

TITLE NEWS

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OFFICIAL PUBLICATION

AMERICAN TITLE ASSOCIATION



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A LETTER



from

THE PRESIDENT

June 27, 1960

Dear Friends:

A recent letter from Detroit ATA Headquarters gave me a graphic description of the packing cases, suitcases, and frame of mind—occasionally approaching “mental-cases”—that are involved in the move to Washington, D.C. Anybody who has ever moved can appreciate the amount of planning and work that is going on there now.

Mr. Meredith “R” Smith is a timely addition to our Headquarters Staff. He not only came in for his share of the move, but it is even more important that he can go through the “shake down” period in the new office, all of which will make him a veteran faster than anything else could. Welcome to “Meredith R.” (no relation to “Joseph H.”), and our thanks to the entire office force. We hope to see you soon in Washington.

The Title Industry can point with pride to the article that George Rawlings wrote on “What Lenders Should Know About Title Insurance”, which was published in the May, 1960 issue of “Burroughs Clearing House” (See this issue of “Title News”). It is an important step in our progress toward enlightening the public on the services that our business offers. There is certainly no need to comment on the pre-eminence of the author in our business, or his constant efforts in behalf of the American Title Association—through the years and now as Vice President.

I have been to the Illinois, Oregon and Colorado Title Association meetings, and I can only repeat that what impresses me most is the high character and great cordiality of our membership. This impression is the more remarkable because it grows stronger with every meeting I attend.

Sincerely,

A handwritten signature in cursive script that reads "Lloyd Hughes". The signature is written in dark ink and is positioned below the typed name.



TITLE NEWS

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Features

- What Lenders Should know About Title Insurance..... 2
George C. Rawlings
- "A Really Bad Title"..... 5
Frank K. Stevens
- Surveys, Do or Don't—Will or Won't..... 8
T. D. McCullough
- Life Insurance Helps Title Insurance..... 18
McCune Gill
- Micro-Film Take-Offs..... 19
William E. Shedd
- Photocopy Methods in a Small Abstract Plant..... 21
A. L. Winczewski

Departments

- A Letter From the President..... Inside Front
Cover
- On the Cover..... 12
- In Memoriam..... 17
- Meeting Timetable..... 23
- In the Association..... 24

What Lenders Should Know About Title Insurance

by

George C. Rawlings

Vice President, American Title Association

President, Lawyers Title Insurance Corporation, Richmond, Virginia

On page 44 of the May, 1960 issue of Burroughs Clearing House Magazine, there appeared this concise, interesting summary of the advantages of title insurance for mortgage bankers and other lenders. Originally entitled, "Title Insurance Is Two Things," the information contained in Mr. Rawlings' treatise is certain to create a favorable impression to the magazine's 113,648 readers. It is reprinted here with the permission of Burroughs Clearing House editors.

Since 1876, when the first title insurance company was organized in Philadelphia, Pennsylvania, until today, when there are some 160 title insurance companies insuring titles to real estate in every state in the Union, and in Canada, Puerto Rico and the Virgin Islands, no one has ever concisely and completely defined title insurance.

What, then, is title insurance? Basically, it is two things: it is service, and it is protection. Thousands of mortgage lenders and property owners can define it in terms of personal experiences when they were faced with the prospect of title losses.

These experiences usually are entirely personal, for there is rarely anything spectacular about a title loss—so newsworthy drama that is editorially appraised as from page news. When a title loss is established, there is, at most, nothing more spectacular than the usual assemblage of interested parties in an otherwise deserted courtroom. Seldom is the public interested because it does not understand.

Many times a year, that same mundane scene is re-enacted. The characters change, the plot may differ, but ultimately someone wins—someone loses. Many times a year, title insurance companies protect their insureds from financial loss whether they win or lose the case. The insured loser is reimbursed, up to the full face value of the policy, for any loss of title suffered. **In addition** all legal fees and expenses incurred in the defense of title are borne by the title insurance company. Of course, where

the attack on the title fails, the title insurance company has still borne the entire expense of the suit.

The repetition of that courtroom scene stems primarily from two sources: The root can be a pure mis-



GEORGE RAWLINGS

take or a deliberate fraud. Either of these may be apparent on the record or undiscoverable by even the most astute title examiner.

A case in point is that of a banker who was recently served with a summons and complaint naming his bank as a co-defendant in a suit brought against an insured property owner to set aside the sale of property to him by the bank acting as trustee under a will. The plaintiff, a relative of the testator, claimed that no title to the property could be passed under alleged improper procedures employed by the bank, and, most important, because of fraud and conspiracy committed by and between purchaser and trustee. Obviously the suit was based on a difference of opinion in the interpretation of law and fact.

Insurance Defends

Of little comfort to the banker were the facts that the bank's attorneys had carefully reviewed the procedures and the banker had complete confidence in the honesty of his associates. Of greater comfort to him was the knowledge that the title to the property was insured and, with the title insurer satisfied no fraud was involved, the defense would be handled by lawyers in consultation with title insurance specialists.

The banker's confidence in his lawyers, his associates and title insurance was proved justified when two years later the validity of both the sale and the title conveyed were upheld by the court. That banker probably doesn't know that the title insurance company expended almost \$15,000 in attorneys' fees and legal expenses while establishing title in its insured and, in the process, assuring the banker's peace of mind.

Such actions involving real estate titles are much more commonplace than is generally realized by those outside of the title industry.

The defense of titles is one of the service aspects of title insurance quite fully appreciated by mortgage lenders. But defense is the ultimate service performed by a title insurance company whose service to the insured begins, actually, with the placement of an order for title insurance.

The services performed by title insurance, not spelled out in the terms of the policy, are wrapped up in these facts: (1) Title insurance speeds transactions; (2) it is convenient to use; and (3) it is the most practical evidence of title ever devised.

A mortgage policy issued to a lender becomes an owners policy if he should be forced to take title to the mortgaged property.

Marketability of title is of prime importance to a mortgage lender. Attorneys are bound by the very nature of their profession to take the strictly legal and often technical view of the marketability of title to real estate. In fact, many attorneys are unwilling to pass judgment on the marketability of title. For this reason, an attorney's opinion often includes all of the technical objections he has found in his examination of the title.

It is one of the functions of a title insurance company to expedite the consummation of a transaction—a process which includes the elimination of hyper-technical objections to a title.

A good example of this function involves a property recently considered by a bank for a mortgage loan. A lawyer examined the title and reported to the title company the existence of an unpaid assessment and the possibility of three deeds of trust. At this point, if the banker had relied upon this report, he could not have lent anything on the security of the property. However, he used title insurance regularly and the title insurance company determined to its satisfaction that the assessment had been barred by statute and that none of the three deeds of trust were, in fact, liens on the subject property. The title policy was issued, the lender completed his transaction: technicalities were eliminated and a loan was facilitated, in fact, saved.

Utmost Convenience

The service to lenders rendered by the convenience of title insurance is apparent. Besides the insuring clauses which include insurance to the lender that he shall sustain no loss if his lien is not, in fact, a first and prior lien against the property, a title in-

insurance policy describes the property covered, describes the security instrument and sets forth, for practical purposes, the status of the title by expressly listing exceptions, if any, to the identification assured by the policy. In other words, in the policy the lender has assembled all practical information he needs concerning the status of the title to the security of his loan—no abstract need be retained by the lender.

The practicality of title insurance is best demonstrated by the fact that it is the only evidence of title which, when issued by a substantial company, is always accepted and generally preferred by national lenders and by attorneys representing purchasers of real estate. This general acceptance is of extreme importance to local lenders when, as frequently happens, the sale of a block of loans becomes important. And it is just as important when a lender is faced with a resale of property after he has taken title by foreclosure. With title insurance, real estate and mortgages have a degree of marketability impossible to obtain without it.

Changing conditions—and changing thinking within the mortgage lending field—highlight the adaptability of the title insurance industry. One of these areas is in the extension of protection to both owner and mortgagee.

It is common knowledge that the title insurance policy issued to a mortgagee is one of diminishing and, finally, extinguishing liability. It affords no protection to the owner. Under a mortgagee policy, as the equity of the borrower increases, the risk of the lender and the liability of the insurer decreases. As mortgagees carefully appraised this situation they began to feel that full service to their borrowers should include insistence on the owner being protected, too. The title insurance companies accomplished this, at a premium rate advantage, by simultaneously issuing an owner's and a mortgagee policy, or by issuing a single policy, in the full amount of the purchase price of the property, which protects both the lender and the borrower in the

amount of the interest of each in the property. In this latter form, when the mortgage is liquidated the policy becomes an owner's policy with protection extending in the full face amount to the owner so long as he or his heirs have any interest whatsoever in the property.

Another recent trend—an unpleasant one that is affecting all segments of business—is making title insurance increasingly important.

Within the past few years there are many cases where the multiple speculations of individuals somewhere within the process of title transfer have cost lenders and/or title insurance companies amounts ranging from more than a quarter of a million dollars (how much more, we don't know) down to several thousand dollars.

Probably the most outstanding of these cases was created by one man, an outstanding pillar of his community, who manipulated a series of forged transactions to the point where banks, savings and loan associations and life insurance companies from New England to the Gulf of Mexico found themselves with hundreds of thousands of dollars invested in worthless mortgages. Title insurance covered some \$260,000 of the combined losses but lending institutions not requiring title insurance suffered losses totaling many thousands of dollars more. That is just one example, there are many similar cases and the volume seems to be growing as modern-day pressures increase.

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"A Really Bad Title"



by Frank K. Stevens, Brazoria County Abstract Company,
Angleton, Texas

From the wide-open spaces in Texas, where everything is big, comes this horrible example of a really bad title. It is an excerpt from a panel presentation at the Houston Regional Meeting of the Texas Title Association on March 19, 1960.

The following is a copy of a paper written by Mr. Stevens, and read to title men at a convention held at Atlantic City, as a part of a panel showing the value of title insurance, and in response to the Moderator's question which stated as follows:

QUESTION: "I live in a small county and I know everybody and they all know me. We never had any trouble over our titles. Why do I need Title Insurance?"

ANSWER: This question suggests a peaceful Utopia where everything is so sweet and nice that probably they don't even bother to write deeds when they sell their property to one another. The danger of such a situation is that it tends to breed carelessness in the transfer of property and in the examination of titles.

To illustrate what I mean I want to tell you a story. I am sure you have never heard it before and any resemblance to any story you have heard before is purely coincidental, as I cooked this one up last night.

A friend of mine in Texas, named Black, told me he had recently bought a 40-acre farm in one of those quiet, easy-going communities like we were talking about and had torn down the old house on it and built a very fine new house.

"Did you get title insurance on it"? I asked.

"No, they don't use that here," he said, "but I had an abstract made and had it examined by old Judge Harper. He said it was the shortest title he had ever examined. It was bought from the state way back in 1875 by a man named White and he sold it in the 90's to a man named Mose Brown and that was about all there was to it. It had been in the family ever since. Been through three generations and not a single entry until Brown bought it."

"Didn't any of them ever leave a will"? I asked.

"Not a one, and there wasn't any probate of their estates," he replied. "Ole Judge Harper said he has known the family for more'n forty years and he knew that Bob Smith, that I bought from, was the only heir."

Several months later I had occasion to pass through this little Eden again and found them all excited

over the discovery of oil right close to the farm home of my friend Black. Naturally he was in high spirits as he had closed a lease with the Castor Oil Company on a basis of a \$500 per acre bonus, subject, of course, to the examination of the title. I congratulated him and expressed hope that the title would turn out OK.

But when I saw him again some months afterward, he looked like a stricken man and this is what I learned:

The Oil Company attorneys had taken Mr. Black's abstract, but knowing well the dangers that lurked in a situation like this, they had made a very careful search of all records of the several generations of Browns who had figured in the ownership of Mr. Black's land and here is what they had discovered.

Mose Brown had bought this farm in 1898 and moved to it from another state together with his wife, Mary, and his son, Jim, and his daughter Mandy, and had built a home on it. Their first child was a daughter named Jane and mentally defective, in fact, was an idiot, and at an early age had been committed to an institution for such cases, where they were given to understand that she would never be any better. It is not hard to understand that they never mentioned her to the friends in their new home and even their other children had never seen her, so she gradually became only an unhappy memory to her parents. Mrs. Brown died not too long after the new home was completed.

Time passed and World War One came on and Jim Brown went to war, married a French girl, and was killed in action a few days later, but a son was born to the bride in due course. She, however, died at his birth and the baby was raised by her parents. When Mose Brown died a few years later it was generally understood by everyone that his daughter Mandy was the only heir. She had married a man named Smith some years prior to this and after her father's death

she and her husband and two small sons moved to another county, renting the old house to a local party. World War Two came along and both boys, John and Bob, went to war and their father died intestate during the war. When they returned, John had become an alcoholic and was always getting into trouble. The mother died shortly after their return and within less than a year John was killed in a drunk-driving crash, and Bob was left the sole known heir of the family. He moved back to the old home place but it had run down so badly that he was glad to sell it to my friend Black, who as mentioned before was so sure of his title.

No wonder my friend Black looked like a stricken man. The Oil Company's attorneys had reported that



they found the title in Black EXCEPT AS FOLLOWS:

1. One third of the fee title appears to rest in an elderly spinster, named Jane Brown, of unsound mind, who is confined in an institution in another state;
2. Another one third appears to be owned by a son of Jim Brown, living in France.
3. The other one third was inherited jointly by John and Bob Smith, from their Mother, but the interest of John is heavily encumbered by a large abstract of judgment, which was obtained in connection with the car wreck in which another party also lost his life. Abstract of judgment has just been filed in

this county since oil was discovered.

Well, I really feel sorry for Black. Not only had he lost a chance to make a very good lease but it looked like he was likely to lose his home as well.

Now, as I told you at first this was not a true story, but I believe that most lifetime abstracters can recall titles that are almost as bad as this one was.

This goes to show how unsafe it is to rely upon a title being good just because the neighbors all think that it is ok.

Really there is only one way to get full protection and that is through a policy of title insurance which protects you against all of the unknowns.

A case like this might happen just once in a lifetime but as a rule, a person buys a home only once in a lifetime too.

Proposed Constitutional Amendment



At a general session of the American Title Association on Thursday, February 18, 1960, the following amendment to the Constitution and By-Laws was proposed for enactment at the Annual Convention in Dallas in October, 1960:

BE IS RESOLVED THAT, Article XIII, Section 8, of the Constitution and By-laws of the American Title Association be amended to read as follows:

Section 8.—The Finance Committee shall have general supervision of the finances of this Association. It shall present to the Board of Governors at the ANNUAL CONVENTION a budget covering proposed expenditures for the next fiscal year, and shall approve all expenditures of the Association.

The above proposal to amend this section, which, under the existing Constitution reads, “. . . shall present to the Board of Governors at the MID-WINTER CONFERENCE a budget covering proposed expenditures for the ensuing fiscal year . . .”, was approved unanimously by those in attendance at the general session.

This announcement shall constitute official notice (as provided in the ATA Constitution) that the above amendment shall be submitted to the general assembly at the 54th Annual Convention in Dallas in October, 1960, for final adoption.

Surveys,

Do

or

Don't



Will

or

Won't

**By P. D. McCullough, Vice President,
Guaranty Title & Trust Company, Corpus Christi, Texas**

Members attending the 1960 Annual Convention of the Texas Title Association, Corpus Christi, were treated to this scholarly evaluation of what is good and what is bad about our working relationships with the engineering and surveying fraternity. It is reprinted here with the permission of Charles C. Hampton, Immediate Past President of the Texas Title Association.

Perhaps to an outsider the subject of this discussion will seem to be strange and incoherent. However, I am sure that any party connected with the writing of title insurance and guaranteeing titles to real property will be able to grasp the significance of its meaning.

Land surveys either "do or don't" meet the requirements of a title insurance underwriter. The title insurance underwriter either "will or won't" delete the survey exception from the title policy. If the answer in either case should be in the negative, then immediately we are called every name in the book—and some which cannot be published.

By definition Webster states that "a survey is a measured plan and description of any portion of country, or of a road or line through it." Webster further states that "to survey" is "to determine and delineate the form, extent, position etc. of, as a tract of land, a coast, harbor, or

the like by taking linear and angular measurements, and by applying the principals of geometry and trigonometry."

Land surveying is generally presumed to be an exact science taught in colleges as a part of the engineering courses. Both assumptions are fallacious. Land surveying is not a major subject in any college. It is a cross between engineering and law, and if you will permit us to be candid—we all know the inexactitude of the law. The "law" as such is subject to changes by the legislature, and to individual decisions rendered by justices of the courts after argument by

counsel. Thus we can say that the "law" is not exact at all. To defeat the idea that engineering is an exact science we need only consider such a simple thing as measuring the distance between two known and visible points. To measure such a distance the normal procedure is to tape the distance using a metal tape. Such action when repeated by the same parties will disclose a different measurement each time. This phenomenon can be explained by the difficulty in selecting the exact point (with emphasis on the word point) from which to measure. Also, the difference in the amounts of pull exerted on the tape govern the amount of sag. In like manner differences in temperature make similar differences in measurements. No! Surveying is not, and cannot be, an exact science. Surveying can only be done within certain limits of tolerance. Our error in this state seems to be that we have not established any minimum standards for title surveys. This, I believe, is an oversight for which only we ourselves can be blamed.

Policy and Binder forms currently authorized by the State Board of Insurance contain at one point or another the following standard survey exception.

"Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show."

Some forms carry the further parenthetical information that such exception "may be deleted if Manual provisions concerning survey are complied with."

The Manual provisions referred to are set forth under Rule 2.

Provisions for Elimination of Exception as to Survey—Where assured under either Owner's or Mortgagee's or Leasehold or Easement policy, or Certificate of Title or Easement, or Information Letter, or Binder, or Interim Binder desires to have eliminated the exception as to Survey, the insuring Company may, if it considers the additional hazard insurable, eliminate or strike out such exception

upon being paid all expense in connection with a survey made by a surveyor of its selection, and in that event shall certify to the elimination of such exception upon the payment of said expense.

Rule 2 indicates clearly that such elimination is "an additional hazard". The great white fathers ensconced in the red building on capitol hill, however, provide only for the payment of all expense in connection with a survey made by a surveyor of its "the Title Company's" selection. In other words, if our client can pay the surveyor, we will take on the additional hazard if we wish to gamble—but all without remuneration. To an industry already worried about red beans, corn bread, and molasses, this is a golden opportunity. It is my personal recommendation that the State Board of Insurance be petitioned to promulgate a rule authorizing an extra, or additional hazard premium for such deletions, whether it be from an owner's or mortgagee's policy, or any other form of binder.

Last month I received a letter, in fact I received several letters, from our energetic President, Charles C. Hampton. I have felt that Charlie tricked me into making this talk by means which I will not divulge. Perhaps he subsequently felt a bit badly about this for he has sought forgiveness by wonderful cooperation. In fact Charlie single handedly assimilated the reference material for this presentation. One letter gave quotations from an address delivered by S. A. Bauer, former President of the Cleveland, Ohio Society of Professional Engineers and former President of the American Congress of Surveying and Mapping, which may rock you back on your heels—but are none the less true.

The first statement was, "The level of the practice of land surveying generally varies directly with the level of title work in any given community", and the second statement is, "The land surveyor has many problems in addition to clients—or lack of clients. One of the most trying problems that we have encountered is the unwilling-

ness of clients (principally mortgagees, and lawyers for mortgagees) to accept or even want to receive survey reports that show some difficulty of survey or title".

It would seem that when a client decides he needs a survey — that he would then want a full impartial statement of all facts pertaining to the property, favorable and adverse. However, a Mortgage Broker who has already resold the mortgage does not want to know that there is a title gap or building encroachment affecting the property.

The obligation of the surveyor as fact finder is to report all facts pertinent to the property, good, bad, or indifferent. The importance of the facts is not his concern, but that of the client."

At the time I received the letter with these quotations I was in the process of closing a relatively large deal on commercial property in downtown Corpus Christi. A survey was required by the purchaser. The report of survey disclosed an overlap of the face of the building into the street. It further disclosed that the building on the adjacent property to the rear encroached onto subject property and that the air conditioning equipment for such encroaching building was situated on subject property. The surveyor came to my office with his preliminary survey, asking how I wanted him to show it on his final plat. My reply is well known to experienced title men. Show on the report that which is apparent on the ground, whether it be good or bad.

If the charge made by Mr. Bauer is correct, and I believe it is, and if we have many problems with survey exceptions, and I know we do! — then the fault industry wide is our own. We must police our own industry and establish a code of minimum standards for title surveys used by Title Insurers.

The New York State Title Association has very effectively taken this bull by the horns. On July 13, 1959, said Association adopted such a code. For purposes of information I have

reproduced these standards in full in copies of this paper which are available for you. For purposes of brevity I will not discuss them in full. However, I will touch on the high spots.

MINIMUM STANDARDS FOR TITLE SURVEYS USED BY TITLE INSURERS.

1. Surveys to be acceptable to a title insurance company must not be made for a limited purpose, must be guaranteed to it, and should bear the name, address and signature of the licensed surveyor who made such survey, his official seal or license number, and the date of such survey.

2. The surveyor's field work must be performed with transit and steel tape and its accuracy proved by a closed traverse, wherever possible, according to the following standard:

Locality	Max. error of Closure
Cities	1 foot in 15,000 feet
Suburban and country areas	1 foot in 10,000 feet
Mountainous and rugged terrain	1 foot in 3,000 feet

All measurements to be in accordance with the United States Standard except in those cases where mapped areas, by their physical establishment, produce a standard of their own. The boundaries as well as the lines of interior subdivisions should contain all the data necessary to establish the correctness of the mathematical figure represented by said lines; that is, all angles must be given either directly or by bearings and where curved, elements of the curve should be given, that is, the radius and the length of curve, together with the bearing and length of the chord. In cases of city or village lots and plots, distances to the nearest intersecting street must be given and where conditions and layout permit, the distance to the intersecting street in both directions from the surveyed premises. The bearing of the nearest intersecting street should be indicated. On surveys of large plots and acreage or farms, names of adjacent owners should be given. Surveys of parcels within a large tract should be related to one of the exterior lines

of the tract, preferably by distance along a street.

3. When the parcel surveyed is laid out on a filed map, survey must designate the title of the map, file date, map number and lots and blocks of the premises. In any case when all or any part of the parcel is or was shown on any other filed map or maps — whether existing or abandoned—such lot, street and map lines should be indicated or super imposed on the survey. When the streets and lot lines are identical with another map, a notation to that effect can be made.

4. When possible the bearings given should refer to the deed meridian or at all events must be referred to some well fixed line so that they may be re-established with accuracy. Where the two differ, show both. Magnetic bearings should be avoided.

5. The character of all evidence of possession, along the bounding lines, whether fence, wall fence, buildings, monuments or otherwise must be stated and the location thereof carefully given in relation to reference or record description lines. Where there is no physical possession the record line should bear the statement, "No physical bounds."

6. The character and location of all buildings upon the plot must be shown and their location given with reference to boundaries. Proper street numbers should be shown wherever available. On acreage surveys, buildings remote to boundary lines may be plotted to scaled position. Easements of all kinds created by roads, rights of way, brooks, drains, telegraph, electric or telephone lines, etc., on or across the property should be noted and located. Surface indications of underground easements should also be shown. If the property be absolutely vacant, the survey should bear the statement "Vacant Property."

7. All buildings or fences on adjoining lands within seven (7) feet of the reference or record lines should be shown and located, and all encroachments of eaves, cornices, blinds, etc., noted.

8. The nature, character and location of all walls (independent, property or otherwise) at or near boundary lines must be given. Location of both sides of party walls should be shown. If building on premises has no independent wall but uses any wall of adjoining premises, this condition should be shown and explained. The same requirements apply where conditions are reversed. All encroaching structural appurtenances and projections such as . . . fire escapes, bay windows, windows that open out, flue pipes, stoops, areas . . . steps, trim, etc., by or on adjoining property or on abutting streets must be indicated with the extent of such encroachment or projection. Openings such as windows, doors, etc., in walls of premises or adjoining premises adjacent to the boundary lines (other than street lines) should be shown.

9. The map of survey must in all cases be furnished upon tracing cloth, in black ink only and without color. In order that the survey may give a clear presentation of the facts due regard should be had for the scale of the map and supplementary or exaggerated diagram should be given where necessary.

10. Where possible the company will furnish the surveyor with a record description and the survey should be referred thereto. In any event a reference to the basis for the lines of reference used, whether filed map, deed description or otherwise should be given.

11. Except in the case of city or village lots the area of the plot should always be given.

12. The legal lines of streets, roads, and avenues should be given; changes and proposed changes in the lines of the streets should be noted and date of change and authority under which it was made given. Where there is any doubt as to the location on the ground of street and lot lines, namely: Where the authorities for laying out the streets and lots, the nature of the difficulty should be given and the range of possible differences defined. While the surveyor is naturally expected to use good judgment in deciding such cases, it

is evident that another surveyor with equally good judgment may differ, and it is this possibility for which it is intended to provide by the explanation called for in the preceding paragraph.

13. The north point should always be indicated in ink, and within the upper left or upper right quadrant of the tracing or drawing.

14. If the survey is that of a lot, lots or parts of lots on a filed map or sub-division, the lot number, block, if any, lot lines and adjoining lot numbers must be shown.

15. Cemeteries and burial grounds located within the premises must be shown by actual location.

16. Surveys of multiple parcels must clearly indicate contiguity, gores or overlaps.

17. All monuments, stakes and marks found or placed, must be shown.

18. Joint or common driveways must be shown together with the width thereof.

19. Redates of "foundation" or "under construction" surveys of new buildings must take into consideration all the requirements herein and a special note should be made and care taken to indicate any changes in offsets or any encroachments which have arisen since the date of the original survey, including, but not limited to, possible encroachments of driveway strips, ribbons, or aprons at the corners of irregular lots on curved streets.

20. If survey order indicates FHA or VA insurance of the title for which the survey is to be used, all current requirements of the FHA or VA must be complied with.

21. If streets abutting the premises are not physically opened, so indicate on the survey.

I am sure that if we would make such a laudable pursuit the results would be more than gratifying. I do not feel that the surveyors with whom we do business would have any measure of resentment. In fact, I am sure that we would have the best of cooperation. I have confidence in my fellow man and believe that he is honorable. I believe that working

ON THE COVER

"The World Turned Upside Down" A song of fife and drum, a song of patriotism and American spirit, a song that tells the story of a new nation's David and Goliath fight for freedom.

In today's cold war world, where our unity is at a constant test, may we be ever mindful of the undeniable heritage our founding fathers put in writing that fateful day of July. Let not the spirit of '76, that gave men the courage to shout, "Give me liberty or give me death," be forgotten in '60. America is as great as its great Americans.

hand in hand we can do naught but improve our situation.

We cannot change the proposition suggested by the title, "Surveys, Do or Don't—Will or Won't"! but definitely, we can do much to make dealing with the problem a pleasure rather than a burden. This is my song, and having sung I shall now be silent.

Vacation Don'ts

crowd two months' activity into two weeks—take it easy and you'll get more out of it.

attempt to out-swim or out-golf the other fellow—you're on a vacation, not after records.

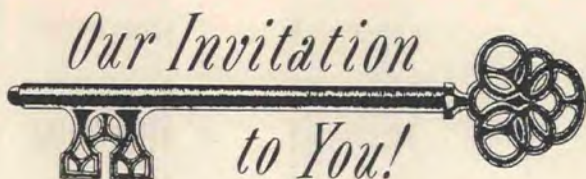
think you can "eat anything" just because you're spending more time in the open air—your digestion won't change overnight.

insist on doing something every minute—rest is a vital part of your holiday.

worry about your business or job—it will be there when you return.

Timely Tips

The best way to show your capability of holding a better job is to prove that you can do well at your present one.



Our Invitation
to You!

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Annual
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"BEST OF THE 50's"

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54TH ANNUAL CONVENTION
DALLAS, TEXAS



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WATCH TITLE NEWS FOR CONTEST RULES



State Association

CORNER

HERE L OUR STRE

ANNOUNCING
FEATURE FOR T

"The un-sung heroes of our National Association," said President Lloyd Hughes, "are the presidents, the secretaries and hard-working officers of our State Associations. These are the men and women who arrange the programs, dig up speakers, secure cooperation, and work unremittingly for the welfare of the title industry. They deserve some recognition."

How true. In Corpus Christi, Texas; in Brookings, South Dakota; at Saranc Inn in New York, across the breadth of our land, groups of abstracters and title insurance officers meet to work out the problems confronting our industry. It would be impossible to attend anyone of these State Association conventions without experiencing a thrill and a deep sense of appreciation for the hard work of those who make them possible.

An so, we salute the "un-sung heroes." Each month it will be our plan to introduce biographies, photographs, life stories and other material concerning the presidents of our State Associations. We will call it State Association Corner. Your cooperation in supplying us with the necessary material is solicited.



S GTH

NEW
NEWS



ABOVE—Dick Greer of the Arkansas Title Association; ATA President, Lloyd Hughes; William Gill, Sr., the "king" of title men, and Hugh Morrison of the Missouri Title Association, attend the Oklahoma State annual meeting. LEFT—High-jinks Jim Bowman of OTA stills a frightened and struggling Lloyd Hughes as Bill Trawick injects the proper amount of Indian blood into our president. Mrs. Joe Cantrell is witness to the initiation.

BELOW—(Left) Lou Jackson takes pity on a nervous group of new officers as out-going president Bill Johnson, the new president, Joe Cantrell, the treasurer, B. G. Bowman and the newly elected vice president, Earl S. Adams, wait their turn for coffee break. (Center) William Gill, Sr., ATA's first honorary life member expresses his thanks to OTA for a State Association's life membership bestowed on him at the annual convention. Smiles light the faces of Lloyd Hughes, Wanda Cantrell and her husband Joe as Bill relates his experiences in the title industry. (Right) The photographer catches the speakers' table in a pleasant mood.





AT THE TEXAS CONVENTION

ABOVE—Paul J. Huchton, President, The Title Insurance Company, El Paso, Texas, who was elected Vice President of the Texas Title Association; Jimmie Pigman, President, Dalhart Abstract Company, Dalhart, Texas, who was elected President of the Texas Title Association, and Mike Powell, Executive Secretary, Texas Title Association, Austin, Texas. As previously advised the address of the new permanent office of the Association is 205 West Seventh Street, Austin, Texas. BELOW—William J. Harris, Executive Vice President, the Houston Title Guaranty Company, Houston, Texas; Charles C. Hampton, President the Texas Title Association, Inc., and Texas State Manager, Lawyers Title Insurance Corporation, Dallas, Texas; Drake McKee, President, Dallas Title & Guaranty Company, Dallas, Texas, and Philip D. McCulloch, Vice President, Guaranty Title Insurance Company, Corpus Christi, Texas.



In Memoriam



JEROME C. BERRYMAN

We regret to announce the death, on May 23, of Mr. Jerome C. Berryman, president of the Clark County Abstract Loan and Investment Co., Inc., in Ashland, Kansas.

HENRY H. MOONEY

In 1934 Henry I. Mooney took his first full-time job as an office boy for the Stewart Title Co. He was 18 then and fresh out of high school.

Through determination and hard work, Mr. Mooney rose within the organization until at his death, April 11, he was a vice-president and district manager of the same firm he had begun with as an office boy. Also, he was a director of Stewart Title Company.

A native Houstonian Mr. Mooney was the son of the late James E. Mooney, a member of the Sheriff's department in Houston for many years.

Six years ago Mr. Mooney moved to Beaumont to supervise the Beaumont area for his firm.

In Beaumont Mr. Mooney, a sincere, straight-forward person, quickly became known in business and social circles.

He was a member of the Rotary Club of Beaumont, the Beaumont American Legion Post and the Busi-

ness and Professional Men's Club of Beaumont.

A deeply religious person Mr. Mooney attended the First Baptist Church of Beaumont regularly.

He is survived by the widow, Mrs. Maurene Mooney, his two daughters, Miss Carolyn Mooney and Miss Adrian Mooney, both of Beaumont; three brothers, L. Edward Mooney, L. C. Mooney and Cecil E. Mooney, all of Houston and a number of nieces and nephews.

KURT KIESOW

Kurt Kiesow, Vice President of Title and Trust Company, Albany, Oregon, and Manager of its Lincoln County Branch since January, 1946, suffered a fatal heart attack recently.

Mr. Kiesow joined Title and Trust Company in July of 1944 and had since been associated with the Lincoln County Branch.

He was Past President of the Toledo Chamber of Commerce, Past President and Director of U.S. Highway 20 Association, Past President of the Men's Garden Club of Lincoln County and Secretary of the Men's Garden Club of Toledo.

Surviving are his widow, Gladys, and three children, Kurt, Jr., Kay and Karen.

Life Insurance Helps Title Insurance



By McCUNE GILL

Chairman of the Board, Title Insurance Corporation of St. Louis

Among the rich alluvial lands of Southeast Missouri there is a small farm of 160 acres. The owner is an energetic young man with a wife and three small children. He began with 80 acres given to him by his father's will, "to him and to the heirs of his body forever." In Missouri, this gave the young man only a life estate in this 80 acres.

The statute says that if necessary such an estate can be sold as a fee simple pursuant to a decree of court and the proceeds, or at least that part allocated to the contingent remaindermen, can be invested until the death of the life tenant. In other words we still have fines and recoveries. And even a long term lease might be authorized. But not a mortgage of a clear property. Heaven forbid. That's just what the old man wanted to prevent.

But that is the very thing that our young man, the progressive soy bean and cotton farmer, wants to do, namely to mortgage the entailed 80 acres with another 80 acres that he had acquired with some hard earned cash (and had been careful not to entail), and thus to raise \$12,000, perhaps half of the value of the two eighties, to buy some mechanical equipment and to pay down part of the purchase price on some additional and adjoining acreage that he wishes to add to his present holdings.

A mortgagee was found that would make the loan but it wanted both eighties as security and couldn't lend on a life estate. The abstractor, who was agent for a far off title company, and his attorney, thought that perhaps the title company could

think of something. After all, it had pulled rabbits out of hats before.

The title company was agreeable to insuring that the life estate was a fee simple. Indeed it was continually insuring that something is something else. Or rather, insuring against loss or damage because it is something else. But a title company, due to the infinitesimal premium that it receives, must have some security against eventualities. What were the eventualities in this case?

One, the young man might continue in full life and, by the grace of beans and cotton, pay the mortgage off or at least down, the said mortgage calling for rather heavy amortization. (Accent the second syllable, please). This would exculpate the title company if the payment were in full, or if only partial, give it a cheap farm from the products of which it could recoup its losses (even if half of the farm was an estate *pur antre vie*). The title company might also take a second mortgage on the new acreage, although, frankly, second mortgages are not very helpful in such cases. Also a chattel mortgage on the implements.

Two, (the other eventuality), was more disturbing. The farmer might get himself run over by an automo-

bile (before or after he lost the farm) and thereby be grievously injured and linger, and lingering die. Thereupon half of the farm would belong to the children (and descendants of deceased children) of the tenant in tail, which lineal heirs might not be (and usually are not) en rapport with mortgagees or title companies.

How could a title company secure itself in such a case, against pecuniary loss due to the lamentable and untimely death of a Southeast Missouri agriculturist? How does anybody secure himself against loss or damage arising from the mortality of mankind? Why, by buying life insurance, of course.

So the title company said that it

would write a mortgagee's title policy (ATA, LIC, TIC or any other alphabetical combination), if it were furnished a prepaid term life policy in the amount of whatever remained unpaid on the mortgage at the time of death or total disability of the said farmer, being advised by competent counsel that a title company has an insurable interest in such a situation.

Curiously enough, the premium for such a life policy at the farmer's age was very modest, considering the fact that the same life insurance company that made the loan also issued the life policy and thus, in effect, insured its own title.

And so life insurance became helpful to title insurance.

MICROFILM TAKE-OFFS

We are indebted to William E. Shedd of the D. H. Holt Company, Rochester, Minnesota, for this article, of interest to all owners of small abstract companies. It first appeared in the April issue of Minnesota Title Association News.

I should like to report to the membership on how microfilm take-off is working for me in a comparatively small title plant. Our system has only been in operation a little more than a month, but already many benefits are apparent to us.

Previous to the time we purchased a microfilm camera, we used a card take-off (3x5 cards). Our recordings in this county run somewhere between 20 and 40 instruments a day and card take-offs were not only time consuming, but involved a considerable amount of proofing and re-checking with the original instruments, because whenever an error was discovered we had no way of knowing immediately whether the error was ours in transcribing or whether it was an actual error on the instrument itself.

Because we wished to have as little change in our present office operation as possible, we decided to have Xerox prints made of each negative rather than work from the film itself. The result is that instead of our take-off card, we have a 7x11 reproduction of the instrument itself.

Duplicates of any instrument can be made at any time from the original film in the case of a lost paper from our file, and extra quantities of the same instrument can be run off when many are needed as in the case of building restrictions affecting a number of lots.

We have reduced our take-off time at the Court House from three man hours a day to a maximum of 15 minutes a day and have virtually eliminated the bottleneck that could be caused by a heavy filing on any particular day.

If the day ever comes when we feel necessary to reproduce the torrens files for our office, there is no question but what the task would be relatively simple with microfilm, whereas it would be a staggering job to abstract the files.

While it is not my intention here to plug any particular camera or service, I should mention here that the cost of the film itself is negligible and the cost of the Xerox prints isn't as much as one might imagine. My only regret to date is that we did not start using microfilm 5 years ago.

Lest We Forget



PREMIER BUILDING

July 1, your National Association will be in full swing at its new headquarters in the Premier Building, 1725 Eye Street, N.W., Washington 6. D.C.

Pay Us a Visit, Won't You

Photocopy Methods In a Small Abstract Plant

by

**A. L. Winczewski, Secretary-Treasurer
Minnesota Title Association
Manager, Winona County Abstract Co., Inc.**

As we approach the "push button age," many abstracters and title insurance agents in less populated areas have expressed concern lest perhaps their own modest operations be compared unfavorably with the giants of the industry. This explanation of photocopy methods, it is hoped, will be of value to them.

The photocopy machine can play an important role in the everyday operation of a small abstract plant. A typical photocopy machine can be purchased for an amount under \$200.00 and pay for itself in a surprisingly short period of time if properly used. We have had such a machine in our plant since December, 1954 and are in the process of purchasing another such machine to further aid in our work.

Our machine was purchased primarily to make a daily take-off and because of this, we keep it at the Court House. Each morning we make photocopies of all documents recorded in the Register of Deeds office the previous day. Time consumed doing this never exceeds one hour and we leave the Court House with exact duplicates of the original documents for our files. In stating the time of one hour we are being perfectly frank as sometimes it takes that long if there are many documents to photocopy. We have found that we can process approximately 30-40 documents an hour. Manual take-offs would consume much more time and would have to be proofread besides. Upon returning to our office we can go right to work with the finished take-offs, using them in our abstracting. There is no delay in getting film developed and printed.

We also use our machine in abstracting. We make original abstracts to various parcels of land which are active up to the time of platting or to a recent date and keep them in our files. We also draw a plat showing the particular land the "Master Abstract" covers. When we receive an order for an abstract covering land to which we have a "Master," it is a very simple procedure to merely make a photocopy of the "Master"

and the job is done. Our machine is of the type which produces copies that are black on white, just as the original. This is in direct contrast to the photostat machine which produces copies that are white on black. Because of this, we do get requests to



A. L. WINCZEWSKI

do copy work for individuals who desire the photocopy to be identical even as to being black printing on white paper. Our machine is also equipped to reproduce both sides of a document, that is, our finished photocopy looks exactly like an original having printing on both sides of the sheet. Costs of producing copies are well within reason. We find that we can copy a legal size sheet for approximately 10 cents and a legal size sheet on both sides for approximately 19 cents. This is far below the cost of a manual take-off, and reasonable enough to make a profit on outside photocopy work.

Inasmuch as we are only considering the use of a photocopy machine

in the abstract plant I don't want to mention any other uses the machine can be put to, but there are many. It is a simple matter to operate such a machine and a girl can be completely trained in a very short time. I should like to stipulate that the machine I am writing about is a "wet process" machine, that is, it uses a photographic solution in the developing process. We have found this to be a distinct advantage as the reproduction is definitely permanent. I am aware that this machine is not readily adapted to a large plant operation, where it is to be used for take-offs only, but I do feel that it would be "right at home" in the abstracting end of the operation.

A Change of Pace!

Lazy, sun drenched Mexico
whispers *relax* . . . and re-
lax you may on the Post-
Convention Tour leaving
Dallas October 14, 1960.



Why not take advantage of a wonderful opportunity to treat you and your wife to a holiday in Mexico City and Acapulco.

WRITE ASSOCIATION HEADQUARTERS
FOR DETAILS.

meeting timetable



JULY 9-12, 1960

New York State Title Assn.
Saranac Inn, New York

JULY 29-30, 1960

Montana Title Association
Rainbow Western Hotel
Great Falls, Montana

AUGUST 12, 13, 1960

Minnesota Title Association
Hotel Duluth
Duluth, Minnesota

SEPTEMBER 8, 9, 1960

North Dakota Title Association
Bismarck, North Dakota

SEPTEMBER 15, 16, 17, 1960

Kansas Title Association
Warren Hotel
Garden City, Kansas

SEPTEMBER 22-23-24-25, 1960

Washington Land Title Association
Olympic Hotel
Seattle, Washington

SEPTEMBER 23-24, 1960

Utah Land Title Association
Cottonwood Country Club
Salt Lake City, Utah

SEPTEMBER 25, 26, 27, 1960

Missouri Title Association
Statler Hotel, St. Louis, Missouri

SEPTEMBER 25-26-27, 1960

Nebraska Title Association
Clarke Hotel
Hastings, Nebraska

OCTOBER 3-6, 1960

Mortgage Bankers Assn. of America
Conrad Hilton Hotel
Chicago, Illinois

OCTOBER 9-13, 1960

American Title Association Annual
Convention
Statler Hilton Hotel
Dallas, Texas

OCTOBER 20-21-22, 1960

Wisconsin Title Association
Liggetts Holiday Inn
Burlington, Wisconsin

OCTOBER 30, 31, and NOVEMBER 1

Ohio Title Association
Netherlands-Plaza
Cincinnati, Ohio

NOVEMBER 14, 15

Indiana Title Association
Sheraton-Lincoln Hotel
Indianapolis, Indiana

NOVEMBER 17, 18, 19

Florida Land Title Association
Everglades Hotel
Miami, Florida



Appointed Counsel

Robert Bond Bottomley, the new general counsel of Union Title Insurance Co., in San Diego, California, is a New Jersey native who joined the San Diego concern in 1952.

Bottomley was born in Camden, N.J., attended Hotchkiss School there, earned his BA degree at Yale University and was graduated from the University of Virginia school of law. He was director for Ryan Wholesale Grocers in Montana and Wyoming before joining Union Title. He was promoted to trust counsel in February, 1955. As general counsel, he succeeds David C. Schurch, who has joined another title firm as vice president.

Baltimore Merger

Creation of the Title Guarantee Company, the largest title insurance company in Maryland with capital, surplus and reserves approximately \$3,000,000, has been accomplished.

It results from the merger of the Maryland Title Guarantee Company and the Title Guarantee Company. Articles of merger were filed recently with the State Department of Assessments and Taxation of Maryland.

It will operate from two downtown locations, the Title Building, southwest corner of St. Paul and Lexington streets, and 215 East Fayette Street, as well as from a Towson office at 26 West Pennsylvania avenue.

Within several months, the Fayette street office will be closed and all home office operations will be conducted at the Title Building.

The Title Guarantee Company is licensed to issue policies in Maryland, Virginia, West Virginia, Delaware, the District of Columbia, Puerto Rico and in twelve other states.

In addition to policies based upon title examinations performed by its own force, it issues policies based upon certification of 2,000 approved attorneys throughout the territory in which it operates.

The company is a member of a reinsurance treaty with eleven other insurance companies, having combined assets of more than \$120,000,000. Under the treaty any policy issued by the company in excess of \$1,000,000 and up to \$12,000,000 is automatically reinsured.

Members of the board of directors of the Title Guarantee Company include: Joseph S. Knapp, ATA's Treasurer, Herbert M. Brune, Jr., Charles H. Buck, James Carey 3d, John M. Conroy, William J. Copenhaver, Clarence F. Elderkin, William Ferguson, Jacob France, Douglas H. Gordon, W. Burton Guy, Robert D. H. Harvey, Guy T. O. Hollyday, Karl M. Levy, Elmer McCahan, Jr., Robert G. Merrick, John M. C. Mowbray, James Piper, Jr., Chase Ridgely, James W. Rouse, E. McClure Rouzer, John M. Steffey, Charles F. Stein, Sidney H. Tinley, Jr., Robert A. Waidner, Oliver M. Walker, Frederick L. Wehr, John E. Weyer, Paul J. Wilkinson, and G. Van Velsor Wolf.

Mr. Buck is chairman of the board and chief executive officer, with Mr. Hollyday, vice chairman and chairman of the executive committee.

Other officers are: Mr. Wilkinson, president, Mr. Knapp, executive vice

president; Frederick R. Buck, E. B. Donaldson, A. E. Kernan and Joseph A. Watson, senior vice presidents; James W. Leyko, vice president-secretary; John W. Brown, Jr., William O. Hayes, Jr., Paul L. Plack and Philip D. Smith, vice presidents; Edward L. Bowen, treasurer; Thomas J. Caracuzzo, Philip J. Joerdens and Robert B. Kelm, assistant vice president; J. Lloyd Wilkinson, assistant vice president-assistant secretary; Clifford L. Knight and H. Lester McNeil, assistant secretaries-assistant treasurers, and Harry G. Bailey, assistant secretary.

C. T. & T. Aid to Education

The Chicago Title and Trust Co. Foundation announces grants totaling \$81,000 in the field of higher education in Illinois. The announcement was made by Chester R. Davis, president of the foundation and senior vice president and a director of Chicago Title.

Gifts were made to 27 liberal arts colleges and universities and seven law schools throughout the state. Law schools receiving grants were De Paul University, Loyola University, Northwestern University, University of Chicago, University of Illinois, John Marshall Law School and Kent College of Law.

Included in the program was an allocation of \$15,000 to the National Merit Scholarship Corp. This grant will continue the foundation's previous support of nine full scholarships and add three additional scholarships for honor students at schools of their choice.

In speaking of the grants to colleges which the foundation has made for the last five years, Davis stated: "With the continuing developments in the cold war, all of us are becoming increasingly concerned about our relations with Russia and mounting world tensions.

"If we are to meet this challenge, as well as the need for trained leadership at home so that our country will not only survive but go forward, we must provide our youth with the best possible higher education and professional graduate training.

"It is because of these convictions that the Chicago Title and Trust Co. Foundation is continuing its annual allocations to these important areas of education."

New R-W President

Dan W. Rosencrans, vice president and assistant manager of the public relations division of Title Insurance and Trust Company, Los Angeles, California, has been named national chairman and director of the American Right of Way Association, according to an announcement from Washington, D.C. where the American Right of Way Association recently completed its sixth annual national seminar.

Rosencrans is a charter member of chapter number one in Los Angeles and a former president of that chapter which began in 1935. The organization is now complemented by a total of 7,500 members in 32 chapters in the United States and Canada.

Active in community affairs, Rosencrans is a member of the American Society of Appraisers, the Glendale Board of Realtors, the Los Angeles Escrow Association, the Los Angeles



DAN W. ROSECRANS

and Long Beach Chamber of Commerce and the Jonathan Club.

The title company executive has served the company since 1922. In 1933 he was promoted to manager of the customer relations division where he represented the company at business and educational conferences, conventions of banking and loans institutions and other important roles.

HOLD EVERYTHING!



Till We Meet in Dallas

For the 54th Annual Convention

American Title Association

Statler - Hilton Hotel

October 10-13, 1960

Texas Promotion

George Chilton has been appointed Manager of the Beaumont District of the Stewart Title Guaranty Company, Beaumont, Texas.

George is a native of Fort Worth, and was educated in the public schools there. He attended Texas Christian University for three years, and got his degree in Arts and Science

and his L.L.B. degree from the University of Texas.

He joined Stewart Title in 1948 and through these past twelve years has worked in every phase of the title business, having for the past three and one-half years been Manager of the West Side branch office of Stewart Title in Fort Worth.

George is married to the former Pauline Duff, and they have one child, a boy, age 7, all of the family being active in the Methodist Church.

Always Active

One hundred business executives have formed a Corporation Committee to work for the success of the Community Chest drive in Los Angeles this fall.

The group was formed at a meeting convened yesterday by Jesse Tapp, chairman of the board of the Bank of America; Norman Chandler, president of The Times-Mirror Co., and Harold C. McClellan, president of the Old Colony Paint & Chemical Co.

Ernest Loebbecke, president of the Title Insurance & Trust Co., president



ERNEST J. LOEBBECKE

of the Community Chest for the last three years, and Immediate Past President of the American Title Association, stepped down from the presidency to assume the campaign chairmanship for 1960-61.

Mortgage Bankers President

Robert Tharpe, president of Tharpe & Brooks, Inc., Atlanta, will be the next president of the Mortgage Bankers Association of America as a result of his nomination at the regular Spring meeting of the organization's board of governors in the Sheraton Carlton Hotel in Washington, D.C. Nomination, through official channels, is tantamount to election which will occur at the Association's 47th annual Convention in Chicago October 3-6. He will succeed B. B. Bass, president, American Mortgage and Investment Company, Oklahoma City.

Nominated for vice president was Carton S. Stallard, president, Jersey Mortgage Company, Elizabeth, N.J., and for second vice president Dale M. Thompson, president, City Bond & Mortgage Company, Kansas City, Mo. Nominated for reelection as treasurer was George H. Dovenmuehle, Inc., Chicago.

Mr. Tharpe is a native of Georgia and began his career in the insurance field in Atlanta, later becoming associated with the Metropolitan Life Insurance Company in its mortgage loan department. During the war he was in the Navy and was discharged with the rank of Lieutenant Commander. He was one of fifty applicants selected from a group of 7,000 to attend the Naval War College, where he graduated and served on the staff of the Chief of Naval Air Training. In 1947, with J. L. Brooks, Jr., he organized Tharpe & Brooks. He has served on various Association committees and in 1958 was awarded the Association's Distinguished Service Award. He is a graduate of the Georgia Institute of Technology, where he played tackle position on the football team for three years. He was selected by the Associated Press All-Southeastern Conference for tackle for the 1933 season and was

named on AP's All-American honor roll.

Mr. Stallard is a graduate of Brown University and a former trustee of the School's University Fund. He has been active in educational work pertaining to the mortgage and real estate fields and has served as instructor of Upsala College in East Orange and Rutgers University Extension Division. He is a former president of the Mortgage Bankers Association in New Jersey and is a member of the American Institute of Real Estate Appraisers and Institute of Real Estate Management. He is also a trustee of the Mortgage Bankers Association of New Jersey Educational Foundation.

Mr. Thompson is president of the City Bond & Mortgage Company, Kansas City, as well as Chairman of the Western City Mortgage Company, San Francisco, and a former vice president of the City National Bank and Trust Company of Kansas City. He is a trustee and former president of the Kansas City Philharmonic Orchestra Association and a trustee of the University of Kansas City, the Kansas City Art Institute and the Kansas City Conservatory of Music. He is a graduate of the University of Michigan and a former director of its National Alumni Association and is a member of Phi Beta Kappa. He has been a member of the Association's board of governors since 1956, has served on its executive committee and acted as chairman of its mortgage market and conventional loan committees. He has lectured at the organization's School of Mortgage Banking at Northwestern and Stanford Universities over the past decade.

Mr. Dovenmuehle is chairman of Dovenmuehle, Inc., Chicago, one of the oldest mortgage banking firms in the country, established 116 years ago. He is a director of the Chicago Title & Trust Company; Chicago Dwellings Association and St. Luke's-Presbyterian Hospital. Over the years he has taken a prominent part in urban renewal activities in Metropolitan Chicago; is a former president of the Chicago Mortgage Bankers Association and has served on many Asso-

ciation committees over the years. In 1950 he was given the Association's Distinguished Service Award. He is a regular lecturer at the organization's School of Mortgage Banking.

Chicagoan Elected

Joseph J. Snyder, vice president and head of the Administrative Division of the Chicago Title and Trust Company was elected president of the Union League Club of Chicago at the 80th Annual Meeting in June.

During the past year Mr. Snyder served as first vice president of the Club and formerly was the chairman of the House Committee. During his tenure as chairman of the House Committee he was responsible for the letting of the contracts for the remodeling of the Main Dining Room which is now rated as one of the nation's finest and loveliest.

Mr. Snyder is also president of the Chicago Title and Trust Building Corporation and is former president of the McHenry County Title Company. From 1945 until its merger this year with the Chicago Title and Trust Company he served as director of

the Kane County Title Company.

His civic and community activities include membership in the American Management Association, the Indiana Society of Chicago, the Chicago Crime Commission, and the Executive Program of the University of Chicago. He is an elder in the First Presbyterian Church of Wheaton, is a director of the Chicago Better Business Bureau and serves on the board of Church Extension of the Chicago Presbytery.

Mr. Snyder resides with his wife at 1217 South Gamon Road, Wheaton. They have two married sons.

New Quarters

John L. Gehringer and the staff of Waukesha Title Co., Inc. are happy to announce the opening of their new offices at 615 W. Moreland Blvd., Waukesha, Wisconsin, "across from the new courthouse," on June 1, 1960.

An invitation is extended to all members of the title fraternity to visit the new quarters.

**IT'S A GOOD BET
YOU'LL FIND A**



Full House

**In Dallas, October 10-13—
American Title Association
Annual Convention**



JOSEPH T. SNYDER

ATA's
SPARKLING NEW MOVIE

**A Place
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*21 Minutes of Animated Entertainment
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FIRST SHOWING OCTOBER 10 IN DALLAS

AN EFFECTIVE SALES TOOL

**PLAN NOW TO ORDER SUFFICIENT
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