ATTORNEYS' TITLE GUARANTY FUND, INC.

the ATG concept®

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2006 NOVEMBER-DECEMBER VOLUME 30 PAGE 41

ARTICLES

MENTAL COMPETENCE

A common problem in smaller law practices is identifying whether a given client is mentally competent to handle a specific business transaction. This problem is further complicated by the many different standards for each type of transaction. Once the rule is set forth to determine the required mental capacity for the given transaction, it is often difficult to determine how a court will apply the rule, and what evidence of mental capacity will be admissable. Below is an explanation of the standards to determine the mental capacity required to make a contract, will, and deed. The standards are followed by a few cases exemplifying the application of the standards. Finally, a few suggestions are offered to determine whether a client is in fact mentally competent. Undue influence and mental competency are often argued together. This article, however, addresses only the issue of mental competence.

Capacity Required to Make a Contract

To make a valid contract, each party must have sufficient mental ability to appreciate the effect of the transaction, and be able to exercise his or her will with respect to the contract. *Thatcher v Kramer*, 347 Ill 601, 180 NE 434 (Ill 1932); *Mahin v Soshnick*, 128 Ind App 342, 148 NE2d 852 (Ind Ct App 1958); *Hauer v Union State Bank of Wautoma*, 192 Wis 2d 576, 532 NW2d 456 (Wis Ct App 1995). Further, "[w]here mental weakness of one party to a transaction, not of itself sufficient to destroy capacity, is accompanied by undue influence, inadequacy of price, advantage taken of pecuniary necessities, ignorance, and want of advice, misrepresentations or concealment, and the like, a contract or conveyance procured under such combined conditions will be defeated or set aside. It is not simply a presumption of invalidity which thus arises, but the presumption has become established." *Thatcher v Kramer*, 347 Ill 601, 180 NE 434 (Ill 1932). However, "[p]ersons of mature age are presumed to be sane and mental incompetency cannot be inferred merely from old age." *Matter of Neprozatis' Estate*, 62 Ill App 3d 563, 378 NE2d 1345, 19 Ill Dec 470 (1st D 1978). Finally, "[t]he burden of proving mental incapacity at the time of a transaction ... is upon the party who seeks to set aside the transaction." *Matter of Neprozatis' Estate*, 62 Ill App 3d 563, 378 NE2d 1345, 19 Ill Dec 470 (1st D 1978). As is evident, stating a test for the mental capacity necessary to contract is not difficult. However, the problem arises in applying this test to a given set of facts. The following are examples of the application of the mental competency test in Illinois.

In *Freiders v Dayton*, 61 Ill App 3d 873, 378 NE2d 1191, 19 Ill Dec 316 (2nd D 1978), a woman agreed to a contract to sell her house. The woman had recently suffered from a stroke, lapses of memory, slurred speech, weakness, and some periods of confusion. At trial, a doctor who had known the woman for years and visited with her the day before the transaction testified that he did not think she was competent. However, at the time the contract was signed, the real estate agent read the agreement to the woman and the woman stated "you have said that already" when the agent repeated anything. Further, there was testimony from the niece of the woman that the woman had told her that she understood she would not be able to return to her house if it were sold. The court here held that these factors were enough to demonstrate that the woman understood the nature and consequences of her actions.

WEBSITE UPDATES

REMINDER: REQUEST PRIOR POLICIES ON-LINE

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ATG TRUST
COMPANY

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 *Curry v Curry*, 31 Ill App 3d 972, 334 NE2d 742 (4th D 1975), a woman sought to set aside a property settlement that was the result of a divorce. She argued that she was not competent to agree to this settlement because of drug use and severe emotional and physical distress that was resulting in delusions. The court stated that "not every insane delusion will avoid an instrument, but only such delusions as are directly connected with the subject matter of the transaction sought to be invalidated." Here, it was found that the woman's distress was directed at her husband. Testimony from a psychiatrist revealed that the woman had discussed the financial transaction and the results of it. Therefore, the court held that the drug use and delusions did not affect the property settlement and thus the woman was competent.

Capacity Required to Make a Will

The mental capacity required to make a will is slightly different than that required to make a contract. "Testamentary capacity requires that the person making the will have sufficient mind and memory to understand the particular business in which he is engaged, to know the natural objects of his bounty, to know the character and extent of his property, and to make disposition of said property according to a plan formed in his own mind." *In Re Estate of Ciesiolkiewicz*, 243 Ill App3d 506, 611 NE2d 1278, 183 Ill Dec 630 (1st D 1993); see generally *Farner v Farner*, 480 NE2d 251 (Ind Ct App 1985); In Re Mullan's Will, 140 Wis 291, 122 NW 723 (Wis 1909). Similar to the requirements to make a contract, "[i]t is well established that the law presumes every person sane until the contrary is proved; thus the burden of proof rests on the party who asserts the lack of testamentary capacity." *Id.* at 1283. Again formulating a test for competency to make a will is not difficult, the following exemplifies this test in practice.

In Re Estate of Roeseler, 287 Ill App 3d 1003, 679 NE2d 393, 223 Ill Dec 208 (1st D 1997), involved a stepdaughter who was left out of her father's will. The decedent had no biological children; the stepdaughter was the only beneficiary in two previous wills. In the final will, which was contested, the stepdaughter was not a beneficiary. Instead, the beneficiaries were relatives of the drafting attorney. The stepdaughter argued, *inter alia*, that the father was not mentally competent to make a will. The sister-in-law of the father testified that the father lived in filth and squalor as he got older and that he was senile and incompetent as was evident from his rambling during conversation and inability to make a sound judgment. Evidence was also presented that the father did not mention to the drafting attorney that he had a stepdaughter or that he was ever married. The court held that these factors demonstrated that the father did not know the natural objects of his bounty and could not form a plan of disposition and thus he was not competent to make a will.

Capacity Required to Make a Deed

Generally, "an individual who (1) is capable of understanding the nature and effect of his acts, and of comprehending his own interests, and (2) is exercising his own will is capable of executing a valid deed." *In Re Estate of Cunningham*, 207 Ill App 3d 72, 565 NE2d 301, 152 Ill Dec 59 (4th D 1990); *Keplinger v Ward*, 116 Ind App 517, 65 NE2d 644 (Ind Ct App 1946); see generally *First Nat. Bank of Appleton v Nennig*, 92 Wis 2d 518, 285 NW2d 614 (Wis 1979). The *Cunningham* court further stated "that in order to sustain a deed, it must be established that when the grantor executed the deed, he had the mental ability to cope with an antagonist and to understand and protect his own interests." *Id.* at 78. Finally, as with the above, "it is generally presumed that the grantor of a deed was of sound mind, and the party seeking to have the deed set aside has the burden of establishing otherwise." *Id.* at 77. Below are a few examples of situations where the capacity to make a deed was brought into question.

In *Eslick v Montgomery*, 3 Ill App 3d 447, 278 NE2d 412

(2nd D 1972) an elderly woman conveyed her farm (a substantial portion of her estate) to herself and her adult child in joint tenancy to the exclusion of her other adult children. The excluded children brought an action to set aside the conveyance because the elderly woman did not have the competence to make a deed. They argued that the woman "during the six-month period preceding her death, appeared thin and frail. For many years, she had been suffering from poor eyesight and poor hearing. She suffered from diabetes and hardening of the arteries. She used a cane to walk on most occasions. Her mind would also wander on occasions." The excluded children argued that all these factors added up to mental incompetence. However, when the elderly woman made the conveyance, she met with an attorney. The attorney testified that he sat next to her and explained that by creating the joint tenancy that the entire farm would be left to just the named child if anything happened to her. The attorney then testified that the woman stated "[t]hat's the way it should be; he has been working the farm and taking care of me." The court held that this was enough to demonstrate that the woman understood the nature and consequences of her actions and was thus competent.

Redmon v Borah, 382 Ill 610, 48 NE2d 355 (Ill 1943), involved an elderly couple that executed a mineral rights deed. One of the daughters of the couple brought an action to set aside the deed due to lack of mental capacity. During the trial, 21 witnesses testified that after the husband suffered a stroke (around five years before the deed) he became moody, irritable, reclusive, and childish, that he did not talk very much, that he appeared dazed, his speech was slow, thick, and incoherent, and he walked with a shuffling, halting gait. He was very forgetful, seldom could remember the articles such as groceries he was to buy and could not recognize people he knew. Some witnesses testified he inquired about the location of the bank, which had been closed for over a year. Others testified to having seen him conduct himself in an inappropriate manner in public places. The court also mentioned that there was inadequate consideration for the deed.

However, there were seven or so other witnesses who testified that the husband was able to conduct his own business affairs. In fact, evidence was admitted that the husband conducted numerous business affairs after the stroke: renting his farm; collecting the rents; purchasing the family necessities; and issuing checks in payment of things purchased.

The trial court found that this evidence was not enough to set aside the deed for lack of mental capacity stating that "[p]roof of old age, partial mental impairment, poor memory, excitability, irascibility, intermittent despondency, eccentricity, and the childishness which may accompany advanced age, are not sufficient to set aside a deed where it is shown that the grantor had sufficient mental capacity to comprehend the nature of the transaction and to protect his own interests."

In *Barth v Gregory*, 79 Ill App 3d 510, 398 NE2d 849, 34 Ill Dec 858 (3rd D 1979), an elderly man executed a deed conveying his farm. The conservator of the man's estate brought an action to set aside the deed due to lack of mental competency. Throughout the trial, multiple doctors testified that the elderly man suffered from various physical impairments. One doctor testified that the elderly man had diabetes mellitus, generalized arteriosclerosis, and cerebral arteriosclerosis, which was causing a mental senility manifested by a lack of orientation as to time and place. The doctor further stated that the elderly man did not know the month, date, or year, he was unable to tell the doctor the name of the president of the United States, and in fact stated that there had been no president since the assassination of John F. Kennedy. Another doctor testified that although the man's consciousness was not impaired, he was disoriented as to time and place, and that his memory, particularly his recollection of immediate events, was also grossly impaired. This doctor also stated that the elderly man could not perform rudimentary calculations.

Finally, one of the defendants (the beneficiary of the deed) even testified that he had known the man for a while and that the man's house was dirty, dishes were scattered over the floor in the kitchen, and located just outside of the house was a big pile of garbage. Further, the floors of the house were full of human excrement, particularly the floors in the kitchen and the main bedroom. Human waste could also be found outside of the house. Two interested witnesses (the man's agent and the drafting attorney) then testified that they saw the elderly man on the day of the deed and stated that he was lucid and competent. They further stated that they read the deed and explained it to the man. The court balanced these factors and stated that the case hinged on the credibility of the two interested witnesses. The court held that the testimony of these witnesses contradicts the testimony of several other disinterested witness and was thus not credible. The man was therefore held to be incompetent.

Guidelines

The above cases demonstrate several guidelines that can be used when advising a client to avoid a transaction that could be set aside for lack of mental capacity. As the cases applying the test for mental capacity to make a contract demonstrate, if an attorney explains the transaction and consequences to the client and the client demonstrates that he or she understands them, then the client will usually be found to be competent. This is usually true regardless of age, mental impairment or drug use and insane delusion. However, these factors will be given their due weight.

This is also evident in the deed cases. The *Eslick* and *Redmon* cases coincide with the contract cases in that where there is evidence that the grantor could transact business, the deed stands. The *Barth* case demonstrates

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Illini Tailgate Weekend

September 15-16, 2006
Champaign, Illinois
U of I vs. Syracuse

Nearly 400 ATG members and guests enjoyed this year's ATG Illini Tailgate Weekend in Champaign on a beautiful weekend in September. ATG members and staff also attended the ATG Educational Program: *Harold Levine Real Estate Institute: Where is Your Real Estate Practice Going?* followed by a cocktail reception, Friday, September 15.

It was perfect football weather for members, staff, and guests who attended our Saturday tailgate before the U of I vs. Syracuse game. Once again the U of I Steel Band and Marching Band entertained under the tent.

See more photos and order prints from the ww.atgf.com—click "Photo Gallery and Order Form" on the member section home page. (Contact Suzy Auteberry, 217.403.0130 or sauteber@atgf.com, if you need your login ID and password.) Active members: Your first print (up to 5x7) is free!



Harry E. Stirmell, Title Insurance Supervisor, State of Illinois Department of Financial Institution (Springfield, Ill.), addresses the *Harold Levine Real Estate Institute, Where is Your Real Estate Practice Going?* attendees on Friday. Mr. Stirmell's segment included *The Title Insurance Act and Agency Compliance*. There were several other speakers and topics: Peter Birnbaum, ATG President and CEO (Chicago, Ill.), *Regulatory Issues and the Unauthorized Practice of Law*; Jerry Gorman, ATG Senior Vice President (Champaign, Ill.), *New ALTA Policies*; August Butera, ATG Senior Vice President (Chicago, Ill.), *Fraud: A Growth Industry*; and Sam Levine, ATG member (Chicago, Ill.), and Greg Miely, ATG Senior Underwriting Attorney (Champaign, Ill.), *Case Law and Legislative Update: A Top Ten List*.



Seated: Naomi Schuster, ATG Board of Directors (Palos Heights, Ill.), and Sam Levine, ATG member (Chicago, Ill.); standing: Lisa Wojnarowski, Richard Wojnarowski, ATG member (Worth, Ill.), Lisa Wojnarowski, and Janet Hassakis (Mt. Vernon, Ill.).



From left: Dan Bonis, an ATG top member (Hoffman Estates, Ill.); Nick Brandt, ATG Document Scanner (Champaign, Ill.); June Mann, guest; and Mike Brandt, ATG Vice President - Claims and Legislation (Champaign, Ill.).



Front row, center: Suzy Auteberry, Administrative Assistant, Corporate Communications (Champaign, Ill.) and back row left: Mindy Karcher, Underwriter, Legal-Underwriting (Champaign, Ill.) with their guests.



Amanda and Edward Austin, guests; Carolyn Dystrup, guest; Andy Dystrup, ATG Board member (Joliet, Ill.); Jerry Gorman, ATG Senior Vice President; Jane Austin, guest; and Bill Austin, ATG Board Chairman (Effingham, Ill.).



August Butera, ATG Senior Vice President and General Counsel (Chicago, Ill.) and family.



The UI Steel Band performed at the ATG Illini Tailgate, September 16, 2006, Champaign, Illinois.



From left: Bill Strang, an ATG top member (Jerseyville, Ill.); Gloria Strang, guest; and Illini Tailgate planner Susan McLane, ATG Clerical Manager and Meetings Director (Champaign, Ill.).

Photos taken by Ed Sudlow, ATG Corporate Communications Department.



The Marching Illini performed at the ATG Illini Tailgate.



The Rex Brown party: (seated) Renee Rapp, guest; Brad Brown, guest; and Carol Rayhill, guest; (standing front) Marilyn Brown, guest; Dana Brown, guest; and David Rayhill, guest; (standing back) Shele Craig, guest; Ashley Rapp, guest; and Rex Brown, an ATG top member (all from Decatur, Ill.).



Seated: Guests Dean Alton, Donna Alton, Charlotte Lindner, and Gloria Wilcoxen; standing: Brandon Alton, guest; Cody Emmons, guests; Blake Lindner, an ATG top member (Havana, Ill.); and Shirley Irwin, guest.



From front to back: Guests Savannah Walker, Victoria Hanson, Barb Montgomery, and Tom Montgomery, ATG member (Cambridge, Ill.).



Barbara and Robert Ohlsen, ATG member (Decatur, Ill.).



Tami and Jeff Grotevant, ATG member (Kankakee, Ill.).



From left: Appellate Judge Tom Appleton (Springfield, Ill.); Associate Circuit Judge Brian McPheters (Urbana, Ill.); Jerry Gorman, ATG Senior Vice President - Downstate Operations (Champaign, Ill.); and Rex Brown, an ATG top member (Decatur, Ill.).

Shelley Reynolds, ATG Manager - Business Development (Madison, Wis.), and Roman Reynolds, Representative, Member Sales and Support (Madison, Wis.).





Diane and Ward McDonald, ATG Board member (Champaign, Ill.).



Laura Wittrock, ATG Senior Manager - Finance (Champaign, Ill.) and Mona Stevens, ATG Vice President - Human Resources (Champaign, Ill.), staff the registration table at the ATG Illini Tailgate.

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the enormous amount of evidence that is necessary to set aside a deed. However, in that case the court stated that the grantor was found incompetent because of the lack of credibility of the witnesses attesting to his ability to attend to business affairs. This indicates that had the witnesses been credible, the outcome would have been different even taking into account all the other facts. Thus, preserving credible evidence of a grantor's competency is important in cases where it could be called into question.

For wills, the test is not as general as that applicable to deeds and contracts. Instead, there are very definite requirements as is demonstrated by the case. If these requirements are met, then the will won't be set aside for lack of competence.

The following general steps can be taken to determine a client's competence:

1. Check medical background and possible medications;
2. Have a witness present and review each document and explain the consequences to the client, identifying any unusual choices the client has made and confirming the client's reasons for making them;
3. Converse with the client about the transaction so the witness can see the capacity;
4. Consider videotaping or audio taping the conversation, as disinterested and credible proof of the client's competence; and
5. Document all meetings and transactions.

Conclusion

The above guidelines are a good safety net for determining the mental capacity of a client. However, these guidelines are not absolute and attorneys must use discretion if a client demonstrates characteristics consistent with mental incompetence. The lack of concrete guidelines and laws for determining competency results from balancing an individual's right to enter into a contract and the public interest of not allowing mentally incompetent persons to be taken advantage of. The above cases offer several examples of courts engaging in this balancing test. The result is a case-by-case analysis of mental competency that gives great weight to the specific facts of each individual case. Thus it is important to follow the above guidelines to establish a good record of a client's activities. If a good record is established, it is more likely the court will give greater weight to those facts and find a client competent.

LEGISLATIVE UPDATES

ILLINOIS:

Deeds; Recording

P.A. 94-0823 (S.B. 2569): Bill added section 55 ILCS 5/3-5046 and amended section 30 ILCS 805/8.30. Effective January 1, 2007.

The bill adds a requirement for quitclaim deed notification in counties of 3,000,000 or more residents. When a quitclaim deed is filed or recorded, the recorder of deeds must send notice in the form of a postcard to the previous owner of record, stating that a newly recorded quitclaim deed has been recorded on the property. The notice must include the recording date of the quitclaim deed and the address of the recorder's office, and may include any other necessary information. The bill expressly recognizes the notification requirement as a limitation on home rule powers.

Mortgages; Fraud

P.A. 94-0822 (S.B. 2349): Bill creates 815 ILCS 505/27, called the "Mortgage Rescue Fraud Act." Effective January 1, 2007.

The Mortgage Rescue Fraud Act (the Act) articulates the terms that are required in every contract between the owner of a distressed property and a distressed property consultant, as well as the terms that must appear in contracts pertaining to the conveyance of distressed property. Further, this Act provides civil remedies to aggrieved parties for violations of the Act.

Under the Act, a contract with a distressed property consultant must fully disclose the nature of the services provided, along with the total amount and terms of compensation. Additionally, the owner of the distressed property must be given a notice saying that he or she will not be obligated to pay the consultant until the contract work is completed. Further, this contract must also contain a notice of the owner's right to cancel, which runs until the consultant's performance is completed. Prepared by the consultant and attached to the contract, the consultant must also provide a fill-in-the blank form that allows the owner to cancel the contract. Under the Act, effective cancellation occurs by filling out and mailing the attached form, or when the owner provides the consultant with any other written notice expressing a desire to terminate the contract.

If the contract with a distressed property consultant includes a provision requiring the owner to convey the property to the consultant, then it must contain the names of the parties, the address of the property, a notice of the right of cancellation and a complete description of the

terms of payment, as well as a description of any pre- or post-sale services the purchaser will provide for the owner. This contract must also contain a written notice that provides the owner may not sign any deed or document until after the right to cancel the contract of conveyance has terminated. Further, if the purchaser is to convey title to the consultant, the contract must contain the following statement: "NOTICE REQUIRED BY ILLINOIS LAW: As part of this transaction, you are giving up title to your home."

Under the Act, the owner has the right to cancel a contract of conveyance of distressed property until midnight of the fifth business day following the day on which the owner of the distressed property signs a valid contract or until 8 a.m. on the last day of the redemption period under the Illinois Mortgage Foreclosure Law or the Property Tax Code, whichever occurs first. Cancellation may be done in writing, or by filling out and mailing the notice of cancellation form that was provided by the purchaser and attached to the contract for conveyance. Additionally, a distressed property purchaser must record the contract with the recorder in the county where the distressed property is located within ten days of its execution, as long as the contract had not been cancelled.

The Act also explains conduct of distressed property consultants and purchasers that violates the provisions of the Act. Specifically, it contravenes the Act for a purchaser to enter into a sale back to the owner unless the owner has demonstrated a reasonable ability to pay, or to cause the property to be encumbered without the knowledge or permission of the owner. Any intentional violation constitutes criminal mortgage rescue fraud and is subject to criminal penalties.

Lastly, the Act states that any violation constitutes unlawful practice under the Consumer Fraud and Deceptive Business Practices Act; accordingly, the same remedies and penalties are available.

Please note that the amendment to section 40(d), which provided that conveyances under unrecorded contracts are void *ab initio*, did not make the final version of the Act, thus limiting the risk to title companies insuring a *bona fide* purchaser for value who purchases from a distressed property purchaser.

WISCONSIN:

Deeds; Decedents' Estates

2005 Wisconsin Act 206 (2005 AB 650). Enacted March 27, 2006.

This act renumbers Section 705.20 of the Wisconsin Statutes, amends Sections 863.27, 865.201 (1), 867.046 (1m), 867.046 (2) (intro.), 867.046 (2) (j) and 867.046 (2m), and creates Sections 77.25 (10m), 77.25 (11m), 705.15, 706.001 (2) (bm) and 867.046 (1) (c) of the Wisconsin Statutes.

This act creates Section 705.15 of the Wisconsin Statutes, which allows an interest in real property that is solely owned, or owned by spouses as survivorship property, or owned as joint tenants by two or more people, to be transferred without probate to a designated *transfer on death* (TOD) beneficiary at the death of the sole owner or the last of the multiple owners. To designate a TOD or *pay on death* (POD) beneficiary, the owner(s) may indicate the interest on the deed by naming the beneficiary and including TOD or POD abbreviations or phrases after the name of the owner(s) and before the name of the beneficiary.

The deed naming the TOD beneficiary must be recorded for the TOD designation to be effective, and the latest recorded deed to articulate a TOD beneficiary or no beneficiary revokes any previous designation made in a recorded deed relating to the same property interest. Further, the TOD beneficiary does not affect ownership of the property until the owner's death, and it may be cancelled or changed by the sole or remaining owner(s) at any time without the consent of the beneficiary. With the death of the sole or last owner, the interest in the property passes, subject to any lien or encumbrance, to the designated TOD beneficiary or beneficiaries. If no beneficiary is named or if the beneficiary's death pre-dates the owner's, the interest in real property passes to the estate.

No real estate transfer tax will apply to changing a deed when the sole purpose of the change is to designate a TOD beneficiary under Section 705.15 of the Wisconsin Statutes. Section 863.27 of the Wisconsin Statutes, the section that governs, was amended to require that the findings of fact that support a final judicial judgment of a decedent's estate shall confirm any TOD interests in the property.

The act also makes certain additions and amendments to Section 867.046 of the Wisconsin Statutes, probate and summary confirmation of interest in property, as follows:

- Upon the request of the decedent's spouse or other beneficiary, including a TOD beneficiary, the court shall issue a certificate setting forth the fact of the decedent's death, the termination or transfer of the decedent's interest in the property, the interest of the beneficiary in the property, as well as any other relevant facts.
- A surviving spouse or beneficiary, including a TOD beneficiary, may obtain evidence of the termination of the person's interest and confirmation of their interest by providing the Register of Deeds for the county in which the real property is located with a certificate of death for the decedent, as well as a copy of the deed that creates the TOD interest.
- If a personal representative, spouse, or TOD beneficiary of the decedent fails to commence proceedings confirming his or her interest in the real property within 90 days of the decedent's death, any person may petition or apply under Section 867.046 to have an interest determined.

CALENDAR

Check www.atgf.com for event details.

NOVEMBER

2 ATG Educational Program: Harold Levine Real Estate Institute: Where is Your Real Estate Practice Going?; The Conference Center - UBS Tower, Chicago, Ill.

8 CFC Educational Program: Advanced Loan Origination; CFC Office, Lombard, Ill.

ATG Educational Program: Real Estate Fundamentals Session 1: Basic Title Insurance Forms and Title Examination Procedures; Westin Chicago North Shore, Wheeling, Ill.

9 ATG Educational Program: Real Estate Fundamentals Session 2: Basic Underwriting; Hamilton's 110 North East, Jacksonville, Ill.

11 ATG Trust Educational Program: Basic Section 1031 "Starker" Tax-Deferred Exchanges; Hilton Lisle/Naperville, Lisle, Ill.

14 ATG Trust Educational Program: How to Be an Even Better Trusted Adviser; Westin Chicago North Shore, Wheeling, Ill.

23 Thanksgiving Day, *all ATG offices closed*

24 Day after Thanksgiving Day, *all ATG offices closed*

DECEMBER

6 CFC Educational Program: Basic Loan Origination; CFC Office, Lombard, Ill.

7 ATG Holiday Reception; Chicago Cultural Center, Chicago, Ill.

25 Christmas Day, *all ATG offices closed*

JANUARY 2007

1 New Year's Day, *all ATG offices closed*

10 CFC Educational Program: Advanced Loan Origination; CFC Office, Lombard, Ill.



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