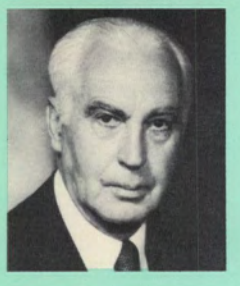
Title News

the official publication of the American Land Title Association

Chicago: 1975 Annual Convention Site

June, 1975



A Message from the President-Elect

JUNE, 1975

The title industry, for some time, has been experiencing a serious economic recession along with all other businesses. At the same time, we have been faced with legislative problems seeking federal regulation of settlement charges which has complicated our problems considerably. There is some evidence that there are realistic prospects for improvement in the title business during the year 1975. There is little your National Association can do to improve the economic climate in which we operate other than to aid in the dissemination of factual information establishing the value of the services rendered by our members. The Public Relations Committee of the Association is doing an outstanding job in this respect.

As all are aware, the Real Estate Settlement Procedures Act of 1974 was supported by the industry as a responsible alternative to federal regulation of settlement charges. That Act becomes effective June 20, 1975, but it does not necessarily settle the problem facing the industry arising out of the desire by some to establish federal regulation.

The Association believes that it is up to our membership and others active in the real estate industry to convince Congress that the anti-abuse, disclosure and reform approach of this Act is an effective consumer safeguard making federal regulation unnecessary. The ALTA officers, committee members, individual members, and the staff have cooperated with the representatives of HUD and other regulatory agencies to establish a meaningful and a workable disclosure statement and a booklet explaining settlement costs with the view in mind of assuring the effectiveness of the 1974 legislation.

The ALTA, through the NAIC Liaison Committee, continues to seek realistic and more effective state regulation so that there will not be an excuse for the federal government to enter this field.

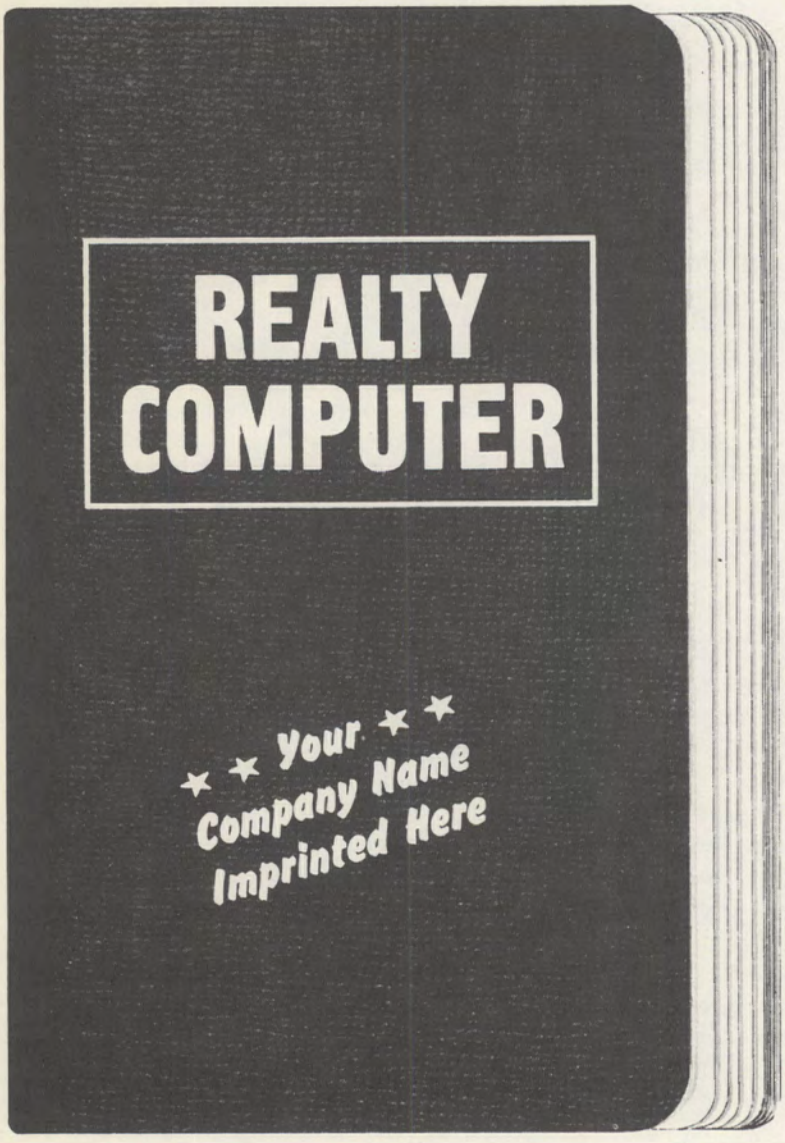
The Association, through its members, can wield considerable influence at the state level to assure the accomplishment of effective state regulation and with the support of the Association better explain our industry to the consumer. The Association seeks your continued support in these efforts.

Sincerely yours,

Richard H. Howlett

Richard H. Howlett

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



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ALTA action

ALTA President Robert J. Jay will speak at three affiliated state conventions this month. He will attend the Pennsylvania Land Title Association Convention, June 1-3, Hershey, Pa.; the New England Land Association Convention, June 5-8, North Falmouth, Mass.; and the Michigan Land Title Association convention, June 19-21, Bellaire, Mich.

In addition, other ALTA officers will be attending affiliate conventions this month. President-Elect Richard H. Howlett is scheduled to attend the Colorado, Utah, and Nebraska Land Title Associations' Joint Convention, June 12-14, in Durango, Colo. and the Illinois Land Title Association convention, June 20-22, in Chicago. Abstracters and Title Insurance Agents Section Chairman Philip D. McCulloch will represent the Association at the New Jersey Land Title Insurance Association convention June 8-10, Absecon, N.J. and the Wyoming Land Title Association Convention, June 20-22, in Torrington, Wyo. C. J. McConville, chairman of the Title Insurance and Underwriters Section, will be a speaker at the Oregon Land Title Association convention, to be held June 19-21 at Bend, Ore.; and at the Idaho Land Title Association Convention, June 26-29, Coeur D'Alene, Idaho.

In other ALTA-related travel, J. Mack Tarpley, chairman of the Committee to Establish Liaison with the National Association of Insurance Commissioners, will attend the NAIC Annual Meeting, June 8-13, in Seattle. Association Executive Vice President William J. McAuliffe, Jr., will attend the NAIC meeting also—in addition to the Pennsylvania, Michigan, and Illinois state association conventions.

* * *

The Real Estate Settlement Procedures Act of 1974 becomes effective on June 20. As ALTA President Robert J. Jay points out in his May *Title News* message, land title company personnel are advised to become familiar with the Act through the Association and other sources. Violations of the Act carry civil and criminal penalties. For commentaries of the impact of this Act, please turn to page 4 of this issue of *Title News*.

* * *

The Organization and Claims Committee of the ALTA Abstracters and Title Insurance Agents Section recently has released its report on the 1974 organizational and financial characteristics of title abstracters and title insurance agents. While the 1970 and 1972 studies contain information on a national scale only, the 1974 study includes a regional analysis as well, according to Committee Chairman Robert G. Frederick. Respondents are classified as being in the northeast, the north central area, the south, or the west. Some findings of the study include: the north central region has the smallest companies, with 75 per cent employing five people or less; and title insurance accounts for 15 per cent of the income of respondents in the north central region, while it accounts for 59 per cent in the west.

The 25-page report has been bound and ALTA members may obtain copies by writing the Washington office of the Association.

* * *

ALTA Director of State Governmental Affairs Ralph J. Marquis advises that, of 49 state legislatures meeting or scheduled to meet this year, 12 of those in regular session have already adjourned. The adjourning legislatures, as well as those still in session, have enacted many bills of interest to the land title industry. It appears that, with so many legislatures still in session, a large volume of bills affecting the industry will be enacted in 1975. These will be reported to the regular recipients of the *State Legislative Bulletin,* which is sent monthly to subscribing members of the service.

Title News

the official publication of the American Land Title Association

Features

Departments

ON THE COVER: This view of Chicago's skyline reminds that the 1975 ALTA Annual Convention will be held October 1-4 at the Palmer House in that dynamic city. An excellent program is being developed. Plan now to attend.

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GARY L. GARRITY, Editor *RICHARD W. RONDER, Managing Editor*

Impact: Real Estate Settlement Procedures Act of 1974

A Summary Of Views Initially Presented At 1975 ALTA Mid-Winter Conference

Sanford Witkowski
Acting Director
Policy Program Analysis and Development Division
Department of Housing and Urban Development

I'd like to begin by summarizing briefly the recent history of HUD's involvement in the issue of real estate settlement reform. The Congress in Section 701 of the Emergency Home Finance Act of 1970 directed the Secretary of HUD and the Administrator of VA both to set standards governing settlement charges on FHA and VA home loans, and to report back to Congress following a joint study on further legislative and administrative actions which should be taken to reduce settlement costs and to standardize these costs for all geographical areas. This is authority that is still on the books; the effort to repeal it failed in the last session of Congress.

As explained in the conference report to S. 3164, Congress believes the retention of 701 is desirable for its deterrent effect even though we're not presently exercising any authority under it. As you may remember, we did in 1972 take a first step under 701 by publishing for comment proposed ceilings on settlement charges in six selected metropolitan areas. "Comment" is perhaps too polite a term for the explosion—mostly adverse—which greeted HUD's proposed maximums. Without reliving this skirmish, I think we at HUD can say, that we and Congress began to have doubts about the wisdom and the feasibility of endowing our department with a rate regulating role—one that we were not looking for.

WITKOWSKI

The emphasis in Congress began to shift in 1973 away from regulation of settlement costs to the concept of buyer disclosure. This shift was formally signaled by the introduction of the original Brock bill, S. 2228, on July 23, 1973, and a similar House bill, H. R. 9989, by Congressman Stephens on August 3, 1973. Both provided for advance disclosure, a uniform settlement statement, an information booklet, and a prohibition against kickbacks and unearned fees. This is the current approach that is embodied in S. 3164 which became the 1974 Act. It is a compromise amalgamation of the Brock and Stephens bill.

I should underscore *current approach* because the Section 701 regulatory provision still stands. There could be a renewed impetus in some future Congress to have HUD activate 701, and apply it not just to FHA and Va loans but, to all federally related mortgage transactions. What would motivate Congress to do this? The fail-

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Mrs. Jean G. Harth
Assistant Counsel
United States League of Savings Associations

I'd like to put my remarks in some perspective by describing briefly the position taken by the United States League through the various phases of development of the settlement cost legislation—the various bills that were introduced over the past few years. Generally, the League determined along the line to support several of the provisions of the Brock and Stephens bills which evolved into the final legislation. The League vigorously opposed attempts, as made for instance in Mrs. Sullivan's and Mr. Proxmire's bills, to require HUD to impose maximum ceilings on closing costs or to require lenders to pay the land acquisition fees and charges which now, quite properly I believe, are charges directed to and paid by the home owner. The League also opposed attempts to take the authority to contract for escrowing taxes and insurance away from the lender. If I were to go into all the reasons why the League opposes that kind of legislation, I could go on for hours.

MRS. HARTH

With all the practical problems that we foresee in coping with the new settlement legislation which is to become effective on June 20, these problems that we foresee just could not begin to compare with the problems that we anticipate would be generated if Senator Proxmire and others have their way in the matters which I have mentioned and to which

the League has come out in opposition.

On the affirmative side, the League has supported the concept of a uniform settlement statement and the informational booklet. As a matter of fact, the League scooped Congress on that as a trade association; our business has had available for some time now two publications which go a long way toward providing the kind of information that I believe will be required in this booklet. We have one booklet called, *What You Should Know Before You Buy a Home,* and another that tells the story about financing in the same manner, *Your Guide to a Savings And Loan Mortgage.*

The League supports the anti-kickback provision and the provision which in effect limits the collection and accrual of tax and insurance payments in escrow to the amounts necessary to meet the obligations as they arise. As a matter of fact, the Federal Home Loan Bank Board already has done some regulating on this subject for associations under the Board's jurisdiction: the General Counsel of the Board ruled in 1973 (FHLBB Memorandum #T 55) that federal associations should limit tax and escrows just to the amount required to meet the charges as they become due. The League also supports the pilot program for a land recordation system and the prohibition against charges for preparing the Truth in Lending and settlement statements.

However, while the League did not oppose advance disclosure of settlement costs, we believe that there are some serious technical and procedural problems created by this portion of the law. Overall, the expectation is that the lending process will be slowed down considerably for a number of reasons which will appear as we get down to specifics. And let me look for a moment at some of these specifics. I have developed these by attempting to apply the requirements to hypothetical fact situations and talking to other staff members of the League who have had practical experience as loan officers and loan closers. These people have the practical experience and can take the

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John E. Jensen
Chairman
ALTA Research Committee

The American Land Title Association has vigorously supported the Real Estate Settlement Procedures Act of 1974. However, the passage of the Act has created a good many opportunities for our industry—that's what Norman Vincent Peale in a speech to the Association a few years ago called problems. I would like to divide a brief discussion of the Act into three parts. First, who the Act directly impacts on the title industry. Secondly, how it indirectly impacts because of the way it hits our customers. Thirdly, some of the long range problems and implications of the Act.

First, on the direct impact. Clearly, one of the purposes of the Real Estate Settlement Procedure Act of 1974 is to affect title insurers and title insurance agents. Section 3 of the Act, when defining what costs are specifically covered, includes title insurance, title examination, search and so forth. Another portion of Section 3 in the definition of title company expressly includes any duly authorized agent. Agents and underwriters are in the ball game together.

JENSEN

The first area of direct implication to us all, of course, is of most immediate concern because of the 30-day comment period. That is the settlement form that impacts on us in a number of ways. Most directly, the spelling out of the title insurance charges and owner's and/or mortgagee's coverage; the spelling out of the search charge; the spelling out of the examination charge; the combination of these charges; the spelling out of charges for preparation of documents; the spelling out of the attorney's fee, if an attorney is involved in the settlement transaction. This is not without problems. On the other hand, it will provide more information concerning title related charges than has ever before been available to the consumer, Congress, HUD and the title industry.

In addition, there will be a direct operational effect in the filling out of the form by those of us who handle settlements. Also, not without its problems. There are a lot of questions going to be asked about this form; there are a lot of comments going to come into HUD. I would make only one observation on the form itself at this point. The grouping of charges between lender related; government transfer; prepaid; and title-related, is extremely advantageous, I believe, to our indsutry. It was the inability to group charges by categories involved in the settlement that resulted in many of the misstatements that came out of the (1972) HUD-VA Settlement Cost Study. And that study is still being quoted by legislators at both the federal and the state levels.

The special information booklets, of course, directly impact on our industry (and provide us a real informational opportunity) since they will describe the purposes and functions of title insurance. Although our speakers have mentioned the information booklet, no one has mentioned Section 15 of the Act which provides, as a result of an amendment by Senator Hathaway (D-Maine), that there shall be a one-year demonstration in selected areas where the information booklet will disclose the "range of costs" for specific settlement services. It's an interesting phrase. A change from Senator Hathaway's original phrase, "average cost", and I guess, "range of cost" is better than "average cost". But I don't know what either phrase means. And I don't know what range you apply it to—if you apply it to a $20,000 house or a $40,000 house or if you apply it to all transactions in the community. We hope to work with HUD in this area but the Act itself is not very specific and it's going to take some interpretation.

Obviously, the prohibition against kickbacks and unearned fees is intended to specifically influence among others the operations of title insurers. I would like to read two short paragraphs from the statute itself. First Section 8(a): "No person shall give and no person shall accept any fee, kickback or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or part of a real

estate settlement service involving a federally related mortgage loan shall be referred to any person." Repeat that one little phrase. "No person shall accept any fee, kickback or thing of value." Earlier on in the Act, Section 3, subparagraph 2, defines "thing of value." "The term, 'thing of value', includes any payment, advance funds, loan, service or other considerations."

I think when (ALTA Federal Legislative Action Committee Chairman) Jim Schmidt was talking about Section 8, he suggested each of us consult with our counsel as to the interpretation of the Act. I suggest that when we consult with our counsel, we take *both* of those portions of the Act into consideration as part of that consultation. I would also suggest that you refer to House Report No. 93-1177, which was the reporting out of the House revision of the settlement act. (The Senate report has the same language.) Pages 7 and 8 of the House report describe the intent of the House in interpreting the anti-kickback provision.

Section 9 of the Act provides that a seller is prohibited from requiring as a condition of selling that title insurance "be purchased by the buyer" from any particular title company. This language evolved out of the Conference Committee. The language in the House bill was that the seller was prohibited from requiring that title insurance "be obtained" from a particular title company. The Conference Committee substituted for the words, "be obtained", the words, "be purchased by the buyer". This provision raises several questions, obviously. First, what about forms that are distributed by title insurers or agencies? These forms should be examined very carefully even though it is the seller who may sustain some liability.

In those areas where the seller pays the cost of title insurance, it would appear that this Section 9 has no application. I refer you to the legislative history of the Act in order to arrive at this conclusion.

Originally, the provision on the placement of controlled business in the Senate bill aimed at situations where the seller and title insurance company had common ownership or one owned the other. The present revision leaves us with some interesting problems. For example, assume that the seller has a policy with Company X and provides in the contract that evidence of marketable or merchantable title shall be represented by that policy brought current to the date of closing. Is this permissable under the Act? Assume there is no obligation on the purchaser to use Company X. Does this prohibition in Section 9 apply to directing business

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WITKOWSKI —continued from page 4

ure of the disclosure mechanism to achieve the desired consumer protection goal. The two goals of immediate concern are stated in the preamble of the 1974 Act. One is to provide consumers "greater and more timely information on the nature and cost of settlement process" and two, to protect consumers "from unnecessarily high settlement charges caused by certain abusive practices that have developed in some areas of the country".

I have quoted the statutory language —those are not my personal words— to show what the Congress has in mind. It appears from the statute that the abuses that we're talking about are kickbacks or unearned fees given or accepted for the referral of business and, second, any attempt by a seller to try to tie the buyer's purchase of title insurance to a particular title company. The former is prohibited by Section 8 of the Act with violations subject to criminal penalties and the latter by Section 9 subject to civil liabilities. There's also a provision in Section 10 for limiting the amounts which home buyers are required to escrow at settlement for prepayment of property taxes and insurance premiums.

HUD's primary responsibility for implementing the Act relates to Sections 4, 5, and 6, which require, first, that the Secretary develop and prescribe a standard form to be used as the standard settlement statement in all transactions involving federally related mortgage loans; second, to prepare and distribute information booklets to be given by lenders to prospective home buyers at the time of loan application; and three, to prescribe regulations requiring lenders to provide advance itemized disclosure of each charge arising in connection with the real estate settlement covered by the Act. This last provision in Section 6 is the only part of the act which expressly grants rule making authority to HUD. Our proposed regulations, which appeared in the *Federal Register* on February 18, go into some detail on advance disclosure, spelling out the time period necessary to satisfy the requirement, defining the term, "loan commitment", which triggers disclosure, and also setting a minimum 3-day notice period and providing a form for execution of the waiver of the advance notice by the borrower or seller.

Section 4 authorizes HUD to prescribe the uniform settlement statement in consultation with the Administrator of the VA, the FDIC and the Federal Home Loan Bank Board. We believe that this provides rule making authority with respect to controlling the distribution and use of the settlement statement.

Section 5 similarly requires HUD to prepare and prescribe a consumer booklet but also permits lenders to print and distribute their own booklets if the form and content are approved by HUD as supplying the basic contents specified in Sub-Section 5(b). These would have to include a description and explanation of the nature and purpose of each settlement cost; explanation and sample of the standard settlement form; description and explanation of the nature and purpose of escrow accounts; an explanation of the choices available to the home buyer in selecting those who provide settlement services; and an explanation of the unfair practices and unreasonable or unnecessary charges to be avoided by the home buyer at settlement.

There's a slight difference in Sections 4 and 5 which may become important. Both sections are the same when it comes to requiring HUD to prepare a settlement statement and information booklet as a model for use by the industry in federally related transactions. But the Section 4 mandate regarding HUD's prescription of the standard

settlement form does not contain the Section 5 language concerning the booklet which allows lenders the option of using their own booklets if HUD approves the form and content. The absence of this provision from Section 4 appears to indicate a Congressional intent that the HUD prescribed settlement statement must govern and control the form and content of all settlement sheets used in transactions subject to the Act. In other words, lenders may print their own stock of settlement forms but in so doing they must follow to the letter the form and content of the HUD uniform settlement statement. The question then arises: must every settlement form be identical for all transactions in every part of the country. According to Congress, no. Section 4 says that the form will be used with such minimum variations as may be necessary to reflect unavoidable differences in legal and administrative requirements and practices in different parts of the country. The form prescribed from one region to the other will be the same but the way in which it is filled out may vary if justified on the basis of local law and practice.

If the form which we published in the *Federal Register* looks a bit lengthy and comprehensive, this is because we deliberately built into it an excess of line items and blank spaces to try to take into account the wide range of settlement practices from one part of the country to the other. Some charges listed on the form will be unheard of in some particular areas and we hope will remain unheard of. One section of the form used in most parts of the country may be superfluous in the other. For example, if the lender were not to require title insurance, the items relating to title insurance in the form would be left blank. Title insurance may not be required, for example, because the lender is not concerned with making the mortgage loan acceptable in the secondary market. This is the type of thing I assume the Congress has in mind when it says that the forms may vary to reflect unavoidable differences in legal and administrative requirements in different areas of the country. The point that I'm making is that the forms or variations in the forms must be justified by good reasons and not by arguments based on simple convenience: the type of argument which in so many words reduces to, "I have my own settlement sheet which has worked fine up to now so why should the feds tell me to use their form, designed in Washington by people who don't know how we close a loan here in California or wherever." This type of reaction is certainly understandable. It's doubtful that any of our federal agencies would have attempted to prescribe a standard settlement form for the whole country had Congress not told us to do so.

In 1974 we began developing a standard form to be used in FHA insured loans, which might have been adopted had we gone further with it, by lenders for other loans. Undoubtedly, converting to this new form is going to cause a lot of inconvenience for a lot of people. But this is what reform is all about. As the opening sentence of the Act expresses it, "The Congress finds that significant reforms in the real estate settlement process are needed."

There will be some adjustments. I know companies have recently spent large sums of money for computer programs which will require changes to mesh with whatever standard form we adopt. We can't make it so it will work in every possible program you have set up. We've tried hard to make it as reasonably useable as possible.

We hope through the process of the 30-day comment period to get as many comments from you as possible. I'm particularly grateful to Jack Jensen and Bill McAuliffe for their efforts in helping us design the form. The experience that they brought to us with the regional variations certainly helped. We also consulted, as the Act required, with a number of other agencies—we had a regular task force set up: members of the Home Loan Bank Board; VA loan guarantee service; the Truth in Lending staff, from the Federal Preserve Board; the FDIC; the Farmers Home Administration and several private concerns—Mr. Jensen, Mr. McAuliffe, and others from your organization. We received comments from mortgage bankers, settlement practitioners in the Washington area, even a few from consumer interest spokesmen, and we even consulted, as Jack Jensen knows, with a longtime mutual friend, John Lagorio, who retired to Florida last year from Chicago Title.

You've probably notice in the form that was published that the Truth in Lending part is missing. The Federal Reserve Board intends to publish that shortly. I've only seen their draft. They have not put theirs in form ready for publication yet.

I can skip a little of what I had to say; (ALTA Federal Legislative Action Committee Chairman Jim Schmidt) Mr. Schmidt covered it very well. As we try to carry out the intentions of the Act, look to what the atmosphere was that brought it about and cooperate as well as you can or you can anticipate further regulation—which I don't think is necessarily desirable if we can do without it. First, my suggestion would be to live up to the letter of the law—particularly where it provides civil or criminal penalties. Make sure the information booklets are distributed to the extent that you have any control over what the lender may be doing. Don't abuse, and try to see that the lender does not abuse, the advance disclosure provision. Don't have too many waivers. Congress really had in mind that 60 to 90 days was possible all of the time. I don't think it may always be; in the regulation we decided on a minimum of three days. Don't press the disclosure period to the three day minimum every time. Try at least to get it to the 12-day disclosure.

Another hope is that you'll please help us with the forms. Tell us now before they become effective. We have one month, not even one month—to March 20—to get your comments in so get them in because I think it would be not disastrous but certainly difficult for most of you if we got all the good suggestions after June 20. If then you ask us to change the form, even if we thought it desirable to change, it would be difficult because it means not our reprinting so much but your adapting your programs. Please, if you can, as the title association, get your comments coordinated through the association to reduce the number of conflicting suggestions that we get. I would appreciate that. We look forward to your cooperation.

□

Part I: ALTA Judiciary Committee Report

(Editor's note: Members of the ALTA Judiciary Committee have submitted over 400 cases to Chairman John S. Osborn, Jr., of the Louisville law firm of Tarrant, Combs, & Bullitt, for consideration in the preparation of the 1975 Committee report. Chairman Osborn reports that 93 cases have been selected for publication in this year's report. The remainder of the report will be published in future editions of *Title News*.)

* * *

ABSTRACTS AND ATTORNEYS

Williams v. Polgar, 215 N.W.2d 149 (Mich. 1974)

The Michigan Supreme Court had ruled that a faulty abstracter is liable not only to a buyer whom he knew would rely upon the abstract but is liable as well to a buyer whom he should have foreseen would have relied upon it. In the opinion, the court reaffirmed its general decision eliminating privity requirements and specifically applied it to abstracters. The action against the faulty abstracter is in tort in the nature of negligent misrepresentation arising from a contract for an abstracter's services, and the limitation begins to run from the date the injured party knew or should have known of the existence of the negligent misrepresentation. (Appeal of case in '74 Report.)

Hendrickson v. Sears, 359 F. Supp. 1031 (Mass. 1973)

Malpractice action against attorney who had issued a certificate of title in 1961. In 1970 plaintiff discovered that the property had been encumbered at the time he took title in reliance upon attorney's certificate. Court dismissed action, holding that statute of limitations had run as to plaintiff's claim, since period of limitations began when certificate was issued, not when error was discovered.

ADVERSE POSSESSION

Torch v. Constantino, 227 Pa. Super. 427 (1974)

Plaintiffs claimed title to a parcel of land by virtue of a tax deed granted to them by the county after a treasurer's tax sale; the defendants claimed title by adverse possession for 21 years, which 21-year period included the period during which the land had been returned to the county for nonpayment of taxes.

Held: Title by prescription can run against a political subdivision only where the land in question is not devoted to "public use." One such "public use" of modern government is the holding of property for nonpayment of taxes and therefore prescriptive rights cannot run against a political subdivision during such periods. The court noted that its decision was in accord with the legislative policy of strengthening the title a purchaser receives at a tax sale.

Laird Properties v. Mad River Corp., 305 A.2d 562 (Vt. 1973)

Action to quiet title brought by plaintiff with record title and occupancy against defendant which claimed by adverse possession.

Held: Law will not permit constructive possession of defendant to ripen into adverse possession because its constructive possession was commenced subsequent to prior constructive possession under good record title held by plaintiff.

BANKRUPTCY

Ventura—Louise Properties, 490 F.2d 1141 (Cal. 1974)

This case arises on a dispute in bankruptcy proceeding between trustee in bankruptcy and lender under deed of trust as to right to rents collected after default and prior to foreclosure sale. The lender's claim was based upon an assignment of rents clause in the deed of trust which the trustee in bankruptcy contested as being only for security purposes and not as an absolute assignment.

Held: Under California law the assignment was absolute even though it did not contemplate a transfer of rents until the contingency of default. The court viewed the language authorizing the lender to operate and manage and collect any rents, issues, and income " . . . . the same being hereby assigned and transferred for the benefit and protection of the beneficiary (lender) . . . ." and the absence of any language to the effect that it was additional security as evidence of the party's intent to make the assignment absolute in the sense of a present transfer of title to the rents with only the possession of rents being deferred until default.

CONDOMINIUMS

Hoffman v. Cohen, 202 S.E.2d 363 (S. C. 1974)

P brought an action for declaratory judgment that construction of a high-rise condominium building, containing 62 units, upon certain lots owned by him, would not violate certain covenants imposed by the developer. All deeds by the developer to lots contained the following restriction:

> "This property shall be used for residential purposes only and any residence erected on the lot herein conveyed is to cost not less than Six Thousand Dollars ($6,000.00) or to be built according to plans and specifications approved by grantor hereof in writing by its proper officers."

Single family residences are the rule in the subdivision, the principal exception being a two-story building containing five separate dwelling units constructed upon the lot adjoining P's property on the north.

Issue: Would the proposed condominium violate the restrictions?

Held: It would, following the strict construction rule.

CONVEYANCING AND TITLES

Action Realty Co., Inc., Appellant, vs. Marjorie L. Miller, formerly known as Marjorie L. Amen), et al, Appellees, 215 N. W. 2d 628, 191 Neb. 381 (1974)

In a quiet title suit, it was held that the lien of judgment for child support did not attach to father's equitable interest in property where the father purchased the real estate on a land contract, and did not receive a deed to the property, said deed being held in escrow. The father then subsequently sold the property on a land contract to another party, who thereafter sold to Action Realty. At the time of the sale to Action Realty, the deeds were all placed of record at one time. The court held the lien of judgment does not attach to a mere legal title where the equitable and beneficial interest is in another party, and that the father received only bare legal title and the lien could affect only the judgment debtor's actual interest which was then nil.

State of Delaware v. Phillips, 305 Atl. 2nd. 644 (1973)

Action by the State against individuals involving claims of title to ocean front property.

Held: Where the right of William Penn and his heirs to dispose of unceded lands in Delaware was inextricably bound with governmental powers as delegated by the Crown of England, the State, through the General Assembly, for two centuries claimed title to unceded lands under the Treaty of Paris of 1783, courts had recognized the validity of the State's claim and both the legislature and the courts had regarded the lands unceded by Penn and his heirs before the Revolution as having passed to the State in 1776. The individuals cannot acquire title by adverse possession against the State.

Delong v. Scott, 217 N.W. 2d 635 (Iowa, 1974)

Vendor brought action against purchaser for specific performance of contract to purchase real estate. The District Court ordered specific performance, and purchaser appealed. The Supreme Court held that devisees under will received title to real property subject to right to executrix to sell property during probate proceedings, title tendered by executrix was not unmarketable on the basis of contrary contention that the property passed absolute to devisees on testatrix' death and that executrix could not give good title without first receiving the property from the devisees by warranty deed.

Affirmed.

COVENANTS—EASEMENTS

Farrell v. Meadowbrook Corporation, 306 A.2d 806 (R. I. 1973)

Plaintiffs owned a 79x100 foot numbered lot on a recorded plat which was typical in size of the lots found on the plat. Their lot abutted on a numbered lot owned by the defendant which was not a typical lot, having an area of 11.7 acres. A recorded plat restriction provided that, "No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one half stories in height and a detached garage for not more than two cars." The restrictions did not define a "residential building plot." The various lots on the plat were identified by number; not by type.

The defendant appealed from a judgment enjoining defendant from building garden apartment buildings on the 11.7-acre lot and its appeal was denied and dismissed.

Recorded plats are writings that came within the interdictions of the parol evidence rule, but the rule presupposes a clearly written unambiguous document. The size of defendant's lot created an ambiguity as to whether it was to be considered the site for one single-family residence or as a location on which several one-family homes could be built, and the trial justice was therefore justified in considering parol or extrinsic evidence as to the intent of the developer to resolve the future use of the 11.7-acre lot.

From contradictory evidence as to what purchasers of lots on the plat were told about how the 11.7-acre lot was to be developed, the trial justice found that the developer had intended that the larger lot might be subdivided into several lots upon each of which could be built a one-family home; that the intent was to provide a uniform development solely devoted to single family dwellings. The defendant failed to persuade the court that the trial justice was clearly wrong.

The defendant could not avail itself of a re-zoning of the 11.7-acre lot for use for multi-family dwellings, since a zoning ordinance cannot destroy the force and effect of a restrictive covenant.

Greenco Corporation v. City of Virginia Beach, 214 Va. 201, 198 S. E. 2d 496 (1973)

In this case the Supreme Court of Virginia determined the effect of the designation of a beach front strip of land as "Atlantic Avenue" on a 1908 plat. Neither the 1908 plat nor an earlier 1900 Subdivision met statutory requirements concerning dedication of public ways and their recordation amounted only to a common law offer of dedication which required an acceptance to be complete. The City had maintained a concrete boardwalk, lights and utility lines along a portion of the strip for many years, but the area in dispute was a grass strip lying between the boardwalk and platted lots. The Court affirmed the trial judge's finding that the offer of dedication of the entire strip had been accepted and that its use by the public since 1900, the construction of the boardwalk and other actions by the City all evidenced acceptance. Also, it was not necessary that acceptance be evidenced by immediate use and occupation of the entire strip but the City could use and occupy a part and postpone the use and occupancy of the residue until public necessity or convenience required its use.

City of Daytona Beach v. Tona-Rama, Inc., 271 So.2d 765, rehearing denied (Florida 1973)

A taxpayer brought a declaratory judgment suit concerning ownership of a tract of land forming part of the Atlantic Ocean Beach in Daytona Beach, being 150 feet in depth and consisting of the soft sand area between the established bulkhead line and the mean high water line of the ocean. An injunction was also requested against the record title holder who proposed to erect a sightseeing tower to be operated in connection with its adjoining pier facility. During the pendency of the suit, the tower was constructed. In addition to the claim of a prescriptive easement in favor of the public, an intervenor, the Board of Trustees of the Internal Improvement Trust Fund, argued, "The Public posses property rights in nearly all the coastal tide lands through either state ownership or public rights to use privately owned coastal property. There exist three methods by which the public has been permitted to acquire and/or maintain legal right of access to beaches and other recreational areas, none of which require 'adverse' use by members of the public in the strict sense of the term."

Held: Prescriptive easement in beach area was created in favor of the public through the extensive use of the beach by a multitude of people for many years. The activity of the City of Daytona Beach in policing the area, installing garbage and trash barrels and installing showers for use by the public indicates the nature and extent of the use of the beach area by the public. The tower must be removed. The Board of Trustees' argument on public rights other than by adverse use is rejected. (Decision has been certified to the Supreme Court of Florida.)

Castellucci v. Columbia Gas of Pennsylvania, Inc., 310 A.2d 331 (Pa. Super. 1973)

Landowners brought an action in ejectment against gas company, alleging that gas company had constructed a pipeline outside of easement area described in right-of-way agreement between gas company and landowner's predecessor in title.

Held: Since location of easement by means of a sketch attached to a written agreement was ambiguous, parol evidence was admissible to establish the location of the easement and determine the intent of the parties.

Next:
Covenants — Easements (Continued)

HARTH — continued from page 5

requirements and apply them to what they know about the actual nuts and bolts of getting a loan on the books. I tried in this way to get some feedback on what this law is going to mean, in the practical sense, to the savings and loan business.

First of all, one suggestion that was made was that the definition of loan commitment is vague and a literal reading would seem to preclude loan information being given over the phone, for instance; that's going to cause some problems because the phone call is a great and integral part of shopping for credit. Also, of course, the law seems to require a pre-closing settlement meeting of all the parties and this seems like a dress rehearsal for the closing itself. Both the seller and the buyer have to executve the settlement form, apparently on the same date. On this point I can talk from experience because I do a little bit of moonlighting when pressed to it by my friends and acquaintances, representing sometimes a buyer, sometimes a seller in the closing of real estate transactions, and I know how hard it is to get everybody in one place at one time. And to have to do it in the anticipatory disclosure and then at the actual closing itself, seems to me to present a situation that's going to cause everything to slow down.

The next area that I have feedback on is on the waiver and the mechanics and practicality of the waiver. I can appreciate the problems that HUD has in translating into regulation and into action the requirements of the statute. I don't know that the 18-day provision and the 3-day provision are going to work.

A typical reaction I got was from one staffer who has been a loan officer and a loan closer in a savings and loan association earlier in his career. He made this remark and I wrote it down excatly: "The only way you can exercise the waiver of the requirements is after you've already met them — and it virtually makes the waiver perhaps unusable in its present proposed form."

And, another question that somebody raised about the waiver is there's an absolute, bald requirement that the settlement statement has to be given three days prior to "settlement". (This term is itself an undefined term, by the way.) Thus, even with the waiver, there can be no closing until three days after the disclosure is made. Congress did not establish that stringent a requirement for Truth in Lending in a purchase money mortgage transaction and even for non-purchase rescindable transactions a waiver is permitted as far as Truth in Lending is concerned — even through the last three days. We have some problems with determining just what the legal justification is for this requirement. It may work to the disadvantage of the home owner who for one reason or another is in a hurry.

Another little inconsistency, (and I'm not sure what practical problems this creates, but I think there are some) is that under the waiver section it talks about "either party" waiving. Now, both parties have to execute the uniform settlement statement on the same day, apparently. But here we're talking about a waiver by *either* party and I just can't appreciate how that's going to work as a practical matter. The settlement statement, again, emphasizes togetherness and the waiver section talks about either party waiving. One of my colleagues on the staff at the League raises the question of possible legal liability where you get a waiver from one party and not from the other.

Another problem created by the time frames contemplated in the law relates to the provision that has to do with delivery by mail. And this simply adds three more days to the overall time frame where for one reason or another mail has to be used and that just happens sometimes. I have, in my moonlighting, just represented a buyer where the seller had inherited the property and lived in another state so that everything up to the actual day of closing had to be done by mail. The closing date itself was uncertain until the last minute. The new requirements will present some very practical problems in cases like that.

I suppose the savings and loan business has been feeling very apprehensive about this statute because it all seems to come right back in the lender's lap. Much of the statute relates to matters that are really outside the lender's control and outside his general information, unless he goes out and makes a supreme effort to acquire the information. Yet the burden is still on the lender, as I see it, to get this information. An example is disclosure of the previous selling price of existing property where it's required. The penalties for getting the wrong information or not getting the information at all rest on the lender. And it should be noted that, as in some other areas of the statute, we've introduced another delaying time element which is out of the lender's control because the lender can't make the commitment until he's gotten the information required in the section having to do with the disclosure of prior information regarding the security property.

The League has a task force at work on this law. Our loan procedures and investments committee is taking a good, hard look at the proposed regulations and at the proposed form and draft of the booklet and will be developing the League's position and reaction on these for submission to HUD. I've told several people here that I wish the timing had been a little different with this meeting: if our committee had met two weeks earlier or if ALTA had met two weeks later, I could have something concrete from the committee to give you in this area. Suffice it to say that some problems with the form are anticipated, one being that we wonder whether we are going to have to really go through two formal and complete disclosure transactions. The settlement costs act of course does provide that good faith estimates of closing charges may be made when the actual amounts are not known.

To refer to Truth in Lending again — here's an area where, just as with the waiver provision, the settlement cost legislation goes beyond what has been required by the Truth in Lending statute. Truth in Lending contemplated one disclosure — not two. It did not contemplate an early delivery of an estimate of a disclosure statement and a later corrected final statement. One disclosure statement only was contemplated and this is how the Act was and is being enforced. It appears clear un-

der the closing cost law that only one disclosure is required—and that disclosure to be made at least 12 days before closing. It's the opinion of Bill Prather, the general counsel of the League, that a later corrected statement using charges actually incurred pursuant to closing can be made, not necessarily using the uniform settlement statement. I am not sure what this means as a practical matter, but Bill was very concerned with the apparent translation of the statute into a requirement for two separate and formal settlement statements.

There are some terms left undefined by the statute that we feel should be covered in the regulations. For instance, one section of the law speaks of real property designed principally for occupancy by one to four families. I can think of several situations which are gray areas where you're going to have to decide whether the property principally is being used for occupancy by one to four families. What about a store with an apartment above it? What's the difference in degree between that and a situation for instance where you have a house with a portion of that house being set aside for a doctor's office or some other professional activity? We felt that the term, "real property designed principally for occupancy by one to four families", should be further refined and defined.

What is the meaning of the term "eligible for purchase" by Fannie Mae, Ginnie Mae, etc., in the section dealing with federally related loans?

The term, "settlement", as I've mentioned before, is not defined and there is a logistical problem we see created by the definition of "consummation" which we struggled with under Truth in Lending. And if those two things don't mesh somehow, we will have practical problems in compliance, I'm sure.

Another inconsistency I see in the law, and perhaps it will be corrected by the regulations, is that the requirement for delivery of the informational booklet is not limited to borrowers on one-to-four family properties but refers to "residential" real property. And I'm not sure that this result was intended, that is, that the information booklet be given to every loan applicant whether it be the sophisticated developer or builder or the individual borrower who is borrowing on a two flat, four flat or a single family home. We think that this matter, whatever the outcome, should be clarified in the regulations.

Let me make the following general observations. As I said, we realize that HUD's proposals are merely a response to a very tough statute. Although we anticipate difficulty in conforming, believe me, the savings and loan business wants to conform and I know that the business is gearing up to do the best it can because the alternatives to the Real Estate Settlement Procedures Act are just too horrible to contemplate. Again, reflecting my apprenensive reaction, the burden is on the lender. He's going to have to slow down because if he, the lender, does not adhere to the letter of the law, the penalties are severe and as I said, the alternatives to this statute are just horrendous.

We have perhaps two other problems in connection with the fact that the burden rests almost totally on the lender. One is that a larger legal burden is implied in the statute—not really spelled out, but implied—in defending his estimating process. Another problem is that a great many—I think better than 50 per cent but perhaps closer to 80 or 90 per cent—of the facts and figures will have to be estimated in the advance disclosure. One staffer observed that there might be an inverse relationship between the specific accuracy of the final figures and the quantity of estimating that has been done in the advance figures. So there may be a problem in defending the estimating process in the advance disclosure.

One final note. As with Truth in Lending, the settlement costs legislation is intended to promote shopping for credit and for the best terms of that credit, meaning the costs in addition to interest which will be incurred in obtaining that credit. But I submit that the more lengthy the process of receiving credit, the less likely there is to be shopping. Once the borrower realizes what he has to do and how these things are going to delay his particular transaction, I think he's going to be eager to get to one institution and get everything going, to get his financing.

The League's mortgages and investments committee has been designated as our task force to respond to the proposed regulations. That committee will be meeting within the next week or so since the comment period for the proposal ends March 20.

That was to be my concluding sentence, but I would like to read a letter received by the League which will indicate at least one savings and loan asso-

ciation's response to the law and the proposed regulations and settlement statement:

"It has been my experience that the loan commitment has usually been made after the buyer has made an application, the property has been appraised and the applicant has been checked out as to credit and so forth. At this point a commitment is issued subject to clear title etc., being obtained. The proposed statement calls for figures and information that would be totally unknown at this point. For instance, it would be hard to even estimate in good faith the anticipated title insurance charges without knowing what title evidence is now existing. It would be difficult to estimate recording charges without knowing what existing liens are outstanding against the property. It would be impossible to predict payoffs of prior mortgages and liens without knowing what these prior mortgages and liens are. Section 7 of the Act provides that a commitment shall not be made until it has been confirmed that the seller has provided the buyer certain information as to the date of purchase and so forth.

"It can be assumed that the purpose of the Act is to allow the buyer and the seller to shop around to obtain the best terms possible. This means that the buyer will have applied to possibly several lenders in order to compare. Each lender would have to have a title report and obtain payoff figures, etc., to comply. This means considerable time and research must be put forth before commitment is issued and yet the lender cannot under Section 12 make any charge for preparing the settlement statement.

"It appears then that contrary to the preamble of the Act, which claims to be an Act to encourage home ownership by minimizing unnecessary difficulties, the opposite effect may well be the end result. In order to comply, a prospective seller will have to furnish a current title report to a prospective buyer along with a letter regarding when he bought the property before the buyer can get a loan commitment. Section 2(b)(1) says the purpose of the Act is to effect changes in advance disclosure to home buyers and sellers. Section 4 prescribes a statement shall be made in all transactions which involve federally related mortgage loans. Does this mean that this uniform settlement statement must be used on refinances, advances and other loans not involving the seller? Please help us, we need information on this."

So, our business already is calling for help and of course the League is going to gear up to give whatever help it can. And, certainly, as I indicated, we do want to encourage adherence to the letter of the law. □

JENSEN —continued from page 6

to a title agency if that agent represents a number of underwriters?

Section 18 is also one that directly impacts on the title industry. This is the section that was introduced originally by Mrs. Sullivan and has to do with the inconsistency of state laws that Jim Schmidt spoke about. It does authorize the Secretary of HUD to determine if state law is inconsistent with the Act and provides less consumer protection than the Federal Act. And does in a way indemnify—if that's the right word —anyone who relies on the Secretary's rulings on inconsistency in the event his rulings are later overturned in court or elsewhere. Jim has urged us all to search out these inconsistencies. And I'm sure there are some. I think it would be very worthwhile for us to make sure that in our states we know what the laws are and the practices are and ask for HUD regulations in those cases where it is apparent to us that there is an inconsistency.

I've been talking about direct impact; let's talk a little bit about operational impact. We've talked about the disclosure and informational requirements. These are requirements really of the lender, as Mrs. Harth has pointed out. Section 7 provides for prior disclosure of selling price if the property had been acquired within two years. And there is a criminal penalty that goes with the prior disclosure provision. The lender's obligation under this section is theoretically fulfilled if the lender gets a copy of the information the seller gave the buyer. But that criminal penalty says "who ever knowingly and willfully provides false information or otherwise willfully fails to comply" is liable. What happens if the lender gets notice from the seller that he's told the buyer the facts about ownership and price and so forth and the lender, either as the result of a title search or result of having been a prior lender on the property, knows that facts that were given to the buyer are incorrect or false? Is the lender now criminally liable under the Act?

Section 10 limits tax and insurance escrows. Section 11 requires certain disclosures when the property is being sold to fiduciary. The sections I've just been listing are those that the U.S. League is concerned with, that the mortgage bankers are concerned with, and that other of our customer groups are concerned with. However, if past experience is any guide, it is highly likely that in the not too distant future our customers will come to us and ask us to take some of the burden off their shoulders and provide some of the information and/or protections required by the Act. This is in line with the traditional and expected role the title companies have undertaken in the past

in assisting in real estate transactions.

The ultimate liability of course is with the lenders. However, there is nothing in the Act which prohibits the delegation of duties. Here to a much greater extent than in Truth-in-Lending, it is likely that the title companies will be involved. This Act is also different from Truth-in-Lending in that we have no recission problem. You may go to jail but the lien of the mortgage is not affected.

Finally, the future impact of the Act touches upon a number of areas. Section 14 provides for a HUD study coordinated with the VA, FDIC and FHLBB with a view towards reporting back to Congress in no less than three nor more than five years on the need for additional legislation. As a part of this Section, it is required that the Secretary include in his report recommendations concerning lender pay; recommendations concerning federal regulation for charges for real estate settlement services; and recommendations on the federal government's role in modernizing land title records. Section 13 of the Act provides for a demonstration installation of model recording systems sponsored by HUD. Jim Schmidt has touched upon this latter point and Tom Horak's (ALTA Committee on Improvement of Land Title Records) has been very active in this area. It is my understanding that people in HUD are going to attend the April Modernization of Land Data Systems Conference.

As a part of this mandate from Congress, it is obvious that one of the bases for the three to five-year study will be data collected from the standard real estate settlement form. That form, therefore, will not only have an immediate impact on operations but will also have a long-range impact on what conclusions are drawn concerning the effectiveness of the 1974 Act.

All of these areas of future study by the department directly affect title company operations. We have supported the Act in the past and we have been working with the department and others in trying to implement the Act.

I have touched upon a few of the immediate problems in implementation and anticipate that there are going to be many long-range problems. I expect, however, that with the cooperation of the members of our industry, the Real Estate Settlement Procedures Act of 1974 will accomplish the purposes for which it was passed and prove beneficial both to consumers and the title industry. □

Weatherford Retires From American Title

John Ely Weatherford has retired as senior vice president and general counsel of American Title Insurance Company, effective March 31. Weatherford, a 40-year veteran of the land title industry, joined American Title as vice president in 1956 and was named senior vice president and general counsel in 1973.

Weatherford has been active in ALTA for a number of years. His Association committee service includes the Committee on Federal Legislation, Constitution and ByLaws Committee, Standard Title Insurance Forms Committee, and the Committee to Establish Liaison with the National Association of Insurance Commissioners.

In addition to the above activities, Weatherford has served as vice chairman of the ALTA Title Insurance and

Underwriters Section and as president of the Florida Land Title Association.

He is succeeded as American Title general counsel by Chris G. Papazickos, vice president of the company.

Lawyers Announces Baker Retirement

William H. Baker, Jr., senior vice president and general counsel of Lawyers Title Insurance Corporation, retired effective April 30.

Long active in ALTA, Baker has served on the Board of Governors, the Standard Title Insurance Forms Committee, and as an ALTA Conferee on the National Conference of the ALTA and the American Bar Association.

With the exception of 2½ years as a Naval intelligence officer during World War II, Baker has been with Lawyers

Title since 1934. He was elected secretary in 1942, chief title officer in 1950, vice president and counsel in 1962, and senior vice president and general counsel in 1965.

Baker will continue as a member of the board of directors of Lawyers Title. Marvin C. Bowling, Jr., succeeds Baker as senior vice president and general counsel.

Sheetz Elected

H. James Sheetz, senior vice president and treasurer of Commonwealth Land Title Insurance Company, has been elected president of the Philadelphia Chapter of the Financial Executives Institute for 1975-76.

names in the news

Marvin C. Bowling, Jr., has been named senior vice president and general counsel of Lawyers Title Insurance Corporation. **Bowling,** current chairman of the ALTA Standard Title Insurance Forms Committee, replaces **William H. Baker, Jr.,** who retired effective April 30.

Lawyers Title also announces the following appointments: **Bruce R. King, Jr.,** member, board of directors; **Boyce C. Outen,** vice president and associate general counsel; **John Goode,** counsel; **Henry McDonald, Jr.,** manager, Stamford, Conn., branch office; **William H. Keyes,** Indiana state counsel; **Robert A. Wallace,** assistant Maryland state counsel; **E. Keith Taylor,** assistant vice president—sales; and **Harold W. (Mike) Read,** manager of the new branch office in New London, Conn.

* * *

American Title Insurance Company has named Vice President **Chris G. Papazickos** general counsel, succeeding **John Ely Weatherford,** who retired effective March 31. **Papazickos** is a member of the ALTA Standard Title Insurance Forms Committee.

* * *

The following promotions recently were announced by Transamerica Title Insurance Company: **Jack Patterson** and **Jack Powers,** both senior vice presidents; **Bill Gilliland,** California assistant manager; **Harley Brown,** Arizona assistant manager; and **E. P. Lad Lynch,** director of planning, systems and procedures.


BOWLING


KING


OUTEN


GOODE


McDONALD


KEYES


WALLACE


TAYLOR


PAPAZICKOS


PATTERSON


GILLILAND


BROWN

Commonwealth Land Title Insurance Company has appointed **Jeffrey A. Rimer** manager of its Harleysville, Pa., office and **Gisela K. Raymond** assistant title officer.

* * *

Pioneer National Title Insurance has appointed **John Reitinger** to the position of vice president and area manager for Dallas and Tarrant County (Tex.) operations.

The board of directors of Title Insurance Company of Mobile announces the election of **Arthur R. Outlaw,** secretary-treasurer of Morrison, Inc., and **J. William Goodloe, Jr.,** member of the law firm of Vickers, Riis, Murray and Curran, as directors.

* * *

Curtis E. McClung has been appointed manager of St. Paul Title Insurance Corporation's new branch of-

fice in Ocala, Marion County, Fla. The operation was formerly known as Central Title Services, Inc.

In addition, **B. Franklin Green, Jr.,** has been named to the newly created position of Florida counsel for St. Paul Title.

* * *

The following promotions were recently announced by the Rattikin Title Company: **Jim Harris,** vice president for planning and corporate development, and **JoAn Goodnight,** manager of Tarrant County (Tex.) marketing.


LYNCH


REITINGER


HARRIS


GOODNIGHT


ENLUND


ROLLAND


FULTON


CROWLEY


TOMS


BEEKMAN


GLAUBER


ROCISSANO

American Land Title Company, an Idaho concern, has named **Gary E. Brown** executive vice president and **Robert Black, Jed Clawson,** and **Bruce Hansen** as vice presidents.

* * *

Carl W. White has been appointed assistant vice president and associate national division counsel at the Title Insurance Company of Minnesota.

E. Stanley Enlund, chairman of the board and chief executive officer of First Federal Savings and Loan Association of Chicago, and **Ian M. Rolland,** senior vice president of Lincoln National Life Insurance Company, have been elected to the board of directors of Chicago Title and Trust Company.

* * *

Larry C. Fulton has been named executive vice president of Fidelity National Title Insurance Company. **Fulton** will also retain his present position as company general counsel.

John M. Crowley, vice president and administrative assistant to **Ernest J. Loebbecke,** board chairman of the T. I. Corporation (of California), retired April 30 after a career of 47 years with the company.

* * *

Maurice Bailey, head of the company's accounting and disbursing department, has been named treasurer of Mid-South Title Company.

United Title Insurance Company, recently licensed by the state department of insurance to offer title insurance in North Carolina, has named its officers and directors. Officers are **Herbert L. Toms, Jr.,** president, **Hugh Cannon,** vice president, and **Charles L. Hinton,** secretary-treasurer. The board of directors includes **Lindsay C. Warren, Jr., Sherwood H. Smith, Jr., Richard G. Singer, Henry G. Lomax, Walton F. Joyner, Thomas L. Fonville, John K. Culbertson, Z. Creighton Brinson,** and **Clarence B. Beasley.**


DAVIS

Continental Title Insurance Company, formerly West Jersey Title and Guaranty Company, announces the following appointments: **John N. Killpatrick** and **Theodore P. Gennett,** both assistant vice presidents, and **David H. Ibbeken,** general counsel and title officer.

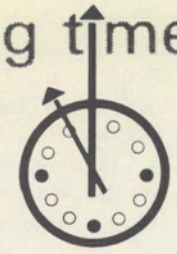
* * *

James W. Davis has been named vice president and Texas state manager for First American Title Insurance Company. In addition, **Arthur Gattsek** has been named Virginia state manager at First American's newly-established Annandale, Va., office. The Annandale facility was formerly known as Jefferson Pilot Title Agency.

* * *

USLIFE Title Insurance Company of New York announces the appointment of three customer representatives for the New York area. They are: **Cecil H. Beekman,** vice president; Floral Park office; **Paula Glauber,** White Plains office; and **Frank J. Rocissano, Jr.,** Brooklyn office.

meeting timetable



June 1-3, 1975
Pennsylvania Land Title Association
Hotel Hershey
Hershey, Pennsylvania

June 5-8, 1975
New England Land Title Association
Seacrest Hotel
North Falmouth, Massachusetts

June 8-10, 1975
New Jersey Land Title Insurance Association
Seaview Country Club
Absecon, New Jersey

June 12-14, 1975
Colorado, Nebraska, and Utah
Land Title Associations
Tamarron
Durango, Colorado

June 19-21, 1975
Oregon Land Title Association
Inn of the Seventh Mountain
Bend, Oregon

June 19-21, 1975
Michigan Land Title Association
Shanty Creek Lodge
Bellaire, Michigan

June 20-22, 1975
Illinois Land Title Association
Drake Hotel
Chicago, Illinois

June 20-22, 1975
Wyoming Land Title Association
Torrington, Wyoming

June 26-29, 1975
Idaho Land Title Association
North Shore Motor Hotel
Coeur d'Alene, Idaho

July 6-9, 1975
New York State Land Title Association
Sagamore Hotel
Lake George, New York

August 7-14, 1975
American Bar Association
Montreal, Canada

August 15-16, 1975
Kansas Land Title Association
Holiday Inn Plaza
Wichita, Kansas

August 21-23, 1975
Minnesota Land Title Association
Downtown Holiday Inn
Rochester, Minnesota

September 4-5, 1975
Nevada Land Title Association
Harrah's
Reno, Nevada

September 5-7, 1975
Missouri Land Title Association
Crown Center Hotel
Kansas City, Missouri

September 9-10, 1975
Wisconsin Land Title Association
Midway Motor Lodge
LaCrosse, Wisconsin

September 11-13, 1975
North Dakota Land Title Association
Minot, North Dakota

September 14-16, 1975
Ohio Land Title Association
Hollenden House
Cleveland, Ohio

October 1-4, 1975
ALTA Annual Convention
Palmer House
Chicago, Illinois

October 12-13, 1975
Carolinas Land Title Association
Foxfire Golf and Country Club
Pinehurst, North Carolina

October 20-27, 1975
Mortgage Bankers Association of America
Conrad Hilton Hotel
Chicago, Illinois

October 26-28, 1975
Indiana Land Title Association
Rodeway Inn
Indianapolis, Indiana

November 6-7, 1975
Dixie Land Title Association
Holiday Inn
Callaway Gardens, Georgia

November 7-13, 1975
National Association of Realtors
San Francisco Hilton
San Francisco, California

November 9-13, 1975
United States League of Savings Associations
Convention Center
Miami, Florida

November 13-15, 1975
Florida Land Title Association
Fort Lauderdale, Florida

December 3, 1975
Louisiana Land Title Association
Royal Orleans
New Orleans, Louisiana

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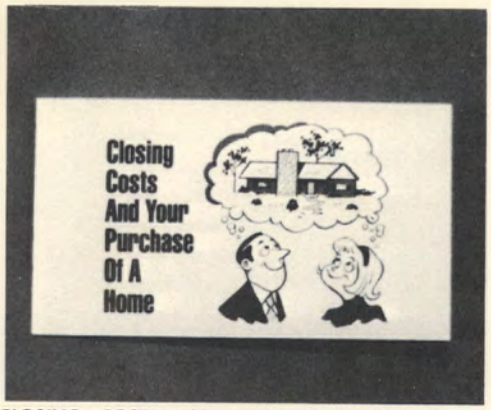

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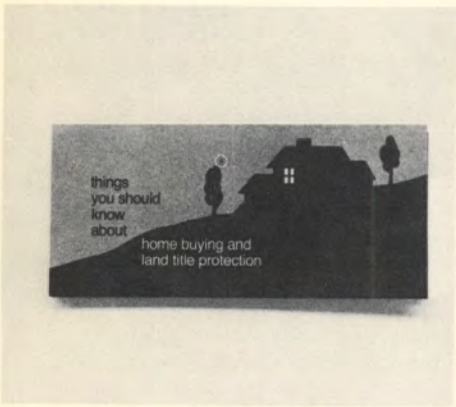

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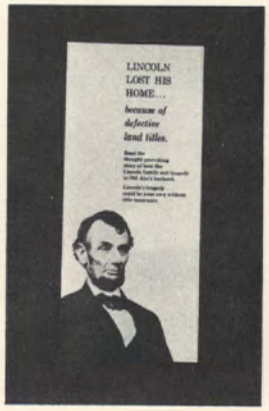
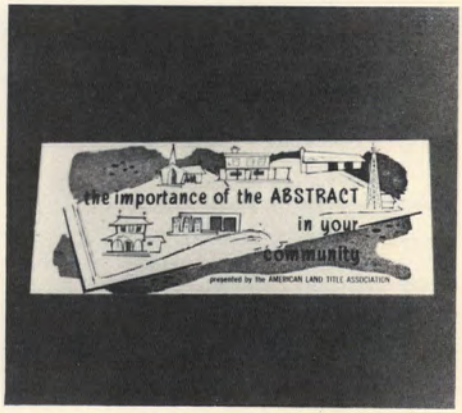


LINCOLN LOST HIS HOME . . . BECAUSE OF DEFECTIVE LAND TITLES . . . A memorable example of the need for land title protection is described in this folder. $6.00 per 100 copies.



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. $23.00 per 100 copies.

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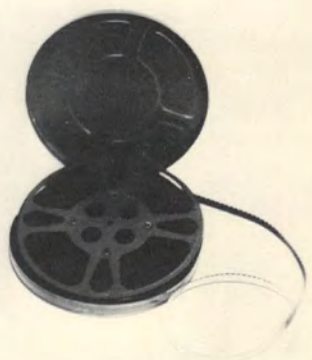

American Land Title Association