TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

APRIL, 1966

A MESSAGE FROM THE CHAIRMAN OF THE TITLE INSURANCE SECTION

APRIL, 1966

Under the direction and guidance of our esteemed President, who has generously allowed me to use the space in this issue usually occupied by his message, we have just concluded a fine Mid-Winter Conference at the San Marcos Resort in Chandler, Arizona. The attendance was larger than any other such meetings.

Much was accomplished for the benefit of those engaged in title evidencing generally, and for those engaged in the business of title insurance in particular. Among the many matters of importance approved by the Board of Governors were these:

1. The President of the American Land Title Association was given the authority to appoint a special committee to work with a similar committee of the American Bar Association, provided the American Bar Association invites the American Land Title Association to do so and further provided that the committee of the American Bar Association is a high-level one, representative of all responsible groups in the American Bar Association.

2. The Chairman of the Title Insurance Standard Forms Committee was authorized to study and devise a joint protection title insurance policy.

3. The President of the American Land Title Association was authorized to appoint a special committee to study the problem currently arising by interpretation in some states that base for premium tax includes charges made for securing and examination of title evidence as well as risk rate. The committee is to report its conclusions and recommendations to the Board of Governors at its next meeting.

With respect to the new form of "Commitment to Insure", the Chairman of the Committee reported that since many suggestions had been received since the last meeting of the Committee, the Committee felt that more time should be granted it to allow it to consider all suggestions in order that the final draft would be acceptable to all insurers. The Chairman indicated a definitive form would, no doubt, be available by the time of the 1966 Annual Convention in Miami.

Those who did not attend, certainly missed a great conference. The accommodations and surroundings were excellent, the weather was perfect, the discussions at the forums were spirited and many subjects were left over for discussion at future meetings. Please don't miss the next one.

Gordon Dunlap

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DEPARTMENTS

ON THE COVER

ALTA members are good sports! At the 1966 Mid-Winter Conference in Chandler, Arizona, they entered into the spirit of the different events with enthusiasm and imagination. (see pages 14-15)

Setting the pace with a fine display of leadership was the National President, Don B. Nichols, and the First Lady, Vera Rose. Don presided over the business sessions with finesse and business-like firmness, but when the time arrived to relax and have fun, this hard-working couple was in the forefront of everything that was going on. We are honored to have them pictured on the cover of this issue of Ttitle News.

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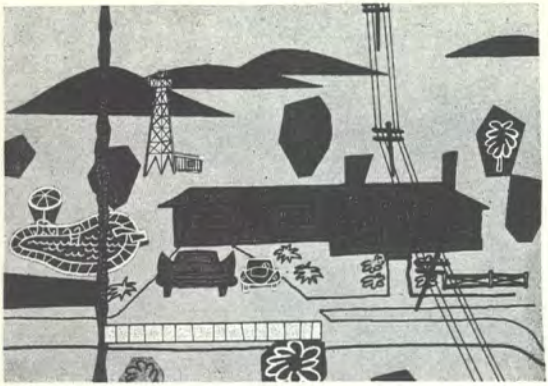
JAMES W. ROBINSON, *Editor*
FRANK H. EBERSOLE, *Assistant Editor and Manager of Advertising*

EASEMENTS AND LEASES



By
Robert Kratovil
General Counsel
Chicago Title Insurance Company

Address at the Indiana Land Title Association, Nov. 8, 1965, at Indianapolis.

I would like to talk with you today about easements and leases. Since all aspects of easements and leases are important, let us talk about three aspects: (1) setting up an easement or lease as an exception; (2) insuring an easement or leasehold; and (3) waiving an easement or lease.

Creation Of Easements

Easements may be created in a variety of ways:

1. By express grant.

Example: By a written instrument John Smith, a landowner grants to Henry Brown and Mary Brown, his neighbors, the right of ingress and egress over the South 10 feet of Smith's land for a car driveway.

Setting up exception: No matter how informally created, the instrument should be posted against Smith's land on your tract books and should be shown on any title examination of Smith's land.

Insuring the easement: Where we have a chance before the easement is granted to tell the parties what we will want, to insure the easement, we could tell them to get at least this much in the document:

In consideration of $1.00 John Smith and Mary Smith, his wife, grant to Henry Brown and Sarah

Brown, his wife, as an easement appurtenant to Blackacre (the land owned by Henry Brown and Sarah Brown, his wife) a perpetual easement for ingress and egress over, under and across the South 10 feet of Whiteacre.

Signed, sealed, acknowledged and recorded.

Notice that:

(1) A consideration is recited. Probably unnecessary, but a good idea.

(2) The easement is characterized as an appurtenant easement. This is not necessary but is a good idea. Easements that benefit a tract of land are appurtenant easements. Easements that benefit a corporation (sometimes a person) without regard to land ownership, like an easement granted to a utility company for installation of poles and wires, are called easements in gross. Title companies do not insure easements in gross as a rule, because the law relating to them is shrouded in uncertainty. For example, in most states it is still a matter of great doubt whether an easement in gross can be conveyed or mortgaged. Since we insure only appurtenant easements, we like the easement grant to state it creates an appurtenant easement. Don't turn it down if it doesn't so state. Submit the matter to your underwriting consultant.

(3) The easement describes the land which it services and the land over which it runs. It has been held in Indiana that an easement grant must describe the dominant tenement (the land serviced) and the servient tenement (the land over which the easement runs) with reasonable certainty. Lennertz v. Yohn, 79 N.E. 2d 414 (Ind.App.); Ross v. Valentine, 63 N.E.2d 691 (Ind. App.).

(4) The easement is described as perpetual. This is again unnecessary but desirable. An easement can be for years, for life, perpetual, almost any duration. If you want a perpetual easement, say so.

(5) The use for which the easement is granted is set forth. You will be surprised at the number of easements grants we see where A gives B an easement but fails to say for what purpose. To be sure, an easement for ingress and egress is the most common, but there are easements for pipelines, for use of water wells, for maintenance of encroachments, for a thousand other purposes. I doubt the validity of an easement that does not state the use to which it may be put.

(6) The landowner's spouse joins, as in a deed. An easement must contain all the formal requisites of a deed of land.

(7) The grant should run to the landowners of the land that will use the easement in the same way they own

the land. If Henry Brown owns the land individually, run the easement to him individually. If Brown and wife own it as tenants by the entireties, run the grant to them that way.

(8) Title companies only insure easements that are acknowledged and recorded the same way as deeds. Even the state of Indiana can lose an easement by failing to record the easement grant. State v. Anderson, 170 N.E. 2d 812.

2. An easement can be included in a deed of land.

Example: A owns Lots 1 and 2. He sells and conveys Lot 1 to B. After the property description in this deed, the following clause is inserted: "For the consideration aforesaid, the grantor grants to the grantee, his heirs and assigns, as an easement appurtenant to the premises hereby conveyed a perpetual easement for ingress and egress over and across the south ten feet of Lot 2 in the subdivision aforesaid." The deed accomplishes two objects: (1) It transfers ownership of Lot 1 to B; (2) It gives B an easement over the south ten feet of Lot 2.

It is not a good practice to incorporate an easement grant in a deed, as in the foregoing example, though it is legally valid. It would be better for A to give B a simple deed to Lot 1 and then give B a separate grant of an easement over Lot 2. Both documents will be recorded. This insures proper indexing of the easement in the public records.

3. An easement can be created by express reservation in a deed.

Example: A owns Lots 1 and 2. He sells and conveys Lot 2 to B and, after the property description in the deed, inserts the following clause: "The grantor reserves to himself, his heirs and assigns, as an easement appurtenant to Lot 1 in the subdivision aforesaid, a perpetual easement for ingress and egress over and across the south ten feet of the premises hereby conveyed."

In this situation you might find, as frequently occurs, that the deed simply states: "Subject to an easement for ingress and egress over the south ten feet of the premises hereby conveyed." This is poor draftsmanship. The office of a subject clause is to exclude encumbrances from covenants of warranty.

Suppose that I own a tract of land over which my neighbor has a recorded easement. If I were to sell you this land by warranty deed I would want the deed to recite that it is subject to this easement. Should I fail to do this I would be liable to you on my covenants of warranty. But use of a subject clause is not the proper way *to create an easement.*

4. An easement can be created by an agreement, duly acknowledged and recorded, and a party wall agreement is a good illustration of this rule.

Legally I own the half of the wall that rests on my lot, and you own the half that rests on your lot. I have an easement of support in your half of the wall, and you have an easement of support in my half. Owners planning such an arrangement enter into a party wall agreement. Naturally a written agreement should be used, for

an easement is an interest in land, and the law requires that interests in land be created in writing.

Such agreements, properly drawn, and duly acknowledged and recorded, create insurable easements.

5. An easement can be created by a mortgage. Thus, when A owns Lots 1 and 2 and mortgages Lot 1 to B, he may, at B's insistence, include in the mortgage a grant of easement over part of Lot 2. Such a clause may run somewhat as follows:

"And as further security for payment of the debt above described, the mortgagor mortgages and grants to the mortgagee, his heirs and assigns, as an easement appurtenant to Lot 1 aforesaid, an easement for ingress and egress over and across the south ten feet of Lot 2 in the subdivision aforesaid."

When A owns Lots 1 and 2 and is mortgaging Lot 1 to B, A may wish to reserve, for the benefit of Lot 2, an easement over part of Lot 1. In such case, an appropriate clause of reservation may be included in the mortgage.

The foregoing illustrations show how a mortgage can *create* an easement. When such a mortgage is foreclosed, ownership of the dominant and servient tenements passes into separate hands, and the real existence of the easement begins. Suppose, however, that A owns a lot that enjoys the benefit of a *previously created* easement. He mortgages the lot, and in the mortgage nothing is said concerning the easement. The mortgage is foreclosed. The purchaser at the foreclosure sale enjoys the benefit of the easement, for *an appurtenant easement runs with the land* even though it is not mentioned in the mortgage or in the foreclosure proceedings. 38 Cal. L. Rev. 426. Once an appurtenant easement has been created it need not be mentioned in subsequent conveyances.

Also, an easement acquired by a mortgagor subsequent to the giving of a mortgage automatically comes under the lien of the mortgage and passes to the purchaser at any mortgage foreclosure sale. First Nat. Bank v. Smith, 284 Mich. 579, 280 N.W. 57, 116 A. L. R. 1078.

Suppose a man mortgages his land in 1964 to A, and the mortgage is duly recorded. In 1965 he gives B, his neighbor, an easement across the same land. Since the easement is given *after* a mortgage has been recorded against the property, it will be extinguished if A forecloses his mortgage. Kling v. Ghilarducci, 3 Ill. 2d 455, 121 N.E. 2d 752. Similarly, if he gives B, his neighbor, an easement over his land, which is properly recorded, and *thereafter* he mortgages his land to A, foreclosure of A's mortgage will not cut out the easement. 46 A.L.R. 2d 1197.

This, of course, is of great importance in insuring easements. If an easement is recorded in 1964, and in 1965 the owner of the land burdened with the easement puts a mortgage on it, the mortgage should not appear on the easement policy *as affecting the easement.* The easement is prior in time and prior in right to the mortgage, and foreclosure of the mortgage will not cut out the easement. But if a mortgage is recorded in 1964 and in 1965 the mortgagor gives an easement over the mortgaged land,

the mortgage must appear on the easement policy, because the mortgage is prior and superior to the easement.

Of course, in insuring an easement you must always bring the title down to a current date, no matter when the easement was recorded. There are matters, real estate taxes on the easement area for example, that have priority over the easement though arising long after its creation.

6. An easement can be created by implication.

Often when the owner of two tracts of land sells or mortgages one of them, there is no mention at all of easements, and yet as a result of the transaction an easement is created. In such cases, the situation of the land is such that the courts feel the parties intended to create an easement even though they did not actually say so. Such easements are called implied easements. They are created by implied grant and implied reservation. Where a landowner uses one part of his land for the benefit of another part, and this use is such that, if the parts were owned by different persons, the right to make such a use would constitute an easement, then upon a severance of ownership, that is, upon a sale of either of such parts an implied easement is created.

In Indiana, where A owned Lots 1 and 2, he erected a building on Lot 1 that encroached five feet over on Lot 2. He mortgaged Lot 1 to B and the mortgage was foreclosed. Held, by implication, B, the mortgagee, had an easement over the five feet of Lot 2 to maintain the encroachment. John Hancock Mut. Life Ins. Co. v. Patterson, 103 Ind. 582. Here the severance of ownership took place by foreclosure of a mortgage.

In Ellis v. Bassett, 128 Ind. 118, the severance of ownership took place by partition and an implied easement was created.

As a rule, title companies do not insure implied easements. If you look at the reported cases in any state in this country you will see that a substantial percentage of the litigated cases on easements relate to easements by implication. This tells the whole story, so far as the title insurer is concerned. We don't hanker to tangle with a buzz saw.

On the other hand we cannot ignore these easements.

In issuing an *owner's* policy, many title insurers make the policy subject to easements not disclosed of record. This is the practice of Chicago Title Insurance Company.

But in issuing a *mortgage* policy, we cannot follow this practice. Lenders want a clear policy. This means that a survey must be produced, and it must be a survey that adequately reveals the presence of any possible easements, including implied easements. Here you must become critical, at times, of the quality of a survey. Manhole hole covers, party driveways, fire escapes, and a multitude of other physical facts have been held sufficient to put a purchaser on notice of the existence of an implied easement. You must be certain that the survey adequately portrays these physical facts. Have the surveyor attach a Surveyor's Report to his survey.

More and more of our national customers are asking for extended

coverage on owner's policies. This requires us to delete exceptions relating to unrecorded easements and requires a survey of the highest quality.

7. An easement can be created by prescription, that is, by adverse *use* of another's land for a period of twenty years. Reder v. Radtke, 177 N.E. 2d 669 (Ind. App.).

If I *occupy* another's land adversely for twenty years, I acquire *ownership* by adverse possession. For example, there is a vacant lot next to my house and I build a two-car garage on it, without the owner's permission, I will acquire ownership after twenty years if my enjoyment of it is not interrupted.

But if I merely put a driveway on this vacant lot running to a garage in the rear of my lot, after twenty years' *use* I will have an easement by prescription.

Adverse *occupancy* creates *ownership*. Adverse *use* creates a prescriptive easement.

Title insurers do not insure prescriptive easements.

But you must set them up on mortgage policies, just as you do with respect to implied easements.

Let me repeat myself a little, for the sake of clarity.

There are two exceptions you normally find in the printed part of an owner's policy that you do not find in a mortgage policy, namely, questions of survey and unrecorded easements.

On a mortgage policy you get and examine a survey, and if it reveals any encroachments on our land by the neighbor's house, or only the eaves of his house, or his fence, or his driveway, you set them up, because any material encroachment renders title unmarketable.

But if you know of your own knowledge that a man has been driving his car for a long time over his neighbor's land, even though no formal driveway exists, you would set this up on a mortgage policy examination of the neighbor's land. Even though this may not amount to an *encroachment*, it may in twenty years' time result in a prescriptive easement.

Town House Easements

When you start running into town houses or row houses, you will find that so many easements are needed, they are too lengthy to put in the deeds. Instead the developer will record a lengthy Declaration of Easements, setting up all the easements required for the project. Then as each individual unit is conveyed to a purchaser, usually a corporation, includes in its deed a clause somewhat as follows:

> "Subject to Declaration of Easements and covenants by grantor dated the ——— day of ———, A.D., 1965, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. ——, which is incorporated herein by reference thereto. Grantor grants to the Grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the

benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the Grantor to grant said easements in the conveyances and mortgages of s a i d remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants r u n n i n g with the land."

Insuring the Easement

An easement can only be used for the benefit of the land that, *at the date of creation of the easement,* was intended to enjoy the benefit of the easement.

Example: A owned Lot 1. There was an easement appurtenant in favor of Lot 1 to use a spur or switch track over land adjoining Lot 1 to the west. A thereafter bought Lot 2, which adjoined Lot 1 to the east, and erected a powerhouse on Lot 2. It was held that the switch track could not be used to service the powerhouse since the switch track easement was appurtenant only to Lot 1. Goodwillie Co. v. Commonwealth Co., 241, Ill. 42, 89 N.E. 272.

Because of this rule, you must be certain, when insuring an easement, to watch carefully to see if your application includes adjoining land acquired *after* the creation of the easement. If it does, call your underwriting consultant for the company may not wish to write any insurance without first explaining the problem to the customer and then giving him a policy that carefully sets out that the policy has insured only the land described in the easement grant as enjoying the benefit of the easement.

Finally, and once more, be sure, when you insure an easement, *that you are examining in full two parcels of land, namely, the land benefited by the easement, and the land burdened by the easement.* Your abstract or title search must cover both parcels. Only a person who *owns* the land can create an easement over it, and *any easement he creates will be subject to recorded mortgages or other encumbrances existing on the easement premises at the time the easement is created.* And if the easement was created a while back, you must nevertheless bring the search on the easement premises to a current date, for taxes and other matters may obtain priority over and wipe out a valid easement.

If you conclude you can insure the easement, set up the land benefited by the easement as Parcel 1 in your policy, and as Parcel 2 set up the easement as follows:

"Easement for the benefit of Parcel 1 as created by deed from —— to —— dated —— and recorded —— as document No. —— for ingress and egress over, under and across the premises described as follows: (here d e s c r i b e the easement premises)."

Access Only By Easement

Where no application for easement insurance is made, but the premises to be insured are landlocked and have access *only* by means of an easement, you must set this fact up as an exception,

together with the statement that the easement is not insured. This is necessary for our present policies specifically insure that the property covered has a mean of access. Moreover, by handling the situation in this way you will doubtless get an order for insurance of the easement, for which, of course, you make an additional charge.

Release of Easements

When you find a recorded release of an easement that existed over the property you are examining, you must, of course, examine the title to the land that had the benefit of the easement. Again you are examining two chains of title. This time you are examining the title to the land that had the benefit of the easement to make sure that the release came from the then owners of the land benefited by the easement. Only the owner of the easement can release it.

Leases

All leases of the premises which appear of record or are disclosed by recorded instruments or other information in the Agent's possession must be shown as exceptions. In the event a lease contains an option to purchase, a separate exception relating thereto should be shown.

Where title to a leasehold estate is to be insured, it is the practice of title insurers:

1. To require a full continuation of the title to cover the recording of the lease. This continuation should show that the lessor had an insurable title at that time free of encumbrances. If the lease was recorded some time prior to the application for title insurance, it will be necessary to bring the continuation down to the current date. This will show whether tax liens or other matters attached after the recording of the lease so as to affect it adversely.

2. To insure only a leasehold estate created by a recorded lease executed in recordable and insurable form, with joinder of lessor's spouse. Where only a memorandum of the lease is recorded the title insurer requires that:

(a) An executed duplicate of the lease in recordable form be furnished the insurer.

(b) The memorandum must actually consist of an original lease and demise of the premises running from the lessor to the lessee, demising the leased premises, by description, for a term commencing on (give date) and ending on (give date) "at a rental and on the terms set forth in an unrecorded lease agreement dated the same day as this memorandum."

(c) The lessee must be in possession.

3. To require that the agent procure and retain in his file a statement signed by all fee owners reciting that no defaults or breaches of covenant have occurred under the lease, except where the lease has been executed currently.

The policy should describe the insured leasehold as follows:

"LEASEHOLD ESTATE created by a certain indenture of lease made by ——— to ——— dated ——— and recorded ——— as document ——— demising and leasing for a term

of years beginning ——— and ending ——— the following described premises, to wit:"

The leasehold estate is always subject to the provisions of the lease and the rights of the lessors thereunder, which are set forth in the following exception:

"Duties and obligations imposed upon the lessee by the instrument described as No. 1 of Schedule A hereof, defining and creating the leasehold estate hereby insured."

When the lease is assigned, require strict compliance with the terms of the lease as to assignment.

Title insurers consider that issuance of a leasehold policy is not, in and of itself, insurance of the validity of an option to renew or purchase contained in the lease. Any request to insure an *option* should be submitted to your underwriting consultant.

The description in a lease, especially in a shopping center lease, is likely to be less precise than the description we are likely to find in a deed or mortgage. This should not deter you as long as the description and the attached sketch give enough information so that a surveyor could locate the premises leased. But if the lease reserves the right to shift the location of the demised premises, consult your underwriting consultant.

Some leases we see today fix the *commencement of the term* of the lease at some indefinite future date when the shopping center will be open for business. These should be taken up with your underwriting consultant because leases are governed by the rule against perpetuities. 66 A.L.R. 2d 733. Who knows when the shopping center will open, if ever? Do not confuse this with provisions postponing *possession.* If a lease says that the term begins on November 8, 1965, it's a valid lease even though *possession* is postponed until the shopping center opens up.

Some additional observations are in order:

1. Under Burns, 56-120 a lease to be insurable, must be recorded within 45 days from the execution thereof.

2. There is a case holding that a married woman can lease her own individual real estate without her husband's signature. Spiro v. Robertson, 106 N.E. 726 (Ind. App.). I doubt you would want to rely on this without talking to your underwriting consultant.

3. There is grave doubt in Indiana that a husband can give an insurable lease without his wife's signature.

4. As to the lessee, of course, the leasehold is considered personal property, and therefore he can assign his lease without the spouse's signature. But the assignment should be acknowledged and recorded. Many leases require the written consent of the lessor to any assignment, and in that case, the consent must be procured.

5. When you encounter a leasehold mortgage for the first time, one you are asked to insure, talk to your underwriting consultant, for there are some tricky problems in this area.

6. When you are asked to waive a long-term lease that has recently been forfeited because of default in rent payments, talk to your underwriting consultant, for this

poses special risks. There are circumstances in which such forfeitures have been set aside. Certainly you would not insure over the lease if the tenant is still in possession.

7. And if a long lease is released by the tenant, be sure to require proof that there were no subleases, for the tenant cannot impair the rights of his sublessees.

Whether you are planning to insure a leasehold or an easement, you will make pretty much the same requirements as regards the lessor or grantor, as you do with respect to deeds or mortgages. I have already mentioned that you would require the spouse of the landowner to join in the instrument. Of course, you would not insure such instruments if they were executed by minors. If the document is executed by a business corporation, you will require a corporate resolution, as in the case of a deed or mortgage. If the document is executed by a city or other municipal corporation, you submit the matter to your underwriting consultant, for the Indiana law is quite cloudy in this area. If the document is executed by a trustee, you look at the will or other trust instrument to see that the grantor or lessor has the power to grant easements or make leases. With respect to leases there is a further problem. Many cases hold that a trustee has no power to give a lease that extends beyond the termination of his trust. 67 ALR 2d 978. For example, if a man dies leaving all his property to a trust company in trust to pay the income to his widow for her lifetime and at her death to divide the trust estate among his children, you could not insure a 99 year lease executed by the trustee, for obviously the widow is not going to live for 99 years. And leases or easements executed by a sheriff, executor, guardian, etc., should be submitted to your underwriting consultant before you insure them.

Finally, do not turn down requested insurance of easements or leases without consulting your underwriting consultant. For example, in Indiana the law is clearer than in most states on the right to convey an easement in gross. Burns, Annot. § 56-805. Hence it may be possible to insure such easements at times. Other situations that look bad at first blush may, in your underwriting consultant's judgment, qualify for insurance. There are great opportunities here to give your customers additional service and to establish new sources of revenue. After all, land is growing more valuable and today's complexes of buildings are truly breath-taking. Yet the finest improvement must have access to have value, and if access is by means of an easement, the customer who wants his fee title or mortgage insured obviously would want his access insured if this were brought to his attention. And, to the mortgage lender, it is the validity of the lease and the income it insures from a highly responsible tenant that makes many a project financially feasible. The mortgage lender can insure his lease to insure his income.

Thank you for your kind invitation to be here with you. I enjoy being here among my neighbors and good friends, and look forward to seeing you all soon.

A GLANCE AT THE NEW COLORADO FORECLOSURE LAW

By James George, Title Guaranty Co.
Denver, Colorado

FORECLOSURES of mortgages and trust deeds which were executed subsequent to July 1, 1965 and the judicial foreclosure of other liens where proceedings are commenced after that date, are affected by revisions in the lien foreclosure law adopted by the 45th General Assembly of the Colorado Legislature which amended certain provisions of Chapter 118-9, CRS.

For the purposes of the law, real property is divided into two categories *without regard for the specific use of the land.* Those categories are (1) agricultural real estate, and (2) non-agricultural real estate. The statute defines agricultural real estate as "any parcel of real estate which has not been platted as a subdivision, in whole or in part, or which is not part of any platted subdivision." All other land is non-agricultural. This distinction is important because the period of redemption from the sale of agricultural land remains 6 months, while the period of redemption from the sale of non-agricultural land has been reduced to 75 days in foreclosures covered by the law.

An important provision of the law relates to the time within which the sale may be had in the foreclosure of liens covered by the statute. If the foreclosure is by a Public Trustee, the sale may not be conducted prior to 45 days nor later than 60 days from the date upon which the Trustee is served the Notice of Election and Demand for Sale.

In the case of foreclosure of a Deed of Trust or Mortgage upon agricultural land, this provision has the effect of extending the total time which must elapse between the filing of the Notice of Election and Demand for Sale and the issuance of a Public Trustee's Deed. Under the prior law, a sale could be had immediately upon completion of service and publication—usually about 30 days. Under the new procedure, that sale cannot take place sooner than 45 days, and the redemption period remains 6 months.

If foreclosure is through the courts, whether of a mortgage or trust deed executed after July 1, 1965 or of any other lien on real property, the sale cannot be had sooner than 45 days following the commencement of the proceedings. However, there is no limitation imposed upon when the sale may be

had after the 45 day period, as in the case of Public Trustee foreclosures.

An entirely new concept in the law of foreclosures has been introduced by this legislation relating to the avoidance of foreclosure. When the only default giving rise to the foreclosure is the non-payment of a sum of money under the note or deed of trust or mortgage, the owner of the property being foreclosed, or any person liable on the indebtedness may cure the default and thereby terminate the foreclosure proceedings.

The person curing the default must give written notice to the officer conducting the sale at least five days before the date set for the sale, and, on or before noon of the date of sale, tender the amount of the delinquency plus certain costs. The payment demanded cannot include any accelerated payment which, in the absence of default, would not be due and payable at the time of default, and the payment returns the parties to the position in which they would be if there had never been a default. This curative provision of the law applies only to those situations where the default or violation producing the foreclosure is the non-payment of money.

The provisions of the amending legislation are essentially uncomplicated once the determination is made whether the lands affected are "agricultural" or "non-agricultural". In questionable cases, a conservative approach is probably indicated and the longer redemption period should be permitted to expire before a deed in foreclosure is claimed.

In Memoriam

R. O. DENHAM

Raymond O. Denham, Manager of Lawyers Title Insurance Corporation's Miami Office, died suddenly on January 21, 1966.

A native of Florida, Denham was graduated from the University of Richmond School of Business and Economics. After studying advanced economics at the University of Florida, he attended Stetson University in St. Petersburg where he received his LL.B. degree.

After college he was associated with a private law firm and later became Municipal Judge of Bartow, Florida. From 1935 to 1953, Denham was a Regional Attorney with the United States Department of Agriculture.

Denham joined Lawyers Title in 1954 as head of the Miami Branch Legal Department. In 1960 he was elected Miami Branch Manager.

Denham was an active lecturer of title insurance for the American Institute of Banking. Active in the title insurance industry, he was the Immediate Past President of the Florida Land Title Association.

Denham is survived by his wife Dean; a stepson, James H. Phillips; and several grandchildren.

DENHAM

A MOST UNUSUAL MID

RECORD ATTENDA
SPARK UNFORG

A lot of serious Association business was transacted at the 1966 Annual Mid-Winter Conference at the San Marcos Resort and Country Club, Chandler, Arizona. Future issues of Title News will contain pictures and stories in complete detail. This page is just a sample!

Although the Conference opened officially Monday evening, March 21, with a Hawaiian Luau, the Executive Committee, the Board of Governors, and other important committees had been hard at work for several days discussing and helping to solve the problems confronted by the Association and the industry.

A fashion display, a wig show, a shopping and sightseeing tour, and

WINTER CONFERENCE

E—LIVELY EVENTS
TABLE MEETING

a Western Style Steak Roast and square dancing were some of the other Conference features.

General Sessions on Tuesday and Thursday mornings were the scene of spirited discussions, with particular emphasis on the most important single problem faced by the titlemen and women of each state represented. Under the leadership of Alvin R. Robin (Abstracters Section) and Gordon M. Burlingame (Title Insurance Section), the Section meetings on Wednesday morning were packed with a frank give and take among the members regarding literally dozens of questions which had been submitted in advance to the Chairmen. Watch for the May issue of Title News!

"TITLE PROBLEMS ENCOUNTERED BY AN INVESTOR"

By
George A. Blinn, Assistant Counsel
Liberty National Life Insurance Company

Presented to: Louisiana Land Title Association and Louisiana Rating Bureau on September 17, 1965 New Orleans, Louisiana

CHARLES PETERS asked me to discuss some title problems of lenders and investors and I am glad that my assignment today is to discuss the title problems of an investor rather than to attempt to solve them for you. Like a moth, I am here to receive warmth rather than to shed light. To presume to furnish the answers to a group of title examiners and insurers would be like trying to tell Moses about the Ten Commandments.

First of all, I should like to

point out that as of August 27, or before Betsy, Liberty National Life Insurance Company had 2001 Louisiana Mortgage Loans in its portfolio aggregating $20,524,000. So you can see that our interest in Louisiana title problems is more than academic.

In the twenty years' collective experience of the lawyers in our Investment Division we were unable to recall a serious title problem involving Louisiana property. This certainly speaks well for the Louisiana lawyers, title companies and mortgage bankers. This has made it necessary to look to other states for material on title problems.

Before getting down to the problems, it might be well to outline rules and regulations contained in the investment laws under which Liberty National Life Insurance Company operates and which illustrate how an insurance company may legally invest the funds which it holds for its policyholders and stockholders.

Liberty National is organized under the laws of the state of Alabama and is therefore governed by the insurance laws of that State. These laws, insofar as they relate to FHA insured real estate mortgages, provide that it shall be lawful for insurance companies to purchase, invest in and dispose of bonds or notes secured by mortgages insured by the Federal Housing Administration and in debentures issued by the Federal Housing Administrator and in securities issued by national mortgage associations. *Code of Alabama,* Title 5, Section 120.

With reference to Conventional Loans, any life insurance company of Alabama for the purpose of investing its capital, surplus and other funds, or any part thereof, may invest in notes secured by mortgages or trust deeds on *unencumbered* real estate located within the United States whose principal amount shall not be more than ¾ of the value of the real estate. For the purposes of this section, real estate is not deemed to be encumbered by reason of the existence of taxes or assessments that are not delinquent, instruments creating or reserving mineral, oil, or timber rights, rights of way, joint driveways, sewer rights, public utility easements, rights in walls, nor by reason of building restrictions or other restrictive covenants, provided that the security created by the mortgage or trust deed is a first lien upon the real estate and that there is no condition or right of re-entry or forfeiture under which the lien can be cut off, subordinated or otherwise disturbed. *Code of Alabama,* Title 28, Section 352.

Investments in FHA insured or VA guaranteed loans are further regulated by certain requirements and title standards promulgated by the agency insuring or guaranteeing the loan. Perhaps the FHA Regulations are the subject of the most discussion and correspondence and they are found in Section 203.17, 203.32, 203.37, 203.389, 203.359, 203.366 of the FHA Regulations.

Section 203.389 waives common exceptions such as ordinary utility easements and the usual and customary building and use restrictions permitted by most investment laws. Since most of our mortgage portfolio consists of FHA

and VA loans, most of our title problems have been in connection with the compliance with the regulations of those governmental agencies.

With reference to VA Loans, Title 28, Section 353 of the Code of Alabama, permits loans to be made in accordance with Servicemen's Readjustment Act.

The two areas in which our title problems most frequently arise are easements and restrictive covenants. A typical title policy will make an exception for "utility and drainage easements as shown by recorded plat". In most cases the survey of the property indicates the location of such easements but occasionally it is necessary to inquire about their exact location. There may be a sewer easement running diagonally across the lot in question. This, if an FHA or VA Loan, will require a letter from the appropriate agency waiving any objections to this condition in the event that title is tendered in exchange for debentures or payment under the loan guaranty. Even if the loan is a conventional one the investor should obtain a statement from a qualified person that such easement would not impair the value or marketability of the property. We had one case where a carport was constructed over an easement. Unfortunately utilities were located in the easement and the FHA would not insure the loan until the utilities were removed and relocated. It cost the owner $800 to correct this situation.

It is also helpful to have the title policy state the nature of the easements if copies of the instrument granting the easement are not attached to the policy. An investor must consider the property not only as a lender, but also as a potential owner and might have reservations about lending money on a lot across which a high tension line extends or through which a large natural gas pipe line passes. The maintenance of the pipe line or transmission line could pose a problem, and such easements might affect the marketability and offer difficulty in disposing of the property after foreclosure.

UTILITY EASEMENT

Perhaps the most troublesome type of exception for easements is a general exception for a utility easement as shown by the records, giving only the recording data. It is the practice of some utility companies to obtain blanket easements from individuals over all of the land owned by them in a particular county, section or quarter section. In Jefferson County, Alabama, for example, the Telephone Company has a practice of obtaining an easement from a person across all the land he may own in that County. It then becomes necessary to determine whether such easement affects the property under consideration. When this situation arises it is necessary for the investor to obtain a statement from the surveyor as to whether such easement affects the property. If it does not then it is desirable for the title company to delete the exception for that easement from the title policy. Fortunately, the trend seems to be toward the use of more specific descriptions of easements. Some title companies, when referring to an

easement, state that it does or does not affect the property under examination as the case may be, and if it does then the location of the easement is set out in the policy. This is an excellent practice and it is most helpful to the investor.

Turning to the other major source of title problems, restrictive covenants, as I have mentioned, our investment laws prohibit making a mortgage on property which is subject to a reverter. The FHA has stated that the Commissioner would not object to title by reason of a penalty of a reversion or forfeiture of title or a lien for liquidated damages provided there is no suit pending to enforce the forfeiture at the time the conveyance is made to the Commissioner. That is fine if there has been no violation of the restrictions prior to foreclosure. However, the nature of a reverter is such that title reverts *ipso facto* upon the breach of the condition or at least the right of re-entry exists. Thus, if there has been a forfeiture of title prior to foreclosure, the investor may have no title to convey to the Commissioner. An investor, if its investment laws permit making mortgage loans on property subject to a reverter, must assume the risk that the condition will not be broken before it forecloses. It is difficult to see how a prudent lender would be willing to take that chance.

RECORDED YEARS AGO

Most reverters and forfeiture provisions are found in restrictive covenants which were placed of record many years ago. However, there have been cases where they were imposed within the last several years. Just last week we were offered a mortgage on property in Oklahoma. Restrictions were placed on the property in 1962 and provided that if the property was used for anything other than residential purposes title would revert to the grantors. With today's rapid change in the character of land no prudent investors would be willing to make a thirty year loan on property with such restrictions. The property could be desired for an interstate highway or a shopping center overnight and though courts frequently refuse to enforce use restrictions after the purpose of the restriction is no longer existent, even if the reverter could not be enforced it is not worth the expense of a lengthy law suit to resolve the question.

Another objectionable restriction was noted in the office this week. It provided that the grantee could not sell the property without prior written approval of the grantor. It so happened in this case that the grantor was a realty company, a family corporation. What happens if twenty years from now, the corporation is dissolved and the grantee wants to sell?

The problem of covenants is not confined to negative covenants but also extends to affirmative covenants. Frequently a set of restrictions will impose an affirmative duty upon the owner to do a particular act such as maintaining the appearance of the property or even to undertake to construct a road or share in the expense of the construction of a road.

The danger of overlooking affirmative covenants is illustrated in the case of *Mendrop vs. Harrell,*

103 S 2d 418, a case decided by the Supreme Court of Mississippi in 1958. In this case the restrictive covenants provided that the grantee and his successors should bear all of the expenses incidental to the future paving of an adjacent street and sidewalk. When the grantee refused to pave the street and sidewalk adjoining his lots the grantor had the paving done and asserted a lien against the property to secure the cost of the paving. The Court held that the provision in the covenants calling for the paving of the street was an affirmative covenant intended to enhance the property and that it created for its enforcement an equitable lien upon the land and was superior to a deed of trust recorded after the restrictive covenants were placed of record. This case points up the necessity for an investor to satisfy himself that not only no negative covenants have been violated, but also that there are no outstanding affirmative covenants the non-performance of which would subject the property to a lien or some obligation to perform. Now it is customary for title policies to refer to restrictive covenants affecting the land and to state that the violation of such covenants would not result in a forfeiture of title. It would be very desirable if this certificate could be expanded to cover affirmative covenants also, not as to continuing acts such as maintenance, but items such as the paving requirement or the construction of other improvements. If it could be stated in the policy that such requirements had been satisfied, or insuring the lender against loss because of this enforcement, investors could rest easier.

There are several other problems that occur from time to time which may justify some consideration. These relate to the capacity of the parties. Occasionally the wife of the mortgagor will be a minor and if this occurs in a state where marriage does not have the effect of removing the disabilities of non-age, the mortgage can not be purchased by the investor until the wife has reached majority and has affirmed and ratified her execution of the mortgage and note. It is not always possible for the investor to accurately know the age of the mortgagor or his wife when the loan application is approved and a real service can be performed to the investor if the competence of the parties can be ascertained at the closing.

MENTALLY INCOMPETENT

A service can also be rendered, if, at the closing, it appears that any of the parties may be mentally incompetent to execute a conveyance the closing is delayed until any doubt is removed. Of course, it is not necessary to subject the mortgagor to a psychiatric examination but any irrational behavior should alert the closing attorney to the possible incompetence of the party. We once had a case where the conduct of the borrower at the closing was such that the closing attorney postponed the closing. The inability of the party to execute a mortgage was subsequently established and litigation and considerable expense to the investor were avoided by the alertness of the closing attorney.

A final question concerning the competency of the parties is the

power of attorney. Occasionally a borrower will be out of the country and will give someone power of attorney to execute a mortgage and note. It should always be determined that the power of attorney is still effective and that the attorney in fact is authorized to execute the instrument. At this time we have a loan awaiting an affidavit from the commanding officer of the borrower who is in the Army in Okinawa. The VA is requiring the affidavit to be sure the wife still has power of attorney to sign the note and mortgage and that the husband is still alive.

It is true that basically the mortgagee title policy insures only that the lender has a first lien on the security. But the investor wants more than that; he wants a trouble free first lien and each of these matters I have mentioned while perhaps not defeating the priority of the lien, can cause expense to the investor to correct. These items I have mentioned may seem trivial, but each one represents a potential loss of time and money to the interested parties by delay in purchasing the loan and in performing the necessary curative work. This in turn reduces the net yield on the investment. No lender wants that.

I think, to summarize, that the eligibility of any loan must be determined by the affirmative answer to these two questions:

1. Is the title to the security such as to qualify as a legal investment?
2. If the loan were foreclosed could marketable title be conveyed after the foreclosure?

When these two questions are put to a title which contains any of the objections I have mentioned there is doubtful eligibility of the loan.

Perhaps these various objections and exceptions are like the case of the little boy who asked his father if a ton of coal is very much. The father replied that it depends on whether you are shoveling or buying it. Investors seem always to be shoveling for there are no small title objections to a prudent lender. That is why we investors depend on you.

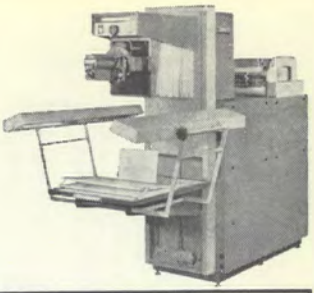
Title insurance companies can and do perform a real service to the investor by calling these matters to their attention and if possible, resolving them before the loan is made.

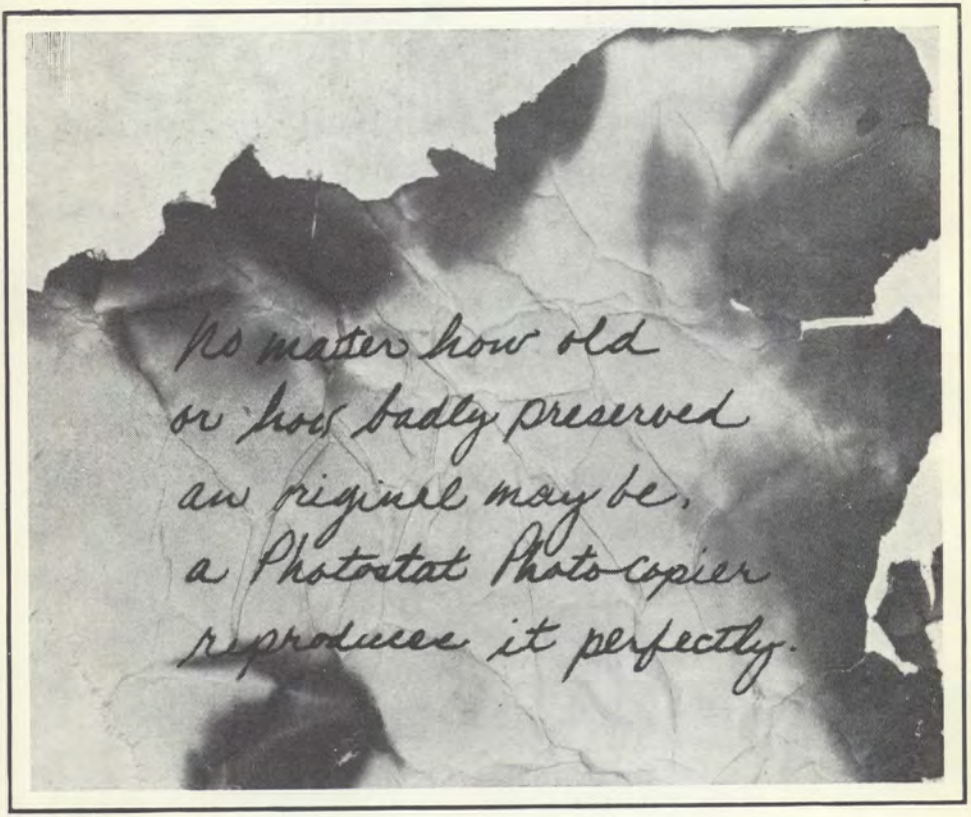
It has been a real pleasure to be with you and I thank you for having the privilege of speaking to you today.

"IS THERE AN EASEMENT IN THE HOUSE?"

I bought myself a house last May
(A title fee I didn't pay)
And moved right in, as proud as I could be.
Two months ago some fellow came
(Right now I can't recall his name)
Who said he had some awful news for me;
He had a paper in his hand
That showed a line right through my land—
It was an easement, five-by-ninety-six;
Well, they began to dig the ground,
(Spread tools and stuff like that around)
And when they left I sure was in a fix!
A pipe about four inches wide
Starts in my yard, then comes inside
And wanders through my bedroom and my den;
It goes across the bathroom door,
Sticks up eight places through the floor,
Goes out one window and comes in again.
I had to move my easy chair
(A giant faucet's been put there)—
The whole darn living room's been changed around;
To make my troubles more complete,
That pipe's across the toilet seat
And I can't move the darn thing up OR down!
I'm moving to another place
Where we'll have lots more living space
(That is, if I can get the door unstuck);
This time there'll be a title search
So we won't get left in the lurch—
I'm through with trusting to this thing called luck!

Written by William J. Stiltz, Transamerica Title Insurance Company, 601 Hamilton Street, Redwood City, California.





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WILLIS ELECTED VICE PRESIDENT

Kansas City Title Insurance Company has announced the election of Charles A. Willis as Vice President in charge of the firm's Colorado Title Company Division at Denver. Willis has been affiliated with Kansas City Title since 1955 in the Denver office.

In his new capacity, Willis assumes responsibility for the Denver officer operations and the supervision of Kansas City Title agents in the Rocky Mountain Region. The region is comprised of the states of Colorado, New Mexico, Wyoming, Montana, Utah and western Nebraska.

Willis succeeds Robert T. Haines, Vice President, who has been transferred to the firm's home office in Kansas City, Missouri.

WILLIS

Willis is a graduate of Northwestern University, where he received a B.S. Degree from the School of Commerce and a J.D. Degree from Law School. He was engaged in the private practice of law in Denver prior to joining Kansas City Title.

Willis is a member of the Denver Board of Realtors, the Colorado and Denver Bar Associations, and the Home Builders Association of Metropolitan Denver. For the latter association's monthly publication he writes a column entitled "Legal Notes".

PROMOTIONS AT TRANSAMERICA

Two prominent executives have been elected to the Board of Directors of Transamerica Corporation, San Francisco, California, John E. Countryman, President of California Packing Corporation, and J. R. Dant, President of States Steamship Company.

Both men are well-known in San Francisco, where their firms are headquartered. Mr. Dant, a native of Portland, Oregon, has been affiliated with Pacific Coast shipping and lumber interests for more than 30 years. For a number of years he was unanimously elected Chairman of the trans-Pacific steamship owners group representing foreign and U. S. flag operators in the trade with Japan.

Mr. Countryman is a native of Illinois and rose through the Calpak management ranks in the Midwest. He was transferred to San Francisco in 1951 and became a Calpak vice president and director a year later. He was elected president in 1963. Mr. Countryman is a director of the California State Chamber of Commerce and

the Wells Fargo Bank, and serves as a regent of the University of the Pacific.

ALSO AT TRANSAMERICA

Transamerica Corporation announced recently that it has extended its title insurance operations into Southern California.

Transamerica Title Company—newest subsidiary of Transamerica Title Insurance Company—opened its Los Angeles title plant for business March 8 under the direction of President John C. Bogue, an experienced title insurance executive.

The company's title plant covers all of the 1.8 million parcels of property in Los Angeles County and dates back to Government patents and Spanish land grants.

Transamerica Title Company's Parent firm—Transamerica Title Insurance Company—and its subsidiaries serve California, Colorado, Arizona, Washington, Oregon, and Alaska. (Previously, its California operations had been limited to the northern half of the state.)

The over-all parent concern—Transamerica Corporation—is a financial service organization whose subsidiaries operate primarily in insurance and finance.

The next Southern California title plant of Transamerica Title Company will be built in Orange County.

PROMOTIONS IN DENVER

Promotions and organizational changes at The Title Guaranty Company in Denver, Colorado, including elimination of the posts of board of directors chairman and vice chairman were announced by Fred L. Klein, President and Chief Executive Officer.

Title Guaranty is a Transamerica Corporation subsidiary.

Aksel Nielsen, who has been Board Chairman, becomes Chairman of the Finance Committee to permit him to devote more time to other enterprises. He continues as a director.

Andrew Dyatt, who has been Vice Chairman of the Board has retired from active management but remains as a director. He joined Title Guaranty in 1928.

Lloyd Hughes, who has also been a Board Vice Chairman, becomes Senior Vice President and remains on the board of directors.

A new member of the board is Dale M. Mathis, Vice President and Treasurer.

Promotions in the Denver office at 1720 California Street are:

Raymond O. Hagerty, from secretary to vice president and secretary. He is an attorney and joined the company in 1951.

Gerald F. Groswold, from attorney to assistant vice president and attorney. He joined the company in 1961 after being associated with two law firms.

Anthony T. Maisto, from Assistant Secretary to Assistant Vice President. He has been with the company since 1946.

Mrs. Irma Sparks and William J. Kelemen, from office employee posts to Assistant Secretaries.

Other promotions are:

Joel C. Davis, Manager of Title Guaranty's Boulder office, becomes an Assistant Vice President, and Bernard L. Beck of the Jefferson County office becomes Assistant Vice President and Attorney.

NEW JERSY REALTY ELECTIONS

The election of Wesley C. Eick to Vice President of the New Jersey Realty Title Insurance Company was announced by James J. McCarthy, President of the firm. The title company is a member of the New Jersey Realty Group.

McCarthy also announced the promotion of John H. McDermitt from Assistant to Associate Title Officer, and Frederick C. Kneer from Attorney and Title Reader to Assistant Title Officer.

Eick was formerly Assistant Vice President and Assistant Secretary. In his new capacity he heads the Title Plant. He joined the company in 1947.

McDermitt joined the firm in November, 1963. He is the coordinator of courses in real estate title searching and abstracting at Rutgers University and served as a lecturer at the Newark extension of the school.

An attorney, Kneer joined the company in 1950. He served a short tenure with a Tom's River law firm recently but returned to New Jersey Realty Title Insurance Company in February, 1965.

PROMOTIONS AT HOME TITLE

Coverly Fischer, Vice President and Divisional Manager of Home Title Division, Chicago Title Insurance Company, N.Y., N.Y., announced that at a recent meeting of the Divisional Board of Directors, the following appointments and promotions were made:

John P. Sheahan was promoted to Vice President and will continue his responsibilities as Office Manager of the White Plains Office of Home Title.

John H. Torborg was promoted to Vice President. He will continue his responsibilities as Office Manager of the Mineola Office.

Paul G. Lotakis, Assistant Vice President and Manager of the New York Office Law Department, was promoted Assistant to the Chief Counsel.

E. Russell Sherman, Jr., Assistant Vice President, will assume responsibilities in the Brooklyn Office of Home Title as Assistant to the Regional Administrative Officer.

James V. Lombardo was promoted to Assistant Vice President and Manager of the East Orange Office of Home Title.

Stephen N. Cea was promoted to Assistant Manager of the New York Office and will have direct supervision of the Law Department operation of that office.

Donald C. Adams was promoted to Assistant Vice President—Sales. He will continue his responsibilities for the development of sales in our Brooklyn Office.

APPOINTED TO PRSA COMMITTEE

Carroll R. West, Vice President and Manager, corporate public relations department, Title Insurance and Trust Company, Los

WEST

Angeles, California, has been appointed to the Long Range Planning Committee of the Public Relations Society of America.

This Committee is charged with the responsibility of reviewing the facilities and services which PRSA provides to its membership and committee members will recommend new services which should be provided.

The Public Relations Society of America is a professional organization for public relations practitioners with 58 chapters and over 5,200 members throughout the United States.

Mr. West has been a member since 1951, was president of the Los Angeles Area Chapter in 1955, national president of the Society in 1959 and was one of the first members to become professionally accredited when PRSA established its accreditation program in 1965.

He resides with his family at Pasadena, California.

HINES ELECTED

McDaniel Title Company, Kansas City, Missouri, announces the election of Stuart D. Hines as Executive Vice President. Mr. Hines is moving here from the Chicago area. He was formerly Vice President of Title Insurance Corporation of St. Louis and is widely known in the national title insurance industry.

Mr. Hines will supervise the operation of the six area offices of McDaniel Title Company and its subsidiaries in the issuance of title insurance.

HINES

CSIC ELECTS VICE PRESIDENT

Paul F. Dickard, Jr., has been elected to the position of Vice President-Title Operations of Commercial Standard Insurance Companies, 6421 Camp Bowie Blvd., Ft. Worth, Texas.

Mr. Dickard joined Commercial Standard in April, 1963, as an attorney in the Title Department. Prior to becoming Vice President, he held the position of Manager —Title Department. Mr. Dickard is responsible for the overall Title functions, including local and multi-state operations.

Dickard received his B.A. and LL.B. degrees from the University of Texas. He is on the Executive Committee of the Tarrant County Republican Club, serves as Secretary Treasurer of the National Title Underwriters Association and is on the Liaison Committee between the Texas State Bar Association and the Texas Land Title Association.

DICKARD

MEETING TIMETABLE

April 14-15-16, 1966
Texas Land Title Association
Sheraton-Dallas, Dallas

April 28-29-30, 1966
Arkansas Land Title Association
Velda Rose Towers, Hot Springs

April 29-30, 1966
Oklahoma Land Title Association
Skirvin Hotel, Oklahoma City

May 1-2-3, 1966
Iowa Land Title Association
The Town House, Cedar Rapids

May 10-11-12-13-14, 1966
California Land Title Association
Arizona Biltmore Hotel, Phoenix, Arizona

May 22-23-24, 1966
Washington Land Title Association
Alderbrook Inn, Union

May 15-16-17, 1966
Pennsylvania Land Title Association
Skytop Lodge, Skytop

June 3-4, 1966
South Dakota Title Association
Sylvan Lake Hotel, South Dakota

June 8-9-10-11, 1966
Oregon Land Title Association
Salishan Lodge, Gleneden Beach

June 15-16-17, 1966
Illinois Land Title Association
Belair Motel, St. Louis, Missouri

June 16-17-18, 1966
Land Title Association of Colorado and
Wyoming Land Title Association
Stanley Hotel, Estes Park, Colorado

June 6-7, 1966
New Jersey Title Insurance Association
Seaview Country Club, Absecon

June 23-24-25, 1966
Idaho Land Title Association
Flamingo Motel, Idaho Falls

June 26-27-28-29, 1966
Michigan Land Title Association
Boyne Highlands

July 10-11-12-13, 1966
New York Land Title Association
Otesaga Hotel, Cooperstown

August 18-19-20, 1966
Montana Land Title Association
Viking Lodge, Whitefish

August 25-26-27, 1966
Minnesota Land Title Association
Howard Johnson Motel, St. Paul

September 9-10, 1966
Kansas Land Title Association,
Ramada Inn, Topeka

September 15-16-17, 1966
New Mexico Land Title Association
La Fonda Hotel, Santa Fe

September 25-26-27, 1966
Missouri Land Title Association,
Ramada Inn, Jefferson City

September 29-30; October 1, 1966
Wisconsin Title Association
Midway Motor Lodge

October 2-3-4, 1966
Ohio Title Association
Statler-Hilton Hotel
Cleveland

October 16-17-18-19, 1966
ANNUAL CONVENTION
American Land Title Association
Fontainebleau Hotel, Miami Beach, Florida

American Land Title Association