OFFICIAL PUBLICATION OF THE AMERICAN LAND TITLE ASSOCIATION | OCTOBER 1976

TITLE NEWS

THE CENTENNIAL OF LAND TITLE INSURANCE 1876-1976

TITLE INDUSTRY REFUTES A TELEVISION EDITORIAL

A Message from the Chairman, Abstracters and Title Insurance Agents Section

OCTOBER, 1976

The month of October heralds our Annual Convention. Congratulations to President-Elect Phil McCulloch. Texas always seems to be in the vanguard of the land title industry. We look forward to the coming year with one of her sons at the reins.

Dick Howlett's administration has been outstanding. His leadership produced (among other accomplishments) a new definition of the objects and purposes of ALTA; a major revision of the ByLaws for the consideration of ALTA members and the formation of the Government Relations Committee. I know you all join me in thanking both Dick and Betty for their contribution of time, effort and devotion to the Association and its members.

The Convention program will be most informative. Each Section has scheduled a program and workshop of particular interest to its members. We hope you all will be there to participate.

In traveling to Seattle for the Convention, Helen and I know we will enjoy seeing the Pacific Northwest for the first time. This year, having attended nine state conventions, has been one of many such "firsts" for us. It has been a great experience to visit states we had not seen before and become better acquainted with members of our profession.

We found that all associations are occupied with different problems. Windell Kelley, president of the Tennessee Land Title Association, mentioned at their banquet that it seems we only discuss problems at conventions these days. I am afraid this is generally true. We do seem to have our share, and we have to face up to these challenges with a united front both on a state and national level. However, we should not forget to think of the good things we have going for us. The real silver lining in all the turmoil is to be found in ourselves. I look back at those nine conventions and see the members actively supporting their associations. I have been tremendously impressed by the dedication of those in the title business to so many different tasks.

Yes, we may have problems. But, after witnessing the accomplishments being made on both state and federal fronts, I know we can weather the storm.

See you in Seattle.

Sincerely,

Roger N. Bell

Roger N. Bell

TITLE NEWS

Features

Departments

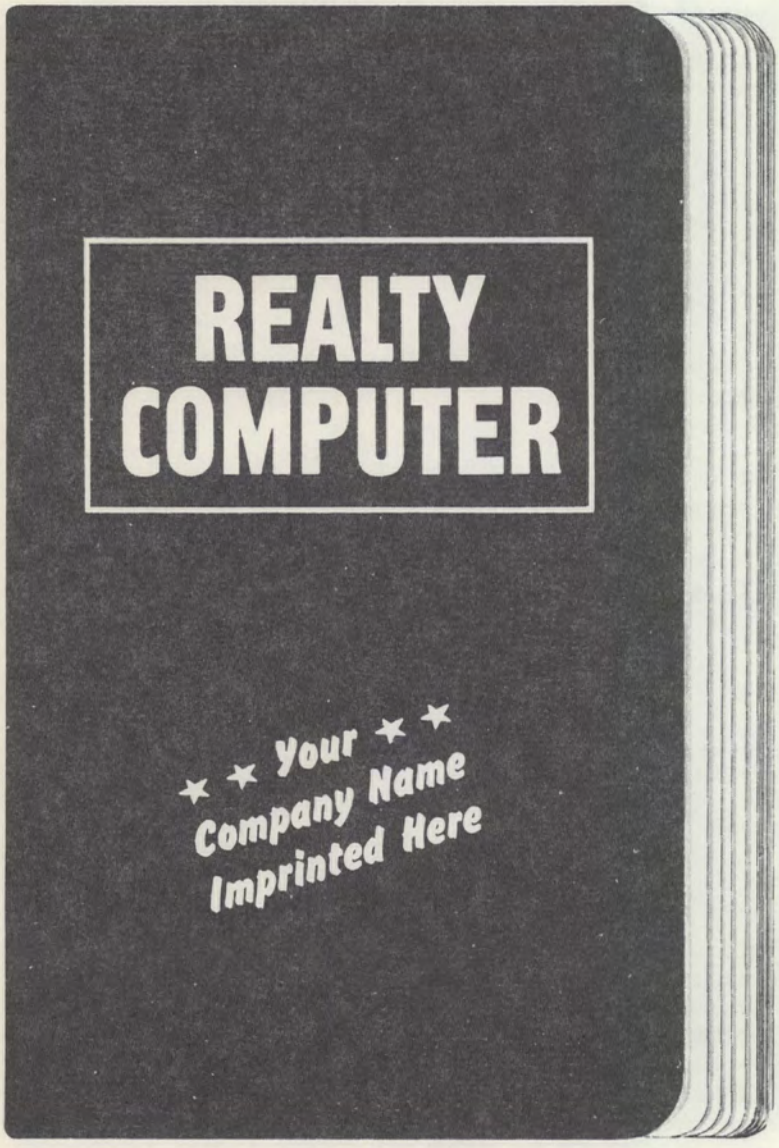
ON THE COVER: John P. Cooney prepares to videotape a District of Columbia and Metropolitan Area Land Title Association response in refutation of an editorial by WRC Television suggesting that a land registration system proposed for the District would eliminate title searches and title insurance—and save money. The land title industry reply to this inaccurate contention was aired in prime time by the local station and brought the public a helpful and timely perspective on the issue. For the story, please turn to page 7.

VOLUME 55, NUMBER 10, 1976

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

R. MAXINE STOUGH, Managing Editor

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



Your NEW Hard-Working

GIFT FOR REALTORS!

Created by Realtors for Realtors

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

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

Write today for your complimentary copy

(to Lending Institutions only)

PROFESSIONAL PUBLISHING CORPORATION

122 Paul Drive Boulevard • San Rafael, California 94903

Philip B. Branson, Chairman
ALTA Public Relations Committee

Making The Newspapers

(Editor's note: The author is a senior vice president of Title Insurance and Trust Company, Los Angeles.)

* * *

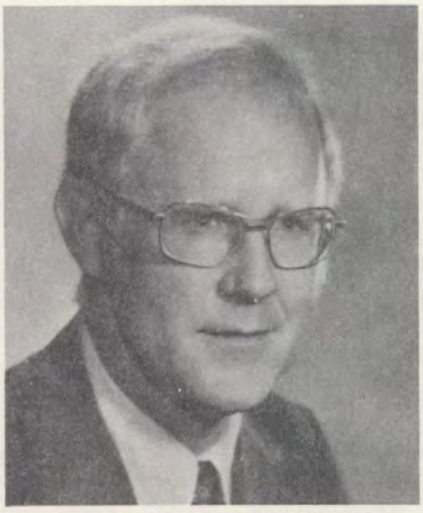
Keeping your company name before your public is an important aspect of any marketing plan. Advertising is one means of accomplishing this objective. But public relations is another method which can be especially effective. Publicity releases are fairly simple to put together. All you need is basic knowledge of the principles of newspaper editor-company relations and a good format.

The following seven points are essential to a successful public relations program:

– Make a point of knowing the editor of your local paper. If there is an editor of a special section involving your area of expertise (business, finance or real estate, for instance), that's the one you should particularly cultivate. Get to know him well. Find out how he likes to receive news stories. He may want it fully written, ready-to-go or he may just want a fact sheet from which he can write the story himself. He may take your article and insert his own by-line, that is, claim himself as author; or he may be generous enough to use your name and company. It may just run as a straight story. Don't demand a by-line.

– Events, classes and "happenings" in your office are of interest to local newspapers. Whenever you hold a class, open a branch office or have an interesting promotion, always think in terms of publicity possibilities. The exposure of your personnel in the local press is a satisfying and rewarding experience for them.

– Newspapers are interested in people. Try to arrange for photographs to be taken showing two or three people engaged in some kind of activity such as receiving a certificate, shaking hands or pointing at something. The photograph should be very sharp with good black and white contrast. Avoid polaroids. Avoid static, posed head shots.



AUTHOR BRANSON

– Assign a specific individual in your office to be responsible for writing and placing the articles. Remember to compliment that person on successful story placement in order to establish importance and value to this added function.

– Keep your stories short. One double-spaced typewritten page is usually sufficient unless it's an important enough story to warrant more.

– Remember the five W's: Who, What, Why, When and Where. Make sure you include all this information in at least the first two paragraphs. It's even better if you can get it all in the first. The reasoning behind this method of writing is that the editor must evaluate available space and, if necessary, shorten articles he wants to run. He accomplishes this by eliminating sentences from the bottom of the story up. When he has finished cutting, he may only have the first two paragraphs left to print.

– Assure the editor that the story you are giving him is exclusive. This means that you are not circulating it to other papers in your area. When you are circulating it to other papers, as with exceptional news stories, be sure to tell him. No editor will go along with you for long if he sees an "exclusive" story he is about to print pop up

in his competitor's paper. He takes a great deal of pride in printing stories that distinguish his paper from any other. Respect that pride.

There *are* some no-no's:

– NEVER ask the editor why he hasn't run your story, or when he will run it. *He* must determine the newsworthiness of an article as well as available space. Harassing an editor usually leads to his crossing the street when he sees you coming. So, let it pass if he doesn't use it. He'll appreciate your understanding and may make a better effort the next time.

– Don't thank him for running the story–that's his job. But a note complimenting him on the way he handled the article would be a nice gesture.

– Don't ask to see the editor's written story before it goes to press. Doing so casts aspersions on his editorial ability. You may offer to review the final article for technical accuracy, but don't push if he says no.

– Don't ask the editor for clippings or tear sheets. Your staff can provide these. The editor is a very busy individual.

With these basic rules, you are now ready to begin your publicity program.

The following are examples of press releases announcing an appointment or promotion; an office opening, and a local "happening." The format is standard, double-spaced for easy editing and supplies the editor with additional information on whom to contact if he needs clarification or other assistance.

You may want to use these press releases as they are, after changing the names and locations to fit your needs.

Once your offices are accustomed to using press releases and to thinking in terms of possible publicity value when the occasion indicates, ongoing programs require a small amount of preparation considering the advantage of increased name awareness.

Examples of Press Releases

FROM:
Pioneer National Title Insurance Co.
6040 Forsyth Blvd.
St. Louis, Missouri 63105

CONTACT:
William R. Barnes, Jr.

FOR IMMEDIATE RELEASE

PIONEER NATIONAL TITLE INSURANCE NAMES BARNES COUNTY MANAGER

ST. LOUIS, January 12 – The appointment of William R. Barnes, Jr. as vice president, county manager, of the St. Louis office of Pioneer National Title Insurance Co. was announced today by James O. Hickman, senior vice president and central region manager.

In the new position, Barnes will be responsible for the administration and development of title insurance business in St. Louis County.

Barnes joined PNTI in 1973 as a vice president and corporate account representative in Detroit. In 1975, he was appointed manager of New Mexico operations for PNTI.

Pioneer National Title Insurance Company is a subsidiary of The TI Corporation (of California), a diversified financial services company.

FROM:
Pioneer National Title Insurance Co.
10526 Cermak Road
Westchester, Illinois 60153
(312) 562-7720

CONTACT:
George E. Edwards

FOR IMMEDIATE RELEASE

A THIRD PIONEER NATIONAL TITLE INSURANCE OFFICE OPENING

WESTCHESTER, ILL. – Pioneer National Title Insurance has opened a new full-service office in Westchester, according to George Edwards, manager.

The new office is located at 10526 Cermak Road and will serve property buyers and sellers, real estate companies, mortgage companies and banks in the area.

In announcing the new opening, Mr. Edwards said, "The opening of this office is intended to provide our customers in western Cook County with the most effective and convenient service possible."

In addition to the new office, the company has offices at 69 W. Washington Street, in the Loop, and at 212 W. Northwest Avenue in Arlington Heights.

Pioneer National Title Insurance Company is a subsidiary of TI Corporation and, with its sister companies, Title Insurance and Trust and Title Guarantee-New York, constitutes the nation's largest title insurance group.

FROM:
Title Insurance and Trust Company
9350 Flair Drive
El Monte, California 91731
(213) 579-2800

CONTACT:
Gene Merlo

FOR IMMEDIATE RELEASE

TITLE INSURANCE AND TRUST BRINGS HALLOWEEN TO THE CITY OF HOPE

EL MONTE – The witches, goblins and assorted other costumed characters who make themselves known on Halloween will gather Friday, October 31, at 10:00 A.M., for the third annual Halloween Party at the El Monte office of Title Insurance and Trust Company at 9350 Flair Drive.

Vice President Gene Merlo says all the employees of the office will dress appropriately for the day, and TI customers are invited to drop in anytime between opening and 5:00 P.M. to join in the fun and refreshments.

It really isn't all in fun, however – there's more behind the corporate festivities than just good old Halloween spirit.

All TI customers are being invited to bring in a new, unwrapped gift suitable for a child. All the gifts then will be collected and delivered by TI personnel to the children's ward of the City of Hope National Medical Center in Duarte.

Industry Refutes TV Editorial Suggesting Land Registration

When a District of Columbia television station editorial recently suggested that a proposed land registration system would eliminate title searches and title insurance—and save money—local title professionals quickly decided to challenge this inaccurate contention.

Soon after the editorial was aired by WRC Television, NBC station in the nation's capital, a letter was sent to the WRC editorial director by Morris E. Knouse of Berks Title Insurance Company, president of the District of Columbia and Metropolitan Area Land Title Association.

In the letter, President Knouse expressed disagreement with the position of the editorial, stating, "Basically, land registration does not work well in this country because it does not provide efficient, secure and economical transfer of real estate ownership."

The D.C. Association president went on to request air time for a land title industry response to the editorial.

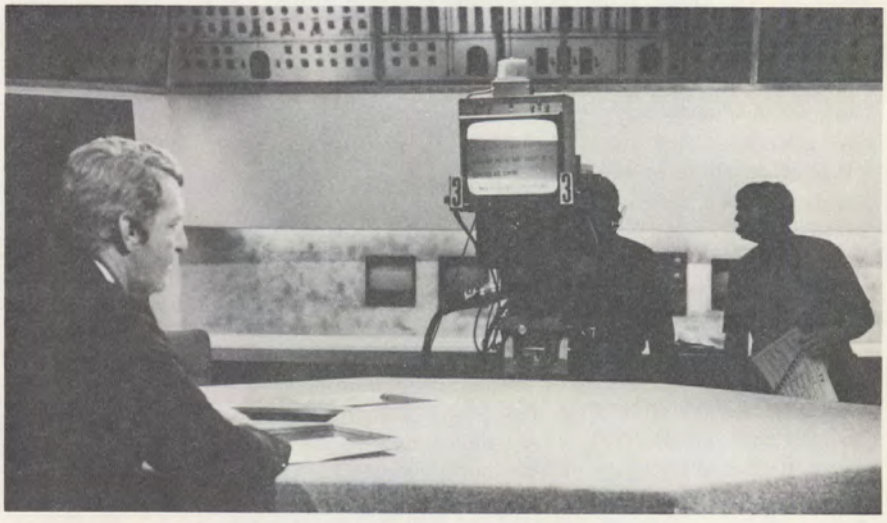
President Knouse pointed out that the concept of land registration originated in Australia in the nineteenth century—adding that land registration systems were introduced in about 20 states in this country years ago. Since that time, President Knouse said, eight states have abandoned land registration because it failed to meet the needs of the American real estate market—and registration has all but disappeared in most of the others.

In additional comments on the land registration proposal, which was initiated by individuals within the D.C. bar, President Knouse made these observations in his letter to WRC:

—"Land registration systems require additional title searches before there can be a determination of whether a parcel of real estate is ready for transfer.

—"Land registration offices must show disputed title claims as problems—which means the claims need to be cleared up in time-consuming work before property can be transferred in most instances. Title insurers, on the other hand, often are able to eliminate such claims and allow quick, effective transfer.

—"The cost of entering property in a land registration system is very high, and the process of transferring real estate within such a system is quite slow. In Britain, where the real estate market is different from ours, it normally takes several months to transfer real estate within that country's registration system. In the United States, a recent federal requirement that home buyers wait 12 days between disclosure of closing cost information and settlement day drew such strong public protest that the government reduced the requirement. Can you imagine the public reaction to a land registration system



JOHN P. COONEY, D.C. titleman, videotapes a response refuting a WRC Television editorial suggesting that a land registration system proposed for the District of Columbia would eliminate title searches and title insurance—and save money. His reply as spokesman for the District of Columbia and Metropolitan Area Land Title Association was telecast in prime time by the local station.

that would require months for completion of a real estate transfer in this country?

– "Another main disadvantage of a land registration system is that a property owner generally must–at his own expense–defend his rights against all claims against his title. Title insurance, as you may know, pays for defending against attacks on titles as insured and pays valid claims. All for a one-time charge at closing."

– "The proponents of a land registration system for the District also have failed to justify the huge expense to taxpayers in general that would be required to create and maintain the related new government bureaucracy for serving only home buyers and other real estate investors. Detailed examination of every document presented for registration would require a high degree of skill among government employees involved, would take considerable time, and certainly would eliminate any saving that might otherwise accrue to the public.

President Knouse continued his letter by pointing out that updating title searches and new title insurance are the best available protection for the home buyer against hazards of the near and distant past that could threaten the security of his real estate investment. He emphasized that the home buyer needs protection against problems that may have emerged within recent months–as well as those of many years ago. And, the D.C. Association president added that, without the risk-elimination-oriented services of land title companies–which are modestly priced when compared with settlement items such as state and local taxes in the Washington vicinity –it simply would not be possible for a home buyer to effectively protect himself and obtain a mortgage loan.

Shortly after receiving the letter from President Knouse, WRC responded with an agreement to air a 90-second D.C. Association reply to the editorial. President Knouse appointed John P. Cooney of Chicago Title Insurance Company to deliver the reply on the air and requested public relations assistance from ALTA staff. Work on the reply began immediately and Cooney videotaped his response at the station for prime time telecasting a few days later. Here is the text of the Cooney television message:

"A recent WRC-TV editorial has suggested that a land registration system in the District would eliminate title searches and title insurance. And save money.

"This will not work.

"Registration has been tried elsewhere in the United States over the years–and generally has failed. Because it does not provide adequately safe, efficient and economical land transfer.

"A time-consuming and costly court proceeding is necessary to register a parcel of real estate. This often delays land transfer–sometimes for months or even years.

"Once land is registered, government employees must evaluate the effect of deeds, deeds of trust and other documents before a transfer can be completed. This process usually is quite slow.

"Under our present system, title insurers are able to evaluate documents and clear away difficulties much more quickly.

"In a registration system, due process is abandoned. Even forged signatures can create valid transfer of title and release deeds of trust.

"Under registration, a property owner generally must defend against all claims on his title at his own expense. In our present system, title insurance pays for defending against an attack on title and pays valid claims.

"There is no question that the present system and services in the District are quicker and safer for the home buyer than land registration. Finally, registration would cost both the taxpayer–and the home buyer–considerably more than our present system."

The Cooney response was telecast by WRC immediately before the 7 p.m. network news on a week night–and immediately before the 7 a.m. news the next morning.

With members of Congress and their staff, federal agency personnel and other opinion leaders in the D.C. area audience–and with Section 13 of the Real Estate Settlement Procedures Act (RESPA) calling for establishment of demonstration land parcel recording systems by the Department of Housing and Urban Development–this prompt action by the D.C. Association brought the public a timely and helpful perspective on an important issue.

Monroe Abstract 50 Years Old

The founder of New York state's largest independent abstract and title company recently was honored at a testimonial dinner in Rochester that marked the company's fiftieth anniversary. Over 400 persons attended the event in honor of Paul D. Moonan, a past president of the New York State Land Title Association, who founded the Monroe Abstract and Title Corporation in 1926.

Congratulatory messages read at the event included letters from New York Governor Hugh L. Carey and ALTA President Richard H. Howlett. Howlett cited the "importance of an outstanding title company such as yours to the ongoing excellence of our industry." He went on to extend best wishes on behalf of ALTA officers, members and staff.

Carey termed the 50 year mark "a splendid accomplishment and cause for celebration." He said, "Companies like yours form a solid background and add a positive dimension to the business climate in New York State."

Past Board Member O.M. Young Dies

Word has been received of the death of O.M. Young of Little Rock, Ark., on July 28. He was a past member of the ALTA Board of Governors. A former vice president of Kansas City Title Insurance Company, the southeast Missouri native spent most of his life in Arkansas where he was a member of the state bar association.

He is survived by a son O.M. Young, Jr., and two grandchildren.

Part III: ALTA Judiciary Committee Report

(Editor's note: Members of the ALTA Judiciary Committee have submitted over 400 cases to 1975 Chairman John S. Osborn, Jr., of the Louisville law firm of Tarrant, Combs, & Bullitt, for consideration in the preparation of the 1976 Committee report. 1975 Committee Chairman Osborn reports that 64 cases have been selected for publication in this year's report. For Parts I and II of the report, please see the May and August editions of *Title News.)*

* * *

MORTGAGES AND LIENS
(continued)

Block v. Tobin, 45 Cal. App. 3d 214

Prospective bidders at a trustee's sale under a deed of trust sued the beneficiary, trustee, and those who conducted the sale, for damages for deceit and holding of a mock auction. The complaint alleged that the defendants published notice that the property subject to the deed of trust would be sold at public auction to satisfy the secured obligation but that the defendants had no real intention to sell the property at auction, planning to arrange matters so that the beneficiary could bid the property in without competition, and that a secretly substituted trustee secretly sold the property to the beneficiary for $26,700.00, whereas the fair market value was $36,000.00. The appellate court held that prospective bidders at a trustee's sale had standing to maintain an action against the trustee and those who conducted the sale for deceit, where plaintiffs alleged damages personal to themselves. Plaintiffs stated a cause of action for deceit, the court holding that the alleged deceit was the fraudulent announcement of the public auction. Plaintiffs, however, were not entitled to recover the difference between the fair market value and the price actually paid by the beneficiary at the trustee's sale, since there was no allegation in the complaint that plaintiffs would have been the successful bidders had the public auction acutally been held. Therefore, their allegations of compensatory damages were effective only as to the amount allegedly incurred in preparing to bid. The Plaintiffs may also be entitled to recover punitive damages in addition to actual damages.

United States v. MacKenzie, 510 F.2d 39 (1975)

This is an Action arising out of a foreclosure of security for loans made by the S.B.A. The United States District Courts for the Districts of Nevada and Arizona, William P. Copple and Bruce R. Thompson, JJ. entered judgments unsatisfactory to debtors and they appealed. The Court of Appeals, Hufstedler, Circuit Judge, held that congressional purpose in enacting SBA legislation was not impaired by federal deference to state laws protecting debtors by limiting deficiency judgments and by providing for redemption rights, nor did any other federal interest justify refusal to respect state interests in regard to such protection of debtors, and therefore debtors, upon foreclosure of mortgages were entitled to protection of the state law of Nevada in regard to a limitation of deficiency judgment based on fair market value, and the law of Arizona in regard to redemption rights.

Reversed and remanded.

Ely and Browning, Circuit Judges, concurred in an opinion.

OIL AND GAS RIGHTS

Olson v. Dillerud, 226 N.W.2d 363 (N.D. 1975)

In this case the Supreme Court did hold that a reservation of "all right and title in and to any and all oil, gas, and other minerals in or under the foregoing described lands" was sufficient to reserve the coal rights.

PARTNERSHIPS

Evans v. El Dorado Improvement Co., 46 Cal. App. 3d 84

In this case Plaintiff recovered a money judgment against two individuals, the Defendants. Defendant judgment debtors were the sole limited partners in a limited partnership and also owned all of the stock of the sole corporate general partner. The limited partnership held title to a motel and in enforcement of his judgment the Plaintiff obtained a writ of execution and instructed the sheriff to place a keeper in that motel in order to collect the judgment. The limited partnership filed a third party claim, in effect asserting that its property was not available in satisfaction of Defendants' indebtedness.

With respect to the validity of the levy upon the partnership, the Court recognized that while charging orders on partnership interests have replaced levies of execution as the remedy for reaching such interests, such provisions were intended to protect the rights of the innocent non-debtor partner. However, there is an implied exception to the statutory prohibition against execution. The prohibition against a levy upon partnership property for the debt of one (or less than all) of the partners is what is proscribed, not a resort to property owned wholly by the judgment debtor partners. Under the instant circumstances, the limited partnership entity should be disregarded, much like a corporation which is the alter ego of an individual who dominates or controls the corporation and thereby promotes an injustice, for the purpose of permitting the levy upon the property of individuals who truly incurred the debt and owe the Plaintiff.

As to the third-party claim, the limited partnership which held nominal title to the motel which was beneficially and equitably owned by the Defendants, could not be a third-party claimant to the motel's money and cash receipts levied on by the Plaintiff. In a hearing on the third-party claim, the trial court should have determined the equitable and beneficial interest as well as

the apparent legal title in and to the motel, which would have resulted in an adjudication and judgment that the Defendant debtors and their wholly owned entity were not bona fide third-party claimants, but the same persons who owed the debt.

Irrespective of any academic distinctions as to whether a limited partnership should be treated as an aggregate of individuals or as an entity, there is no reason to restrain a creditor from direct levy on the assets held by two joint debtors in a partnership owned wholly by them.

Hammond v. Chastain, et al, 230 Ga. 747, 199 S.E.2d 237 (Ga. 1973)

Where a limited partnership agreement is executed with the formality of a deed and contains a description of the partnership real property, and (1) grants to the majority of the general partners authority to make all decisions concerning the partnership business and further provides (2) that deed shall be executed by the general partners without the necessity of any other signatures, The Court construed the two provisions together as constituting a power of attorney to a majority of the general partners to act for the partnership, and a decision by a majority of the general partners to sell a tract of land evidenced by a deed executed by a majority of the general partners is sufficient to transfer title without the necessity of all general partners signing such deed.

Construing these two provisions together it is apparent that a deed executed by a majority of the general partners is sufficient to evidence a conveyance and that the signature of the dissenting general partner is not necessary. The language in the partnership agreement which was executed with the formality of a deed and which included a description of the land, when properly construed, constituted a power of attorney to a majority of the general partners to act for the partnership and a decision by a majority of the general partners to sell a tract of land evidenced by a deed executed by a majority of the general partners is sufficient to transfer title. Accordingly, since the complaint and the exhibits attached thereto showed without dispute that the relief sought was not needed to accomplish the transfer of the property to the purchaser, the entering of the temporary order was error and must be reversed. The remaining questions presented by the enumerations of error are rendered nugatory.

Judgment reversed. All the Justices concur.

Trammell v. Elliott, et al, 230 Georgia 841

This case involves the construction of a will; cy pres – The Testatrix left a will setting up a scholarship "for the benefit of deserving and qualified poor white boys and girls" to be placed with the trustees of Emory, Agnes Scott, and Ga. Tech., this last being a State institution.

Held: There was sufficient State action involved to invoke the strictures of the Fourteenth Amendment so that racial restrictions in the devise cannot be enforced. Where there was otherwise valid bequest and testatrix showed her earnestness that a trust fund be set up ("Children who need a college education are the ones who interest me most"), charitable intent was evident and the doctrine of cy pres was correctly applied in excluding illegal racial classification from charitable grant.

RECORDING

Lawing v. Jaynes, 285 N.C. 418, 206 S.E.2d 162 (N.C. 1974)

Defendant, Jaynes, gave Plaintiff, Lawing, a three year option to purchase real property. The option was recorded in 1964. Lawing exercised the option within the option period, but Jaynes refused to convey the property to Lawing. In 1966 Lawing filed a *lis pendens* against the property and instituted suit against Jaynes for specific performance.

The *lis pendens* was not properly indexed and cross-indexed, as required by GS 1-118, until 1973; however, the pending action was indexed and cross-indexed on the civil issue docket.

In 1971, before the *lis pendens* was properly indexed and cross-indexed, Jaynes conveyed the property to Defendant, McLean.

The issue involved what notice, actual or constructive, the Defendant, McLean, had of the pending action instituted by Lawing.

The Supreme Court held that an option is not an interest in real property and is not covered by the priority in recording statute – GS 47-18. Therefore, McLean cannot have record notice, or constructive notice of a contract not required to be recorded, under GS 47-18.

The Supreme Court further held that McLean did not have record notice, or constructive notice, of the *lis pendens* notice, as it was not properly indexed and cross-indexed, until 1973, two years after Jaynes conveyed to McLean.

However, on the issue of actual notice, the Supreme Court held that a purchaser who acquired during the course of litigation takes subject to any judgment subsequently obtained, unless he has no actual notice of the pending litigation. On this point, the Supreme Court cited *Morris v. Basnight,* 179 N.C. 258, and *Whitehurst v. Abbot,* 225 N.C. 1, as authority for this proposition; and further held that the burden of proof was on McLean to show that he had no actual notice of the pending litigation – *Whitehurst v. Abbot,* 225 N.C. 1; *Hughes v. Field,* 168 N.C. 520.

The case was remanded for a new trial on the issue of whether McLean had actual notice of the pending litigation.

This case is significant in that it raises distinct questions as to priority between an optionee who exercises a recorded option, and a subsequent purchaser who busy real property from the optionor after the option is recorded, but before it is exercised.

The case also is significant, because it establishes actual notice, rather than record notice, as the criterion for determining priority of a subsequent purchaser for value against a party involved in litigation pending at the time the purchaser's deed is recorded. Furthermore, the purchaser is deemed to have the burden of proving that he has no actual notice, according to the holding in this case.

RESTRICTIONS

Sanitary Facilities II, Inc. v. Blum, 322 Atl. 2d 228, 22 Md. App. 90 (Md. 1974)

Purchasers of lots in a subdivision brought a class action to remove a cloud on the title. They were granted a summary judgment which was affirmed on appeal. The purchasers' chain of title contained a Deed and Agreement which purported to subject the land to annual charges for sewer and water facilities to be subsequently installed. The Agreement provided that the charges were to begin on January 1 of the second year following conveyance by the grantee of the individual lots and further provided that no transfer of lots should be made otherwise than subject to the covenants and charges and that the same should run with and bind the land. Neither the grantor nor the grantee in the Deed and Agreement, nor any other related corporation constructed the water and sewer facilities or paid any part of the costs. The cost of said facilities was paid for by a subsequent unrelated corporate developer. When bills for the first annual assessment were mailed to the purchasers by Sanitary, the grantor in the Deed and Agreement, this action was instituted.

Held: Since neither of the corporations which were parties to the Deed and Agreement and which were under common ownership, nor any other corporation which was under such ownership, incurred any cost of constructing the facilities, the covenants and charges did not run with the land despite the express provision to that effect.

Guillette v. Daly Dry Wall, Inc., 1975 Mass. Advance Sheet 960 (Mass. 1975)

A deed conveying lot in a subdivision referred to recorded plan and contained restrictions "imposed solely for the benefit of the other lots shown on said plan" and "hereby imposed on each of said lots now owned by the seller." Plan did not mention restrictions. Later the grantee took title without knowledge of the restrictions by a deed which did not mention them, after the examination, which did not disclose the restrictions. This later deed did refer to the plan. Both of the owners whose deeds set out or referred to the restrictions sued to enjoin an apartment house in the subdivision allegedly restricted to one-family homes.

Held: Defendant is bound by the restrictions. The Court distinguished cases involving "subsequent purchaser of a lot not expressly restricted" and said "the purchaser cannot be safe if the title examiner ignores any deed given by the grantor in the chain of title during the time he owned the

premises. . . .a task which is not at all impossible."

Decree for Plaintiff affirmed.

Riordan v. Hale, 215 Va. 638, 212 S.E.2d 65 (Va. 1975)

A provision in restrictive covenants requiring approval of construction plans was construed in this case. The covenants prohibited the erection of a fence nearer to the street than the minimum building setback line "unless similarly approved." Another section of the covenants provided that "if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with."

The Court held that the latter provision applied only to construction projects that will afford other lot owners ample time to enforce the restrictions and not to a fence that could be erected in a matter of hours.

Dunphy v. Commonwealth, 1975 Mass. Advance Sheet 2361 – Mass. 1975

A case of a Bill in Equity by town residents for declaration of rights of parties in land in Rockland.

Arthur Burgess Reed gave locus to the town in 1918 by warranty deed "to be kept and used as a public park in perpetuity for the public good used as a Public Park."

The Town voted an ice skating rink and the Legislature by Statute 1972, chap. 89, authorized conveyance to the Commonwealth for the rink and the town conveyed. Tree cutting started and restrained pending decision.

The Trial Judge found and ruled the proposed use was not consistent with the purpose set forth in the deed but concluded that that language constituted a restriction which had expired under G.L. chap. 184, sections 26 and 28.

On appeal, held error:

1. Language did not constitute a restriction.
2. The Town did not hold with the right to divert land to other uses and purposes when authorized by the Legislature, but was "subject to a public charitable trust requiring that the land be used only for the purposes of a public park."

Reversed. New Judgment to be entered.

TITLE INSURANCE

Commercial Standard Insurance Company v. Fondren, 509 S.W.2d 728 (Texas 1974)

This was an action to recover upon a title insurance policy. Plaintiff purchased land and obtained title insurance in the amount of $6,000. Later, in a Trespass to Try Title Suit against the Plaintiff, he lost title to one-half of the property, being an undivided one-half. The trial court gave judgment for the Plaintiff for $3,000.

The Court stated that the undisputed evidence showed that the title to an undivided one-half interest in the land failed and not an identifiable segment of the property. Citing the Supreme Court in *Shaver v. National Title and Abstract Company,* 361 S.W.2d 867, the Court held that the proportionate reduction clause of the policy is not applicable under the circumstances of the present case.

The Court overlooked the fact that the Shaver case was over-ruled on its holding that the proportionate reduction clause was not applicable to an undivided interest in the case of *Southern Title Guaranty Company, Inc. v. Prendergast,* 494 S.W.2d 154.

However, in the present case the jury had found that the damages were $3,000 and the Court affirmed the judgment of the trial court based upon the jury finding.

First State Bank and Trust Company of Houston v. Tanner, 509 S.W.2d 375 (Texas 1974)

This was a suit to recover on a dishonored check from an endorser.

Defendant requested a loan from the bank and the bank sent the title company a note for $4,800, and a bank draft payable to the title company. The title company deposited the draft in its account and reissued a check payable to the defendant but delivered the check to the bank. The defendant endorsed the check for deposit and the bank used it to pay some of his debts. The check was returned and the title company was declared bankrupt. The bank sued the defendant on his endorsement.

The Court stated that the title company was the agent of the bank to disburse the funds which it held in accordance with the bank's instructions and that the bank could not be a holder in due course against the defendant of a check issued to him by the bank's agent as a loan from the bank. The Court went on to state that equity will not permit the bank to assert that the defendant is liable to it by reason of his endorsement of the check.

The real holding of the case was that either the bank or the defendant must suffer a loss by reason of the transaction. The loss was occasioned by the default of the agent of the bank who in the transactions was following the instructions of the bank.

Pulte Home Corporation v. Industrial Valley Title Insurance Company, Civil Action No. 63, Court of Common Pleas (Cumberland County, Pa. 1974)

Plaintiff entered into an oral contract with defendant title company to provide plaintiff with a report of title to a certain tract of land. Relying on that report, plaintiff purchased the tract and defendant provided title insurance. Plaintiff later discovered that the report of title failed to disclose certain recorded restrictions concerning minimum lot width which prevented subdivision of the tract into the number of lots originally planned. Plaintiff filed a complaint which set forth three theories of recovery: (1) Negligence in searching title; (2) breach of the oral contract to provide an accurate title report; and (3) breach of the title insurance contract. Plaintiff sought damages for: (1) Anticipated profit on the three lots which could not be provided because of the width restrictions; (2) loss of use on those lots; (3) additional engineering costs; and (4) additional interest from October, 1973.

Defendant filed preliminary objections, contending that items (1), (2), and (4) were improper measures of damage and that plaintiff was limited to an action on the title insurance contract by virtue of a clause which limited liability to the policy.

Held: Defendant's preliminary objections were sustained, and the damage claims alleged to be improper were stricken from the complaint. The Court did not rule on the effect of the clause limiting liability to the policy. The measure of damages for injury caused by purchasing defective title to real estate was held to be the difference in value of the title with and without the defect, in addition to increased expenses incurred in using the land which are directly and naturally caused by the existence of the previously undiscovered defect of title. No damages were allowable for profits lost on the anticipated sale of dwellings not yet constructed.

Livingston v. Title Insurance Company of Minnesota, 504 Fed. 2d 1110 (Mo. 1974)

This is an appeal from U.S. District Court, E.D. Missouri, 1974, which affirmed the lower court decision in 373 Fed. Supp. 1185. It is a short per curiam decision and resort must be had to 373 Fed. Supp. 1185 for full statement of facts, issues, and basis of decision.

This action involves a claim by plaintiff against defendant under a title insurance policy. In October, 1968, plaintiffs purchased a tract of land consisting of two parcels for $60,000.00. The property is adjacent to a State Highway just West of its intersection with Interstate 70. Plaintiffs purchased an owner's policy for $60.000. In 1956, the State of Missouri acquired by condemnation the South 20 feet of Parcel I for widening St. Charles Rock Road and, in addition, the right of unlimited access to said Parcel I, except at one stated location. Plaintiff claimed he bought the property intending to have it re-zoned for use as a service station; that one access was insufficient for a station, and he had to buy additional property on the West side and put in an additional access. He claimed damages for the face amount of the policy. Schedule A of the policy, after the legal description, contained the following language: "-Excepting therefrom the South 20 feet thereof taken for widening of St. Charles Road by decree of condemnation of the Circuit Court of St. Louis County, Missouri." Exception 5 of Schedule B of the policy contained the following language: "The easement of the State of Missouri by Condemnation Suit No. 215119 of the Circuit Court of St. Charles County, Missouri."

Issue: Was the limitation on access a defect in title at the time of the purchase and covered by the policy?

Held: The right of unlimited access of an abutting property owner to a highway is an easement. The State had full power to condemn easements, and after the order condemning and the taking, the easement which limited access was of record for almost 12

years before the policy issued. The exclusion from coverage by reason of the easement of the State of Missouri by Condemnation Suit No. 215119 contained in Schedule B called plaintiff's attention to the Suit and put him on notice of the fact that the defendant excluded from coverage any loss by reason of the State'e easement; that any loss or damage plaintiffs have alleged was due to the limited access. The Court found in favor of defendant Title Company.

Jarchow v. Transamerica Title Ins. Co., 48 Cal. App. 3d 917 (Cal. 1975)

In this case Defendant, as a title company and as a title insurer, was held liable for damages in the sum of $200,000.00 to compensate Plaintiff, purchasers, and insureds, for the emotional distress they suffered in addition to the damage to their financial and property interests in the amount of $7,270.00 ($170.00 for loss of use of a portion of the property and $7,100.00 in attorney's fees) as a consequence of defendant's failure to reflect a purported easement of record in the preliminary title report and its failure to bring an action, on behalf of its insureds, to quiet title against the easement.

The Hills owned the subject property together with other property. The Hills conveyed title to the subject property to the LaBordes and reserved a 20x395 foot easement for ingress and egress ("Hill Easement") across the northern boundary of the subject property for the benefit of some of their other property. This deed was recorded in 1958. In 1960, when they no longer owned the subject property, the Hills purported to convey, by recorded deed, to the Perezes a 20 foot easement ("Perez Easement") for ingress and egress purposes over the northern boundary of the subject property. The Perez Easement of a 20 foot wide strip was variously described as being from 132 feet to 263 feet long. The Hill Easement and the Perez Easement each overlapped the other so far as they affected the subject property. Plaintiffs, real estate broker Melvia A. Jarchow and building contractor William A. Canavier, and their wives, entered into an escrow with the LaBordes at defendant's office to purchase the subject property. Defendant issued its preliminary title report which reflected the Hill Easement but failed to show the Perez Easement. Upon plaintiffs' request, defendant eliminated reference to the Hill Easement in its standard coverage policy issued to plaintiffs after the escrow closed, and they took title to the subject property. The policy also did not mention the Perez Easement.

The Perezes owned the land immediately to the north of the subject property and within a few days after they took possession the plaintiffs were informed that Perez claimed an easement for ingress and egress across their property for access to his duplex residence. Plaintiffs received approval from the city for the development of the subject property but such approval was conditioned on their keeping the access to the Perez property open. Plaintiffs decided not to proceed with the development of the subject property because of the cloud on the title.

Upon being advised of Perez' claims, plaintiffs contacted defendant and requested it to ring an action to establish plaintiffs' title against the threat presented by the Perez easement. Defendant refused to initiate any action upon the Plaintiffs' behalf, taking the position that it had no obligation to plaintiff under the title policy.

Plaintiffs then filed their complaint wherein they sought quiet title and injunctive relief against the Perezes and damages and attorney fees against defendant. Defendant cross-complained to reform the policy, claiming that a mistake had been committed by the escrow-title officer in preparing the typing insturctions in that the Hill Easement should have been excepted from coverage. The trial court concluded however, that defendant was not entitled to reformation inasmuch as it had knowledge of the Hill Easement and agreed to insure against it. While the trial on the complaint and cross-complaint was pending, plaintiffs filed a supplemental complaint seeking general and punitive damages against defendant. During the course of this trial defendant obtained a quitclaim deed from Hills' successor-in-interest to the insureds that eliminated the Hill Easement. Plaintiffs successfully quieted their title against the Perez Easement and the trial court held that plaintiffs had sustained damages of $172.00 as a result of the temporary loss of the use of the 20 foot strip and attorneys' fees in the sum of $7,100.00 to quiet title against the Perez Easement. A jury trial was then commenced with respect to the issue of damages set forth in the supplemental complaint. Plaintiffs testified that they suffered emotional distress as a result of loss of sleep, anxiety, worry, tension, and nervousness due to their concern about their investments being impaired and their supposed inability to develop the property because of the litigation they brought and defendant's failure to honor its contractual commitments to clear the title. Although there was no evidence of medical expenses a court appointed psychiatrist testified that many of the plaintiffs' symptons were directly attributable to the litigation and defendant's refusal to clear the title. The jury did not award punitive damages against defendant, having found that it did not act maliciously towards plaintiffs nor did it defraud them, but the jury did find that plaintiffs' emotional distress was legally caused by defendant's negligence in failing to disclose the Perez Easement in the preliminary report and by defendant's conduct with regard to the cloud created by the Hill Easement, and awarded plaintiffs $200,000.00 in damages, $50,000.00 to each of the four plaintiffs.

The appellate court affirmed. It first held that defendant, as a title company, was liable in negligence for failure to reflect in tis preliminary report the Perez Easement. Defendant is an abstractor of title which must report all matters which could affect its clients' interests and which are readily discoverable from those public records ordi-

TICOR has signed a long-term lease and will move its trust, investment and escrow operations to the Peck-Norman Building at 700 Wilshire Boulevard, Los Angeles, on December 1. Ticor will occupy approximately 56,000 square feet in its new headquarters in the six-story building. The company's headquarters have been located at 433 S. Spring Street, Los Angeles, since 1929. Pictured from left at the lease-signing are John E. Flood, Jr., president of Ticor Title Insurers; Robert S. Norman and Clair L. Peck, owners of the Peck-Norman Building, and Robert L. Hanson, senior vice president, trust department, Title Insurance and Trust.

narily examined when a reasonably diligent title search is made. Defendant breached its duty by failing to show an encumbrance of record which could affect plaintiffs' interest in the subject property.

Plaintiffs were entitled to recover damamges for emotional distress even though they suffered no impact or injury. It was sufficient that they sustained substantial damage, even though such damage is not compensable, since such damages provide a sufficient guaranty of the genuineness of a plaintiff's emotional distress claim so as to justify recovery for emotional distress. Substantial damage was incurred by plaintiffs when their financial and property interests were interfered with – in this case the sustaining of $7,270.00 damage for the temporary loss of use of the 20 foot strip and the payment of attorney's fees. The lack of impact or injury being no barrier to recovery, defendant breached its legal duty to use due care which breach was the proximate or legal cuase of the resulting injury since but for the defendant's failure to report the Perez Easement, plaintiffs would not have suffered distress when they learned of its existence. It was entirely foreseeable that plaintiffs would suffer mental anguish and distress when they were apprised of defendant's negligence since they relied on the preliminary report before purchasing the property.

As title insurer, defendant breached its implied covenant of good faith and fair dealing in not bringing an action on behalf of its insureds to quiet title against the Perez Easement. Defendant alleged that it fulfilled its policy obligation as regarding the Hill Easement when it obtained a quitclaim deed from successors to the Hills relinquishing the Hill Easement across the subject property. The court concluded that defendant's failure to perform the covenant contained in paragraph 4 of the policy's Conditions and Stipulations to provide without undue delay for such action as may be appropriate to establish the title as insured constituted bad faith. In determining the bounds of defendant's duty to seek judicial resolution of plaintiffs' title dispute the court looked to the case law regarding an insurer's duty to defend. In determining whether the insurer's duty to defend has matured, courts, after looking at the nature and kind of risk covered by the policy, must decide whether a potential of liability for indemnity under the title insurance policy is raised at the time the defense is requested. If possible liability exists, the title insurer is duty bound to defend the insured in a quiet title action. Failure to provide a defense under such circumstances gives rise to a cause of action in tort for bad faith. Defendant breached its duty to take affirmative action to provide plaintiffs with a clear title as to both the Perez Easement and the Hill Easement.

By virtue of the 1960 deed, Perez claimed to have an easement right in plaintiffs' parcel. Since this easement was not exempted from policy coverage by the insurer, it constituted a cloud on the title for which the potential of indemnity liability existed at the time plaintiffs requested defendant to act. When plaintiffs requested that the defendant remove the cloud created by the Perez Easement they reasonably expected that the defendant would honor their request by filing a quiet title action pursuant to the obligation defendant had assumed under paragraph 4 of the policy's Conditions and Stipulations. When the defendant refused it acted in bad faith and breached the policy's implied covenant of good faith and fair dealing and subjected itself to damages for emotional distress.

With respect to the Hill Easement the defendant's duty to bring a quiet title action arose when it was notified of the existence of the defect. The Plaintiffs suffered substantial enough injury as a result of the breach to justify an emotional distress award, since the Hill Easement was inextricably tied to the Perez Easement dispute and as such constituted a substantial cloud upon the plaintiffs' property until it was removed. The Defendant's argument that it did not breach the covenant of good faith nor substantially injure the plaintiffs because during the course of the quiet title action it obtained a quitclaim deed eliminating the Hill Easement has no merit. The Defendant consistently refused to quiet title on the Plaintiffs' behalf and then sought to avoid bad faith liability for their delay by finally delivering to the insureds the benefit of their policy.

J. F. Crawford v. American Title Insurance Company, 518 F.2d 217, (United States Court of Appeals, Fifth Circuit – (1975)

A class action alleged that certain title insurance companies and agents conspired unlawfully to raise, fix, and maintain prices of premiums charged for the insurance of title insurance policies. The Court held that Alabama's statutory scheme for regulation of insurance, which prohibited "all unfair methods of competition" was sufficient to bring the industry within the McCarron Act exemption from federal anti-trust laws. A detailed dissenting opinion questioned whether Alabama's regulation was "adequate" in the absence of a specific rate-setting regulatory system.

Next:
Title Insurance
(continued)

names in the news


KELLY


TALMAN


McDONOUGH


SCHOCH


STARRETT


CAHN


WRIGHT


STOUGH


HOOVER


COFFEY

William J. Kelly of Columbus, Ohio, recently was elected assistant vice president, financial planning, Lawyers Title Insurance Corporation, and transferred to the home office in Richmond, Va. **William H. Talman,** formerly branch manager, Mansfield, Ohio, succeeds Kelly as Ohio state manager.

Other promotions announced by Lawyers Title include **Michael J. Starrett,** to Indiana state counsel; **Ernest T. Sacco, Jr.,** to Boston national division office manager; **Michael A. Hoover,** to assistant branch counsel in Atlanta, Ga., and **John R. Johnson,** recently elected manager of the Macon, Ga., branch office.

* * *

Chicago Title Insurance Company announces that **Stanley Cahn** has joined its staff as assistant general counsel in charge of Cook County (Ill.) litigation.

* * *

Now in charge of the Leavenworth office of McCaffree-Short Title Company is **Gerald L. Coffey.**

* * *

Joseph Fricia recently was employed as manager and attorney by Land Title Abstract Company, Port Huron, Mich.

Frank J. McDonough, chairman of Continental Insurance Company's board, reassumes the presidency following the resignation of **Robert T. Pleuse.** McDonough, who previously had been president for 16 years, also will continue as chairman.

LeRoy D. Schoch, a former senior vice president of the Industrial Valley Title Insurance Company, has been named executive vice president and director of Continental Title.

* * *

Vice president of First American Title Insurance Company, **Robert F. Hoyt,** has been elected to the board of directors of Insured Aircraft Title Service, Inc., Oklahoma City and San Francisco. Hoyt has served as liaison officer between First American and Insured Aircraft since 1971 when the two companies initiated aircraft title insurance.

* * *

Robert J. Fabrizio has been promoted to vice president of Commonwealth Land Title Insurance Company. He has been associated with the company since 1950.

* * *

Lucille R. Wright, senior vice president of Security Title Company, recently observed her golden anniversary in the title business. She started her career in May, 1926, in the Salt Lake City area. In addition to celebrating the occasion with her Security Title colleagues, Mrs. Wright received various plaques and medallions from title organizations outside the area in recognition of the milestone.

* * *

R. Maxine Stough has joined the ALTA staff as public relations associate and managing editor of *Title News.*

She is a former newspaper reporter who more recently worked in the bureau of communications for the American Society of Hospital Pharmacists.

Titlewoman Authors Historical Book

The publications director of First American Title Insurance Co., Santa Ana, Calif., and a retired architect have teamed to produce a book that presents a parade of historic American homes and a cross-section of people, architectural styles and periods in America.

Entitled, *America's Past in Pencil,* the newly-released book is written by Olive Marrical and illustrated by one of the nation's foremost architects, Eugene Gilbert. The collection is published by First American Title Insurance Co., and offers information and drawings on a vast array of homes. The range encompasses modest log cabins and adobes as well as elegant colonials and majestic mansions.

Information about the recently designated official residence of the U.S. Vice President, as well as at least one home of historic significance from each of the 50 states, is included.

The Bicentennial book is available from First American Title Insurance Co., 421 N. Main Street, P.O. Box 267, Santa Ana, Calif. 92702. Mail order price is $4.50 per copy, pre-paid, including state sales tax.

First American Expansion Continues

The initial phase of First American Title Insurance Company headquarters expansion was completed early last month when the company moved into a recently refurbished building in downtown Santa Ana. A spokesperson for the company stated the expansion is a reflection of the "tremendous growth of First American since it embarked on an expansion program in 1957."

Additional remodeling of the adjacent old headquarters building is under way and is expected to be completed by February, 1977. After the final phase of expansion, company headquarters will occupy the second floor of both buildings. A computer center, yet to be established, is to be housed in the basement of one of the buildings.

First American retains its present 421 North Main Street address.

LTIC Qualifies In Alaska

Lawyers Title Insurance Corporation has qualified to do business in Alaska. Lawyers Title Insurance Agency, Inc., in Anchorage has been appointed to issue LTIC policies in the state.

President of Lawyers Title Insurance Agency is Ronald G. Bridge. Escrow supervisor is Gloria Stewart.

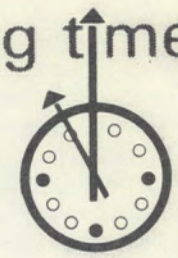
Colorado Acquisition For Lawyers Title

Lawyers Title Insurance Corporation has acquired the stock of Lawyers Title of Colorado Springs, Inc.

Ronald J. Cecil, agency manager for the Rocky Mountain regional office of LTIC in Denver, was elected president of the new subsidiary. A founder and former owner of the purchased company, David Griffith, was elected vice-president and counsel.

Lawyers Title of Colorado Springs had represented LTIC as an agent since 1958. The subsidiary which does business in El Paso County, continues to operate under the same name, at the same location and with the same employees.

meeting timetable



October 2-4, 1976
Carolinas Land Title Association
Mills Hyatt House
Charleston, South Carolina

October 16-20, 1976
ALTA Annual Convention
Olympic Hotel
Seattle, Washington

October 25-27, 1976
Mortgage Bankers Association of America
San Francisco Hilton
San Francisco, California

November 3-6, 1976
Dixie Land Title Association
Gulf State Park Resort
and Convention Center
Gulf Shores, Alabama

November 4-6, 1976
Land Title Association of Arizona
Skyline Country Club
Tucson, Arizona

November 14-18, 1976
National Association of Realtors
Houston, Texas

November 14-19, 1976
United States League of Savings Associations
New York, New York

1977

February 27-March 5, 1977
American Society of Photogrammetry—
American Congress on Surveying and Mapping
Annual Convention
(Theme: "Modern Land Data Systems — A National Objective")
Washington Hilton
Washington, D.C.

March 23-25, 1977
ALTA Mid-Winter Conference
Camino Real
Mexico City, Mexico

April 14-16, 1977
Oklahoma Land Title Association
Skirvin Plaza
Oklahoma City, Oklahoma

May 5-8, 1977
Texas Land Title Association
St. Anthony Hotel
San Antonio, Texas

May 12-14, 1977
New Mexico Land Title Association
Four Seasons
Albuquerque, New Mexico

May 22-24, 1977
New Jersey Land Title
Insurance Association
Seaview Country Club
Absecon, New Jersey

July 28-30, 1977
Colorado, Idaho, Utah and Wyoming
Land Title Associations
Jackson, Wyoming

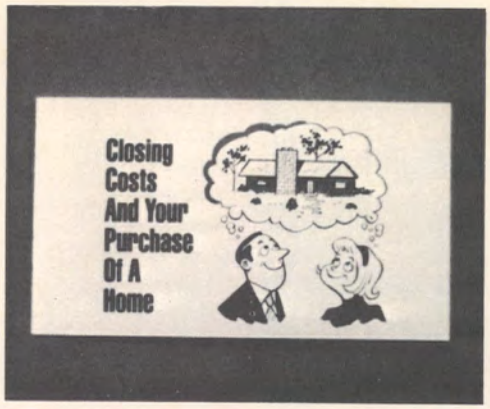
October 12-15, 1977
ALTA Annual Convention
Washington Hilton
Washington, D.C.

Tell Your Story More Effectively

. . . with these ALTA Educational Aids

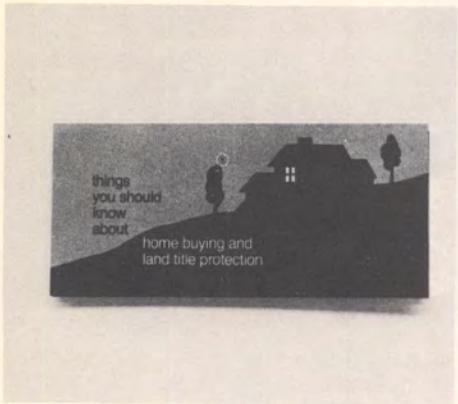
(All orders plus postage; write Business Manager, ALTA, 1828 L Street, N.W., Washington, D.C. 20036)

LAND TITLE INSURANCE—CONSUMER PROTECTION SINCE 1876. Tells the story of the creation of title insurance in Philadelphia in 1876. A timely folder at $9.00 per hundred.

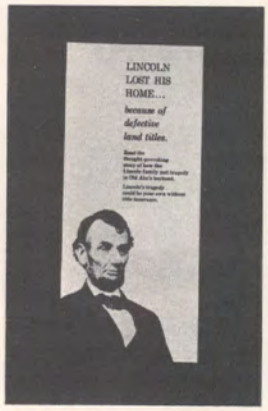


CLOSING COSTS AND YOUR PURCHASE OF A HOME. A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. $18.00 per 100 copies.

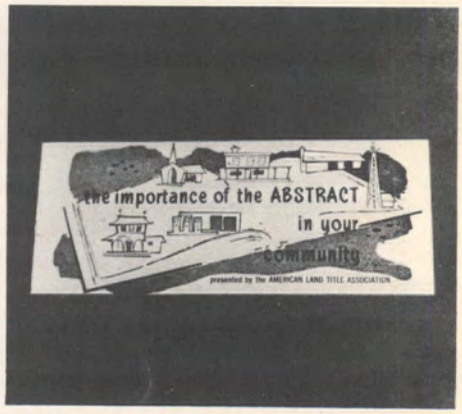
AMERICAN LAND TITLE ASSOCIATION ANSWERS SOME IMPORTANT QUESTIONS ABOUT THE TITLE TO YOUR HOME. Includes the story of the land title industry. $23.00 per 100 copies of the booklet.



THINGS YOU SHOULD KNOW ABOUT HOME BUYING AND LAND TITLE PROTECTION. Folder designed for No. 10 envelope includes a concise explanation of land title industry operational methods and why they are important to the public. Narration provides answers to misinformed criticism of the industry. $7.00 per 100 copies.



LINCOLN LOST HIS HOME . . . BECAUSE OF DEFECTIVE LAND TITLES . . . A memorable example of the need for land title protection is described in this folder. $7.00 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.

(RIGHT) BLUEPRINT FOR HOME BUYING. Illustrated booklet contains consumer guidelines on important aspects of home buying. Explains roles of various professionals including broker, attorney and titleman. $24.00 per hundred copies. (RIGHT) ALTA FULL-LENGTH FILMS: "BLUEPRINT FOR HOME BUYING." Colorful animated 16 mm. sound film, 14 minutes long, with guidance on home selection, financing, settlement. Basis for popular booklet mentioned above. $95 per print. "A PLACE UNDER THE SUN." Award winning 21 minute animated 16 mm. color sound film tells the story of the land title industry and its services. $135 per print.

American
Land Title
Association