

Desk Copy

Title News

the official publication of the American Land Title Association



DO NOT REPRODUCE



Post Convention
Tour Set
For Acapulco

August, 1972



A Message from the Chairman, Title Insurance and Underwriters Section

AUGUST, 1972

The opportunity, as chairman of the Title Insurance and Underwriters Section, to attend various state title conventions as a representative of the American Land Title Association has resulted in some of the most rewarding experiences of my life, few of which will ever be forgotten.

It doesn't really come as any great surprise to learn that title people throughout the length and breadth of this land comprise a group the quality of which is uniquely high, but it is most reassuring to be reminded so consistently of the existence of this phenomenon. The old cliché that "good people make a good company" is as true today as it ever was, but add to that the fact that "good companies make a great industry," and you begin to understand the greatness of the title industry.

Our future growth potential is directly dependent upon our ability to continue to function as a viable industry filling an essential role in the economic development of this great country. This will be achieved if a sufficient number of our individual members will actively involve themselves in the affairs and activities of our state and national associations, and also commit to a direct involvement in spreading the story of our industry on a people-to-people basis throughout our entire operating territory.

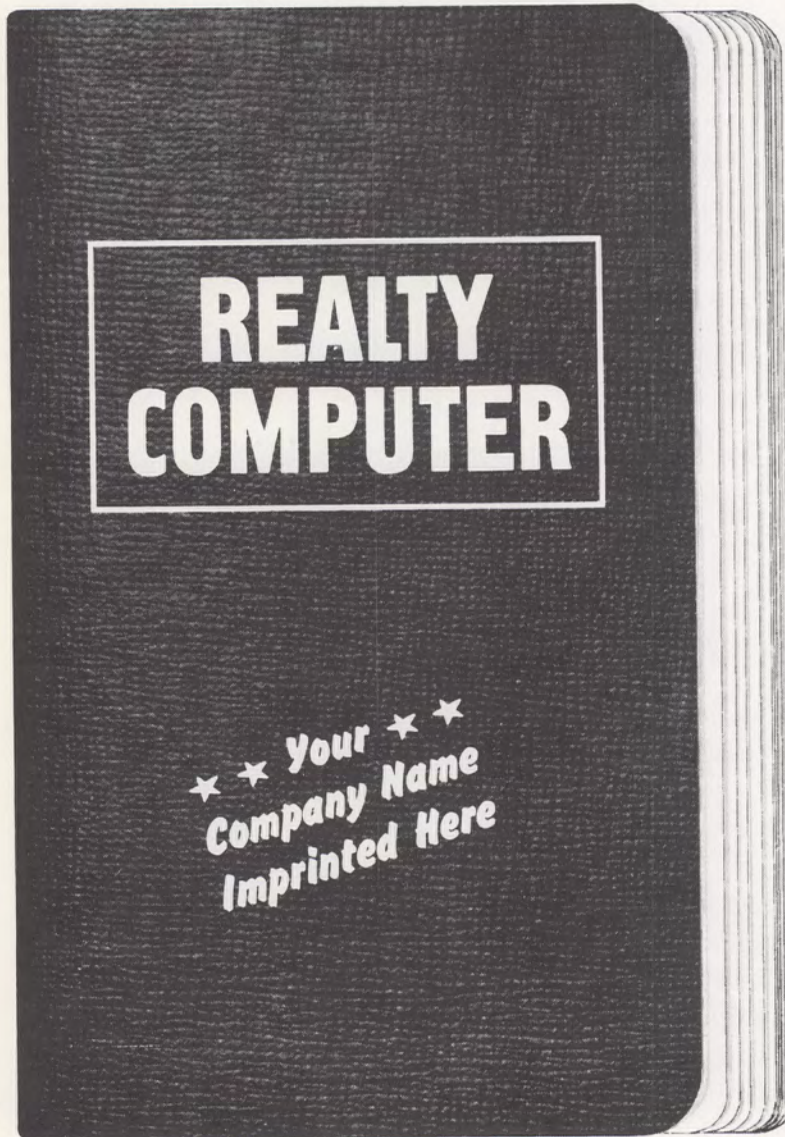
The history of our industry is bright with honor, and it is our responsibility to meet the challenge of the adversities now before us in such a manner as to write a suitable footnote to that history.

Sincerely,

Robert C. Dawson

**FIRST MAJOR "BREAK-THROUGH"
IN 25 YEARS
IN REAL ESTATE TABLES!**

NEW INTEREST RATES INCLUDED



**Your NEW
Hard-Working**

***GIFT*
FOR REALTORS!**

**Created by Realtors
for Realtors**

In addition to the conventional loan amortization payment tables, the New, 240-page *Realty Computer* provides, in shirt-pocket size, *thirty-eight tables* and checklists badly needed by real estate people in their daily transactions.

You owe yourself an appraisal of the *REALTY COMPUTER*—one of the finest professional fact-finders you have ever seen. Your clientele will be asking for it.

Write today for your complimentary copy

PROFESSIONAL PUBLISHING CORPORATION

55 MITCHELL BOULEVARD • SAN RAFAEL, CALIFORNIA 94903

Care To Pick A Winner?



Mr. and Mrs. Home Buyer as seen in the new ALTA film

ALTA's new "Blueprint for Home Buying" film is a winner.

Since the beginning of 1972, more than 11 million have seen it in public service telecasts across the nation.

Government and educational agencies continue to borrow prints for educational use.

Hundreds more see it every month through showings by ALTA members who have purchased their own prints. And, kind words for the "Blueprint" story in the film

and accompanying booklet are being received from an impressive group of title company customers.

The 14-minute, 16 mm color sound film was developed as part of the ALTA Public Relations Program. It takes home buyers through the basics of selecting, financing, and closing. Featured are the experts who provide closing services — including the land title professional.

Prints of the film can be purchased by ALTA members

for \$95 each, plus postage. The accompanying booklet costs \$18 for 100 copies or 20 cents each for 99 or fewer copies, plus postage. Just write Business Manager, American Land Title Association, 1828 L Street, N.W., Washington, D.C. 20036.

Why not order today? There's still time for you to get into the act.

ALTA

Since 1907

Title News

the official publication of the American Land Title Association

Association Officers

President

John W. Warren
Albright Title & Trust Company
Newkirk, Oklahoma

Vice President

James O. Hickman
Pioneer National Title Insurance Company
Chicago, Illinois

Chairman, Finance Committee

Hale Warn
Title Insurance and Trust Company
San Francisco, California

Treasurer

James G. Schmidt
Commonwealth Land Title
Insurance Company
Philadelphia, Pennsylvania

Chairman, Abstracters and Title Insurance Agents Section

James A. Gray
Fidelity Abstract & Guaranty Company
Benton, Arkansas

Chairman, Title Insurance and Underwriters Section

Robert C. Dawson
Lawyers Title Insurance Corporation
Richmond, Virginia

Immediate Past President

Alvin W. Long
Chicago Title and Trust Company
Chicago, Illinois

Association Staff

Executive Vice President

William J. McAuliffe, Jr.

Director of Research

Michael B. Goodin

Director of Public Affairs

Gary L. Garrity

Business Manager

David R. McLaughlin

Association General Counsel

Thomas S. Jackson
Jackson, Gray & Laskey
1828 L Street, N.W.
Washington, D.C. 20036

Features

Toward A Compatible Land Identifier 4

A Legal View: Wrap-Around Mortgages 6

The Economics of Variable Interest Rate Mortgages 8

Departments

Names in the News 9

State Association Corner 10

Meeting Timetable 16

ON THE COVER: Beautiful Acapulco will be visited on the tour following this year's ALTA Annual Convention October 1-4 in Houston. Reservations still are being accepted on the forms already distributed to Association members; these should be returned immediately.

VOLUME 51, NUMBER 8, 1972

TITLE NEWS is published by American Land Title Association, 1828 L Street, N.W., Washington, D.C., 20036; (phone) 202-296-3671

GARY L. GARRITY, Editor, ELLEN KAMPINSKY, Assistant Editor

Toward A Compatible Land Identifier

*Ivan Peters, Chairman
ALTA Committee on Improvement
Of Land Title Records*

(Editor's note: This article is adapted from a report presented by the author, a vice president for Title Insurance and Trust Company, at the 1972 ALTA Mid-Winter Conference.)

* * *

About 10 years ago, several individual members of ALTA became interested in efforts being put forth in various parts of the country relating to the need for improvements in land record systems. Almost all of such efforts involve the use of electronic computer systems in helping improve the storage and retrieval of land title and land use data.

Commencing with the Tri-State Conference on a Comprehensive Unified Land Data System (CULDATA) at the University of Cincinnati in 1966—and through the efforts of Larry Ptak, former treasurer of ALTA—a committee of titlemen was formed for the purpose of becoming acquainted with and participating in conferences dealing with the viewpoints being studied and advanced.

Following the Workshop on Problems of Improving the United States Systems of Land Titles and Records at Mackinac Island, Michigan, in 1968, which was attended by this committee, the American Bar Association adopted a resolution requesting the American Congress on Surveying and Mapping to undertake the study of and recommenda-

tion for a common parcel identifier which would be unique for each parcel of land in the United States. Such an identifier would, it is hoped, be compatible to all government functions—federal, state, county and municipal—as well as the private sector of our economy. Such an identifier would, of course, have to be computer compatible.

The ACSM, through its Committee on Improvement of Land Titles, after further meetings and study recommended an identifier that—to meet one of the criteria that the identifier be geographically distinguishable from all others—utilized latitude and longitude as a basis; the identifier also would identify the state, county, unit, block and parcel (in some areas such as Boston, the unit would be the ward). It also was determined that indexing through such an identifier would have to be limited to parcels in accordance with present ownership-use or, in other words, tax units.

Another matter which required consideration was the composition of parcel index maps on which parcels are fairly accurately illustrated and identified for the purpose of reference and indexing. Much difference of opinion exists as to the scope of such maps—as to accuracy, survey control, and relation to the National Grid System (if in fact such maps can be made to do so without great extension of first and second order survey-

ing and monumenting). This has been done in Fairfax County, Virginia, and the Maritime Provinces in Canada as a basis of maps used for indexing and reference in an integrated system, but not without considerable expense.

The scale of such maps is of great importance to activities, agencies, functions—whether public or private—dependent upon their particular views of what the maps should reflect. Some wish to have the maps of large enough scale (1 inch = 100 feet) so that they could be utilized for indexing such things as zoning, building code violations, business licenses, crimes, health and safety factors, planning, natural resources, ecological influences, etc., etc.

Most everyone recognized the need for large scale maps in urban and suburban areas and that smaller scale maps in rural areas would suffice. But if such maps are to be linked together they must be based on some sort of a national reference system.

The development of a related map system is almost overwhelming even if the utilization of all qualified existing maps can be integrated into it.

Because electronic equipment exists, and can be used to plat maps, many advocates for the improved record process believe this is not really a problem of consequence. They do believe that updating such maps is required, but so far



they have not advanced the practical means by which this can be accomplished to meet the everyday needs of the public using these records on a real time basis.

What isn't really appreciated is the extent of such a mapping undertaking. To illustrate, there are 3,027 counties in the nation and let us assume each county has an average of 350 maps which would require preparation. I am sure this is an unrealistically low figure since Los Angeles County, where I'm from, has in excess of 50,000 affecting land—most of which would have to be redone in part. In the above national illustration, over a million maps would have to be prepared. Thus if a complete set is on hand, and if the necessary space and personnel are available to make use of it, well over 30 million maps would be needed if only one set was required by a county. Add another 30 million if just the assessor and recorder each required a set.

Nobody yet that I have read or heard has advanced any thoughts as to how these maps are to be kept current, although all recognize that it is necessary.

Now to the CLIPPP Conference. This stands for Compatible Land Identifiers—the Problems, Prospects and Payoffs. This conference was organized by the American Bar Foundation and sponsored in part by them, American Bar

Association, American Land Title Association, American Congress of Surveying and Mapping, Federal Urban Information Systems Inter-Agency Committee (USAC), Chicago Title and Trust Company, and I believe one or two others. The conference had been in the planning stage for well over a year.

The participants numbered 63, representing college professors, federal government agencies, American Bar Association, ACSM, assessor offices, recorder offices, state offices, city agencies, and private business. There were a few others in attendance but they did not participate. All proceedings were taken down by reporters and the mass of discussion has been compiled.

Allison Dunham, Professor of Law, University of Chicago, acted as moderator throughout the conference and, after a general session setting out rather broad goals including the draft of a proposed model state statute, the participants were split up into six workshops covering the following:

- I — Technical Aspects of Parcel Numbers and Geocoding Identifiers;
- II — The Probable Consequences of a Standard Parcel Identifier;
- III — Parcel Identifier Needs for Land Use Related Activity;

- IV — Parcel Identifier Needs for Engineering Related Activity;

- V — Parcel Identifier Needs for Legal Related Activity;

- VI — Parcel Identifier Needs for Administration Related Activity.

After the workshop groups met independently, the general session reconvened and progress reports were made to inform everyone of the individual progress of the workshops. Then the workshops went back into session in an effort to reach agreement on acceptable group statements.

At the end of the conference, most of the participants did not seem to feel that any cohesive conclusions had been drawn.

A tremendous amount of material had been forwarded to the participants for reading before the conference. This included 22 papers ranging from 7 to 52 pages and specifically prepared for this conference, and 17 papers of approximately the same length covering appropriate matters presented at other times. A preliminary bibliography references 336 articles and books; if anyone wishes to look into this matter deeper, I can supply the references.

Some participants stayed over to consider a possible model statute.

Some things appear to have polarized and they can be stated this way:

1. The ultimate goal of having a single system of land records cannot be practically achieved. A series of regional centers will have to be maintained—which can be called upon for detailed information, statistical analysis and planning.

2. Many sub-systems will have to be accommodated as there are many computer systems in the development stage or already in use that may be using other means of parcel identification. For instance, many tax assessment and collection functions use assessor parcel number identifiers; others use street address, census block number or block face numbers, street segment or intersection, etc.

3. One of the sub-systems that will have to be maintained is the file of real property documents maintained in a land indexed manner rather than by

Continued on page 11

(Editor's note: This article appeared in the *New York Law Journal*, and is reprinted with the permission of that publication.)

* * *

The so-called "wrap-around mortgage" is perhaps more easily described than defined.

It would seem clear that it must be considered, at least at the outset, as a secondary lien junior in priority to the mortgage around which it "wraps." Yet because of the mechanical aspects of its operation it partakes somewhat of a mortgage on a parity with the mortgage "wrapped-around." This latter characteristic is certainly not so strong as to

A considerable amount of interest, however, is being expressed in New York today with respect to mortgages of this type. Such interest arises perhaps because of the fact that potential borrowers have read or heard that the use of this mechanism may have highly beneficial results to them in the way of avoiding both the high initial cost and the relatively high debt servicing (with its resulting drain on cash flow and reduction in immediate return on equity investment) which often accompany the usual secondary financing and also because recent amendments to the law permit this type of financing to be made by regulated investors heretofore almost universally limited to mortgage financ-

years ago, attention has been given to it only recently in the United States and I have been unable to find any reported decision of a court on the problems which may result from its use. We can perhaps, however, consider some of the lines of legal precedent which should by analogy be applicable and attempt to outline procedures which the title industry might judge necessary in order to permit the issuance of title insurance in form satisfactory to a lender participating in a wrap-around transaction.

To describe a wrap-around mortgage I wish to state (1) the situations in which it might be attractive to a borrower; (2) the approach by the lender; and (3) the unusual obligations of the lender and re-

A Legal View: Wrap-Around Mortgages



*Edward F. Healey, Vice President, General Counsel
Home Title Division, Chicago Title Insurance Company*

permit counsel for regulated investors to indulge in the opinion that a mortgage at the secondary level "wrapped-around" a first mortgage is in itself a first mortgage.

Nevertheless, an instance has been reported in which a mortgage investment trust agreement, in defining the investments which the trustees were empowered to make, specified that the trustees might invest in second mortgages provided such second mortgages were "wrap-around mortgages." Obviously, both the trustees and the beneficiaries considered a mortgage of this type to provide something more attractive, from an investment viewpoint, than the conventional second mortgage.

ing upon the security of a first lien.

Basket Clause

Consider, for example the amendment of the Banking Law added effective May 10, 1969, by the addition of subdivision 20 to section 235, a so-called leeway provision or basket clause. To the lender which chooses to avail itself of the wrap-around procedure, this route enables it to obtain an ultimate net yield on a refinancing of the project indebtedness which is consistent with the return to be sought for in the current market and yet to charge a contract rate below that of the market.

Although the wrap-around mortgage may have been in use in Canada many

restrictions on the borrower inherent in this type of financing.

Secondary Aspect

Although a borrower may have other objectives in view, because of the peculiar financial structure of his project, I have emphasized the secondary financing aspect of the usual transaction and suggest that we consider the following as typical of the situations encountered:

(1) The borrower is in need of additional funds and, although his first mortgage terms are satisfactory, finds additional conventional secondary financing costly and too burdensome upon his cash flow from the project and finds, further, that although he can refinance

through the same lender or another lender in an amount which will produce the additional funds desired, he can do so only at an interest rate he does not wish to pay; or:

(2) When additional financing is required which the present first mortgage holder is unwilling to make at satisfactory terms but the mortgage does not permit prepayment and conventional secondary financing will produce too substantial an economic drain upon the project.

The lender's approach to the transaction is to determine whether or not it is willing to make a loan in the aggregate amount required and, if so, at what net yield. The key to the transaction, mechanically, is that the wrap-around lender makes a loan in the *aggregate* principal amount at a stated rate of interest—but leaves the first mortgage outstanding to be paid in accordance with its terms. Since such lender has a net investment from time to time (disregarding, for the moment, a default at the outset of the transaction) of only a portion of the aggregate indebtedness, the net yield is obviously higher than the stated contract rate and, if we assume an amortization rate satisfactory to the borrower, the "wrap-around" may therefore accomplish the objective he is seeking.

From the mechanical structure of the transaction, certain obligations upon the lender and restrictions upon the borrower necessarily flow.

Payments Agreed

First, the lender must agree to make payments on the first mortgage which has been left outstanding as such payments become due out of the payments made to it under its own mortgage schedule (to the extent that such payments are adequate). In the early period the wrap-around mortgage is in force, there may be a deficiency by reason of the schedule itself and an additional advance may be required from the wrap-around mortgage which the venter should agree to pay.

I am of the opinion that in making such payments the lender should be more than a "conduit," even to the extent of funds paid which have, in turn, been received from the borrower. I consider it unwise to draft the mortgage

documents in a manner which suggests that only if the amounts due on the first mortgage are received from the borrower will the lender, in turn, forward such amounts to the first mortgagee. On the other hand, most lenders instinctively resist the thought that they will have a firm and continuing obligation to make such payments even though defaults may exist in the payment of obligations due them. My goal is to avoid the suggestion that such payments are voluntary or optional on the part of the lender.

In view of many real estate practitioners who have considered the problem, those payments (and clearly those which represent an additional advance by the lender) may represent a future advance under the wrap-around mortgage and, if voluntary or optional, may have adverse legal consequences to the lender (*Hyman v. Hauff*, 138 N.Y. 48; *Catskill National Bank & Trust Co. v. Saxe*, 175 Misc. 501, 24 N.Y.S. 2d 82). I suggest, however, that such rule may well not be applicable where the wrap-around lender is obligated to make the payments upon the first mortgage but is relieved of such obligation upon a default by the borrower. The waiver of such default may not result in the subsequent advance being voluntary or optional. This aspect of the transaction can be of particular importance if, in a distress situation, the wrap-around lender elected to pay the entire principal indebtedness due on the first mortgage.

Second, the borrower must be restrained by reason of his contract with the wrap-around lender from prepaying the first mortgage. If this is not done, the benefits in yield which motivated the wrap-around lender to consider the transaction may not be received.

Lien Priority

The ability of a wrap-around mortgage to preserve the priority of its lien, as to advances made by it after it is aware of the existence of subsequent liens, is of course bolstered by the theory of subrogation. But, in general, such theory will be applied only where such payment is required because the holder of the senior indebtedness is seeking to enforce collection by foreclosure. As stated in *Twombly v. Cassidy et al.* (82 N.Y. 155), "The right of a junior encum-

brancer to be subrogated in the place of a senior encumbrancer, upon payment of the lien of the latter, rests upon the principle that justice and equity require that he should be entitled to the rights and securities of the senior encumbrancer. He is bound to pay the demand of the senior encumbrancer before his own can be liquidated, and, under the circumstances, it seems but equitable and just that he should be allowed to control the lien which stands in the way of obtaining the amount of his debt."

The value of the right of subrogation can be enhanced, of course, and any possible confusion in interpretation of the reported cases avoided, by prior agreement of the parties. New York statutory law provides for the delivery of an assignment of mortgage in lieu of a satisfaction upon payment and demand for such assignment by the debtor.

The court will undoubtedly uphold an agreement, made in advance, among a borrower, a "wrap-around" lender and a first mortgagee to the effect that, if an attempt to enforce collection of the first mortgage is commenced, the first mortgagee will upon payment being made by the wrap-around lender and a demand for an assignment being made by it, assign such mortgage to the wrap-around lender.

The problem of usury is ever present in a wrap-around mortgage because of the nature of the transaction. We must bear in mind that the face amount of the obligation is far greater than that which will ever be actually advanced by the wrap-around lender except in the most unusual circumstances.

Although the contract rate set forth in the obligation may be less than the maximum legal rate, the interest actually received by the lender from time to time, or accruing, deferred and ultimately to be received, when calculated upon the amounts actually advanced by the lender from its own funds, may far exceed the legal rate. Although it has been suggested that it might be argued that the borrower *paid* only at the legal rate and by coincidence the lender *received* interest above the legal maximum, I find no authority in New York for that proposition.

It appears to be the general law of New York that "a contract or obligation

Continued on page 11

The Economics Of Variable Interest Rate Mortgages

G. M. von Furstenberg

*Associate Professor
Of Economics*

Indiana University

(Editor's note: This article originally was prepared for the *Federal Home Loan Bank Board Journal*.)

* * *

In the last seven years, housing starts have fluctuated dramatically. At the beginning, when a drastic but short-lived attempt was made to combat the inflationary pressures that had become evident by the middle of 1966, total private housing starts plummeted by over 20 per cent in the course of a single year. They fell from 1,473,000 units in 1965 to 1,165,000 units in 1966. If public housing starts had been included, between 30,000 and 40,000 units would have been added to both totals. Then, in subsequent years, housing starts recovered as the ceilings on mortgage rates and on time and savings deposit rates were adapted to the higher level of nominal interest rates prevailing in the market. A complete recovery did not occur, however, until inflationary expectations were decisively turned around in 1971. During that year, total private starts spurted from 1,434,000 units in 1970 to well over 2 million.

With over 2 million starts for 1971, the recent level of starts appears to have been almost twice as high as in 1966. This degree of instability is without parallel in any other major production sector. It is particularly surprising in that housing is not subject to erratic shifts in private demand. The responsibility for the stop-go pattern therefore must be placed squarely on the side of supply. Since about 95 per cent of all new homes are acquired with the benefit of long-term financing, variations in the flow of mortgage credit drastically affect the future level of housing starts and the price and liquidity of real estate.

One of the main reasons for the instability of home financing has been the inability of specialized mortgage lenders, in particular savings and loan associations, to keep their passbook rates competitive with other short-term rates in periods of inflation. For instance, while 3-month Treasury bill rates rose from 5.34 per cent in 1968 to 6.68 per cent in 1969, the average cost of funds to insured S & L's, which is principally determined by passbook rates, rose by a mere fraction of a point from 4.74 to 4.88 per cent. S & L's have been reluc-

tant to raise their passbook rates by much more than the advance in the average yield on their total mortgage portfolio. The turnover of these portfolios, however, is notoriously slow. With rates being unresponsive on both the assets and the liabilities of S & L's, any rapid change in money market rates produces massive upsets in the flow of funds to S & L's. When money market rates go up, funds flow out. Once money market rates have stabilized or begin to decline, funds flow back in. As a result of these large fluctuations in the availability of mortgage credit, construction activity is destabilized, builders' risk is high, and the earnings of S & L's become unsteady.

To reduce the subjugation of the housing sector to every twist and turn in monetary policy and inflationary psychology, the general availability of mortgages with variable interest rates is recommended in this paper. Under this proposal, rates would change on existing, as well as on new, mortgages to meet the market. Since the average yield on the assets of S & L's is thus kept current at all times, regardless of mortgage turnover, passbook rates would be equally current. If competitive conditions dictate a rise in mortgage rates, passbook rates would rise by a similar amount, thus preventing an outflow of funds. The depositors at S & L's would get a higher return on their savings while mortgagors would pay more and homebuilding activity would continue uninterrupted. Conversely, when rates fall, depositors would get less, mortgagors would pay less, and building activity would be prevented from being overstimulated in the boom and bust pattern characteristic of the past.

It is likely that the efficiency of the building and building materials industries would be raised since variable mortgage rates would ensure greater stability of operations. Similarly, the earnings of S & L's would be less volatile as lending volume and deposit size grew more evenly. This should raise the price-earnings multiple of S & L equities.

Mortgagors will stand to gain from variability in rates from the strong possibility that initial rates on variable-rate mortgages may be lower than rates on fixed-rate mortgages because lenders

Continued on page 12

names names in the news names

Fidelity Title Insurance Company has announced the following promotions: **Kathryn M. Mestecky** to vice president, legal department; **Leslie L. Siegmund** to assistant secretary; **Donald L. Baugous**, continuing as Lincoln, Neb., office manager, to vice president; and **Donald C. McCroden** to assistant vice president and manager of the Des Moines office, known as the Iowa Title Company.

* * *

Title Insurance and Trust Company has named vice president **Robert G. Christensen** manager of the marketing division for the western region encompassing California, Oregon, Washington and six other states, with headquarters in Los Angeles.

TI also has named **Richard G. Sleight**, vice president and former Sacramento division officer, manager of title insurance operations in Orange County, Calif., with headquarters in Santa Ana.

* * *

Charles W. Gordon has been appointed assistant vice president for Commonwealth Land Title Insurance Company, Philadelphia.

* * *

District-Realty Title Insurance Corporation has named **Richard H. O'Brien**, senior vice president specializing in business development, to the board of directors; and Mrs. **Velma R. Williams**, assistant vice president responsible for the combined title insurance department and national division, vice president.

* * *

Peninsular Title Insurance Company has announced the following promotions: **William H. McCracken**, vice president and treasurer, to board of directors member; and **Robert L. Niehoff**, former vice president in charge of the Brevard County Title and Abstract Division, to senior vice president-marketing, with headquarters in the Ft. Lauderdale executive offices. **John W.**



CHRISTENSEN



O'BRIEN



WILLIAMS



MCCRACKEN



NIEHOFF



BERKLEY



WEINERT



BASS



CLARK



WATTERSON

Berkley, former Brevard County claims department head, succeeds Niehoff and will have offices in Merritt Island and Melbourne.

* * *

John A. Weinert, assistant treasurer for West Jersey Title and Guaranty Company, has been named treasurer, a position formerly held by Ramond B. Heston, who continues as vice president.

* * *

Kent Bass, former agency administrator for Southwest Title Insurance Co., has been named manager for the southwest region including Arkansas, New Mexico, Oklahoma and Texas.

Southwest also has named **Robert S. Clark**, former assistant director of civic affairs for Transcontinental Gas Pipe Line Corporation, Houston, director of business development.

* * *

Alfred V. Watterson, senior title attorney, has been elected assistant branch counsel of the Pittsburgh office of Lawyers Title Insurance Corporation.

* * *

First American Title Insurance Company has appointed **Donald B. Davidson** senior civil engineer. He formerly was a senior civil engineer with the state of California. He serves as consultant on tidelands, submerged lands, rivers and waterways for all First American offices and subsidiaries.

Lawyers Qualifies In Saskatchewan

Lawyers Title Insurance Corporation has qualified to do business in the province of Saskatchewan, Canada, bringing to eight the number of provinces in which it is licensed.

Business in Saskatchewan will be handled through Lawyers Title's Toronto agency, Ontario Title Insurance Agency Limited.

association corner

state



Oregon Members Hear Dignitaries

Viewpoints of state government, ALTA and Washington Land Title Association representatives highlighted the Oregon Land Title Association's sixty-fifth Annual Convention June 22-24 at the Village Green in Cottage Grove.

Acting state insurance commissioner Frank Howatt explained his agency's difficulties in processing industry complaints; Herbert Alstadt, state rating bureau counsel, reported on his organization's activities; and assistant attorney general Dale Crabtree recounted the dangers of selling desert land subdivisions to non-residents.

Developments in Washington—D.C. and state respectively—were discussed

by James A. Gray, chairman, ALTA Abstracters and Title Insurance Agents Section, and Richard A. Hogan, WLTA secretary-treasurer.

Other activities included a panel discussion on title insurance losses with Kenneth R. Schramm, Oregon counsel, Transamerica Title Insurance Company; John M. Smeaton, vice president and secretary, Title Insurance Company of Oregon; and Thomas G. Stapleton, assistant vice president and division counsel, Pioneer National Title Insurance Company (all of Portland), and an office machines seminar and exhibit conducted by Mike Graham of IBM, Robin Harris of Cascade Microfilm, and Herbert Ross of Portland Typewriter Company.

Members elected Dan P. McLoughlin, Jr., manager of Wasco Title Oreg.,

Ltd., The Dalles, president. W. Vern Galaway, vice president and manager, Title Insurance Company of Oregon, Beaverton, was elected vice president, and Stanton W. Allison was reappointed executive secretary and treasurer.

The following were named executive committee members at large: Robert L. Harris, president and manager, Douglas County Title Company, Roseburg; Robert M. Heil, vice president, Willamette Valley Title Co., Salem; and W. B. Schlupe, secretary and manager, Land Title Insurance Agency, Ontario.

Several long-serving abstracters, and several OLTA past presidents were awarded honorary memberships. Recipients include: Vera Gray, president of Grant County Abstract Company, Canyon City; Rena V. McCallum, owner, Baker Abstract and Title Company; Grace O. Nickerson, secretary, Morrow County Abstract and Title Co., Inc., Heppner; and past presidents Gordon McKay, state senator and former president of Deschutes County Title Insurance Company, Bend; Urline S. Page, former president of Union Title Insurance Company, Salem, and Bert J. G. Tousey, former vice president of Transamerica Title Insurance Company.



At the Oregon Land Title Association Annual Convention (shown clockwise from top, left), newly-elected president, Dan McLoughlin, presents Honorary Membership plaque to Vera Gray, president, Grant County Abstract Company; James Gray, chairman, ALTA Abstracters and Title

Insurance Agents Section, addresses audience; Frank Howatt, acting Oregon Insurance Commissioner, speaks; President McLoughlin presents plaque to retiring president, Bob Smith; Washington Land Title Association secretary-treasurer, Richard Hogan, speaks at banquet.

to pay a sum of money larger than that actually lent to or due from the debtor is usurious, if the difference between the face amount of the obligation and the sum actually received or owed by the debtor when added to the interest exceeds the return permitted by law upon the sum actually received. Under such circumstances, the giving of a note of mortgage amount advanced will result in usury." (32 N.Y. Jur. 1 Interest and Usury, sec. 59).

What of the availability of title insurance in connection with the wrap-around transaction? Upon what conditions and in what amount will a policy be written? Because of the newness of this type of transaction and the relative small extent to which financing on the wrap-around basis has so far been utilized, I cannot propose to state an "industry" position. If the many companies are approaching the problem with any degree of uniformity, that approach has not yet come to my attention. I should like to make certain comments, however, relative to the experience which I and other officers of my company and its affiliates have had.

The problem of usury must be most carefully considered. In the normal wrap-around mortgage, the yield to the investor upon the amounts actually advanced to or for the account of the borrower from its own funds (and also the yield on its net investment from time to time if that investment is understood to include such amounts actually advanced plus accrued but deferred interest; i.e., deferred because after deduction of amounts payable to the first mortgagee cash is not available to meet such interest payment but must be converted to cash only from future payments after a point is reached when the schedule of payments under the wrap-around mortgage increases or the first mortgage has been fully paid) exceed the maximum rate of interest allowed by law. It is therefore clear to me that a New York form of policy of title insurance should not be issued without exception as to loss or damage arising from usury unless it is clear that the borrower cannot plead usury; e.g., a situation in which the borrower is a corporation precluded by statutory and case law from so pleading.

Usury Insurance

Francis P. Gunning, vice president and associate general counsel, Teachers Insurance and Annuity Association of America, in a recent informative article on the wrap-around mortgage published by the International Council of Shopping Centers, Inc., has stated in substance that a knowledgeable lender will make a loan of this type only if the problem of usury can be completely discounted and, if possible, insured against. If this be the case, the technique will not be used in New York except in the situation I have described and, even then, with considerable care.

If the question of usury can be satisfactorily resolved, the continuing priority of the wrap-around mortgage with respect to future advances by the lender, to meet a deficiency during the early stages in an installment of debt service due on the first mortgage, to satisfy a balloon payment becoming due on that

mortgage or to pay the entire unpaid principal and interest in a "distress situation" must be considered. It is my view that, if such advances are optional, continuation searches must be made with respect to the condition of title and that liens, if any, found to have been recorded subsequent to the recording of the wrap-around mortgage must be disposed of before the priority of that advance can be insured.

IDENTIFIER—Continued from page 5

name. References to microfilm copies of title documents will be utilized although some persons go considerably beyond that in their thinking.

4. A persons index will have to be maintained and personal identification made by Social Security number or other nationally devised identification for persons, corporations, partnerships,

NELTA Elects Keyes President; Forrest, Thompson, Vice Presidents



Newly-elected executive committee members of the New England Land Title Association are shown at their recent annual convention in Newport, R.I., where Henry W. (Gov) Keyes, president, Massachusetts Title Insurance Company, Boston, was elected president. Officers in the front row, from left, are: C. Willis Thompson, vice president of Commonwealth Land Title Insurance Company, Providence, R.I., vice president; Keyes; and Richard S. Forrest, vice president of Chicago Title Insurance Company, Hartford, Conn., vice president. In the back row, from left, are: committee member Bert Steen, vice president of Chicago Title Insurance Company, Boston; Bruce Zeiser, Boston, state manager of Lawyers Title Insurance Corporation, NELTA past president; Robert G. Bannon, vice president of Security Title and Guaranty Company, Hartford, secretary-treasurer; and affiliate committee members Robert Redniss of Parsons, Bromfield and Redniss, Surveyors and Engineers, Stamford, Conn., and Frederick S. Lane, of the law firm Nutter, McClennen & Fish, Boston.

etc., to cover general lien items, death, divorce, incompetency, etc.

The viewpoint has been expressed that legislation must be obtained to require that general liens shall not exist but shall become liens only if the land owned by the debtor is set forth and that this would have to apply to the federal government.

5. Almost all use of the conceived system does not require the degree of accuracy and precision required for real property rights and the definition of boundaries. Thus, a two-tier concept was advanced:

1st: Geo-code parcel identifier.

This could be an arbitrary parcel designation as in an assessor's parcel system but would not be sufficiently definitive for boundary purposes.

2nd: Geo-Definition. Would be sufficiently definite and accurate so that it could be used in place of or be required to be used in lieu of other means of describing land, including metes and bounds.

6. Close division of opinion was noted as to the methods by which the parcel numbers should be assigned. The essential differences of opinion involved which of two methods would prevail:

(a) The one advanced by the American Congress of Surveying and Mapping Committee was that which requires reference to the state, county, unit or block and parcel number. The parcel numbers would be assigned in what is called an arbitrary fashion, thus using available qualified subdivision maps and the assessor's parcel numbering system. This method includes the use of Plane State Coordinates for Geo-coding purposes on a corner or line basis to be coordinated with the National Grid System as established by the United States Coast and Geodetic Survey.

(b) The other, advanced strenuously by some advocates of federal agencies, was one in which there was minimal arbitrary assignment of parcel numbers. This would be only after resurvey and further monumentation to United States Coast and Geodetic standards and the use of the 7 1/2-minute Quadrangle series of topographical maps.

Numbering is to be assigned in a predetermined sequence and would not vary from place to place.

Geo-Centroid comprised of pairs of intersecting coordinates at the center or near center of a parcel would identify it rather than delineate the boundary coordinate points. It is advanced that the use of the Geo-Centroid, supplemented by necessary boundary information if needed, could represent special relationships so essential to many uses.

In both (a) and (b) above, a third or vertical coordinate would be included where it would be necessary to refer to underlying minerals or other resources or to condominiums or air rights. There was almost an even split as between the (a) and (b) methods advanced above with some indicating it had to be (b) or they wouldn't go along. Final conclusion on this point is not settled as far as many are concerned, including our committee. It is to be seen how this is handled in the final report of the CLIPPP Conference, along with what sort of proposed legislation was drafted for further study.

VARIABLE—Continued from page 8

will not require a hedge against rate changes. Also, "points" and prepayment penalties on variable-rate mortgages would, in all likelihood, be reduced from those on fixed rate mortgages.

Benefits to Home Buyers

All home buyers would benefit from a stabilized flow of funds, effected by variable-rate mortgages, in that a continuous availability of money for homes would be assured. Also, builder-developer and construction materials suppliers would have the capability of more stable operations, and would not suffer from the diseconomies of the boom-bust cycles which imposed additional cost upon builders and suppliers, and ultimately upon the consumer.

The variable-rate mortgage also will eliminate the inequity between home buyers who purchase when rates are low and those who purchase when rates are high. Those paying high rates presently are subsidizing those paying low rates. By stabilizing the flow of mortgage

money, the total of funds and of dwelling units could be appreciably lowered. How, then, will S & L's be able to sell variable-rate mortgages (VRM's) to the borrowing public?

Before answering this question, the risks of fixed-rate contracting must be pointed out. Particularly under conditions where nominal interest rates are expected to be buffeted periodically by significant waves of inflation, fixed-rate contracting necessarily involves a gamble. A single contract rate is finally settled upon from among the many rates corresponding to the numerous possible outcomes which are anticipated with varying degrees of probability.

For example, assume a lender requires a real rate of return of 4 per cent and his "best guess" is that the rate of inflation will be 4 per cent next year. Though less likely, the lender also feels that the rate of inflation could turn out to be as low as 2 per cent or as high as 6 per cent. The lender would then set a rate of 8 per cent on a one-year instrument if he has no risk aversion. To be on the safe side, he might set the rate even higher so that the worst possible outcome from his point of view (6 per cent inflation) would not leave him too far below his required real rate of return of 4 per cent. What is the worst possible outcome for the lender is the best possible outcome for the borrower and vice versa if prepayment is ruled out. The undiversified borrower therefore would require a rate of less than 8 per cent if he is equally risk averse and had unused shorter borrowing alternatives.

Whatever rate and loan amount is finally settled upon involves the oftentimes differing expectations of both the lender and the borrower. In theory, risks could be reduced through diversification of assets and debts, but this is not feasible for most originating lenders and individual borrowers in the mortgage market. Thus, if inflation is 4 per cent, nobody gains or loses, but if it turns out to be 2 per cent the lender gains and the borrower loses, while if it is 6 per cent the lender loses and the borrower gains. Since future rates of inflation inherently are stochastic, fixed-rate contracting invariably introduces the risk of arbitrary redistributions of wealth between debtors and creditors. This problem becomes much more serious if mortgages with an

expected duration of six to eight years (and maximum maturities of up to 35 years), rather than one-year financings, are considered.

In the case of mortgages, one might object that the risk of fixed-rate contracting is actually one-sided. It binds the lender, not the borrower, at least if prepayment charges are absent and refinancing is costless. To this extent, the lender would be even wavier of fixed-rate contracting at 8 per cent. For if the mortgagor refinances whenever the inflation rate is below 4 per cent while the lender cannot call the mortgage when the rate of inflation is higher, the expected real return to the lender is no longer 4 per cent, but less. In the example above, he therefore would definitely have to insist on obtaining more than 8 per cent. Alternately, he could ensure his contract return by charging a little less than two "points," thus preventing the borrower from refinancing even if the rate of inflation falls to 2 per cent and the interest rate to 6.

In the real world, prepayment penalties, closing costs, and "points," are often significant. Hence, it is not true that fixed-rate borrowing is riskless for the borrower. He, too, may forego some profitable alternatives. For instance, if he borrowed at a rate to yield 8 per cent to the lender, then it may not be worthwhile to refinance if the nominal interest rate falls to 7 per cent. Assuming 1.6 per cent closing costs and a 1 per cent prepayment penalty, the mortgagor would have to be sure to hold the mortgage for at least another three years before it would be profitable to prepay, and it would take even longer if points were charged originally. In addition, many mortgagors fail to refinance even if the rate differential is favorable, because inertia, lack of knowledge, or limited borrowing alternatives prevent them from taking action. Both types of mortgagors would have been better off with VRM financing. It is obvious therefore why borrowers prefer VRM's to fixed-rate mortgages when rates are expected to fall. It also is clear that there would be a supply of both variable- and fixed-rate mortgages if future rates are expected to be flat and the variable rate is initially equal to or below the fixed rate. In the latter case, it only is required that mortgagors, like mortgagees, are effectively

locked in once they opt for the fixed-rate instrument to justify some diversification demand for and borrowers' supply of VRM's. By the same token, borrowers would prefer and lenders would disfavor fixed-rate mortgages at equal initial rates if long-term rates are expected to rise.

However, it is unlikely that equal initial rates would prevail in the last situation. As the supply shifts to the fixed-rate form and lending institutions invest a rising percentage of their assets in this inflexible instrument, they naturally would require increased risk premiums to tolerate the rising imbalance in their asset portfolios, even with neutral rate expectations. The process would stop when the initial spread between current variable- and fixed-mortgage rates is so large as to leave the representative mortgagor (and the mortgagee) indifferent between the two instruments even though he expects variable rates to rise in the future in line with the index to which they are tied. Leaving the determination of spreads between fixed and variable rates on new mortgages purely

to market forces will, therefore, assure that both the supply and the demand for VRM's are continuous. As demand and supply shift between these two types of instruments, the current rate differential adjusts to reestablish portfolio balance under any state of interest rate expectations.

Initially, when VRM's are still uncommon in comparison to fixed-rate mortgages, S & L's will value the yield elasticity enough to accept a lower starting rate even if the outlook for interest rates is flat. This lower yield would be proof that lenders prefer VRM's to fixed-rate mortgages, at least as long as VRM's constitute a small fraction of their total mortgage portfolio. They accept the prospect of lower expected yield in return for the insurance that yields will be elastic should their expectations be wrong. With flexible yields, passbook rates can be moved to meet changing money market conditions, and lending volume can be maintained. Thus lenders, like borrowers, can only be made better off if they are given a choice of financing instruments to suit their specific

New Book by Chicago's Kratovil Covers Entire Mortgage Law Field

Robert Kratovil, vice president in charge of legal research for Chicago Title Insurance Company, has authored a new book, *Modern Mortgage Law and Practice*.

Published by Prentice-Hall, Inc., this guide covers the entire field of mortgage law and related problems affecting mortgage transactions. Discussed in the volume are such topics as usury in mortgages, the uniform commercial code, conveyance of mortgaged land, deeds of trust, and sale and leaseback.

Written for mortgage bankers, brokers, loan administrators, attorneys, and others in the mortgage business, the book features 243 examples, summaries of recent key court decisions, discussion of economic and tax advantages of certain undertakings, and suggested solutions to various problems.

An earlier Kratovil book, *Real Estate Law*, now in its fifth edition, has sold nearly 200,000 copies. Kratovil is former chief title officer for Chicago Title and



Robert Kratovil

Trust Company and former general counsel of Chicago Title Insurance Company, and has taught courses on mortgages, property and real estate law at the DePaul University College of Law, the Mortgage Banker's School, and the American Savings and Loan Institute.

expectations, income patterns, and portfolio requirements.

VRM Investment Characteristics

The investment characteristics of variable-rate mortgages differ significantly from those of fixed-rate mortgages. Fixed-rate mortgages are fair substitutes for corporate bonds. Variable-rate mortgages, on the other hand, may be expected to provide a high degree of real value protection because interest rates respond sensitively to past rates of inflation and the inflationary expectations engendered thereby. Thus, VRM's afford some of the same protection against inflation that traditionally has been attributed to stocks. Permanent investors who value the hedge provided by the variable-rate feature of the instrument would be expected to add VRM's to their portfolio. While nominal interest rates do not rise immediately by the rate of inflation, neither do stock prices. Over longer inflationary periods, however, the correlation can be shown to be quite close. The fact that VRM's or VRM-backed securities must always trade close to par represents an

added attraction, reducing capital market risk and enhancing the liquidity of the mortgage instrument.

With continuous demand by originating lenders and by other permanent investors for the novel features of VRM's thus assured, mortgagors will always be found who will opt for the variable-over the fixed-rate form of financing at the appropriate rate spread. As the efficiency and stability of mortgage financing is raised through the introduction of this cyclically robust instrument, lending and construction volumes may well be permanently higher. Savings and loan associations can benefit from higher volume and a steadied flow of earnings. What percentage of S & L mortgage portfolios will eventually take the VRM form depends on the way in which mortgagors and mortgagees rate the advantages of this instrument in the light of price level and interest rate developments. Fortunately, recent events have taught us that rates of inflation can go down as well as up, so that fixed-rate mortgagors can also lose.

Inadequate and insufficient housing is a major contributing factor to the social unrest in the United States today. The

residential construction and financing industries have failed to provide housing at prices and with financing terms within the budgets of many Americans. The adoption of the variable-rate mortgage concept will be a substantial step toward meeting the housing and financing needs of the American people by lowering financing cost to the construction industry and ensuring a more dependable supply of mortgage funds to consumers at a more reasonable cost.

Charles Rood, 62, Dies in Illinois

Charles H. Rood, 62, vice president of Chicago Title Insurance Company, died at his home in Lake Forest, Ill., June 11.

Rood joined Chicago Title 35 years ago, served as a staff member of the subsidiary McHenry County Title Company in Woodstock, Ill., and advanced to title officer of the Lake County division in Waukegan. In 1962, he moved to the Chicago office as title officer, and was named chief title officer in the Illinois title division the same year. In 1972, he was elected a vice president and manager of the title legal department.

Happy Birthday Chicago Title



Officers of Chicago Title and Trust Company admire a cake baked in honor of the company's 125th anniversary. From left are: Wesley E. Bass, Jr., senior vice president; Francis E. O'Connor, senior vice president; Alvin W. Long, president; John E. Jensen, senior vice president; Robert C. Bates, senior vice president; John P. Turner, senior vice president and general counsel; and John Waddell, senior vice president.

PNTI Opens Division Office

Pioneer National Title Insurance Company has opened a New England division headquarters office in Boston's renovated old city hall on School Street.

Robert N. Jaeger, vice president and division manager, and head of the Boston office, spoke highly of the site as preserving the city's architectural heritage while providing completely modern offices. Jaeger is joined at the office by John R. Williams, formerly of the New York office, as New England division counsel.

Fidelity Expands

Fidelity Title Insurance Company has acquired the Madison County Abstract Company, Norfolk, Neb. The concern is managed by Cleone Timmerman.

New Chelsea Quarters



Construction recently began on Chelsea Title and Guaranty Company's new Northfield, N.J. office. The structure will house five modern settlement facilities, a spacious conference room, and the regional headquarters of Robert F. Meyer, Atlantic and Cape May county division manager.

New York Division For Commonwealth

Commonwealth Land Title Insurance Company has qualified as a title insurance underwriter in New York state, and has established divisional operations there.

Headed by Robert J. Klapper and Richard Marcus, the company's New York division has main offices in the Chrysler Building in New York City, with branches in Garden City, White Plains and Jamaica.

Commonwealth previously operated a New York subsidiary, Commonwealth Land Title Insurance Company of New York. According to the company, the new division makes possible a combination of greater financial strength with total service capability.

Tully Receives Alumni Award

Donald Tully, president of Fidelity Abstract Co., Inc., Jefferson, Wis., recently was honored with a University of Wisconsin-Whitewater Distinguished Alumni Service Award.

Tully has served as president of the southern district of the Wisconsin Land Title Association, the Whitewater Na-

tional Alumni Association, the Madison Civil War Round Table, and the Jefferson Parent Teachers Association. He was once a business education teacher and is author of a textbook.

US Financial Buys Ohio Title

The Ohio Title Corporation, statewide title agency with headquarters in Cleveland, has been purchased by U.S. Financial, NYSE listed corporation with nationwide activities in real estate, construction, insurance, finance and title insurance.

The company was acquired for an undisclosed amount of cash from National Industries, Louisville-based holding company.

Ohio Title Corporation currently has eight branch offices in Ohio and serves as state agent for 14 additional independent agencies throughout the state of Ohio. Sherman Hollander, formerly president of Ohio Title Corporation, has been retained as consultant for Ohio Title activities.

John Stuczynski has been appointed new president of Ohio Title. Stuczynski currently is vice president and manager of Louisville Title Company of San Diego, a subsidiary of U.S. Financial.

USLife Seminar Emphasizes Co-Ops

A seminar on cooperative apartments held recently in New York City by USLife Title Insurance Company of New York for attorneys and investors stressed the remunerative attractiveness of constructing or converting to the units.

A panel comprised of attorneys and representatives of real estate related concerns also told the audience of 350 about related problems and available aids.

Asserting that New York City would benefit if all tenants owned their apartments, William H. Hamilton, president of Brett, Wyckoff, Potter, Hamilton, Inc., real estate brokers, presented a seminar discussion on converting existing units to cooperatives. He noted both

Ad Campaign Lauded



James W. Robinson, senior vice president, American Title Insurance Company, Miami, stands before a Mortgage Banker magazine display lauding American Title's current advertising campaign. Featured at the Mortgage Bankers Association recent regional conference in Houston, the display praised the dramatically-photographed "Woman of Property" series for its high quality and uniqueness. Each of the 12 monthly ads carries a different photo but the same message—that this well-to-do woman was referred to American by her lawyer, broker and financial advisor. For one example, see the September, 1971, *Title News*.

increasing demand for cooperatives and tenant opposition to conversion.

Another possible hindrance, financing, was explored by Eugene J. Morris, partner in the law firm of Demov, Morris, Levin and Shein. He enumerated the various government aid programs, including partial and full tax abatement, interest subsidies, and rent supplements.

Among other featured speakers was USLife Title President Stanton S. Roller, who discussed the protection offered cooperative developers and owners by title insurance.

GENUINE **FREE DIES AND PROOFS**

Engraved Stationery **LETTERHEADS**

\$23.00 FOR 1000

Also **BEAUTYGRAVING**...a thermographic process—exquisite raised letters

LETTERHEADS 1000 FOR \$9.90 • BUSINESS CARDS 1000 FOR \$8.00

RUBBER STAMPS .90¢ PER LINE OVER 3 1/2" \$1.40 PER LINE

NOTARY OR CORP. SEALS • HAND OR DESK \$8.95

Write for FREE PROOF TODAY

DEWBERRY ENGRAVING CO. WORLD'S LARGEST ENGRAVER

P.O. BOX 2311-HWY. 280 E, BIRMINGHAM, ALA. 35201

NO SALES TAX OUTSIDE ALABAMA

meeting timetable



August 9-12, 1972

New York State Land Title Association
The Greenbrier
White Sulphur Springs, West Virginia

September 15-17, 1972

Missouri Land Title Association
Stouffer's Riverfront Inn
St. Louis, Missouri

October 29-31, 1972

Indiana Land Title Association
Indianapolis Hilton
Indianapolis, Indiana

August 10-12, 1972

Montana Land Title Association
Holiday Inn
Bozeman, Montana

September 20-22, 1972

Wisconsin Title Association
Lakelawn Lodge
Delavan, Wisconsin

November 3-4, 1972

Land Title Association of Arizona
Tucson, Arizona

August 24-26, 1972

Minnesota Land Title Association
Winona, Minnesota

September 21-23, 1972

Ohio Land Title Association
Cincinnati, Ohio

November 9-10, 1972

Dixie Land Title Association
DeSoto Hilton Hotel
Savannah, Georgia

September 23, 1972

Nebraska Land Title Association
Holiday Inn
Kearney, Nebraska

September 8-9, 1972

Kansas Land Title Association
Ramada Inn
Topeka, Kansas

December 6, 1972

Louisiana Land Title Association
Royal Orleans
New Orleans, Louisiana

September 22-23, 1972

Carolinas Land Title Association
Thunderbird Inn
N. Myrtle Beach, South Carolina

Cabana Terrace Motor Inn

1973

September 15-16, 1972

Nevada Land Title Association
Stockmans Hotel
Elko, Nevada

October 1-4, 1972

ALTA Annual Convention
Astroworld Complex
Houston, Texas

March 13-16, 1973

ALTA Mid-Winter Conference
Del Webb's TowneHouse
Phoenix, Arizona

September 15-16, 1972

North Dakota Title Association
Townhouse Motel
Fargo, North Dakota

October 25-29, 1972

Florida Land Title Association
King's Inn
Freeport, Grand Bahamas

change

September 30-October 4, 1973

ALTA Annual Convention
Century Plaza
Los Angeles, California

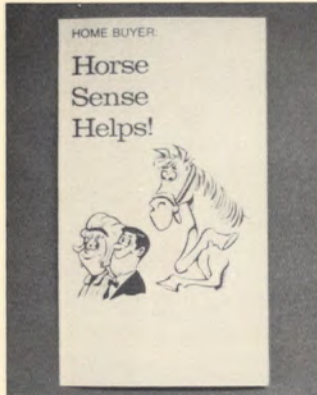
26-28

Sonesta Hotel + Golf Club
Cable Beach
Nassau, Bahamas

Tell Your Story More Effectively

. . . with these ALTA Educational Aids

(All orders plus postage; write Business Manager, ALTA,
1828 L Street, N.W., Washington, D.C. 20036)



HOME BUYER: HORSE SENSE HELPS! A concisely-worded direct mail piece that quickly outlines title company services. 1-11 dozen, 65 cents per dozen; 12 or more dozen, 50 cents per dozen; designed to fit in a No. 10 envelope.



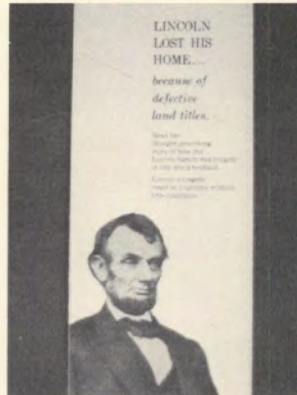
CLOSING COSTS AND YOUR PURCHASE OF A HOME. A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, \$2.25 per dozen; 12 or more dozen, \$2.00 per dozen.



AMERICAN LAND TITLE ASSOCIATION ANSWERS SOME IMPORTANT QUESTIONS ABOUT THE TITLE TO YOUR HOME. Includes the story of the land title industry. \$11.00 per 100 copies of the booklet.



HOW FHA HELPS THE HOME BUYER. This public education folder was developed in cooperation with FHA and basically explains FHA-insured mortgages and land title services. \$5.50 per 100 copies.



LINCOLN LOST HIS HOME . . . BECAUSE OF DEFECTIVE LAND TITLES . . . A memorable example of the need for land title protection is described in this folder. \$5.00 per 100 copies is the cost for this publication.



THE IMPORTANCE OF THE ABSTRACT IN YOUR COMMUNITY. An effectively illustrated booklet that uses art work from the award-winning ALTA film, "A Place Under The Sun", to tell about land title defects and the role of the abstract in land title protection. Room for imprinting on back cover. \$12.00 per 100 copies.

(RIGHT) **BLUEPRINT FOR HOME BUYING.** Illustrated booklet contains consumer guidelines on important aspects of home buying. Explains roles of various professionals including broker, attorney and titleman. \$18.00 per hundred copies, 20 cents each on 99 or fewer copies. (RIGHT) **ALTA FULL-LENGTH FILMS:** "BLUEPRINT FOR HOME BUYING." Colorful animated 16 mm. sound film, 14 minutes long, with guidance on home selection, financing, settlement. Basis for popular booklet mentioned above. \$95 per print. "A PLACE UNDER THE SUN." Award winning 21 minute animated 16 mm. color sound film, tells the story of the land title industry and its services. \$135 per print.



American Land Title Association

