



ARTICLES

ATTORNEY TITLE AGENTS MUST DISCLOSE AGENCY

This article originally appeared in the Vol. 94, No. 7, July 2006 issue of the Illinois Bar Journal, and is reprinted here with permission. While the July-August issue of the ATG concept contained a detailed article on disclosure, we sought permission from the Illinois State Bar Association (ISBA) to reprint its article on this important topic as well.

In real estate transactions, be sure to apprise clients when you also serve as an agent to the title company. In fact, you might want to do so in writing at the outset.

Attorneys who handle residential real estate closings are often also agents for the title company that provides insurance to the buyer and mortgagee. If you're one such attorney, you already know – or should know – that you must disclose your agency. Title agents are subject to other requirements, too, and it doesn't hurt to review them.

Disclose in Writing?

A recent disciplinary matter arose from the respondent attorney's failure to disclose her agency to her clients. In *In re Greenberg*, MR 20776 (ARDC No 05 CH 26), the administrator alleged that the respondent attorney had represented clients in three real estate closings over three years without disclosing to them that she was an agent for the title company from which she ordered title policies and examined the title reports.

According to the ARDC's petition to impose discipline

by consent, the attorney received not only \$1,750 in fees from her clients for these transactions, but also more than \$8,000 from the title company for her services as agent and approved attorney for the company. The petition alleged that the attorney did not disclose to her clients that she was receiving fees from the title company.

After the third transaction, the attorney's clients learned of her title fees and filed a complaint with the ARDC. The administrator alleged that the attorney had, as a result of her failure to disclose her agency and title fee, failed to explain a matter sufficiently to permit a client to make informed decisions regarding the representation, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct. The petition also alleged that she had entered into a business transaction with a client without obtaining client consent after disclosure by purchasing title insurance for her clients from Ticor, in violation of Rule 1.8(a) of the Rules of Professional Conduct.

The administrator further alleged that the attorney failed to respond to its requests for information or to appear at the hearing on the complaint. Ultimately, with the consent of both ARDC and the respondent attorney, the Supreme Court entered an order censuring her.

Chicago attorney Michael J. Maslanka, who handles a number of residential real estate closings each year as an attorney and title agent, says the *Greenberg* matter has caused him to rethink his own disclosure practices. While Maslanka notes he's never failed to disclose his status as title agent to a client, he says that he, like many other attorneys in that role, has customarily made an oral disclosure at the outset of representation, ordered the title insurance policy upon the client's consent, and then, at the closing, obtained the client's signature on a written disclosure.



WEBSITE UPDATES

Where to Find It: PLACE AN ORDER

Click *Place an Order* on the member home page of www.atgf.com to access the following submenu:

- Closing Protection Letter Request
- Title Orders with *Paperless Closer*
- Prior Policy Request Form
- Title Search Request

Contact Suzy Auteberry, 217.403.0130 or sauteberry@atgf.com, for your password and ID access.

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PROVIDE TRUST SERVICES FOR YOUR CLIENTS

You may be an ATG member, but are you an ATG Trust member? Every residential real estate closing is an opportunity to do at least preliminary estate planning. How to take title, whether or not to use a land trust and the terms of the current will (assuming your client even has one) are all estate planning issues.

ATG Trust members may participate in revenue from trust, estate, and investment management services, land trusts, 1031 “Starker” Exchanges, Structured Settlement and Structured Sale transactions, and more. Most importantly, trust members position themselves as their clients’ trusted adviser, sometimes for generations.

Contact Denny Norden, 312. 312.752.1423, dnorden@atgtrust.com, to find out about how becoming a member of ATG Trust Company can benefit you and your clients, or visit the Attorney section of our website, www.atgtrust.com.

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In the wake of *Greenberg*, however, Maslanka has decided to take the precaution of securing his client’s signature on a written disclosure as one of his first steps once he agrees to represent the client at the closing. McHenry County attorney Scott Nolan likewise says that he sends a disclosure to his residential real estate clients with his initial letter of engagement.

RESPA Disclosure Requirements

Attorneys who are also title agents should be aware that the federal Real Estate Settlement Procedures Act (RESPA) also requires such disclosure. 12 USC § 2607. This section also prohibits unearned fees.

At the state level, the Illinois Department of Financial and Professional Regulation’s Division of Financial Institutions regulates title insurance companies and enforces disclosure requirements. The DFI has, within the last year, issued several bulletins reminding title companies and their agents of RESPA’s requirements. In those bulletins, the division has particularly noted that

its audits have disclosed that companies and their agents are often not disclosing the portion of the title insurance premium that is paid to the attorney-title agent at closing on the HUD-1 or HUD-1A form. Bulletin 1-05, issued in July 2005, for example, recites the following DFI policy:

In order to give the consumers an accurate disclosure of the fees and parties involved in the real estate transaction, and in compliance with applicable statutes, the HUD-1 or HUD-1A Settlement Statement must disclose the name of the entity/individual receiving the funds. For example, in the case where a registered title insurance agent obtains services from a service company also registered as a title insurance agent with the same licensed title insurance company or receives services directly from the title insurance company, the HUD-1 or HUD-1A Settlement Statement must show the title insurance fees going to the registered title insurance agent, not the service company or title insurance company, regardless of how the collection of fees and payment thereof is actually handled as between the parties. In reviewing several HUD-1 and HUD-1A Settlement Statements, it was discovered that some of the service companies and title insurance companies show their name as receiving the title fees, not the registered title insurance agent.

Bulletin 1-05 also reiterates that attorney-title agents must actually do work for their fees and not simply rely on support services for the determination of insurability of title.

While the support services can include such functions as obtaining the title search, typing, recording documents, and closings, the registered title insurance agent must perform its own determination of insurability of title. In determining insurability of title, the title insurance agent must utilize all searches necessary for the issuance of a title insurance commitment or title insurance policy. Service companies and title insurance companies are not to send title insurance agents preliminary title commitments or other products which give the information to the title insurance agent in such a manner as to allow the title insurance agent to issue the commitment without having had to examine title and determine insurability of title.

In the same vein, the DFI stated in an informational handout issued in February, 2006, that in reviewing the title searches sent to title insurance agents by the title insurance underwriters and service companies, the Department has found that some title insurance agents are being sent a preliminary title commitment with the heading, “title search”, basically requiring the title insurance agent to merely sign and return without doing the proper examination. The issuance of a commitment by a title insurance underwriter or service company in any shape or form prior to the “determination of insurability of title” by the title insurance agent is prohibited.

The Department will be examining/auditing title insurance agents in the near future to establish compliance with the foregoing requirements.

Attorney-title agents may also wish to review the cover letter dated February 23, 2006, which the DFI directed to the recipients of informational handouts 1-06 and 2-06. In that letter, the DFI’s title insurance section supervisor stated that “[w]hile the Department has no rate regulation authority, the Department, through its recent title insurance agent/service company visits, has reviewed some programs where the compensation in some of

the title insurance agent programs could be considered excessive. The Department would strongly suggest that each underwriter review the compensation of its title insurance agents in relationship to the work performed by the title insurance agent in the real estate transaction.”

The referenced documents regarding title insurance services are available on the State of Illinois’s website at http://www.state.il.us/dfi/titleinsur/titleinsur_main.htm. For more on attorneys as title agents, see *Title work is lawyer’s work* (LawPulse, July 2004 *Journal*) and *You, too, can be title insurance agent* (LawPulse, August 2004 *Journal*).

EDITOR’S NOTE: *In Re Greenberg* highlights how important it is for attorneys who are also title agents to disclose their financial interest in the title charges. There are actually two fee disclosures that must be made. First, the Illinois Title Insurance Act requires that any “producer of title business” must disclose to the parties paying for the title or closing services the financial interest of the producer and an estimate of the charges to be paid (215 ILCS 155/18). A producer of title business is basically defined as a lawyer, Realtor, or lender—a party who has the ability to steer the placement of a title order (215 ILCS 155/3 (4)). The State of Illinois has developed a form to handle the disclosure that must be made at the commencement of the transaction so that the consumer paying the title or closing fees has the opportunity to shop for a better price. ATG provides this form to members as ATG Form 3017A: Disclosure Statement - Controlled Business Arrangement. It is also available in ATG Resource® as “DOC - Disclosure Statement.” The form shows the buyer and seller the total estimated title and closing fees for the transaction. This disclosure is also mandated by the Real Estate Settlement Procedures Act (RESPA) 12 USC § 2607. The Illinois law and disclosure form were designed to bring Illinois practice in compliance with this federal law, as well.

The second disclosure dates back to the initial American Bar Association (ABA) and Illinois State Bar Association (ISBA) ethics opinions that established the legitimacy of bar-related® title insurance. The ethics opinions placed a duty on the attorney agent to fully disclose to the client that he/she is acting as a title agent, receiving a fee for that role, and disclosing the amount of that fee. See ABA Formal Opinion # 227 (issued 1963) and ISBA Ethics Opinion #304. To comply with this requirement, ATG has always supplied members with ATG Form 1092: Invoice for Title Charges. This form divides the title charges into three separate elements: 1. Underwriting Fee to ATG; 2. Search Fee; and 3. Member’s Fee for Examination, Preparation, and Issuance of Policy. This form, which breaks out the member’s charge, is also available in several formats in ATG Resource as “DOC Inv for Title BO Chicago Area” and “DOC Inv for Title BO Sep Search.” This disclosure requirement only runs to the attorney’s client while the state mandated form (ATG Form 3017-A) described in

the first paragraph must be given to anyone paying for the services—generally both the buyer and seller.

It is imperative that ATG members comply with both of these disclosure rules. If you have further questions, please contact ATG’s Underwriting Department, legal@atgf.com or 217.403.0101.



LEGISLATIVE UPDATES

INDIANA:

Title Insurance Enforcement Fund (P.L. 171-2006)

Bill Number: HEA 1114; Bill added Indiana Code Section 27-7-3.6; Bill amended Indiana Code Sections: 36-2-7; 36-2-7.5-5; 36-2-11-15; Effective Date: July 1, 2006.

This legislation requires the county recorder to charge a two-dollar (\$2) county identification security protection fee for recording or filing a document.

The legislation also requires an individual preparing a document for recording or filing to make an affirmation and statement. An instrument, which conveys, creates, encumbers, or assigns an interest in a property, may only be recorded if all Social Security numbers within the document are redacted. All instruments to be recorded must contain a statement in the following form: “This instrument was prepared by (name).” An instrument must also contain a statement at or near the notary information in the following form: “I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name).” As such, this legislation repeals the duty of an individual preparing a document for recording to submit a separate affidavit affirming under perjury that the individual has reviewed the document and redacted each Social Security number in the document. Documents that are executed or acknowledged outside the state of Indiana do not have to contain the affirmation.

Significantly, the legislation creates the “title insurance enforcement fund.” This fund is to provide support for Department of Insurance operations relating to title insurance and to help employ staff to enforce title insurance law. A person who purchases a title insurance policy must pay to the title insurer that issues the policy a fee of five dollars (\$5) at the time of payment for the policy. A title insurer must pay a three-dollar (\$3) of the fee to the Department of Insurance and retain two dollars (\$2) as an administrative fee. As of date, the specific details of the remittance procedure have not been determined. However, the Indiana Land Title Association reports that “title insurance agents need to remit this fee to the underwriters along with the policy premium” (Indiana Land Title Association, *Title Insurance Enforcement Fund*, http://www.indianalandtitle.org/insurance_enforcement).

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ATG® HOSTS EVENTS FOR TOP MEMBERS

ATG held two events for the top-producing members of 2005. The first event was a Cardinals vs. Cubs game at the new Busch Stadium on June 2 in St. Louis. The day included the ATG seminar, *Real Estate Fundamentals – Session 1: Basic Title Insurance Forms and Title Examination Procedures* and dinner in a party suite at the new Busch Stadium. The second event was July 10 in Chicago where members and guests enjoyed dinner and music by *Guitarola* at the Riverfront Terrace Restaurant, plus an Architectural Boat Tour along the Chicago River.

Our thanks and congratulations to the following top ATG members (based on policy volume and premiums remitted):

Member (alpha)	County	Member (alpha)	County
Allen, James M.	Cook	Henderson, Thomas D.	Pike
Anders, David L.	Cook	Herbolsheimer, Lannon, Henson, Duncan and Reagan	LaSalle
Angel, Isaacson and Tracy	Bureau	Hirschenbein, Richard A.	Cook
Ansani and Ansani	Cook	Hofmann, Bernard	Rock Island
Arbeiter, Ronald W.	Randolph	Holder, Linda L.	Madison
Becker, Jr., Robert C.	DeKalb	Holland and Holland	McDonough
Benedick, Thomas F.	St. Clair	Honegger, Michael J.	Peoria
Bernabai, Balestri and Fiocchi	Bureau	Hutchison, Richard	Cook
Blachinsky, John	Henry	Jakubco, P. Jerome	Cook
Blake, John J.	Knox	Johnson, Rick	Peoria
Bobosky, W. Brand	DuPage	Johnson, Westra, Broecker, Whittaker and Newitt, PC	DuPage
Bono, Nicole M.	DuPage	Jones, Robert A.	Schuyler
Borla, Robert V.	DuPage	Juliano, Rand	St. Clair
Boyer, Dan	DuPage	Kahn, David	Lake
Brandt, Jonathan F.	LaSalle	Kaiser, Neil J.	Cook
Brittain and Ketcham, PC	Kane	Kane, Terrence D.	Cook
Bromann, Scott D.	DuPage	Kash, James J.	Cook
Brown, Hawkins, Basola and Mattingley	Macon	Katz, Huntoon and Fieweger, PC	Rock Island
Burban, Peter	Cook	Kavanagh, Scully, Sudow, White and Frederick	Peoria
Capps, Ancelet, Clark and Rasmussen	Hancock	Kirk, James F.	Cook
Carlson, Koeck, Kirk and Graves, Ltd.	Sauk	Knuppel and Lindner	Mason
Carlson, Raymond M.	Lake	Kuhn, Richard W.	DuPage
Cheely, Robert A.	Cook	Kulas, Julian E.	Cook
Claes, Robert M.	DuPage	Kusta, Edward D.	Will
Claudon, Kost, Barnhart, Beal and Walters, Ltd.	Fulton	La Zara, Joseph A.	Cook
Clery, John T.	Cook	Lamkin and Lamkin	DeWitt
Codilis and Associates, PC	DuPage	Larsen, Richard G.	Cook
Codilis, Jr., Ernest J.	DuPage	Lee, Graham J.	Rock Island
Collander, Dan	DuPage	Little, David C.	Adams
Conrad, Norman	Clinton	Loftus, Hubert J.	DuPage
Courtney, Thomas P.	Cook	Lowry and Hoskin, LLP	Pike
Crabill, Warren E.	DuPage	Lundeen, Gary S.	Cook
Craig, David R.	Williams	Maggio, Jr., Andrew P.	Cook
Creedon, III, Timothy J.	LaSalle	Manella, Samuel J.	Cook
Cross, IV, Robert P.	Cook	Manning, Jim	Peoria
De Bruyn, Harry E.	Cook	Mason, S. Michael	LaSalle
DeBruyn, Taylor and De Bruyn, Ltd.	Cook	Massie, Michael E.	Henry
DePorter, Gregory	Henry	McCarthy, Kevin M.	Cook
DLD Title Services, Inc.	Peoria	McClure, Brannan and Thomas	Cass
Dystrup, Hoster and Jarot, PC	Will	McCuaig, Haeger, Bolz and McCarty	Kane
Egan, James E.	Will	McGehee, Olson, Pepping, Balk and Payson, Ltd.	Rock Island
Eland, Terry P.	DuPage	McGrath, Mark J.	Tazewell
Erickson, Rick J.	Cook	McHaney, Michael D.	Jefferson
Essig, Dean R.	Tazewell	McNamara, Mary Niego	Cook
Farrar, John P.	Wabash	Meierkord, Brian G.	Marshall
Fehrenbacher, Bruce P.	Stark	Meyer, Capel, A Professional Corporation	Champaign
Fogle, Andrew R.	Lake	Miller, Hall and Triggs	Peoria
Fosco and VanderVennet, PC	Cook	Moens, Thomas O.	Rock Island
Franks, Gerkin and McKenna, PC	McHenry	Morgan County Abstract Company	Morgan
Frontier Title Co., LLC	McLean	Morris, Arthur W.	Monroe
Galanopoulos and Galgan	DuPage	Morris, Stephen B.	Hancock
Garr and Schlueter, Ltd.	Cook	Moskal, Maureen	Cook
Giuliano, Vincent F.	Cook	Mullen, Thomas J.	DuPage
Goehl, Schuering and Casssens	Adams	Nack, Richardson and Kurt	Jo Daviess
Gonzalez, Arturo P.	Cook	Nadelhoffer, Kuhn, Mitchell, Moss, Saloga and Lechowicz, PC	DuPage
Grabill, Edward M.	Cook	Nash, Nash, Bean and Ford	Henry
Grabowski, Donald W.	Cook	Nery, Joseph F.	Cook
Grafton, B. Craig	Rock Island	Newberg, B. Alan	Cook
Granado, John	Cook	Newell, Jr., W. Lee	Cook
Greco and Tarallo, LLP	Cook	Nigro and Westfall, A Professional Corp.	DuPage
Grotto, John J.	DuPage	Nordwall, Michael A.	Peoria
Guilfoyle, Michael S.	LaSalle	Norgaard, Steven K.	DuPage
Guzaldo, Robert G.	Cook	Nowinski, Frank	Rock Island
Haas and McLennan	DuPage	O'Brien, John G.	Cook
Haas, John C.	Cook	Oleksiuk, B. George	Cook
Harlovic, Nicholas J.	Kane	O'Rourke, John W.	Cook
Hart and Hart	Franklin	Papadia, John	Cook
Hattery, Simpson and West	Knox	Pauls, Robert J.	DuPage

Member (alpha)

Perres, Lee Scott
 Petitjean, John R.
 Phares, William T.
 Pierce, Arthur R.
 Pierce, Denis B.
 Pinzur, Robert S.
 Pipal, John R.
 Plummer, Lee J.
 Plymert, Piercey, MacDonald and Amato, Ltd.
 Popp, Charles G.
 Prairie Title Services
 Price, Edward A.
 Ralis, Robert J.
 Ray and Glick, Ltd.
 Renshaw, C. Kent
 Ringhausen, Richard J.
 Rivers, Kristal R.
 Robertson, Karl M.
 Rock, Charles M.
 Rodriguez, Mark T.
 Russell, English, Scoma and Beneke, PC
 Saloga, Jim
 Salvi, Salvi and Wifler, PC
 Schimmel, Richard E.
 Schmidt, Gary
 Schmitt and Filler
 Sherman, Barry H.
 Smith, David T.

County

Cook
 Brown
 Rock Island
 Cook
 Cook
 Lake
 Iowa
 Jersey
 Cook
 Boone
 Cook
 DuPage
 Cook
 Lake
 Jefferson
 Calhoun
 Cook
 Cook
 Peoria
 DuPage
 Bureau
 DuPage
 Lake
 Cook
 Peoria
 McHenry
 DuPage
 Kenosha

Member (alpha)

Smythe and Lee
 Sokol and Mazian
 Stasko, Christopher J.
 Steffen, Kelly and Steffen
 Stoerzbach, Daniel B.
 Stoller, James J.
 Strang and Parish, Ltd. dba Colonial Title and Escrow
 Sultan, Gregory
 Sultan, Larry A.
 Taylor, C. Eugene
 Theis, Phillip A.
 Thomas, Rita J.
 Tobin and Ramon
 Traugher and Morris
 Trotto, Anthony J.
 Tuttle, Vedral and Collins
 Van Winkle, James L.
 Vincent and Roth, PC
 Waddington, Croft C.
 Walker, Douglas R.
 Wallace, Neal J.
 Watson, Robert L.
 White, Frances J.
 Wimbiscus, William J.
 Wittman, George P.
 Wlodek, Michael A.
 Zangara, Frank J.
 Zogas, Sharon A.

County

Lake
 Cook
 Cook
 Kane
 Knox
 Woodford
 Jersey
 Cook
 Cook
 Fulton
 Madison
 Kane
 Boone
 Monroe
 DuPage
 Cook
 Hamilton
 Jo Daviess
 DuPage
 Rock Island
 Madison
 Macoupin
 DuPage
 Bureau
 Jersey
 Kane
 Cook
 Cook

Chicago Event:



ATG members and guests enjoyed an Architectural Tour aboard the *First Lady of Chicago*, on the Chicago River. The landmark Chicago Tribune building (in the background) was one of many discussed by the tour guide as part of Chicago's stunning skyline, rich in history and lore. Stories and symbols abound in many of Chicago's famous and not-so-famous buildings! Even the Chicagoans on board learned something about the history of their great city.



ATG member Carolyn Johnson and her husband, Eugene Johnson, South Holland, Illinois.

Donna and Mike Nordwall, ATG member, Peoria, Illinois.



ATG member Phil Tarallo, Schaumburg, Illinois, and Hank Shulruff, ATG Senior Vice President, Chicago, Illinois.

Brad Cohen, ATG agent with First Suburban Title, Orland Park, Illinois; Julie Hutchinson, guest; Mary Beth McCarthy, guest and wife of ATG member Kevin McCarthy, Tinley Park, Illinois.



ATG member Lee Plummer and his wife, Joan Plummer, Jerseyville, Illinois.

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St. Louis Event:



In a "Redbird Row" suite at the new Busch Stadium: Long-time member and a top issuer Rex Brown (third from left) with his wife Marilyn, Decatur, Illinois; ATG Senior Vice President Hank Shulruff (left); and ATG President Peter Birnbaum, Chicago, Illinois.



Cub fans at the pre-game cocktail reception: Gail and Richard Maggi, guests, with their hosts ATG member Dick Fiocchi and Lori Fiocchi, all from Spring Valley, Illinois.



From left: Rich Freeman, ATG member, Jacksonville, Illinois; David Little, ATG member, Quincy, Illinois; ATG Senior Vice President Jerry Gorman, Champaign, Illinois; and Bill Phares, ATG member, East Moline, Illinois.

Foreground: ATG member Tom Benedick, O'Fallon, Illinois, and ATG member Todd Parish, Jerseyville, Illinois, at the ATG Legal Education Program, *Real Estate Fundamentals*.



Guest Darin Duffin; Heidi Duffin and LaDonna Spate with ATG member, LandStar Title, O'Fallon, Illinois; and guest Chris Allen.



From left: Guests Michael and Jessica Stromske, Carrie and Ed Ehlers, Joan Payne, ATG member Todd Parish and his son Gabe Parish (in front); and ATG member Bill Strang (far right), all from Jerseyville, Illinois.

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cfm). This fee must be documented in the 1100 block of the HUD-1 Settlement Statement.

Liens (P.L. 78-2006)

HEA 1136: adds Chapter 12.5 to Indiana Code 32-28. Act effective on July 1, 2006.

Public Law 78-2006 permits a principal broker of commercial real estate to file a lien on real estate or an interest in real estate that is the subject of a purchase, lease, or other conveyance to a buyer or tenant, in the amount due for licensed services under a written agreement, contract, or other written instrument. For the lien to attach to the subject real estate or the interest in the real estate, the broker must file a notice of the lien before a conveyance or transfer is recorded, if the seller owes the fees or commission, or within 90 days after recordation if the buyer owes the fees or commission.

Public Law 78-2006 also articulates requirements of commercial real estate owners upon closing, which include providing notice of the closing to the principal broker(s) to whom the owner owes fees or commissions, as well as to the closing agent, title company, or title insurance agent involved in the transaction. In addition to providing

notice, the owner must also certify that the broker has received notice and has been paid in full.

Moreover, when the principal broker is due future commissions or fees upon the exercise of an option to expand leased property, renew or extend a lease, or purchase commercial real estate, the broker may record a 'Memorandum of the Lien' at any time after the execution of the written agreement that contains the rights to the future payment. This memorandum is not a lien against the real estate; rather, it is a notice of the broker's rights to the future commission. In this instance, notice is imputed to the purchaser or transferee of the subject commercial real estate. As long as the principal broker files the Memorandum before the deed of conveyance is recorded, the purchaser or transferee takes the commercial real estate subject to the right of the principal broker for future fees and/or commission.

Under Section 11, part (A), of the law, failure of the principal broker to commence foreclosure proceedings within a year of recording notice of the lien will extinguish the lien. Also, pursuant to Section 19, any party suffering a pecuniary loss resulting from an owner's violation of the notice or certification requirements may bring a civil action against the owner to recover actual damages, the costs of the action, and reasonable attorney's fees. If the owner's violation is found to be fraudulent, the court may assess treble damages against the owner.

ANNUAL WISCONSIN MEMBER APPRECIATION EVENT

*A Day at the
Ball Park*

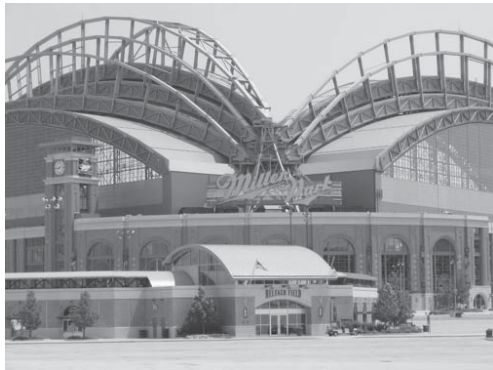


FRIDAY,
JULY 7, 2006

ATG® TAKES WISCONSIN MEMBERS TO THE BALLGAME

ATG invited Wisconsin members to Milwaukee's Miller Park for the 2006 ATG Annual Wisconsin Member Appreciation Event on July 7. The day began with the presentation, *Significant Issues Facing Real Estate Lawyers*, by Peter J. Birnbaum, ATG President and CEO, and Thomas G. Cullen, Managing Attorney - Wisconsin Operations. Topics included recent developments at HUD and proposed changes to the Real Estate Settlement Procedures Act, unauthorized practice of law, legal issues impacting affiliated business in real estate transactions, and a status report on ATG Wisconsin operations. Everyone then had dinner in one of the Miller Park party suites before enjoying the Brewers versus the Cubs game.

From left: Tom Cullen, Managing Attorney, ATG Wisconsin Operations, Madison, Wisconsin; Roman Reynolds, ATG Member Sales and Support Representative, Madison, Wisconsin; and John Pipal, ATG member, Dodgeville, Wisconsin.



Miller Park in the calm before the game.



From left: Tom Wakeman, ATG member, Lake Mills, Wisconsin; Hank Shulruff, ATG Senior Vice President, Chicago, Illinois; and Steven Roy, ATG member, Sauk City, Wisconsin.



Peter Birnbaum (right), ATG President, Chicago, Illinois with Jed Reynolds, guest of ATG member Tom Wakeman.



David Andrews, ATG member, and his wife Tamie Andrews, Plymouth, Wisconsin.



From left: Kendrick Franklin, guest, and Kyle Smith, ATG member, Middleton, Wisconsin.

Thursday	Friday	Saturday
5	6	7
12	13	14
19	20	21

CALENDAR

Check www.atgf.com for event details.

SEPTEMBER

- 4 Labor Day, *all ATG offices closed*
- 7 ATG Trust Educational Program: Basic Section 1031 "Starker" Tax-Deferred Exchanges; Holiday Inn, Rolling Meadows, Ill.
- 12 CFC Educational Program: Advanced Loan Origination; CFC Office, Lombard, Ill.
- ATG Educational Program: Real Estate Fundamentals Session 2: Basic Underwriting; Hilton Lisle/Naperville, Lisle, Ill.
- 15 ATG Educational Program (followed by cocktail reception, in conjunction with ATG Illini Tailgate): Harold Levine Real Estate Institute – Where is Your Real Estate Practice Going?; Hawthorn Suites, Ltd., Champaign, Ill.
- 16 ATG Illini Tailgate; Memorial Stadium, Champaign, Ill.
- 21 ATG Educational Program: Basic Title Insurance Coverage (Fundamentals); Radisson Paper Valley Hotel, Appleton, Wis.
- 26 ATG Trust Educational Program: Basic and Advanced Section 1031 "Starker" Tax-Deferred Exchanges; Crowne Plaza, Springfield, Ill.

OCTOBER

- 3 ATG Trust Educational Program: Basic and Advanced Section 1031 "Starker" Tax-Deferred Exchanges; Radisson on John Deere Commons, Moline, Ill.

- 4 CFC Educational Program: Basic Loan Origination; CFC Office, Lombard, Ill.
- ATG Educational Program: Real Estate Fundamentals Session 2: Basic Underwriting; Hilton, Oak Lawn, Ill.
- 11 ATG Educational Program: Real Estate Fundamentals Session 2: Basic Underwriting; Starved Rock Lodge and Conference Center, Utica, Ill.
- 14 ATG Educational Program: Navigating a Real Estate Transaction; Chicago-Kent College of Law, Chicago, Ill.
- 17 ATG Trust Educational Program: Basic and Advanced Section 1031 "Starker" Tax-Deferred Exchanges; Four Points by Sheraton, Fairview Heights, Ill.
- 19 Annual Shareholders' Meeting/ATG Chicago Office Open House/Peter Birnbaum 25th Anniversary; One South Wacker, Chicago, Ill.
- 24 ATG Trust Educational Program: Basic and Advanced Section 1031 "Starker" Tax-Deferred Exchanges; Madison Marriott West, Middleton, Wis.

THE ATG CONCEPT is published monthly by Attorneys' Title Guaranty Fund, Inc. ■ P.O. Box 9136 ■ Champaign, IL 61826-9136. ■ Inquiries may be directed to Mary Beth McCarthy, Senior Manager, Corporate Communications, or Tania M.S. Stori, Senior Underwriting Attorney. ■ Back issues may be obtained by calling the Order Department at 800.252.0402, or 217.359.2042, ext. 2114. © 2006 Attorneys' Title Guaranty Fund, Inc. ■ "ATG," "ATG" plus logo, and "the ATG concept" are marks of Attorneys' Title Guaranty Fund, Inc. and are registered in the U.S. Patent and Trademark Office.



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