lessee does not actually own the property, but rather has a lease on it for a specific amount of time.

- CLTA Standard Coverage Policy and ALTA Owner's Policy are available for this type of ownership.

## **Types of Properties**

Examples of types of properties we insure are Residential one-to-four Family, Residential Multiple Dwelling, Commercial, Agricultural, and Industrial.

# Preliminary Title Report

In this section you find out more detailed information about the following:

*What is a Preliminary Title Report?*

*What Role Does a Preliminary Title Report Play in the Real Estate Process?*

*When and how is the Preliminary Title Report Produced?*

*What Should I Look for When Reading my Preliminary Title Report?*

## *What is a Preliminary Title Report?*

A Preliminary Title Report (also referred to as a Prelim or PR) is prepared prior to issuing a policy of title insurance. It shows the ownership of a specific parcel of land, together with the liens and encumbrances thereon which will not be covered under a subsequent title insurance policy.

You will receive a copy of the preliminary report upon completion of the title search.

## *What Role Does a Preliminary Title Report Play in the Real Estate Process?*

A Preliminary Title Report contains the conditions under which the title company will issue a particular type of title insurance policy. The Preliminary Title Report lists, in advance of purchase, title defects, liens and encumbrances, which would be excluded from coverage if the requested title insurance policy were to be issued as of the date of the preliminary report. The report may then be reviewed and discussed by the parties to a real estate transaction and their agents.

Thus, a Preliminary Title Report provides the opportunity to seek the removal of items referenced in the report that are objectionable to the buyer prior to purchase.

# Preliminary Title Report (cont.)

## *When and how is the Preliminary Title Report Produced?*

Shortly after escrow is opened, an order will be placed and the title company will begin the process involved in producing the report. This process calls for the assembly and review of certain recorded matters relative to both the property and the parties to the transaction. Examples of recorded matters include a deed of trust recorded against the property or a lien recorded against the buyer or seller for an unpaid court award or unpaid taxes.

## *What Should I Look for When Reading my Preliminary Title Report?*

You will be interested, primarily, in the extent of your ownership rights. This means that you will want to review the ownership interest in the property you will be buying, as well as any claims, CC&Rs (Covenants, Conditions & Restrictions), or interests of other people involving the property. The report will note, in a statement of vesting, the degree, quantity, nature, and extent of the owner's interest in the real property. The most common form of interest is "*fee simple*" or "*fee*," which is the highest type of interest an owner can have in land.

Liens, restrictions and interests of others, which are being excluded from coverage, will be listed numerically as "*exceptions*" in the Preliminary Title Report. Among other things, these may be claims by creditors who have liens or liens for payment of taxes or assessments. There may also be recorded restrictions that have been placed in a prior deed or contained in what are termed the CC&Rs.

In addition to the limitations noted above, a printed list of standard exceptions and exclusions, listing items not covered by your title insurance policy may be attached as an exhibit item to your Preliminary Title Report. Unlike the numbered exclusions, which are specific to the property you are buying, these are standard exceptions and exclusions appearing in all title insurance policies of the type anticipated by the Preliminary Title Report. The review of this section is important, as it sets forth matters which will not be covered under your title insurance policy, but which you may wish to investigate, such as governmental laws or regulations regarding building and zoning.



This section will provide you with a better understanding of the escrow process, including the following information:

*What is Escrow?*

*What Does Escrow do?*

*What Does the Escrow Holder do?*

*What Does the Escrow Holder not do?*

*What is the Life of an Escrow?*



## *What is Escrow?*

Escrow is a process that provides for a fair and equitable transfer of property between a buyer and a seller whereas both parties to the real estate transaction entrust legal documents and various funds to the escrow holder. The escrow holder in turn has the responsibility of seeing that all the terms and conditions of escrow are carried out before the transfer of any funds or property are exchanged.

Using escrow as a neutral third party, both buyer and seller are assured that all mutually agreed to terms are met before the transaction is completed, therefore minimizing risk.

## *What Does Escrow Do?*

Escrow is a neutral third party that carries out written instructions given by the principals.

This includes:

- Receiving funds and documents necessary to comply with the instructions.
- Completing or obtaining required forms.
- Handling final delivery of all items to the proper parties upon the successful completion of escrow.

# **The Escrow Process**

**(cont.)**

The escrow holder must be provided with all the necessary information to close the transaction.

This information may include, but is not limited to, the following:

- Loan documents
- Tax statements
- Fire and other insurance policies
- Title insurance policies
- Terms of sale and any seller-assisted financing
- Requests for payment for various services to be paid out of escrow funds

## ***What Does the Escrow Holder do?***

The following items represent a typical list of what an escrow holder does:

- Serves as a neutral third party and the vehicle by which the mutual instructions of all parties are carried out
- Prepares escrow instructions
- Requests a preliminary title search to determine the present condition of title to the property
- Requests a beneficiary's statement if debt or obligation is to be taken over by the buyer
- Complies with lender's requirements specified in the escrow agreement
- Receives purchase funds from the buyer
- Prepares or secures the deed or other documents related to escrow
- Prorates taxes, interest, insurance, and rents according to instructions
- Secures releases of all contingencies or other conditions as imposed on any particular escrow
- Instructs title to record documents at the County Recorder's Office
- Closes escrow when all the instructions of buyer and seller have been carried out
- Requests issuance of the title insurance policy
- Disburses funds as authorized by instructions, including charges for title insurance, recording fees, real estate commissions and loan payoffs
- Prepares final statements for the parties accounting for the disposition of all funds deposited in escrow (these are useful in the preparation of tax returns)

## *What Does the Escrow Holder not do?*

- Offer legal advice
- Negotiate the transaction
- Offer investment advice

When all instructions in the escrow have been carried out, the closing can take place. At this time all outstanding funds are collected and fees, such as title insurance premiums, real estate commissions and termite inspection charges, are paid. Title to the property is then transferred under the terms of the escrow instructions and appropriate title insurance is issued.

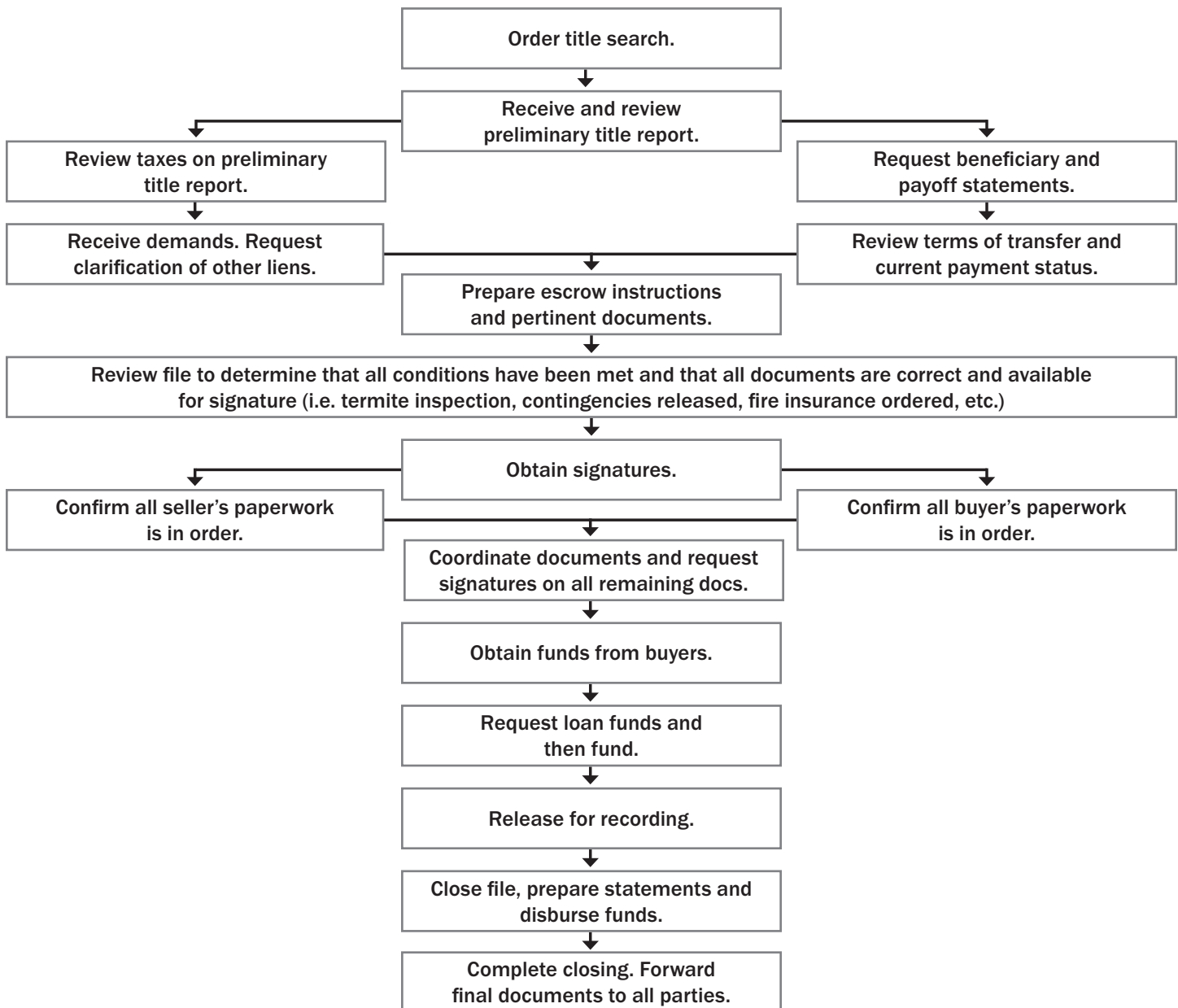


# The Escrow Process

(cont.)

## What is the Life of an Escrow?

Below is a rough outline of an escrow officer's responsibilities to complete each escrow. Once the transaction is in contract, the contract serves as instructions for the escrow officer. Escrow insures that all title and lender requirements have been met in order to complete the transaction.





# The Closing Process

This section will help you to understand the closing process and what to expect at the closing appointment, including:

*What Will you Need at the Closing/Signing Appointment?*

*What Happens at the Closing/Signing Appointment?*

*Who Pays What?*

*What are Good Funds Policies?*

*What are Supplemental Property Taxes?*

## *What Will you Need at the Closing/Signing Appointment?*

When you sign the documents that need to be notarized, you will need a valid photo identification. Your driver's license is preferred, but passports and military ID should also suffice. You will also be asked to provide your Social Security number for tax reporting purposes.

## *What Happens at the Closing/Signing Appointment?*

The escrow holder will contact you or your agent to schedule a closing or signing appointment, which constitutes nearing "*the close of escrow.*"

At the closing/signing appointment, you will be able to review the estimated closing statement and supporting documentation. This is your opportunity to ask questions and clarify terms. You should review the estimated closing statement carefully and report any discrepancies to the escrow officer.

The escrow company is obligated by law to have in receipt the designated funds before releasing any funds.

If you have any questions or foresee a problem, contact your escrow officer immediately.

# The Closing Process

(cont.)

## Who Pays What?

The **SELLER** Closing Costs may include:

- “Owner’s” Title Insurance Policy premium
- Escrow fee
- Document preparation fee for deed
- Documentary transfer tax (typically \$1.10 per \$1,000.00 of sales price)
- City transfer or conveyance tax (defined by contract)
- Any loan fees required by buyer’s lender (FHV, VA)
- All loans in seller’s name (or existing loan balance if being assumed by buyer)
- Interest accrued to lender, statement fees, reconveyance fees and prepayment penalties
- Termite work (negotiable)
- Home warranty (defined by contract)
- Any judgments, tax liens, etc., against the seller
- Tax proration (for any taxes unpaid at time of transfer of title)
- Any unpaid homeowner’s dues
- Recording charges to clear all documents of record against seller
- Any bonds or assessments (defined by contract)
- Any and all delinquent taxes
- Notary fees
- Homeowner’s transfer fee
- Messenger fees (if applicable)

The **BUYER** Closing Costs may include:

- “Lender’s” Title Insurance Policy premium
- Escrow fee
- Document preparation fee (if applicable)
- Notary fees
- Recording charges for all documents in buyer’s name
- Termite inspection (defined by contract)
- Tax proration (from date of acquisition)
- All new loan charges (except those required by lender for seller to pay)
- Interest on new loan from date of funding to thirty days prior to first payment date
- Assumption or change of records fee for takeover of existing loan
- Beneficiary statement fee for assumption of existing loan
- Inspection fees (roofing, property inspection, geological, etc.)
- Home warranty (defined by contract)
- City transfer or conveyance tax (defined by contract)
- Fire insurance premium for the first year
- Messenger fees (if applicable)

**Please Note:** All of the sellers and buyers closing costs listed are negotiable and are defined by the contract between the two parties.

## *What are Good Funds Policies?\**

California State Law requires that checks be deposited prior to disbursement. In addition, the actual day that funds are disbursed is governed by the type of funds deposited into the escrow account.

We intend to follow the disbursement schedule of the “*Good Funds Law*” and the guidelines set forth by our underwriters. We will be able to do the following:

1. Disburse funds the same day they are deposited, if we have received:
  - Wired funds from an FDIC insured bank (we must verify receipt by our bank)
2. Disburse funds received by any form of check upon receipt of proof the check has been paid and funds are in our trust account. This can take anywhere from two to ten days or more to clear.

### *Recording at 8:00 AM:*

Our 8:00 AM recordings will continue to require the funds be deposited the evening before recording. In most instances, we will be able to disburse our funds the day of recording.

### *Special Recording:*

#### **In counties that allow special recordings**

When closing funds are received by wire transfer prior to the title company’s cut off time, they may be used to effect a special (same day) recording. Funds received by check are subject to the clearance requirements above and may not be used to effect recording on the same day they are received.

# The Closing Process

(cont.)

## ***What are Supplemental Property Taxes?***

As a new homeowner, you may receive a supplemental tax bill from your County Tax Assessor. The reason being, at the time of closing, tax prorations are assessed at the sellers current tax rate. The new owner's assessed tax value may be higher, therefore, you would receive a supplemental tax bill to compensate between the two assessed values.

### **Q. When did this tax come into effect?**

The Supplemental Real Property Tax Law was signed by the Governor in July of 1983, as part of a drive to aid California's schools.

### **Q. How will Supplemental Property Tax affect me?**

If you don't plan on buying new property or undertaking new construction, this tax will not affect you at all. But if you do wish to do either of the two, you will be required to pay a supplemental property tax, which will become a lien against your property as of the date of ownership change or the date of completion of new construction.

### **Q. When and how will I be billed?**

"When" is not easy to predict. You could be billed in as few as three weeks after closing, or it could take over six months. "When" will depend on the individual county and the workload of the County Assessor, the County Controller/Auditor and the County Tax Collector. The Assessor will appraise your property and advise you of the new supplemental assessment amount. If you disagree with the appraisal, you will have the opportunity to discuss your valuation, apply for a Homeowner's Exemption and be informed of your right to file an Assessment Appeal. The County will calculate the amount of the supplemental tax bill. The supplemental tax bill will identify, among other things, the following information: the amount of the supplemental tax and the date on which the taxes will become delinquent.

### **Q. How will the amount of my bill be determined?**

There is a formula used to determine your tax bill. The total supplemental assessment will be prorated based on the number of months remaining until the end of the tax year, which is on June 30<sup>th</sup> of each year.

## Q. Can I pay my Supplemental Tax Bill in installments?

Supplemental taxes are payable in two equal installments. The taxes are due on the date the bill is mailed and are delinquent on specified dates depending on the month the bill is mailed, as explained below:

- If the bill is mailed within the months of July-October, the first installment shall become delinquent on December 10<sup>th</sup> of the same year. The second installment shall become delinquent on April 10<sup>th</sup> of the next year.
- If the bill is mailed within the months of November-June, the first installment shall become delinquent on the last day of the month following the month in which the bill is mailed. The second installment shall become delinquent on the last day of the fourth calendar month following the date the first installment is delinquent.

## Q. Can you give me an idea of how the proration factor works?

The supplemental tax becomes effective on the first day of the month following the month in which the change of ownership or completion of new construction actually occurred. If the effective date is July 1<sup>st</sup>, then there will be no supplemental assessment on the current tax roll and the entire supplemental assessment will be made to the tax roll being prepared, which will then reflect the full cash value. In the event the effective date is not on July 1<sup>st</sup>, then the table of factors represented on the following panel is used to compute the supplemental assessment on the current tax roll.

Example:

The County Auditor finds that the supplemental property taxes on your new home would be \$1,000 for a full year. The change of ownership took place on September 15<sup>th</sup> with the effective date being October 1<sup>st</sup>: the supplemental property taxes would, therefore, be subject to a proration factor of .75 and your supplemental tax would be \$750.

<u>If the effective date is:</u>	<u>The proration factor is:</u>
August 1	.92
September 1	.83
October 1	.75
November 1	.67
December 1	.58
January 1	.50
February 1	.42
March 1	.33
April 1	.25
May 1	.17
June 1	.08

## Q. Will my supplemental taxes be prorated in escrow?

No, unlike your ordinary annual taxes, the supplemental tax, is a one-time tax which dates from the date you take ownership of your property or complete the construction until the end of the tax year on June 30<sup>th</sup>. The obligation for this tax is entirely that of the property owner.

***Congratulations!***

We hope this handbook has provided you with the information needed to guide you through the title and escrow process of buying a property.











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