CHAPTER 4
COMMITMENT PREPARATION

I. INTRODUCTION

Once you have ordered your search and received the results back, you are ready to prepare a commitment. Take great care when preparing a commitment because it communicates to the parties all ATG’s requirements to insure title on a particular transaction. Be sure that all requirements and all possible exceptions to title are shown on the commitment. This will allow the parties to take the steps necessary to fulfill ATG’s requirements before closing and prepare the way for a smooth closing.

Once the parties complete a closing, relying on an ATG commitment’s description of the requirements for insurable title, you cannot add any new requirements or exceptions without the consent of the parties. Therefore, be sure that if you need to revise a commitment, you do so before or at the closing.

II. REVIEWING THE SEARCH RESULTS

The first step in preparing a commitment is to thoroughly review the search results. For all transactions, be sure that the search is complete, accurate, and meets ATG’s requirements before the commitment is drafted. ATG search guidelines can be found in Chapter 2 of this handbook. ATG search guidelines ensure that you will find almost all possible defects that need to be resolved at or before closing. Furthermore, be sure that you have copies of all search documents, and review them.

A. Reviewing a Chain of Title Report

The following guidelines will help you in reviewing chain of title reports and conveyance documents:

1. Chain of Title Report

Review the search report to see that the search was conducted on the right parties’ names, the right legal description, and the right permanent index number (PIN).

Make sure that the search goes back far enough. If there is prior title evidence, then the search must go back to the date of the prior title evidence. If there is no prior title evidence, then you must obtain a full search. For guidelines on proper time periods for full searches on types and locations of property for a particular transaction, please refer to Chapter 2 of this handbook.

When you have a chain of title report to review, you may find that some of the documents in it refer to property with a different permanent index number (PIN) than the property you are insuring. When this happens, you must review the document to determine whether the document contained the same legal description as the property you are insuring. This is necessary because the legal description controls what property is conveyed by the document, not the PIN, and relying upon the PIN may lead you to ignore documents that affect title. In fact, ATG has experienced claims arising out of this very problem.

2. Copies of All Documents in the Chain of Title Report

Obtain copies of all documents in the chain of title, except for released mortgages. You cannot rely upon the chain of title report to determine the status of title. Rather, you must review each conveyance to determine its effect.

When conducting a review of a conveyance document, examine the following matters:

a. Check to see that the document is a valid conveyance. It should contain a grantor, grantee, description of the property, and signatures of all of the grantors;
b. Determine what interest was being conveyed;
c. Determine what property was being conveyed, whether all or part of the grantor’s parcel;
d. Determine what type of transaction was taking place;
e. Determine who the parties were and their relationship to each other, if any; and
f. Determine whether the grantor reserved any interests or made any new conditions, covenants, restrictions, or easements on title to the land.

Once you complete a thorough review of the chain of title and all documents in the chain of title, you will have a clear picture of the current status of title and will be ready to prepare a commitment that accurately reflects it. If you do not receive all the documents listed in your chain or need further documents, you should contact your search provider.

B. Judgment and Lien Report

Once you obtain a complete judgment and lien search, it is your responsibility to determine whether the information contained in the search applies to the parties in the particular transaction. Take the following steps to properly make this determination:

1. Thoroughly Review the Judgment and Lien Report

   Eliminate judgments and liens where the names do not match the names you are searching, or where the statute of limitations has run. When deciding whether a name matches, please observe the guidelines described below.

2. Raise an Exception when the Search Reveals Possible Judgments or Liens

   If the name search of a party presently or previously in title, or the proposed insured, discloses judgments, liens, court proceedings or other matters potentially affecting title to the real estate, but, due to lack of identifying information, you cannot determine whether the matters involve a party in title, raise the following exception on Schedule B of the commitment:

   "We find judgments, liens, and other matters of record involving a person or persons whose names are similar to *. Relative thereto, a Personal Information Affidavit establishing the identity of the above described person must be supplied in order to facilitate the exclusion, if possible, of those items."

3. Collect a Personal Information Affidavit

   Collect a Personal Information Affidavit (ATG Form 3008) from the person whose name is in question by the time of closing. Confirm that the affidavit is fully completed with all requested information. Examine the Personal Information Affidavit to determine if the judgment or lien actually applies. It may be necessary for you to make further inquiry into the name, address, and place of business, etc., of the judgment debtor to determine whether he or she is the party to the transaction. If you are satisfied that the judgment or lien does not apply to the person in or to be in title, then you may waive the exception for possible judgments and liens. Do not use the Personal Information Affidavit in lieu of a judgment and lien search against a party in title or interest.

   The search should reveal names with even major differences from those you are searching. So long as the names are pronounced the same way, you must treat the judgment or lien as a match for the name of the party in title. Thus, for example, a memorandum of judgment against John Smith would be constructive notice as to John Smythe because the spellings are similar. Also, a memo of judgment against Kristina Smith is constructive notice as to Christina Smith, because, although spelled differently,
they are pronounced the same. In each case, you would treat the judgment as applying to the party in title.

4. **Order Copies of Recorded Judgment or Lien Documents**

   For all items in the judgment and lien report containing a matching a name, obtain a copy of the recorded document. Do not assume that the judgment has been satisfied or is otherwise not a lien if the amount of the judgment is “0,” because usually that amount is not accurate and the amount of the judgment is simply not indexed. Only an examination of the document will reveal the amount of the judgment. Examine the recorded document to determine if it affects the person whose name you are searching. If the document does not allow you to draw an adequate conclusion, you may need to review the court file for the proceeding that produced the judgment, or contact the Underwriting Department to discuss it. Review the statute of limitations for the type of judgment or lien that affects the party in title to determine whether it is still valid. If not, there is no need to raise an exception for it.

5. **Raise Exceptions for Specific Judgments and Liens that Apply to the Property**

   For judgments or liens that you determine do affect title, raise a specific exception for it on the commitment. See the *ATG Basic Underwriting Handbook* for information on how to clear judgments and liens. In general, be aware that the judgment or lien must be either paid from closing proceeds or a release must be produced at closing to waive any exception for a valid judgment or lien. Do not accept a party’s word that a judgment or lien has been paid. Always require written proof of payment. Review whether proof of payment is acceptable to rely on with the Underwriting Department if presented with anything other than a release.

   Be aware that once a judgment or lien attaches to title to the property, it remains on title, regardless of how many times the property is conveyed, until the statute of limitations period runs. That means that if Jane owns property and Jane gets a recorded judgment against her, Jane cannot convey her interest to John to get rid of the judgment. This is true no matter what deed form Jane uses. This principle is why ATG requires open judgments and liens to be paid or released at closing.

**C. Real Estate Taxes**

ATG’s largest area of claims arises out of real estate taxes. To help avoid a claim, your commitment must contain accurate real estate tax information. Take the following steps to be sure that your commitment contains accurate real estate tax information:

1. Check the Sidwell or tax maps to confirm that the PIN or PINs listed on the commitment apply(ies) to the legal description on the commitment. Look at the map for discrepancies in the size of lots on the map versus the size of the legal description to see that all parts of the legal description are assigned PINs and assessed. If the property is a condominium unit that also has a separate garage, parking, or storage unit, be sure to find out if the PIN for the unit also covers those other units, or if each type of unit has its own separate PIN.

2. Make sure that the real estate tax search of the PIN that the Sidwell or tax map shows applies to the subject property. If the PIN searched doesn’t match the Sidwell or tax map PIN, have your search provider search the correct PIN. Make sure that the real estate tax search provides information on the last five years of real estate tax payments, regardless of the date of any prior title evidence that you have. Also, if the search shows the real estate taxes were sold in a particular year, but paid the following year, ask your search provider for information about whether the owner of the property or the prior year’s tax buyer paid the following year’s taxes.

3. Never rely on information you have received from the county over the phone. Only rely on search results.
4. If your county provides real estate tax information via a website, confirm with the county exactly what information it displays and how it is displayed. In Cook County, the website will only show current year tax information, so you will not be aware of whether prior years’ taxes have been sold. In Peoria County, the website will show the taxes as paid if a prior year’s tax buyer paid them, even though they must be redeemed. Other counties may have similarly misleading practices that you should investigate before relying upon website information.

5. Never rely on information you receive from any party to the transaction about the status of real estate taxes. Only rely on county information about the status of taxes. If a party claims to have paid the real estate taxes, but the county records do not reflect that fact, then the party must provide you with a certificate of payment from the county before you can change the status of taxes on the commitment.

6. Make sure that all information you obtain about the status of real estate taxes appears on the commitment’s Schedule B. For more information on how to show real estate tax exceptions, please see the Special Exceptions chapter of the ATG Basic Underwriting Handbook. If the real estate taxes are sold, the Schedule B exception language is as follows:

   * [1st, 2nd, etc.] installment of * [year] taxes in the amount of $* are not paid and sold on * [date of tax sale] to * [name of tax purchaser] at *% [interest rate].

7. If the tax records indicate payment was made by or billed to someone other than the seller of the property, this fact may indicate the existence of a contract sale or lease of the property that does not appear of record, and requires inclusion of the following exception on Schedule B of the title commitment:

   The tax records indicate *, a stranger to title, made payments of general real estate taxes. The original receipt showing such payment should be produced at this office and this commitment is subject to: (1) rights or claims of said party and all parties claiming thereunder, including judgment and lien creditors, if any; and (2) the aforesaid taxes, if not paid by a party interested in the land.

For further information on how to handle any installments of real estate taxes, whether unpaid, delinquent, sold or forfeited, please see Chapter 5 of this handbook.

III. PREPARING THE COMMITMENT

Now that you have reviewed your search, you are ready to start your commitment process. You may find it helpful to organize your search documents in the order you will need them, and highlight the portions that will be important to your commitment preparation process. For a full explanation of the coverage of the commitment, please see Chapter 3, The Commitment.

If you participate in the Title Services Complete or Search Plus programs, please see the instructions for completing the Commitment Preparation Instructions form, below, in addition to the instructions in this section.

A. Schedule A

1. Effective Date

   The effective date of the commitment should be the last date on which documents were posted in the recorder’s office when the search was conducted.

2. Policy or policies to be issued

   Be sure that this area is completed to accurately reflect the type of policy the parties are requesting: Owner, Mortgagor, Leasehold Owner, Leasehold Loan, Construction, U.S.A. Owner Policy, etc.
3. Proposed Insured

For each policy to be issued, this section should be the names of the proposed insureds, exactly as they would like their names to appear on the final policies. Be sure to ask each proposed insured, or their counsel, how they would like their names to appear. In the case of an Owner Policy, this will typically be the buyers in a buy/sell transaction, and in the case of a Mortgagee Policy, this will be the name of the lender. Lenders will often provide the exact name they want to appear on the Mortgagee Policy in the closing instructions’ section on title insurance requirements.

4. Proposed Amount of Insurance

Contact the proposed insureds, or their counsel, to ask how much they would like the Amount of Insurance to be. In a typical buy/sell transaction, the Owner Policy will be for the sale price and the Mortgagee Policy will be for the mortgage amount, but there are a variety of reasons that the parties may request different amounts.

5. The estate … is at the Effective Date … vested in

This section must show the names of the parties in title and the type of interest in the property that they hold. The names must appear exactly as shown on the conveyance where they took title. This section of the commitment must show who is in title as of the effective date of the commitment. A party who will take title prior to the sale to the proposed Insured cannot be shown in title if the instrument of transfer is not yet signed and recorded.

Also include the marital status of any individuals, as shown on the conveyance where they took title, to apprise the parties of possible issues related to homestead or divorce.

If the party in title is an entity, be sure to include a description of the type of entity it is and the state where it is organized. For example, “Attorneys’ Title Guaranty Fund, Inc., an Illinois corporation.” If the party in title is a fiduciary, name the person or entity first, followed by the fiduciary status. For example, “John Doe, as trustee of the John Doe living trust, dated September 1, 2005.” For additional information on how to show title held by entities and estates, please see the ATG Basic Underwriting Handbook.

6. The land referred to … is described as follows:

Here, show the full legal description of the property to be insured, as shown on the deed to the current owners. If you think there are problems with the legal description, or if there are discrepancies between the legal description on the deed to the current owners and any survey you have or prior deeds in the chain of title, raise Schedule B exceptions describing the problem.

B. Schedule B

Raise specific exceptions on Schedule B of the commitment for all defects, liens, and encumbrances you find in the prior title evidence and search results. Consult the ATG Basic Underwriting Handbook for guidance on when to raise exceptions, how to raise them and when to waive them.

It is customary to provide real estate tax information as exception number five, following the five preprinted Standard Exceptions and four preprinted Special Exceptions. Show the lien of real estate taxes that are due during the current year, and give the specific amounts due for each installment. Then raise an exception for the lien of real estate taxes that will be due in all future years. In addition, raise exceptions for any prior year’s real estate tax installments that are not fully paid by the titleholder. For additional information on real estate taxes, please see Chapter 5: Real Estate Taxes.

It is also customary to raise exceptions for any open mortgages starting with exception number six of the commitment.
While not exhaustive, when considering what items for which to raise Schedule B exceptions, use the following list:

1. If the party in title, or to be in title, is an entity, consider whether exceptions need to be raised for the authority of the person signing the conveyance to convey or mortgage title.

2. If there has been a decedent in the chain of title, consider whether exceptions need to be raised calling for further information about the estate and the devolution of title.

3. If a minor or disabled adult will be conveying or mortgaging title, consider whether exceptions need to be raised calling for information about the estate controlling their ability to execute a conveyance.

4. Raise exceptions for open mortgages and any liens recorded against the property or the names of titleholders or the proposed insureds.

5. Raise exceptions for any reservations, easements, covenants, conditions, or restrictions contained in the deeds or other conveyances in the chain of title.

6. Raise exceptions for any easements, covenants, conditions, or restrictions contained in a plat or declaration of subdivision or condominium creating the legal description to be insured.

7. Raise exceptions for any special districts with the power to make assessments that the property lies within.

8. Raise the forgery exception if the current owners took title within the last year. For further information on this requirement, see below.

When finished, review the exceptions on Schedule B. Consider which exceptions are among those the proposed insureds will request to have removed and make a list of the requirements necessary to waive them. You may include those requirements on Schedule B, if you choose.

C. Commitment Preparation Instructions

Pursuant to Bulletin 1-05 Title Insurance Agent Requirements, issued by the Illinois Department of Financial and Professional Regulation, issued July 9, 2005, ATG requires members to use the form titled Commitment Preparation Instructions (ATG Form 4115) (“CPI”) when ordering commitment preparation services in the following programs:

1. Title Services Complete program in the Chicago area;

2. Search Plus programs in Champaign County and Metro East; and

3. Advisory Commitment Preparation Services provided by NLT Title, LLC.

When completing the CPI form, use your search results and prior title evidence to decide exactly how the commitment should be prepared, following the guidelines explained above. Upon receipt of the CPI form, ATG or NLT, as appropriate, will type the commitment as instructed by the CPI and return it to you for distribution to the parties.

It is very important to complete the Commitment Preparation Instructions completely and correctly. If the CPI is incomplete or incorrect, ATG’s Title Services Department will contact you in writing to explain the problem and request clarification. This process causes significant delays in the time it will take for you to receive the commitment back from ATG. Therefore, be sure to double-check your CPI before sending it to ATG, and promptly reply to any questions you receive from ATG, to get your commitment in the timeliest way possible.

D. Issuing the Commitment

Once your commitment is prepared, issue an original commitment to each of the proposed insureds. Together with the commitment, include the following documents:

1. Invoice for Title Charges (ATG Form 1092).
2. Privacy Policy Notice (ATG Form 3037)
4. A cover letter explaining your contact information, how to schedule a closing, and any ATG requirements for closing.
5. Any endorsements required for the commitment. For example, Location Endorsement 1 (ATG Form 2030) and Gap Coverage Endorsement (ATG Form 2024) (see instructions below).

Under Section 18 of the Title Insurance Act, 215 ILCS 155/18, a title insurance agent with a financial interest in writing title commitments and policies must disclose to the party or parties purchasing the title insurance the title agent’s financial interest in the title insurance company and an estimate of the title charges. In most cases, this requires disclosure to both the buyer and seller because the buyer usually pays for the lender’s title insurance policy and the seller usually pays for the buyer’s title insurance policy. Because all members have a financial interest in writing title commitments and policies, all members must make this disclosure on all transactions.

ATG’s Disclosure Statement Controlled Business Arrangement (ATG Form 3017-A), discloses that the member has a financial interest in ATG, and makes an estimate of the fees and charges that will be made in connection with the title and/or escrow services. You should complete the form and include it with every commitment you issue.

E. Modifying an Issued Commitment

If you need to modify a commitment that you have already issued, you may do so using the Date Down Endorsement 1 (ATG Form 2016). ATG recommends that you use this form rather than issue new Schedules A and B to the parties because the endorsement allows the parties to track the changes and the date they were made, and results in less confusion about which schedules are the current schedules.

F. Title Files

Pursuant to ATG Administrative Regulation III F, ATG members must maintain separate title files (non-confidential client information) for a period of ten (10) years after the Date of Policy for the policy or policies. In this file, keep copies of the search results from each search, any prior title evidence, the signed title insurance commitment, all documents sent in connection with the commitment, all closing documents, all documents you rely upon in waiving exceptions, the final policies and any other pertinent information that would not otherwise be included with the closing documents.

IV. CO-EXAMS

A co-exam is a procedure in which a member of the ATG Underwriting Department reviews a commitment, policy, and/or Date Down Endorsement, before you issue it, to see that it is properly drafted. If the underwriter identifies problems or concerns, the underwriter may request revisions. Once a commitment, policy, or endorsement meets ATG underwriting guidelines, the underwriter will provide approval to issue.

A. Situations Requiring a Co-Exam

Co-exams are required, in some cases by ATG Regulations, in the following situations:

1. Amount of Insurance of $3 Million

   Where the Amount of Insurance on the commitment, policy, or Date Down Endorsement is $3 million or more, ATG requires a co-exam. ATG Admin. Reg. 4B. In this case, you must obtain written authorization to issue the commitment or policy from both the ATG Underwriting Department and ATG’s reinsurer.
2. Construction Loan Escrow

Where you seek to establish or administer a construction loan escrow as a title insurance agent of ATG for purposes of disbursing mortgage proceeds, issuing interim title insurance coverage endorsements, or insuring against unrecorded mechanics’ liens due to new construction, ATG requires a co-exam. ATG Admin. Reg. 5A. ATG maintains a list of members approved to issue Mortgagee Construction Policies, and members approved to handle construction loan escrows. Members not on that approved list must have written approval to issue construction commitments, policies, and each Construction Loan Disbursement Endorsement. To begin the approval process, please contact the Underwriting Department.

3. Subdivision or Condominium Master Policy

Where you intend to issue a master policy, or otherwise insure all or substantially all the real estate that is included in a proposed or existing condominium declaration or plat of subdivision, ATG requires a co-exam. ATG Admin. Reg. 5B. In addition to the other materials required for a co-exam (see below), please submit to the Underwriting Department a copy of the plat of condominium or subdivision, and declaration of condominium or covenants, conditions, and restrictions, and any other exhibits relating to the plat and declaration. This co-exam requirement does not apply if you have prior title evidence insuring land that is a part of the condominium or subdivision with an effective date after the time the plat was recorded.

4. ATG Member Property

Where you intend to write a commitment, policy, or Date Down Endorsement on land in which you have a direct or indirect interest, ATG requires a co-exam. ATG Admin. Reg. 5C. In that instance, you may sign the commitment, policy, or Date Down Endorsement once you have received written approval. You need not send us the original jacket or Schedules for this approval process.

B. Co-Exam Procedure

For all the above situations, contact the ATG Underwriting Department for a co-exam and approval to issue. When a co-exam is required, be sure to plan additional time in your commitment preparation process. When you have drafted the commitment, send the following documents to the ATG Underwriting Department for co-exam:

1. Copy of the proposed commitment or policy;
2. Prior title evidence, if any. See the Rate Card for instructions on what constitutes prior title evidence;
3. Survey, if any; and
4. Search notes, or search results from your search provider.

Copies of documents in the chain of title are not necessary unless specifically requested by the underwriter.

Please contact the ATG Underwriting Department if you have a commitment requiring a co-exam, or if you have any questions about this procedure.

V. Extended Coverage

Extended Coverage, or ALTA Coverage, is a term of art that refers to insuring over one or more of the General or Standard Exceptions from a 1992 American Land Title Association (ALTA) Owner Policy. This process is called “insuring over” rather than deleting or waiving the exceptions because the exceptions do remain on Schedule B of the final policy, while an endorsement is attached to the policy. The endorsement indicates the Standard Exceptions are removed. This is a significant increase in coverage.
Almost all lenders require this same coverage on their Lender Policies. Deleting the Standard Exceptions for a lender is called waiving the Standard Exceptions, or sometimes waiving title or marking up the commitment. To provide this coverage to a lender, you must be certain the Standard Exceptions do not appear on Schedule B of the Lender Policy. There is no endorsement for the Lender Policy.

ATG has requirements you must meet to provide this coverage on all types of policies. However, the requirements are different, depending upon whether the policy you plan to issue is a Lender Residential, Owner Residential, Lender Commercial, or Owner commercial policy.

A. Where the Standard Exceptions Appear and How to Insure Over Them

The five Standard Exceptions appear on Schedule B forms for the commitment and the Owner Policy. They do not appear on the Schedule B form for a Lender Policy.

The five Standard Exceptions read as follows:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any matters that would be disclosed by an accurate inspection and survey of the premises.
3. Easements, or claims of easements, not shown by the public record.
4. Any liens, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law, and not shown by the public records.
5. Taxes or special assessments that are not shown as existing liens by the public records.

B. Requirements to Waive or Insure Over the Standard Exceptions

To provide extended coverage on an Owner Policy, or to waive the Standard Exceptions for a Lender Policy, you must meet ATG’s requirements. These requirements are set forth below and in the following chart, for easy reference. If these requirements are not met, you may not provide this coverage, which means that for a Lender Policy, you must type the Standard Exceptions on Schedule B of the final Lender Policy. The documents and requirements referenced below are each explained more fully later in this chapter.

1. Residential property is six or fewer residential units or platted vacant land.
2. Commercial property is seven or more residential units, industrial, farm, or other nonresidential property or unplatted vacant land.
3. Residential Lender Policy: To waive the Standard Exceptions for a residential Lender Policy, you must obtain the following information:
   a. A fully executed current ALTA Statement.
   b. A current survey (no more than six months old) for property located in the Illinois Counties of Cook, DuPage, Kane, Lake, McHenry, and Will, or
e. A current Affidavit in Lieu of Survey for property in all other locations.
   d. A current special assessment and tax search.
4. Residential Owner Policy: To waive the Standard Exceptions for a residential Owner Policy, you must obtain the following information:
   a. A fully executed current ALTA Statement.
   b. A current survey (no more than six months old).
   c. A current special assessment and tax search.

5. Commercial Lender Policy: To waive the Standard Exceptions for a commercial Lender Policy, you must obtain the following information:
   a. A fully executed current ALTA Statement.
b. A current survey (no more than six months old).
c. A current special assessment and tax search.

6. Commercial Owner Policy: To waive the Standard Exceptions for a commercial Owner Policy, you must obtain the following information:
   a. A fully executed current ALTA Statement.
   b. A current ALTA survey (no more than six months old).
   c. A current special assessment and tax search.
   e. ATG charges a special risk premium of $175.00 to waive the Standard Exceptions for a commercial Owner Policy.

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<th>Residential Owner Policy</th>
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<td>Obtain and examine Mechanics’ Lien Final Waivers and Owner’s and General Contractor’s Sworn Statements and Indemnities if the ALTA Statement reveals that work has been done within the last six months.</td>
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C. Full Explanations of Each Requirement

1. ALTA Statement (ATG Form 3004).
   a. The ALTA Statement is signed by the seller(s), buyer(s), and lender (or the closer, who is the agent of the lender).
   b. Make sure each signature on the ALTA Statement is notarized.
   c. Read the completed and signed ALTA Statement and raise Schedule B exceptions for any adverse matters it reveals.
   d. The ALTA Statement also provides information on liens for management fees, commercial broker’s fees, security agreements, financing statements, chattel
mortgages, unrecorded contracts of options to purchase the land, leases or easements. If the ALTA Statement reveals new information in any of these areas, raise those matters as Schedule B Exceptions.

e. If it reveals unrecorded leases, have the seller produce copies of all unrecorded leases for inspection and raise exceptions for their terms and conditions.

f. If the ALTA Statement reveals work on the land completed within the prior six months that could result in a mechanics’ lien, require affidavits from the owner and general contractor indicating all persons who worked on the property. Obtain final lien waivers for all the work completed. See the chapter on Mechanics’ Liens for more information on this process.

g. ALTA Statements are required on cash transactions as well as transactions with financing.

2. ALTA Survey

a. ALTA Surveys must be no more than six (6) months old and name ATG as an addressee.

b. An ALTA Survey is a survey that has been prepared in compliance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Title Association and the American Congress on Surveying and Mapping.

c. Look on the ALTA Survey for easements, setback lines, encroachments, possible boundary line disputes, etc. Raise as Special Exceptions on Schedule B all easements, setback lines, encroachments onto easements, violations of setback lines, encroachments onto adjoining property, encroachments from adjoining property onto the insured land, etc.

d. Also, raise exceptions for unrecorded easements where you see any equipment for utility companies that is not located within a recorded easement.

e. You have the authority to waive the Standard Exceptions 1 thru 5 for condominiums without a survey if you are insuring a single unit in a condominium. However, you should review the plat of condominium and raise exceptions for items it reveals.

3. Affidavit in Lieu of Survey (ATG Form 3001)

a. Check the chart above to see when and whether you may rely upon an Affidavit in Lieu of Survey for your transaction.

b. The sellers sign this affidavit.

c. The sellers’ signatures must be notarized.

d. The sellers swear that there are no encroachments of any kind on their land, and if there are any, a space is provided on the form for the sellers to indicate what encroachments exist.

e. Once this form is signed, read it and raise Schedule B exceptions for any adverse matters it reveals.

4. Current Survey

a. Your survey should be dated within 6 months of the commitment’s effective date. If it is older than that, but less than five years old, you may nonetheless rely upon it by obtaining an Affidavit of No New Improvements (ATG Form 3030) from the sellers. In this affidavit, the sellers verify the old survey and then provide information about any changes to the structures on the property, any
additional structures on the property or any new encroachments that the sellers know of.

b. Once you receive the survey, look for easements, setback lines, encroachments, possible boundary line disputes, etc. Raise as Special Exceptions on Schedule B all easements, setback lines, encroachments onto easements, violations of setback lines, encroachments onto adjoining property, encroachments from adjoining property onto the insured land, etc. If you have also obtained an Affidavit of No New Improvements, then review it and add exceptions to Schedule B for new easements, setback lines or encroachments it reveals.

c. You have the authority to waive the Standard Exceptions 1 thru 5 for condominiums without a survey if you are insuring a single unit in a condominium. However, you should review the plat of condominium and raise exceptions for items it reveals.

d. Many residential real estate contracts require a survey to be provided. Only providing a mortgage inspection may violate the contract. To comply with the contract and to obtain details of lot lines, setbacks, easements and encroachments, ATG strongly recommends that you always request a survey and not accept a mortgage inspection. This will avoid potential problems at closing and help reduce title insurance claims.

5. Public Utility Letters
   a. Obtain public utility letters from the local utility companies stating whether they have easements, equipment, etc. on the land, and where they are located.
   b. Also, obtain a letter from the official of the municipality in charge of water mains, sewer, etc., such as the village engineer, stating whether there are water mains, sewers, etc. on the land, and where they are located.
   c. If you cannot obtain public utility letters, then provide ATG with a $75.00 waiver premium.

6. Special Assessment and Tax Search
   At the time of the initial search, instruct the search provider to search for special assessments and taxes. If you conduct your own searches, add this requirement to your search sheet.

7. Special Risk Premium
   There may be a special risk premium due ATG when providing Extended Coverage on an Owner Policy or when waiving the five Standard Exceptions on a commercial Lender Policy. Please contact ATG’s Underwriting Department in these situations to discuss the premium.

D. Procedure to Insure Over the Standard Exceptions on an Owner Policy
   To provide extended coverage on an Owner Policy, obtain the requirements indicated above and then attach the appropriate endorsement to the final policy. They are as follows:
   1. Residential Property – Standard Waiver Endorsement 1 (ATG Form 2038)
   2. Commercial Property – Standard Waiver Endorsement 2 (ATG Form 2047)

E. Procedure to Insure over One Standard Exception on an Owner Policy
   1. You may insure over just one of the Standard Exceptions by meeting the requirements indicated above for that single exception.
   2. Waiving a single standard exception often will provide the buyer with the desired coverage without obtaining as much documentation as waiving all five.
3. Use the Form E Endorsement (ATG Form 2023) and indicate the exception you intend to waive, i.e., “Standard Exception No. 1 of Schedule B is hereby deleted.”

F. Procedure to Waive the Five Standard Exceptions on a Lender Policy
1. If ATG’s requirements for waiving the Standard Exceptions for a Lender Policy are not met, you may not provide this coverage.
2. The Schedule B form for a Lender Policy does not contain the Standard Exceptions. Therefore, if the requirements are met, there is nothing special to do to provide this coverage.
3. However, if the requirements are not met, you must type the Standard Exceptions on Schedule B of the final Lender Policy to be sure they appear.

VI. Forgery Exception

ATG has experienced a significant increase in claims arising out of forged deeds in the property titles we insure. To try to prevent more losses, the ATG Board of Directors has directed staff to implement aggressive new procedures, which include requiring members to raise a forgery exception in certain situations.

A. Forgery Exception Requirement

The following is the required new exception language:

Right, title, and interest of *, purported grantor in the deed recorded *, as Document Number*. [NOTE: This exception may be waived only by an ATG Staff Attorney.]

1. Members must raise this exception whenever the vesting deed (the deed vesting title in the current owner/seller) is recorded within twelve months of the effective date of the commitment. Complete the blanks in the exception language as follows:
   a. The first blank should show the name(s) of the grant or(s) exactly as they appear on the vesting deed.
   b. The second blank should show the recording date of the vesting deed.
   c. The third blank should show the recording information for the vesting deed.

2. Members need not raise the forgery exception for deeds recorded within twelve months of the effective date of the commitment if the deed meets one of the following criteria:
   a. The deed is from owners of the property to their own living trust;
   b. The deed is a sheriff’s deed or judicial sales deed following a foreclosure of a mortgage or a lien on title to the property; or
   c. The deed is from an executor, independent administrator, or other personal representative of a probate estate, distributing the property as required by the probate case.

In each of these cases, ATG has specific exceptions to be raised and underwriting guidelines to use in lieu of the forgery exception. Please see the ATG Basic Underwriting Handbook or contact the Underwriting Department with any questions about how to handle those situations.

B. Procedure to Waive the Forgery Exception

As the exception states, only an ATG Staff Attorney may waive the forgery exception. Once you have a title commitment that contains the forgery exception, then assemble the documents necessary to fax to the Staff Attorney to obtain approval to waive it. The Staff Attorney will need to examine the vesting deed, the chain of title, and the current commitment. Other documents that may be helpful include signature pages for prior instruments (mortgages, plats, etc.) signed by the same grantor as appears in the vesting deed, prior title insurance policies, mechanics’ lien...
waivers, and any relevant court orders. Please fax the documents you collect to the Underwriting Department for approval. If you have additional information that may be helpful to our review, please provide it on the fax cover sheet.

The Underwriting Department is committed to reviewing forgery exception waiver requests as quickly as possible so as not to create unnecessary delays in your transaction. We may need to ask questions or obtain additional documents on certain transactions. Once we decide to approve waiving the forgery exception, we will provide that approval to you in writing, either by physically marking up the commitment or by sending a fax with a written approval for you to waive the exception. Please contact the Underwriting Department with any questions you may have about this new procedure.

VII. GAP COVERAGE

Gap coverage means waiving Special Exception No.1 on the commitment for an insured. This exception reads as follows:

> Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

To waive this exception provides insurance for defects, liens or encumbrances arising after the effective date of the commitment, and before the deed or mortgage are recorded.

This coverage can be provided either by marking up the commitment to waive Special Exception No. 1, or by attaching the Gap Coverage Endorsement (ATG Form 2024) to the commitment.

Most lenders will require gap coverage in their title insurance requirements contained in the closing instructions. Occasionally, a buyer will specifically request gap coverage. The requirements to provide gap coverage differ, depending upon the type of closing for the transaction, as follows below.

A. Agency Closings

If the closing will be an ATG agency closing in the Chicago area (an ATG independent closer prepares the RESPA and conducts the closing), then gap coverage is always provided through the ATG Agency Escrow Agreement (ATG Form 4000) and it is not necessary to issue the endorsement with the commitment. Most lenders know this, but if you are working with a lender who does not know this and would like the endorsement, you may attach it to the commitment for no extra charge.

ATG runs a gap search before closing on all ATG agency closings transactions where the property is located in Cook, DuPage, Kane, Lake, McHenry and Will Counties. In the event that something has been recorded since the effective date of the initial search, ATG will notify the member by sending a copy of the search and the recorded document. It is the member’s responsibility to make sure that the documents that have been recorded in the gap are addressed at the closing and any necessary Schedule B exceptions are added to the commitment.

B. All Other Closings

For all other closings, the requirements to provide gap coverage are as follows:

1. For residential transactions:
   a. Examine the judgment and lien report for the buyer and seller for possible judgments and liens. If you have any doubt that the matters in the report apply to either the buyer or seller, or if there are any direct “hits,” do not issue the endorsement.
   b. The seller must execute an Affidavit of Title (ATG Form 3002).
c. You must evaluate the financial responsibility and integrity of the seller and buyer. Do not issue this endorsement if you think that either party is likely to have liens recorded against him or her during the gap period.

d. Conduct a later date search just before closing. Issue a Date Down Endorsement 1 to modify the commitment, raising Schedule B exceptions for any new title defects found in the search. Change the effective date to the effective date of your search.

e. Contact the Underwriting Department to determine the special risk fee to be charged for the gap coverage, if any.

f. Record the closing documents as soon after the closing as possible, to shorten the gap period.

2. For commercial transactions, contact the Underwriting Department, 800.252.0402, for approval before issuing this endorsement.
EXHIBIT 4-1: PRIVACY POLICY NOTICE – ATG® FORM 3037

ATTORNEYS’ TITLE GUARANTY FUND, INC.
and
Affiliated Companies

PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys’ Title Guaranty Fund, Inc. (ATG) and its affiliated companies, ATG Trust Company, N.I.T Title, I. I. C., and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words “you” and “your” mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

“We,” “our,” and “us” mean ATG and its affiliated companies listed above.

“Nonpublic personal information” means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An “affiliate” is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A “nonaffiliated third party” is a company that is not an affiliate of ours.

THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

THE CONFIDENTIALITY, SECURITY, AND INTEGRITY
OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

NONPUBLIC PERSONAL INFORMATION AND
NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

NONPUBLIC PERSONAL INFORMATION AND
FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.
EXHIBIT 4-2: DISCLOSURE STATEMENT – CONTROLLED BUSINESS ARRANGEMENT – ATG® FORM 3017-A

ATTORNEYS’ TITLE GUARANTY FUND, INC.

DISCLOSURE STATEMENT
CONTROLLED BUSINESS ARRANGEMENT

Commitment No. (if available):

This disclosure is made to (check one or both):

☐ Seller/Owner  ☐ Buyer

Regarding the property located at:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

This disclosure is made by the undersigned as an agent of Attorneys’ Title Guaranty Fund, Inc. (ATG).

In connection with the property described above, the undersigned will issue title insurance and/or provide escrow services through ATG. The undersigned producer is a title insurance agent of ATG and has a financial interest in that company and, therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges that may be paid by the parties to whom this disclosure is made are disclosed herein. If there are additional parties who choose to utilize services from ATG, there may be additional charges for those services.

Thank you for selecting ATG.

*Owner Title Policy: $  
*Mortgagee Title Policy:  
Escrow or Closing Fee:  
Other Fees:  

Total Estimated Charges: $  

*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of policies. These estimates may be revised if any unusual circumstances occur, unusual risks are “insured over,” and/or lenders require special endorsements, which extend their coverage.

You are not required to use ATG as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

The undersigned does hereby certify that the above disclosure was made to the above named parties on ___________________________ Date

Signature of Agent: ___________________________
Name of Agent: ___________________________
Date: ___________________________

ACKNOWLEDGMENT

I/WE have read this disclosure form and understand that the above-named agent is referring me/us to purchase the above described settlement services from ATG and may receive a financial or other benefit as a result of this referral.

Seller/Owner: ___________________________ Date: ___________________________

Buyer: ___________________________ Date: ___________________________

NOTE: (IN ILLINOIS) PURSUANT TO SECTION 18(8) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.
EXHIBIT 4-3: DISCLOSURE STATEMENT – CONTROLLED BUSINESS
ARRANGEMENT – ATG® FORM 3017-A

ATTORNEYS’ TITLE GUARANTY FUND, INC.

DISCLOSURE STATEMENT
CONTROLLED BUSINESS ARRANGEMENT

Commitment No. (if available):

This disclosure is made to (check one or both):

☐ Seller/Owner ☐ Buyer

Regarding the property located at:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

This disclosure is made by the undersigned as an agent of Attorneys’ Title Guaranty Fund, Inc. (ATG).

In connection with the property described above, the undersigned will issue title insurance and/or provide escrow services through ATG. The undersigned producer is a title insurance agent of ATG and has a financial interest in that company and, therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges that may be paid by the parties to whom this disclosure is made are disclosed herein. If there are additional parties who choose to utilize services from ATG, there may be additional charges for those services.

Thank you for selecting ATG.

*Owner Title Policy: $
*Mortgagee Title Policy: 
Escrow or Closing Fee: 
Other Fees: 

Total Estimated Charges: $ 

*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of policies. These estimates may be revised if any unusual circumstances occur, unusual risks are “insured over,” and/or lenders require special endorsements, which extend their coverage.

You are not required to use ATG as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

The undersigned does hereby certify that the above disclosure was made to the above named parties on _____________________________

Signature of Agent: _____________________________
Name of Agent: _____________________________
Date: _____________________________

ACKNOWLEDGMENT

I/WE have read this disclosure form and understand that the above-named agent is referring me/us to purchase the above described settlement services from ATG and may receive a financial or other benefit as a result of this referral.

Seller/Owner: _____________________________ Date: _____________________________
____________________________________ Date: _____________________________

Buyer: _____________________________ Date: _____________________________
____________________________________ Date: _____________________________

NOTE: (IN ILLINOIS) PURSUANT TO SECTION 18(b) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROOEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.
EXHIBIT 4-4: ALTA STATEMENT – ATG® FORM 3004

ATTORNEYS’ TITLE GUARANTY FUND, INC.

ALTA STATEMENT

Commitment to Insure Title No. ____________________________

The Owner/Seller and Purchaser certify to Attorneys’ Title Guaranty Fund, Inc. that, with respect to the land described in the above Commitment to Insure Title, and to their best knowledge and belief:

1. Within the last six (6) months: (a) no labor, services, or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the land or building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment that are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received; except the following, if any:

2. There are no open mortgages, revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages on title, other than those shown on Schedule B of the Commitment to Insure Title, except the following, if any:

3. All management fees are fully paid, except the following, if any:

4. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment, or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. There are no unrecorded contracts or options to purchase the land, except the following, if any:

6. There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. If the land is “commercial real estate,” as defined per statute, there are no written agreements with any “broker,” nor has anyone provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the land, except the following, if any.

Any person or entity signing this Statement who is also the mortgagor in a mortgage to be insured under a Mortgagee Policy to be issued pursuant to the above Commitment to Insure Title certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the mortgage and obligations to sell, pledge, or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor’s heirs, personal representative, or assigns.

The Owner/Seller and the Purchaser make this Statement for the purpose of inducing Attorneys’ Title Guaranty Fund, Inc. to issue Owner and Mortgagee Title Insurance Policies with respect to the land described in the above Commitment to Insure Title.

Dated: ____________________________

Owner/Seller

Purchaser

Subscribed and sworn to before me this ____________________________ day of ____________, ____________.

Notary Public

Subscribed and sworn to before me this ____________________________ day of ____________, ____________.

Notary Public

LENDER’S DISBURSEMENT STATEMENT

The Lender hereby certifies to Attorneys’ Title Guaranty Fund, Inc., that on the ____________________________ day of ____________, ____________, complete and final disbursement of the proceeds of the loan secured by the mortgage to be insured pursuant to above Commitment to Insure Title was made to or on the order of the mortgagor; and that the Lender has no knowledge nor does the Lender require that the proceeds of the loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in the mortgage or upon any building located thereon. Attorneys’ Title Guaranty Fund, Inc. is authorized and directed to issue its Mortgagee Title Insurance Policy as of a date no earlier than the date of the complete and final disbursement set forth above.

Lender: ____________________________

Loan No.: ____________________________

ATG FORM 3004
© ATG (REV. 5/05)
FOR USE IN ALL STATES
AGENT COMMITMENT PREPARATION INSTRUCTIONS TO ATG®

EXHIBIT 4-5: AGENT COMMITMENT PREPARATION INSTRUCTIONS TO ATG® –
ATG® FORM 4115 (page 1 of 3)

ATTORNEYS’ TITLE GUARANTY FUND, INC.

AGENT COMMITMENT PREPARATION INSTRUCTIONS TO ATG®

Complete the following information and return to ATG by fax or e-mail to the appropriate office:

Chicago Area .................. 312.224.0203 .................. tsc@atgf.com
Downstate Illinois ............ 217.352.4909 .................. tsc@atgf.com
Metro East .................... 618.277.1344 ............... pmathews@atgf.com
Wisconsin .............. 608.827.5688 .................. madison@atgf.com

Order No.: ____________________________ Agent: ____________________________
File No.: ______________________________

Order Information

At the time of the initial order, you supplied the information filled in, below. If any of this information is incorrect or incomplete, please fill in.

Purchase Price: ____________________________
First Lender: ____________________________ Loan Amount: ____________________________
Second Lender: ____________________________ Loan Amount: ____________________________

Buyer/Seller Information

Last Name | First Name | M.I.
-----------|------------|--------
Seller(s): ______________________________________________________________________
Buyer(s): ______________________________________________________________________

Property Information

Address: ____________________________ County: ____________________________ Type: 
City, State, Zip: ____________________________ P.I.N.: ____________________________
Legal Description: ____________________________
2. Policies to be issued:
   - Owner's Policy
     - Proposed Insured: □ Buyer  □ Other: □
     - Amount of Insurance: □ Purchase Price  □ Other: □
   - First Loan Policy
     - Proposed Insured: □ Lender  □ Other: □
     - Amount of Insurance: □ Loan Amount  □ Other: □
   - Second Loan Policy
     - Proposed Insured: □ Lender  □ Other: □
     - Amount of Insurance: □ Loan Amount  □ Other: □

3. Title is vested in:
   - Grantee in Document No.: □  □ Other: □

4. The legal description is:
   - Use the legal description in Document No.: □
   - See attached copy of legal description.

5. Setbacks/Easements
   - Building setback line(s): Size: □ feet; Location: □ line of the property; Created by: □ Plat  □ Document No.: □
   - Easements(s): Size: □ feet; Location: □ line of the property; Purpose: □ Created by: □ Plat  □ Document No.: □

6. The tax and PIN information in the Chain of Title:
   - Is correct  □ Should be: □

7. The following numbered Chain of Title paragraphs should be included as Schedule B exceptions on the title commitment. (If another search company is used, provide a copy of the search and circle the items to be included as exceptions on the commitment.)

8. The following numbered exceptions from the prior policy sent with the Chain of Title should be included as Schedule B exceptions on the title commitment.
9. Include the following as exceptions in the title commitment. (For a complete description of each exception and its full language, consult the ATG Underwriting manual or the ATG REsource Exception Library Manual.)

☐ Bankruptcy
☐ Creditor’s Rights
☐ Statutory Powers
☐ Broker’s Lien
☐ Commercial Property
☐ Condominium
☐ Construction (New) (Rehab)
☐ Cooperative
☐ Corporation – Domestic
  ☐ Active
  ☐ Dissolved
☐ Corporation – Foreign
☐ Decedent’s Estate
  ☐ Name:
    ☐ General
    ☐ Joint Tenant
    ☐ No Probate
    ☐ Supervised Administration
    ☐ Independent Administration
  ☐ Probate Estate Case No.:
☐ Divorce (provide judgment)
☐ Homeowner’s Association
☐ Homestead (release by spouse)

☐ Judgments
  ☐ Possible; Against:
    ☐ Recorded, Document No.:
☐ Leaseholds – Unrecorded
  ☐ L.I.C.
  ☐ Municipal Transfer Tax/Municipal Inspection
    ☐ None
    ☐ Tax Applies
      ☐ City:
  ☐ Partnerships
    ☐ General
    ☐ Limited
  ☐ Predatory Lending Pilot Program
  ☐ Recent Sale/Forgery (Check if title has transferred within the 12 months prior to the effective date.)
  ☐ Sale File: 1099 and Illinois Policy Tax
  ☐ Trust
    ☐ General Trust
    ☐ Land Trust
    ☐ Living Trust
  ☐ Zoning Certificate (City of Chicago)
  ☐ Water Certificate (City of Chicago)

10. The following endorsements have been approved for policy:

☐ Comprehensive (MPA Only)
☐ EPL (MPA Only)
☐ Condominium
☐ Location (MPA Only)

☐ ARM (MPA Only)
☐ Standard Exception Waiver (OPA Only)
☐ Inflation (OPA Only)
☐ Other:

11. Provide any further instructions necessary for preparation of the title commitment:


The undersigned certifies that he or she has reviewed the prior policy (if any), search report, Chain of Title, judgment and lien search, tax information, and title documents on this file and has relied on those items and other personal information to make these directions.

Signature of Member

Date

ATG Basic Forms and Procedures - Illinois
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