

# Title News

*the official publication of the American Land Title Association*

DO NOT REMOVE



Successful  
Advertising  
In Watonga

September, 1975





## A Message from the President

SEPTEMBER, 1975

The land title evidencing system in the United States is rooted in the common law of England. Our founding fathers were determined to preserve the individual freedom to own land and protect the rights and interests therein. They realized the importance of real estate and its definite and limited quantity. Basically, our system remains the same today because it properly protects interests created in land by prior and current owners.

Each of us in the title profession can be very proud to be part of a system that has worked beneficially for all concerned for 200 years. There have been pressures, demands and proposed changes to "short-cut" the method and rid ourselves of "all these technicalities". However, clear heads have prevailed and have proved that our existing system better protects everyone's basic interest in land.

Criss-crossing the country, attending state title meetings and talking with so many of you over the last three years has given me new insight into the title profession. Members of ALTA are honest and conscientious people who through service and integrity have provided America with the finest in land title protection.

As we celebrate the two hundredth anniversary of the founding of our country, each of us can be proud to be part of a profession that remains a bulwark for the liberties and freedom of Americans. People like you ALTA members—with high moral values and outstanding character—are the strength of our nation.

The Title Insurance Centennial Convention of ALTA will be held in Chicago October 1 through 4. The program is strong, with emphasis on the regulatory, political and judicial influences that are affecting our industry. Your attendance is vital to you and to your Association.

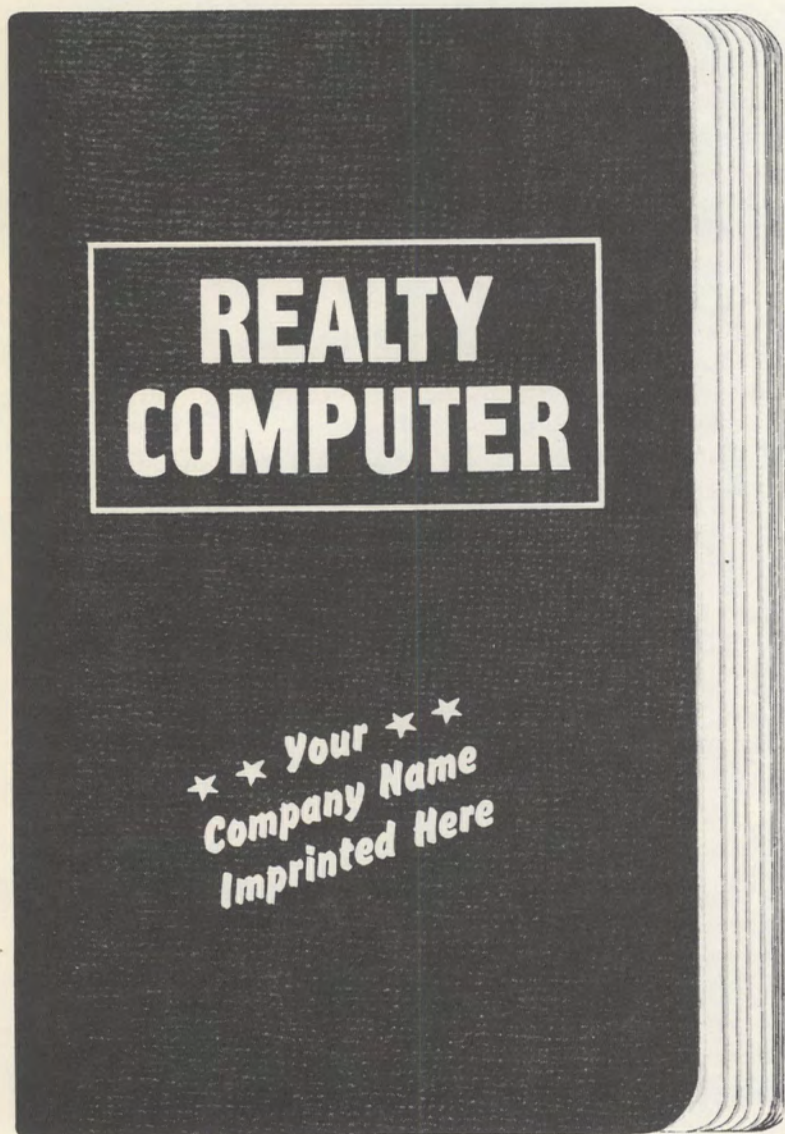
Sincerely,

Robert J. Jay

P.S.—It has been a unique and challenging experience to work with all members of ALTA as your president. Sally and I thank you for your loyal support, enthusiasm and generous hospitality accorded us as we have traveled to your state and regional meetings throughout the country.



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Attendance at five affiliated state association conventions will provide a full travel schedule for ALTA officers this month.

President-Elect Richard H. Howlett will journey to Reno on September 5 for the Nevada Land Title Association Convention. President Robert J. Jay will be in Kansas City for the Missouri Land Title Association Convention September 5-7, and will travel to Cleveland for the Ohio Land Title Association Convention September 14-16. Title Insurance and Underwriters Section Chairman C. J. McConville will be in LaCrosse, Wis., September 9-10 for the Wisconsin Land Title Association Convention. And, Abstracters and Title Insurance Agents Section Chairman Philip D. McCulloch will travel to Minot, N.D., for the North Dakota Title Association Convention.

\* \* \*

A meeting of the ALTA Liaison Committee with the Mortgage Bankers Association of America has been scheduled for September 12 in Colorado Springs. ALTA members of this group are Chairman Robert C. Bates, James O. Hickman, Bruce M. Jones, Thomas Pearson, and Billy F. Vaughn. ALTA Executive Vice President William J. McAuliffe, Jr., also will attend the meeting.

\* \* \*

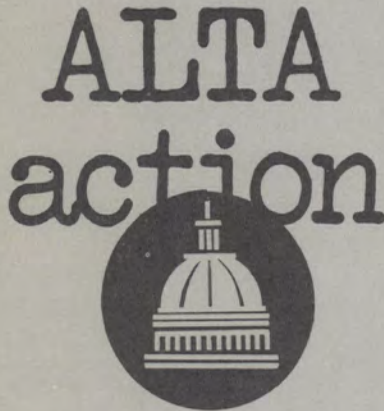
ALTA Director of Public Affairs Gary L. Garrity and fellow members of a review group for a new HUD consumer information project known as a "housing pre-purchase information package" recently provided their comments to the agency on the first draft of a related folder and estimator device designed to help the consumer determine what his housing costs will be. Other members of the review group formed at the invitation of HUD Assistant Secretary for Policy Development and Research Michael H. Moskow are Caroline Cresswell, Federal Home Loan Bank Board staff; Lou Terens and Ann Barnes, United States Office of Consumer Affairs staff; H. Jackson Pontius, National Association of Realtors executive vice president; Les Blattner, National Association of Home Builders staff; Simon Trevas, United States League of Insured Savings Associations staff; Anthony DeVeau, Columbia Federal Savings and Loan Association, Washington, D.C.; Guy Henle, editor, *Consumer Reports*; Jack Pflieger, *Time Magazine*; Lucille Shriver, National Federation of Business and Professional Women's Clubs; and Benny Kass, consumer attorney.

\* \* \*

ALTA Business Manager David R. McLaughlin reminds that corrections, amendments or changes in copy for the Association's 1976 *Directory* that are received after September 1 and before November 1 require a \$7.00 per line charge to the submitting member for related expense. September 1 is the regular deadline for *Directory* changes, and members have been notified of this at an earlier date. No *Directory* changes will be accepted after November 1.

\* \* \*

Shooting recently has been completed on two of three ALTA television celebrity film announcements scheduled for release early in 1976 as part of the Association's Public Relations Program. These announcements encourage consumers to write ALTA for free information on home buying and land title protection. They feature Angie Dickinson, star of NBC Television's, "Police Woman", and Mike Evans, featured in the CBS series, "The Jeffersons". Plans are to complete work on the third film announcement later this year. Members of the ALTA Public Relations Committee include Chairman H. Randolph Farmer, Vice Chairman Philip B. Branson, Patrick McQuaid, Francis E. O'Connor, James W. Robinson, Edward S. Schmidt and William H. Thurman.





# Title News

*the official publication of the American Land Title Association*

## Association Officers

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(Port Huron) Detroit, Michigan

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1828 L Street, N.W.  
Washington, D.C. 20036

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ON THE COVER: A "Happy Birthday" sign with only the first names of those being congratulated is part of a successful advertising and public relations program that has helped increase business at The Blaine County Abstract Co., Inc., in Watonga, Okla. Earnest Hoberecht, left, president of the concern, is shown discussing the market with Gordon K. Cotton, local real estate agent. For the story on this promotional effort, please turn to page 5.

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*GARY L. GARRITY, Editor*

*RICHARD W. RONDER, Managing Editor*





*HEY HONEY!  
Get packed.....  
We are going to the  
A.L.T.A. Convention  
in Chicago to see how  
I can automate my  
Title Company!*

## **Now! Any size Title Company can be automated...and at affordable costs!**



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An Affiliate of: Title Insurance Agency of Tampa, Inc.  
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We invite you to see our demonstration at the A.L.T.A. Convention. We will be on hand to answer any questions you may have and to perform a live demonstration of the hardware and software applications of this system.

writing, escrow accounting and all other forms of general accounting procedures. All the way from order entry to issuing the policy to the policy report, and everything in between.



*Earnest Hoberecht, President  
Blaine County Abstract Co., Inc.*

# Advertising Pays in Watonga

We increased our abstract business more than three times in six years and I give our advertising program a good deal of the credit.

This can be made to sound a bit more impressive by adding that there are two other active abstract plants in our county.

Like my re-entry into the abstract business, some of our advertising techniques were born by fortune or by accident. Some were the result of considerable thought and the tough and expensive process of elimination.

My father, the late E. T. Hoberecht, was a banker until the big depression of the 30's. In the summer of 1936, he and I started the Guaranty Abstract Company in a small, hot room a block off Main Street. We had two desks, a file cabinet and a girl who worked part time when we got an order. There wasn't enough work to keep me busy, and after drifting from job to job I lucked into a chance to enter the University of Oklahoma in the autumn of 1937.

In the mid-forties my father purchased the Blaine County Abstract Co., founded in 1902, and merged his other company into it.

I got back into the abstract business because he died and left his business to my sister and me. Suddenly and unexpectedly, we were the owners of an abstract plant.

Not in 30 years had I given more than the slightest thought to this line of endeavor. I had spent 24 years in Asia as a foreign correspondent and had

been back in the United States only 13 months when my father had his fatal heart attack. But while I was a United Press International vice president and general manager for Asia, I had promised my father that we would keep his business "in the family" if anything happened to him.

I had taken early retirement from UPI in 1966 to look after my farms and other growing personal business interests and was living a relaxed life when

my father dropped dead.

I bought out my sister's half of the business, rolled up my sleeves and at the age of 50 started an entirely new career. Now I was reporting on the history of the land in Blaine County instead of reporting on the happenings and intrigue in international capitals.

Since January of 1968, I have found that advertising and public relations are just as important in the abstract business as they are in any other business



Earnest Hoberecht, president of Blaine County Abstract Co., Inc., Watonga, is shown in the picture above completing work on advertising copy for a local newspaper. Hoberecht, who formerly owned four newspapers and worked overseas for 24 years as a war correspondent and foreign correspondent, has achieved noteworthy results with advertising.



that wants to be successful and profitable.

Through several events, we found that abstracters aren't always loved and respected as much as they are. Neither are they understood. It came as a shock to me and to many other members of the Oklahoma Land Title Association.

Let me cite some examples.

When I talked before student groups, they really had no idea of what we did or why we did it.

When I talked before civic groups, they really had no idea of all that went into the building of an abstract. They weren't really aware of all the records we keep, or the cost of keeping them. They weren't aware of all the checking and double-checking that goes on.

When the state legislature met, their comments on abstracters practically drove all of us in the business straight up the wall.

Abstracters in Oklahoma are doing a good, professional job at a reasonable price. But we may be the only people who know it. As a group we certainly haven't properly told our story or put across the idea in advertisements.

So, in our advertising and public relations, we have stressed the positive. We adopted the slogan: "We Help People" and use it in nearly all our ads. We point out in our ads that we are on the consumer's side, because an abstract helps the purchaser of property get what

he thinks he is getting. And many of our advertisements prominently display the line, "We are bonded and our work is guaranteed!"

I always remember the story about the man who told his friend that he was going out of business because of a big advertising budget.

"I didn't know you ever spent a cent on advertising," the friend observed.

"I never did," replied the first gentleman. "My competitor did!"

During the first year and a half we wasted a lot of money on various advertising projects and gimmicks that did not pay off. We learned that a complimentary ad in a school annual in the next town isn't going to be of any value—unless the girl selling the ad is the daughter of a big land developer. We discovered that nobody buys an abstract from you just because you run a newspaper advertisement filled with dull copy.

And right off we discovered it is not easy to make an ad for an abstract company "sexy." We believe an abstracter's ad should be dignified, but it also has to be interesting or nobody is going to read it.

One of our best programs developed by accident. We had an electric sign in one window. It was the type permitting us to spell out any message desired in four or five inch letters. Most of the time, however, it merely read: "Blaine County Abstract Company."

One day we noticed that a girl who once had worked in my father's abstract office had gone to work for the real estate agent across the street. She was a popular girl and one of my employees remembered that this particular day was her birthday.

We went to the sign and put up: "Happy Birthday, Carol."

The next day happened to be the birthday of someone else we knew, so up went their name. And a real Watonga institution was born!

Now, every day we put up from three to seven names. Only the first name is used—which adds to the interest and creates a lot of guessing and conversation. We secure our names from the birthday calendar sponsored by the high school band and we get them from persons who write or come in to give us the birth dates of their relatives and friends.

The project has become so successful that I fear that sooner or later there is going to be an auto accident in front of our office. Many people drive by daily for the sole purpose of looking to see whose name is on our sign.

It is no accident that we have a big OLTA decal above the illuminated birthday sign.

One of our best forms of advertisement is a column which we run in several newspapers throughout the county. The column is headed with a picture of me and the title "MEMO FROM ERNIE."

It carries my by-line, and under that is a line telling how to pronounce my name—"Ho-bright."

I am third generation in my home town and the old timers all know how to pronounce my name. But, these days there is a big change in the population even in small towns and small counties, so the phrase "pronounced Ho-bright," does just a little more to make them remember us.

A typical column will consist of two philosophical sayings, five to ten lines of advertising, then two or more sayings. Both the publishers and I get fan mail and I sometimes wonder if they shouldn't be paying me, instead of charging me their regular display rates.

We've had people come into our abstract office for the first time carrying clipped-out columns with them. We've



In the photo at left, Clydene Heffel, left, and Virginia Edsall of Blaine County Abstract Co., Inc., insert ALTA public relations literature into mail sent out by the company. Earnest Hoberecht, owner and president of Blaine County Abstract Co., Inc., hands them a copy of the ALTA pamphlet, *Lincoln Lost His Home*.



had clients laughingly complain that they wish we would quit advertising that we store abstracts free because their elderly parents keep insisting that they should bring their abstracts down here.

Recently we moved into new, larger quarters. They formerly were the home of a bank, right at the main downtown intersection. So, we have been using a picture of the building in our display ads. It not only is impressive but lets everybody know where we are.

Once a month we run a display advertisement on the oil page of the Sunday *Oklahoman*, published in Oklahoma City. This is for the benefit of the oil companies and lease brokers in Oklahoma—a very important part of our business. In these ads we say: "Don't Forget Blaine County. There's still plenty of oil and gas to be discovered here. And when you need an abstract you can depend upon, call upon Blaine County Abstract Co., Inc."

There's a secondary benefit to such advertising. We have found it also helps our image with local clients. And, believe me, image is important.

In this connection, let me say that moving into the former bank building also served to build image.

What are some of the other advertising techniques employed? They include:

- We mail 2,000 Christmas cards. Our basic list was started by my father. We add to it by checking our ledger and by putting on the names of people from companies that we would like to have for clients.
- We mail out five to ten birthday greeting cards daily. For these we draw upon the same sources as we do for our birthday sign. We make these more "individual" and "personal" by having all nine persons in the office sign each card with their first name.
- Each year at Thanksgiving time we sent out a personally typed "thank you" letter to all of the oil companies that have done business with us during the course of the year. Oil company business is extremely important to us here because of the great number of abstracts ordered by the oil companies

during the course of the year.

- Our company business cards have a calendar on the back. People tend to retain and use these. They don't toss them in a drawer with other business cards.
- Whenever we mail out a letter or statement or abstract, we try to include some kind of a "stuffer" in it. We sometimes just include our business card. Sometimes we enclose the ALTA pamphlet, *The Importance of the Abstract in your Community*. Other times we include the stuffer, *Lincoln Lost his home*, or other ALTA material.
- We have the largest abstract company advertisements in the yellow pages in our town.
- When we moved into our new building, we ran a quarter-page ad in the local newspaper. We prominently displayed a picture of our new quarters and had reprints of the ad made. We mailed these to all abstracters in Oklahoma, to all of the clients in our ledger, and to persons and firms we wanted for clients.
- We carry a sizeable advertisement in such things as the annual directory of the Oklahoma City Association of Petroleum Landmen and other similar directories.
- We provide the morning daily

newspaper from Oklahoma City to each room in Watonga's 35-bed hospital. Each is stamped in large type with: "Compliments Earnest Hoberecht, Blaine County Abstract Co., Inc."

- Our company has a large highway billboard on the highway west of town, has an electric sign at the weekly cattle sale and has a large sign over the alleys at the bowling alley.
- And like most companies dealing with the public, we give away pencils, pens, flag decals, lucky pennies and other items with our name on them.

To go along with any advertising and public relations program you must have a product. Nothing can save you if you don't deliver the goods, provide better-than-average service and give service with a smile. We do our best in each department and with each abstract that leaves our office there is a letter to the person placing the order saying, "We appreciate your business."

With a good product AND a good advertising program, you have an excellent chance for real success.

Keep in mind this old saying: "Trying to do business without advertising is like trying to kiss a girl in the dark. You know what you are doing, but nobody else does." □



TITLE INFORMATION MANAGEMENT SYSTEM

LANDEX systems and services are designed with the help of title people to serve the information-management needs of the title industry. May we tell you more? Check the topic above that interests you, clip this advertisement, and send it with your business card to—

Donald E. Henley, President  
(213) 990-2130



INFORMATA INC

SPECIALISTS IN INFORMATION MANAGEMENT / 23241 VENTURA BOULEVARD, WOODLAND HILLS, CA 91364





## Millions Hear ALTA Radio Spots

For the sixth consecutive year, ALTA public service radio spots are reaching a nationwide audience of millions with messages that advise consumers to learn the facts in advance regarding the purchase of a home and land title protection.

These announcements are broadcast in free public service time donated by stations, and are produced as an activity of the ALTA Public Relations Program in conjunction with ADS Audio Visual Productions, Inc., Falls Church, Va.

Again this year, the ALTA spots are being aired by more than 1,000 stations from coast to coast. Their appeal is attributed to creative design that fits a variety of programming formats—and to the featuring of celebrities who advise listeners to write ALTA for free educational literature.

Delivering ALTA radio announcements this year are Roy Clark of ABC Television's, "Hee Haw"; Mike Evans of CBS's, "The Jeffersons"; Earl Holliman of NBC's, "Police Woman"; and Andy Russell, Spanish music star.

In addition, the 1975 ALTA package includes an announcement in which Association Executive Vice President William J. McAuliffe, Jr., tells about closing cost disclosure requirements of the Real Estate Settlement Procedures Act of 1974 (RESPA).

Clark recorded two announcements in country style that are proving quite popular with station programming personnel. In one of these, he tells about a neighbor with many cousins who sold his house—only to have three cousins "nobody ever heard of" suddenly appear and try to get the house back.

Evans in one announcement recalls the seller of a home who wrote a check for back property taxes and created problems for the buyer when the check was dishonored for insufficient funds.

Considerable interest has centered on a Holliman spot based on an actual happening. In dramatic narrative style, Holliman tells about a man who decides to disappear after a hotel fire and let people believe he perished in the flames. Years later, the man returns and tries to reclaim his house that has been sold.

Russell delivers a home buyer information message in English—and then repeats it in Spanish in a separate announcement for Spanish language stations.

### List Indicates Use

An indication of use of the ALTA spots is presented by this partial list of stations that have reported broadcasting the announcements.

Alabama—WUNI, Mobile, and WQLT, Florence

Alaska—KRXA, Seward, and KTKN, Ketchikan

Arizona—KOOL, KCHS, and KASA, Phoenix, and KVOY, Yuma

Arkansas—KLAZ, Little Rock, and KFOF, Van Buren

California—KIRO, San Diego, and KEHP, Fresno

Colorado—KPIK, Colorado Springs,

Celebrities featured on 1975 ALTA public service radio spot announcements are, top row, Roy Clark (left) and Earl Holliman. Also, second row, Andy Russell (left) and Mike Evans.



and KAPI, Pueblo  
 Connecticut—WAVZ, New Haven, and WIOF, Waterbury  
 Delaware—WDSB, Dover, and WTUX, Wilmington  
 Florida—WKAT, Miami Beach, and WBIX, Jacksonville  
 Georgia—WGKA, Atlanta, and WQQT and WXLM, Savannah  
 Hawaii—KHVH and KCCN, Honolulu, and KIVM, LiHue  
 Idaho—KSEI, Pocatello, and KUNI, Coeur d'Alene  
 Illinois—WAIK, Galesburg, and WGNU, Granite City  
 Indiana—WHUT, Anderson, and WWKI, Kokomo  
 Kansas—KANS, Larned, and KEDD, Dodge City  
 Kentucky—KMIK, Middlesboro, and WYGO, Corbin  
 Louisiana—WLUX and WYNK, Baton Rouge, and KDBS, Alexandria  
 Maine—WLBZ, Bangor, and WDME, Dover  
 Maryland—WMAR and WPOC, Baltimore, and WFSI, Annapolis  
 Massachusetts—WRKO, Boston, and WBSM, New Bedford  
 Michigan—WMAX, Grand Rapids, and WCZN, Flint  
 Minnesota—KEEY and KNOW, St. Paul, and KCPI, Albert Lea  
 Mississippi—WROA, Gulfport, and WDAL, Meridian  
 Missouri—KOSN, St. Joseph, and KBUC, Springfield  
 Montana—KYSS, Missoula, and KURL, Billings  
 Nebraska—KGOR, Omaha, and KRNY, Kearney  
 Nevada—KOLO, Reno, and KWNA, Winnemucca  
 New Hampshire—WLNH, Laconia, and WDCR, Hanover  
 New Jersey—WFPG, Atlantic City, and WJDM, Elizabeth  
 New Mexico—KICA, Clovis, and KSIC, Silver City  
 New York—WHBI, New York City, and WDDS, WYRD, and WMHR, Syracuse  
 North Carolina—WLLE, Raleigh, and WSRC, Durham  
 North Dakota—KBON, Bismarck, and KMOT, Minot  
 Ohio—WMHI, Columbus, and WXEN, Cleveland  
 Oklahoma—KKUL and KIOW,

Tulsa, and KFLQ, Tahlequah  
 Oregon—KPDQ, Portland, and KPNW, Eugene  
 Pennsylvania—WTAE and WKOI, Pittsburgh, and WSFM, Harrisburg  
 South Carolina—WKZQ, Myrtle Beach, and WRHI, Rock Hill  
 Tennessee—WREC, Memphis, and WRIP, Chattanooga  
 Texas—KFMK, Houston, and KIXL, Austin  
 Utah—KDAL, Price  
 Vermont—WEZF, Burlington, and WSKI, Montpelier  
 Virginia—WRVA and WIKI, Richmond, and WSLC, Roanoke  
 Washington—KBIQ, Seattle, and KBBO, Yakima  
 West Virginia—WGNT, Huntington, and WAJR, Morgantown  
 Wisconsin—WISM and WYXE, Madison, and WBAY, Green Bay  
 Wyoming—KOVE, Lander  
 District of Columbia—WRC

#### Sampling of Comments

Here is a sampling of comments sent to the ALTA office by station personnel after playing the 1975 spots.

"Excellent spots." Allen Collins, WHBI, New York City.

"They should serve their purpose to get people to look before signing anything." M. Conrath, KDHI, 29 Palms, Calif.



Engineer Norman Rowland adjusts the microphone as ALTA Executive Vice President William J. McAuliffe, Jr., prepares to record an Association public service radio announcement alerting consumers to closing cost disclosure requirements of the Real Estate Settlement Procedures Act of 1974 (RESPA).

"Spots very helpful." W. H. Sherman, KTEO, San Angelo, Tex.

"Very good." Myles R. Foland, WMOP, Ocala, Fla.

"Excellent! Good subcultural adaptations." Jim Tabaczyaski, WWIZ, Sharon, Pa.

"Would like to see more of this type delivered." Bill Micheals, WRKR, Racine, Wis.

"Good, useful PSA material." Roger Dee Reynolds, WTAY, Robinson, Ill.

"Good program." Mike Weber, KPIK, Colorado Springs.

"Good." Chuck Kramer, WFPG, Atlantic City, N.J.

"A fine series. We are glad to be of service." Dennis Ray, KAGO, Klamath Falls, Ore.

"Good." Mike Lawrence, WSDS, Ypsilanti, Mich.

"Appreciate the variety in 30-second spots." David Pearl, WFSI, Annapolis, Md.

"Excellent message and quality." Larry Doxy, WALR, Union City, Tenn.

"Good spots—proper thinking." Pat Milan, WZKQ, Myrtle Beach, S.C.

"Thank you for sending them. We will use them as often as possible in a regular schedule." Terry Snead, KMLA, Ashdown, Ark.

"Very good." Paul Johnson, WXEN, Cleveland.

"We are a 24-hour country music station and the cuts by Roy Clark were great." Don Dashiell, WDSB, Dover, Del.

"Very good." Russell W. Fry, WWKI, Kokomo, Ind.

"Excellent spots." Dorothy Morgan, WHLN, Harlan, Ky.

"The spots are very informative and very good in quality." Mel Gunter, KMFE, Emmet, Idaho.

"Good selection, well produced." Peter L. Fort, KOSN, St. Joseph, Mo.

"We've used these ALTA spots you've sent us in the past and will continue to do so." Dan Daniels, WXLM, Savannah, Ga.

"Well done in getting the message across." James H. Pelley, WIHS, Middletown, Conn.

"Needed service—glad you're getting information out." M. R. Broussard, KROF, Abbeville, La.

"Very good content." A. Sturm, WGNT, Huntington, W.Va. □



# Part IV: 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. For previous installments, please see the June, July, and August, 1975, issues of *Title News*.)

\* \* \*

## Mortgages and Liens (Continued)

*The Prudential Insurance Company of America, a corporation, Appellee v. Gary Holiday et al, Appellees, Impleaded with John Clayton Spencer et al, Appellants, 214 N. W. 2d 273, 191 Neb. 144 (1974)*

In a mortgage foreclosure action, it was held that where a real estate mortgage is acknowledged by some mortgagors, but not all, the mortgage is entitled to be recorded, and on recording is constructive notice of the interest of those persons who acknowledged the instrument and the priorities that are attendant therewith. A mortgage on real estate, other than homestead, executed and delivered by the mortgagor, is valid between the parties, even though it was not lawfully acknowledged.

*A. W. Saum, d/b/a A. W. Saum & Sons, Appellee, v. L. R. Foy Construction Co. Inc., Cross-Appellant, Impleaded with General Wholesale Co-operative Company, Appellant, Cross-Appellee, 212 N. W. 2d 648, 190 Neb. 783 (1973)*

In a suit for foreclosure of a mechanic's lien, it was held that the fact that a subcontractor was entitled to a mechanic's lien by reason of a contractor's failure to make payment of the amount remaining due on a contract between the parties was not a sufficient basis for obtaining a personal judgment against the owner of the premises.

*U.S.A. v. Deya, 369 F. Supp. 1113 (Puerto Rico 1974)*

Under Puerto Rico law mortgages more than 20 years old are unenforceable. Deya's mortgage to U.S.A. was cancelled by Registry by marginal inscription. U.S.A. sought to void cancellation.

Held: U.S.A., by entering the business of mortgage lending, was bound by local mortgage laws and statutes of limitation contained therein.

*State of Alabama, ex rel, William J. Baxley, as Attorney General of Alabama, v. Leonard C. Johnson, as Superintendent of Banks, State Banking Department, State of Alabama, (Ala. Sup. Court, 1974)*

This case is an appeal from the circuit court, Montgomery, Alabama.

The complaint alleged that on loans to individuals in amounts of between \$2,000.00 and \$100,000.00, finance charges were being made which exceeded the amounts permissible under Title 9, Sections 60 and 61, Code of Alabama 1940, recompiled 1958, but that the respondent, as Superintendent of Banks, has failed to order lenders to cease and desist from making such loans at increased interest rates.

The respondent alleged, and the circuit court so held, that there is now in existence Act No. 2052, Acts of Alabama 1971, Volume IV, page 3290 (called the Alabama Mini-Code), and that conventional loans to individuals for any purpose of between \$2,000.00 and \$100,000.00 which were formerly subject to the maximum interest rate stated in Title 9, Section 60, are now subject to the maximum finance charge as stated in Mini-Code, Section 2(b), and that Title 9, Sections 60 and 61, which previously established maximum interest charges on real estate loans were repealed where inconsistent with the finance charge provisions of the Mini-Code.

Title 9, Section 60, of the 1940 Code of Alabama, recompiled 1958, was in effect prior to the legislative approval of the Mini-Code on October 1, 1971 and provides:

"The rate of interest upon the loan or forbearance of money, goods, or things in action, except in written contract, is six dollars upon one-hundred dollars for

one year, and the rate of interest by written contract is not to exceed eight dollars upon one-hundred dollars for one year. . . ."

The Mini-Code provides in Section 2 that the maximum finance charge is determined by computing the allowed rate on the original principal for the full term without regard to scheduled payments, resulting in what is known in the finance industry as an "add-on" rate. Under the Mini-Code, there is no specific maximum rate of interest so long as the maximum finance charge (including interest) does not exceed the eight per cent "add-on." The court held that closing costs which are incurred for services rendered by someone other than the creditor and for which the creditor does not receive payment are not includable in the finance charge.

The Supreme Court of Alabama was faced with deciding the issue of what is the maximum interest on conventional mortgage loans to persons by banks, savings and loan associations, and mortgage bankers for any purpose of not less than \$100,000.00? Is the maximum interest on such loans governed by the Mini-Code or by Title 9, Sections 60 and 61, Code of Alabama?

The Supreme Court held that the legislature, in enacting the Mini-Code, never intended that institutions who make mortgage loans be allowed to charge an 8% add-on finance charge under the Mini-Code. The Court held that the Mini-Code did not repeal Sections 60 and 61 of Title 9, neither expressly nor by implication. It was the opinion of the Supreme Court that conventional loans to individuals for any purpose of less than \$100,000.00 are subject to the 8% maximum simple interest rate found in Sections 60 and 61 of Title 9. "Any other charges for the loan by whatever name it is called which is paid by the borrowers is illegal."

*Byler v. Suttles, 311 Atl.2d 872 (Del. Sup. Court—1973)*

This is an Action by a contractor to foreclose a mechanic's lien against property for labor and material performed and furnished in the construction of the house. The Supreme Court affirmed the lower court's dismissal of the action based on its findings



that the contractor's return to the house, more than a month after he had substantially completed his work thereon, for the performance of some unrequested labor for which he billed the owners the sum of \$8.37, was not sufficient to interrupt the 120-day statutory period for the filing of a mechanic's lien, which period had expired prior to the filing of the mechanic's lien.

*In Re Pittsburgh-Duquesne Development Co.*, 482 F.2d 243 (1973)

P held a mortgage on certain land improved with an apartment building known as "Cricklewood." D, the owner of the Cricklewood property, also owned other land improved with the "Geyer Building." The mortgage on Cricklewood provided that in the event of default all leases and rents would stand assigned to P and that P would have the right to take possession, collect rents, and apply them to the mortgage debt, taxes, and operational expenses. While this mortgage was in default, D in 1969 commenced a proceeding for a real property arrangement under Chapter XII of the Bankruptcy Act. The trustee appointed in this proceeding was expressly authorized "to collect and receive all rents" and "to pay . . . all debts, obligations, charges, and taxes incurred in the operation of the said business and the preservation and maintenance of the said property." The trustee failed to pay real estate taxes on the Cricklewood property. Furthermore, without court approval he diverted \$83,000 of rental income from Cricklewood to pay expenses incurred in operating the Geyer Building. In 1971 the reorganization court gave leave to P to foreclose its Cricklewood mortgage. At the foreclosure sale, P bid the amount of the unpaid real estate taxes which it had paid. P then filed a petition in the reorganization court to recover the rents diverted from Cricklewood.

Issue: Was the diversion of a part of the Cricklewood rents proper?

Held: It was not.

Opinion: P's duly granted lien upon Cricklewood rents that issue after mortgage default persisted in equity during the Chapter XII reorganization, though at the outset the reorganization court could and did properly restrain it from enforcing that lien pending an effort to achieve an arrangement. (*Bindsell v. Liberty Trust Co.*, 3rd Cir. 1917, 248 F. 112; *Mortgage Loan Co. v. Livingston*, 8th Cir. 1930, 45 F.2d 28.) From a different approach, taxes that accrue on property while a trustee in bankruptcy or reorganization is utilizing that property in the conduct of a business are an expense of administration and a first priority debt under Section 64(a) of the Bankruptcy Act, 11 U.S.C. par. 104(a). In this case the judicial authorization to pay real property taxes as they became due during the period of the trustee's economic use of Cricklewood comports with a statutory mandate to accord first priority to these obligations. (*Cf. Northumberland County v. Philadelphia & Reading C. & I. Co.*, 3d Cir. 1942, 131 F.2d 562.) In these circumstances, payment of current Cricklewood taxes out of rental in-

come of that property would have respected both the equitable interest of P in those rents and the prescribed priority of claims in bankruptcy. To divert those rents to D's operation was to deprive P of its lawful security without serving any public interest, or for that matter any private interest to which P's security could equitably be subordinated. The interest of the debtor's general creditors in whatever benefit might accrue to them from successful operation of D did not justify depriving P of its security interest in Cricklewood rents.

## OIL AND GAS

*Thaxton v. Beard, et al.*, 201 S. E. 2d 298 (West Va. 1973)

Oil and gas right was sold separately from the surface and was forfeited to the State for failure to enter it on the land books for taxation. However, the gas and oil interest was conveyed by a deed from a deputy commissioner of forfeited and lands based on another and void assessment containing two separate tracts of land owned by two different people, neither of whom owned the oil and gas interest under said land. Purchaser leased for oil and gas and a producing well was drilled without objection by the rightful owner of the oil and gas.

Held: There must be a valid assessment in the first instance to support the deed from the deputy commissioner of forfeited and delinquent lands as a result of delinquent land sale.

Where plaintiffs, who owned a one-eighth interest in the oil and gas, but did not think they owned it, did not object when lessee, in good faith, drilled a well on the tract after such interest had been leased to him in good faith by the purchaser of such interest at an invalid tax sale, the owners did not have the right after the well was drilled and producing to recover a full 1/8th of 1/8th royalty interest, but rather had the option of recognizing the lease and receiving proportional shares under the terms of the lease and unitization agreement or of receiving 1/8th of the cost of delivery and production.

## PLANNING AND ZONING

*Monumental Properties, Inc. v. Board of Commissioners*, 311 A.2d 725 (Pa. 1973)

Monumental Properties, Inc. (Monumental) owned a 21-acre tract of land located in an R-2 residential zoning district. Monumental proposed to erect a multi-building apartment complex which was permitted in an R-2 zoning district. The township adopted a land development subdivision ordinance with which Monumental attempted to comply. Monumental filed a preliminary plan which provided for 12 dwelling units per gross acre. Thereafter, after public advertisement, the township commission adopted a zoning ordinance reducing the permitted number of dwelling units in the R-2 zone from 12 to 8 units per

gross acre. Thereafter the commission approved Monumental's preliminary plan providing for 12 dwelling units per gross acre.

Held: Under the Pennsylvania Municipalities Planning Code adopted by the Pennsylvania legislature, once the application for approval of a plan is filed no change of the zoning ordinance shall affect the decision on the application adversely to the applicant. The applicant is entitled to a decision in accordance with the ordinance as it stood when the application was filed.

*Town of Glocester v. Olivo's Mobile Home Court, Inc.*, 300 A.2d 465 (R.I. 1973)

Olivo's owned a 38-acre parcel of land, which was used for mobile homes. When the town sought to enjoin the use thereof for more than 30 homes (the limitation set by the ordinance for any park), Olivo's challenged the constitutionality of the ordinance.

Held: The ordinance is unconstitutional since it did not relate limitation to any particular acreage, and there was no showing of any threat to public health, safety, morals, and general welfare.

*Eastlake Community Council v. Roanoke Assoc. Inc.*, 513 P.2d 36 (Wash. 1973)

A building permit was issued and the owner began construction. A second and third renewal were granted, but prior to the granting of a third no environmental impact statement was prepared or issued as then required to begin a project by the newly enacted State Environmental Policy Act. Construction of a 128-unit, five-story condominium was enjoined.

Held: No rights to develop the property may vest where either the application submitted or the permit issued fail to conform to the zoning or building regulations. An environmental impact statement should have been filed prior to the granting of the third renewal based on the fact that a renewal of a building permit was a "major action" and the project had not reached a critical stage of completion by the effective date of the Act, even though construction had commenced.

*County of Fayette v. Holman*, 315 A.2d 335 (Penn. 1973)

A county zoning ordinance permitted the placement of mobile homes upon eighty per cent of the land area of the county; however, the appellees placed their trailer in an area where mobile homes were excluded and sought a permit for it. The lower court ordered the issuance of a permit, ruling that the ordinance was unreasonable and discriminatory.

Held: A zoning ordinance may validly exclude mobile homes from a residential neighborhood where they would have an adverse aesthetic impact on the neighborhood. The concept of the general welfare, which includes considerations of aesthetic and property values, provides a sufficient basis for upholding the validity of a zoning ordinance.

*Glaspey & Sons v. Conrad*, 83 Wn. 2d 707, P.2d (1974)

A zoning ordinance was set aside because the notice of public hearing stated that it was "for the purpose of discussing the pros



and cons of a proposed Zoning Ordinance as amended" when in fact the Board planned also to consider substantial amendments to the zoning ordinance. The court stated, "the notice employed by the Board accorded plaintiff neither the fundamental fairness nor the procedural due process envisioned by the zoning statutes."

*State ex rel Evelyn V. Cobum v. The Town of Star City*, 197 S. E. 2d 102 (W. Va. 1973)

An original proceeding in Mandamus brought by property owner to compel issuance of a house trailer permit.

Held: Zoning ordinances establishing residential districts from which commercial and business enterprises are excluded by comprehensive plan are valid as proper exercise of police power of the State.

*Commonwealth v. National Gettysburg Battlefield Tower, Inc.*, 454 Pa. 193, 311 A.2d 588

The Defendant sought to construct a 307-foot high observation tower on private land overlooking the Gettysburg Battlefield. The Commonwealth sought to enjoin the construction of the tower, alleging that it was a "despoilation of the natural and historic environment." The Commonwealth based its right to sue on Article 1, Section 27 of the Pennsylvania Constitution, which states in part:

"The people have a right to . . . the preservation of the natural, scenic, historic and esthetic values of the environment. Pennsylvania's natural resources are the common property of all the people. . . . As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people."

Held: Injunction was properly denied by the court below. Two justices were of the opinion that the Constitutional Provision was wholly ineffective in the absence of enabling legislation while a like number believed that a sovereign has always had the inherent power to act in such a matter but that the Commonwealth had failed to establish by clear and convincing proof that such

harm would result. A dissenting opinion would have granted the injunction, stating that the Constitutional Provision was self-executing and that the Commonwealth had furnished satisfactory proof of irreparable harm to the environment. A majority of the court seemingly regarded natural, scenic, and historic values as being within the domain of "public natural resources" so that the sovereign as public trustee could enjoin actions on private lands which caused sufficiently serious harm to such resources.

## REAL ESTATE BROKERS AND CONTRACTS

*Yinger v. Springer*, 452 Pa. 66, 305 A.2d 19 (1973)

A Plaintiff sued for specific performance of a written sales agreement which described the real estate as "the property known as Jacob Springer's 80 acres, more or less, which would exclude 7 acres of the 87 acres, more or less." The Defendant claimed the contract was unenforceable because the description did not satisfy the statute of frauds.

Held: Although parol evidence is not admissible to describe the land intended to be conveyed, it is admissible to apply a written description to land where it is clear what land is intended to be conveyed.

Land described as "my farm" was a sufficient description in earlier cases and "my farm minus X" was also sufficient where the "X" was capable of accurate description by reference to a prior agreement of sale entered into by the Defendant with a third party. Parol evidence is admissible to show that the description of the parcel to be excepted out of the tract is sufficiently definite under the Statute of Frauds.

*Skendzel et al v. Marshal, et al*, 301 N. E. 2d 641 (Indiana, 1973)

In this case the Court said that a conditional land sales contract is in the nature of a secured transaction, the provisions of which are subject to all proper and just

remedies at law and in equity, including enforcement through foreclosure proceedings.

A liquidated damage clause which provided that all prior payments under a land sale contract would be forfeited and retained by the vendor as liquidated damages if default in payment of purchase price continued for 30 days and under which vendees would have forfeited \$21,000.00, consisting of well over one-half of the original contract price of \$36,000.00, plus possession, did not provide for a reasonable measure of damage but rather provided for an excessive forfeiture.

Conclusion: The Indiana Supreme Court joins with other jurisdictions in refusing to enforce the explicitly worded forfeiture clause. Instead, it likened the contract of sale to an equitable mortgage and said the proper remedy was foreclosure through the courts. Since the right of redemption in Indiana is six months from the date the complaint of foreclosure is filed, this decision extends the time for the purchaser under the unrecorded land contract.

## RESTRICTIONS

*Clancy v. Becker*, 455 Pa. 452, A.2d (1974)

A corporation sought to construct a mobile home park on a portion of a 155-acre tract from which its predecessor in title had sold by separate conveyance eleven building lots, the deeds to which contained restrictive covenants stating that "No trailer . . . shall be used as a residence," and that "not more than one dwelling house shall be constructed on each lot as shown on the plan." No plan was recorded. The lot owners sought an injunction against the construction, alleging and testifying that the restrictions were intended to apply to the entire tract. The corporation introduced an unrecorded plan of lots showing that only 20 lots were laid out, of which only a few were within the proposed park location.

Held: Although there need not be an express covenant in the deeds prohibiting trailers on the 155 acres, there must be a manifest intent on the part of the grantor to have the restrictions apply to the entire tract. However, in this case, since the deeds were ambiguous only insofar as they referred to a "plan," parol evidence was admissible to show to what plan reference was made, and the restrictions would apply only to the area encompassed by that plan. Such a plan need not be recorded or, apparently, even reduced to written form to be effective, since the reference in the deeds was constructive notice to subsequent purchasers for value.

NEXT:  
RESTRICTIONS  
(continued)

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Commonwealth Land Title Insurance Company announces the promotion of **Harry K. Millhoff** to assistant vice president and manager of the Cleveland office and **Betram C. Miller** to manager of the Exton, Pa., branch.

\* \* \*

**Clarence L. Fuller** has retired effective July 1 after more than half a century of service with Title Guarantee Company of Rhode Island. He was corporate secretary of Title Guarantee from 1945 until the company was acquired by Commonwealth Land Title Insurance Company in 1970.

\* \* \*

**Rick S. Griffin** has been elected president of Fort Worth Title Company by USLIFE Title Insurance Company of Dallas.

\* \* \*

Lawyers Title Insurance Corporation announces the following promotions: **Richard H. Dilworth** elected to the Board of Directors; **Wade F. Hill** to manager of the Toms River, N.J., branch; **Harold W. (Mike) Read**, manager of the New London, Conn., branch; **John F. Schmuecker** to manager of the Waterbury, Conn., branch; and

**Frank L. Hugus, Jr.** to manager of the Freehold, N.J., branch.

Lawyers Title also announces the opening of an office in Schaumburg, Ill., and the appointment of **Sara A. Vannucci** as manager.

\* \* \*

**William M. Boyd** has been elected vice president of Boyd & Boyd, Fulton, Mo. He is a third generation title man with that concern.

\* \* \*

**Charles A. Meyer**, title officer for Mid-South Title Company, Memphis, has been named the Tennessee District Exchangeite of the Year (1975).

\* \* \*

**Richard W. McCarthy** has joined the ALTA staff as director of research. He has completed work on a master's degree in economics at the University of Maryland and is pursuing doctoral studies at American University in Washington, D.C. His background includes serving as a lecturer in economics at Montgomery College, Takoma Park, Md., and working as a third party bodily injury claims adjuster for Liberty Mutual Insurance Co. in New York City.



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## Oregon Land Title Association Elects Leland K. Wimberly President

Outstanding presentations on the Real Estate Settlement Procedures Act of 1974 (RESPA); state legislation; escrow problems; loss prevention; and public opinion were among highlights of the recent Oregon Land Title Association Convention in Deschutes County, Ore., according to a report from Gerald B. Gray, OLTA executive secretary.

The Convention commentary on RESPA was part of an address delivered by C. J. McConville, chairman of the ALTA Title Insurance and Underwriters Section and president of Title Insurance Company of Minnesota.

Another major convention feature was a report on activity of the Rating Bureau for Title Insurance Companies in Oregon, which was presented by Herbert Altstadt, recording secretary for that organization.

Leland K. Wimberly, president of Commercial Title Co., Roseburg, was elected OLTA president at the Convention. Thomas G. Stapleton, Oregon state counsel, Pioneer National Title Insurance Company, Portland, was elected vice president. Executive committee members at large elected during the Convention are Robert Beardsley, Douglas County Title Company, Roseburg; Lorin Ricker, Wallowa Title Co.,

Enterprise; and Glen Turnbull, Crater Title Company, Medford.

Three persons were elected OLTA Honorary Members during the Convention. They are Margaret Emerson, now retired from Title Insurance Company of Oregon after over 40 years of service in the land title industry; Joseph Maher, former vice president and manager of the Benton County branch of Pioneer National Title and currently retired after more than 30 years in the industry; and Wesley Stewart, OLTA past president and former Benton County branch manager for Pioneer, retired after long service in the industry.



Photographs from the recent Oregon Land Title Association Convention include, at left, Herbert Altstadt (left) inducting the newly-elected officers, who are, from left, Leland K. Wimberly, president; Thomas G. Stapleton, vice president; and Robert Beardsley and Glen Turnbull, executive committee members at large. Another newly-elected executive com-



mittee member, Lorin Ricker, was not present when this photograph was taken. In the other picture, ALTA Title Insurance and Underwriters Section Chairman C. J. McConville and wife Gloria are shown at the Convention banquet.



## RESPA, State Code Topics for MLTA

Following a report on ALTA activity by Association President Robert J. Jay, a comprehensive presentation on the Real Estate Settlement Procedures Act of 1974 (RESPA) was another highlight of the Michigan Land Title Association Convention held in Bellaire, Mich.

ALTA Executive Vice President William J. McAuliffe, Jr., commented on the history of RESPA and summarized its provisions. This was followed by a panel discussion on the Act, with Jerry McCarthy and Don Marr serving as moderators and Ray Potter, Ed Blaty, Lee Wittmer, Jordan Smith and Anthony Zombolas appearing as panelists.

Blaty also reported on work by the MLTA legislative committee in the drafting of a title insurance code for presentation to the state legislature. He said the proposed code would be reviewed to determine whether any changes have been made necessary by RESPA.

Among resolutions adopted at the

Convention was a statement urging MLTA members to comply with the provisions of RESPA.

Members of the MLTA board of directors agreed to poll the membership of that association by mail to determine their opinion on whether a current 10-year plant requirement for MLTA associate membership should be relaxed.

William M. Quinn was re-elected MLTA president at the Convention. Other officers named at the meeting are Robert J. Wilson, Jr., vice president; Blaty, secretary; Eugene Grocholski, treasurer; and Carl Babcock, Mary Feindt, and Joseph Burke, directors. With the exception of Babcock, the entire slate is composed of re-elections.

## Gary Brown New Idaho President

Gary Brown, American Land Title Company, Inc., Pocatello, was elected president of the Idaho Land Title Association at its recent convention in Coeur d'Alene, according to a report from Lois Jepson, Jerome Abstract &

Title Co., Jermoe, who was re-elected secretary-treasurer.

Other officers named at the meeting are Florence I. Rossow, Gem County Title Company, Emmett, vice president—southwest district; O. K. Jones, Rigby Title & Development Company, Rigby, vice president—southeast district; James Joseph, North Idaho Title Co., Lewiston, vice president—panhandle district; and LaVaun Merrill, Land Title Co., Inc., Idaho Falls, immediate past president.

C. J. McConville, chairman of the ALTA Title Insurance and Underwrit-

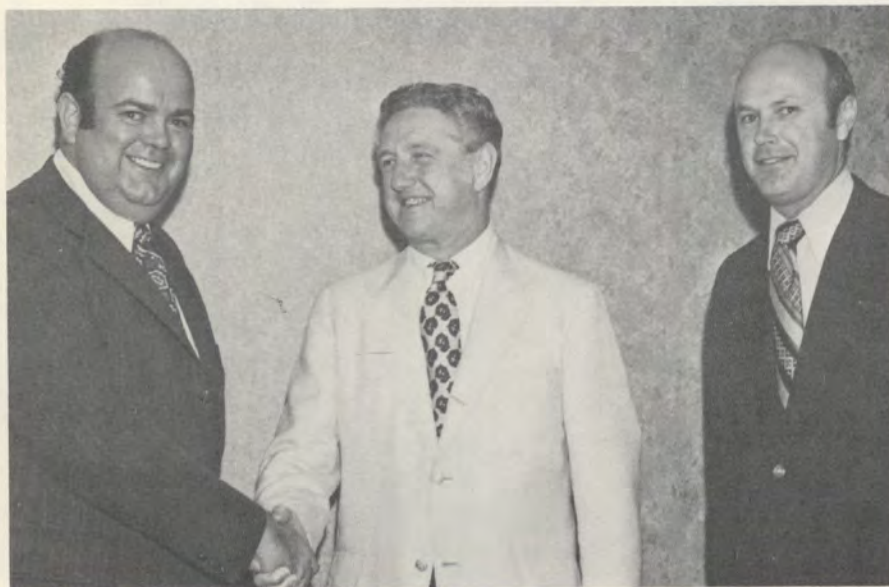
Continued on page 16

## NYSLTA Elects



Richard A. Cecchetti, president, The Title Guarantee Company, New York City, was elected president of the New York State Land Title Association at its Convention in Bolton Landing, N.Y. Other newly-elected officers include Patrick L. Fucillo, regional vice president, Security Title and Guaranty Company, New York City, vice president—southern section; Clifford W. Wells, vice president, Mid-State Abstract Corporation, Utica, vice president—central section; Joseph M. Overfield, executive vice president, Monroe Abstract & Title Corporation, Rochester, vice president—western section; Alvah Rogers, Jr., vice president, Chicago Title Insurance Company, New York City, treasurer; Albert R. Riggs, vice president, American Title Insurance Company, New York City, chairman—Title Insurance Section; and Vincent P. Sarro, II, vice president, Hudson Valley Abstract Company, New City, chairman—Abstracters and Title Insurance Agents Section.

## Donald Holden Elected NELTA President



Donald C. Holden, left, Pioneer National Title Insurance Company, Stamford, Conn., is congratulated by ALTA President Robert J. Jay, Land Title Abstract Company, Detroit, upon his election as president of the New England Land Title Association during the recent NELTA Convention at North Falmouth, Mass. NELTA Immediate Past President Burton A. Steen, Chicago Title Insurance Company, Boston, is at right.



ers Section and president, Title Insurance Company of Minnesota, presented a report on national developments of interest to the land title industry.

Other featured speakers include Hal Mayes, regional counsel, Lawyers Title Insurance Corporation, Denver, "Interval Ownership"; Marjorie W. Rumley, associate division counsel, Pioneer National Title Insurance Company, Seattle, "Perils and Pitfalls in Escrows"; Robert L. Stratton, director of escrow operations, SAFECO Title Insurance Company, Panorama City, Calif., "Quality Control and Claims"; and Donald P. Kennedy, president, First American Title Insurance Company, Santa Ana, Calif., "Regulation—Is It Too Late?"

## New Owner's Policy For Minnesota Title

The Title Insurance Company of Minnesota has recently initiated a new owners title insurance policy called "Title Guard." Use of this policy began in Minnesota, with introduction into other states scheduled to follow.

In describing the new coverage, Minnesota Title President C. J. McConville noted that "Title Guard" protects the home owner from the forced removal of his main dwelling should it encroach on a neighbor's property or violate zoning or building restrictions.

"Additionally, the home owner is protected against loss if the bills for the construction or improvement of the owner's home have not been paid by the former owner and against financial loss due to unknown leases or contracts giving someone else the right to occupy the main dwelling," McConville said.

"Title Guard" contains easy-to-read language to assist the homeowner in understanding his coverage, it is reported, and will not require an increase in the company's regular premium.

# meeting timetable



**September 5, 1975**  
Nevada Land Title Association  
Howard Johnson Hotel  
Reno, Nevada

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

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

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

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

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

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

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

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

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

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

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

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

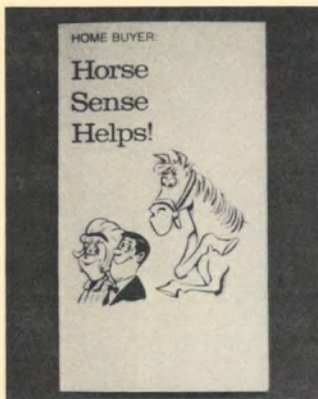
**December 3, 1975**  
Louisiana Land Title Association  
Royal Orleans  
New Orleans, Louisiana



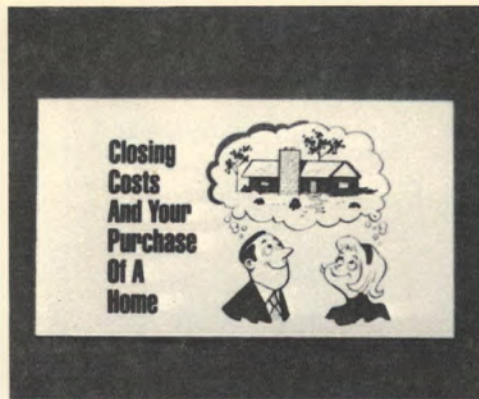
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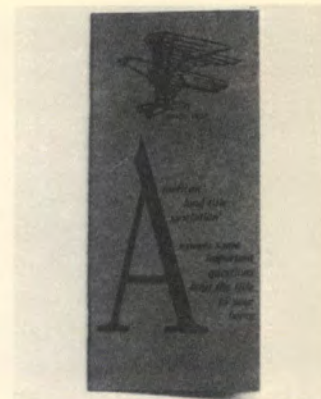
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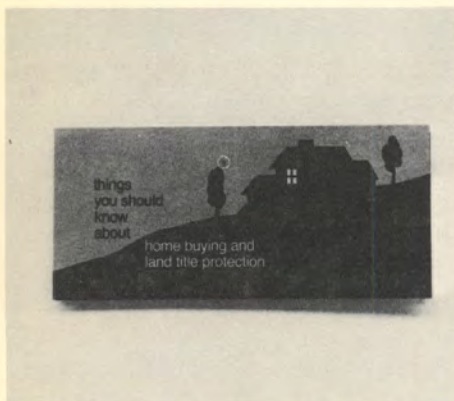
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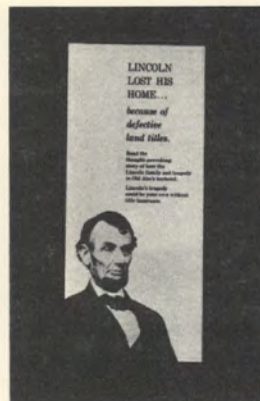
**CLOSING COSTS AND YOUR PURCHASE OF A HOME.** A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, \$2.25 per dozen; 12 or more dozen, \$2.00 per dozen.



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# American Land Title Association

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