



# Using Fund Resources to Maximize Your Closing Practice

Presented by:  
LEGAL EDUCATION DEPARTMENT  
of  
Attorneys' Title Fund Services, LLC

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(800) 336-3863

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(888) 407-7775 regarding this seminar or to  
register for any other Fund seminars

All references herein to title insurance policy forms and endorsements are intended to refer to the policy forms and endorsements issued by Fund members as duly appointed title agents of Old Republic National Title Insurance Company.

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3.	Bar Course Credit information	42

# Using Fund Resources to Maximize Your Closing Practice (Webinar)

## Florida Bar

General	1.0
Technology	1.0
Real Estate	1.0
Course Number	See last slide

## Materials

See link to PowerPoint slide print



1 hour CE Credit

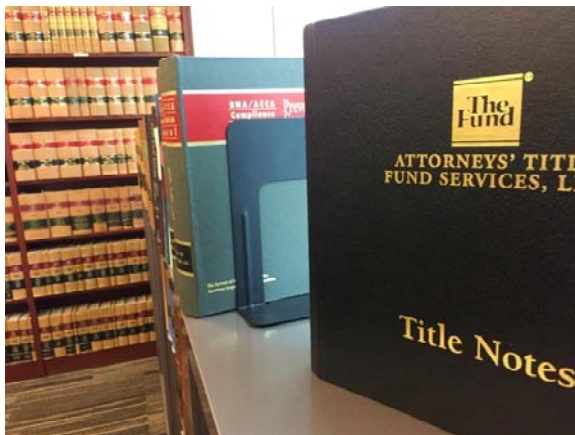
To request certificate email:

[educationregistrar@thefund.com](mailto:educationregistrar@thefund.com)





# Using Fund Resources to Maximize Your Closing Practice

John B. "Jay" St. Lawrence  
Fund Legal Education Attorney



HOME

### Power Up Your Practice

-  **FORMS**  
2009 ALTA Forms Schedule & Endorsements available for download and ordering online.
-  **BEST PRACTICES**  
Industry best practices developed by ALTA can help title professionals meet the new market demands.
-  **INFORMATION CENTER**  
Current industry information updates including best practices, rules and regulations.
-  **FUND TITLE NOTES**  
SCC/APM  
Cross-reference with Uniform Title Standards from the Real Property, Probate & Trust Section of the Florida Bar.
-  **FUND CONCEPT**  
A monthly newsletter that has proven to be essential reading for attorney Members.
-  **FUND PROCEDURES**  
HANDBOOK  
Frequently asked questions regarding the proper way to complete Fund commitment and policy forms and to issue endorsements.

**WEB**  
ATIDS

Launch App

**CPL**  
CLOSING PROTECTION LETTERS

Launch App

**EP**  
EQUITY MANAGER

Launch App

TITLE NOTES  
SCC/APM

THE FUND CONCEPT

FUND AFFILIATES

FUND PROCEDURES HANDBOOK

ORDER BRANCH PRODUCTS Non-ATIDS Customers

FUND PARADIGMS ONLINE

RATING WORKSHEETS

1099 FAQ

ON-DEMAND TRAINING LIBRARY

## Overview of Resources–Fund Website

### Resources Tab

- Title Notes
- Affidavit Practice Manual
- Standard Commitment Clauses
- Best Practices
- Fund Concept Articles
- Fund Procedures Handbook

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## Overview of Resources–Fund Website

### Education Tab

- Live Seminars
- Recorded Seminars
- Events
- Live Training Schedule

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## Fund Procedures Handbook

- Who to call
  - Fund Reps
  - Branch Managers
  - Member Account Executives
- Obtaining title information
  - Branch phone list by area
  - Branch products
  - ATIDS information



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## Fund Procedures Handbook

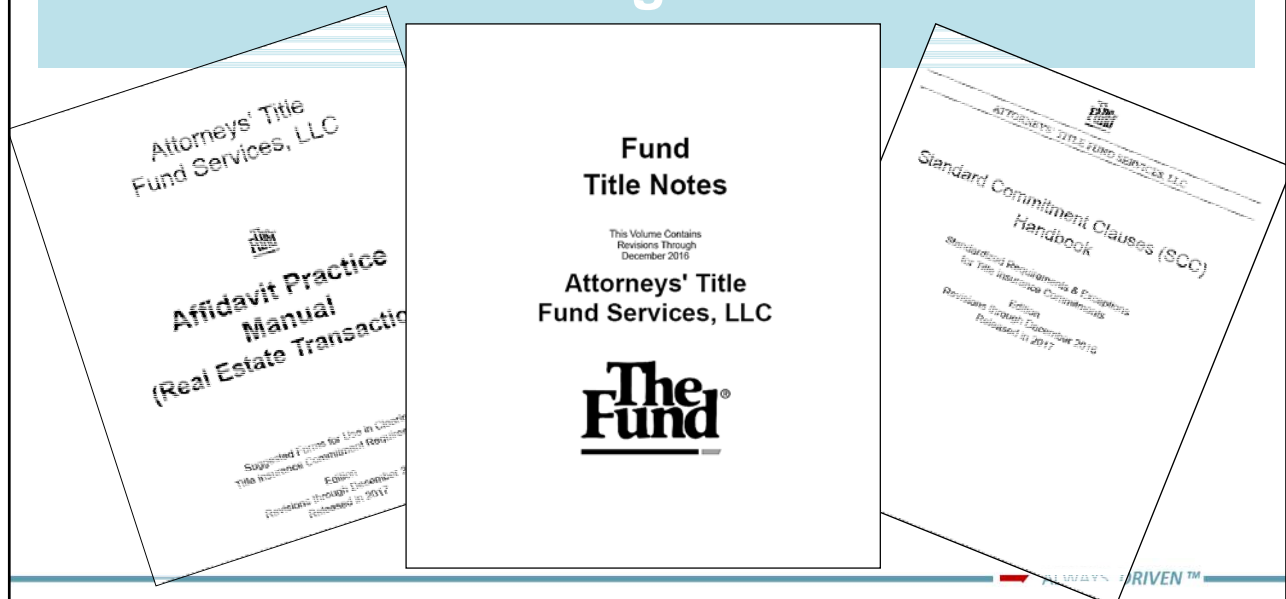
- Terminology
- Finding base title
- Preparing the forms
  - Commitment
  - Loan policy
  - Owner's policy
  - Endorsements
- Rating
- Submitting payment
- Claims procedures
- Agency agreement



6

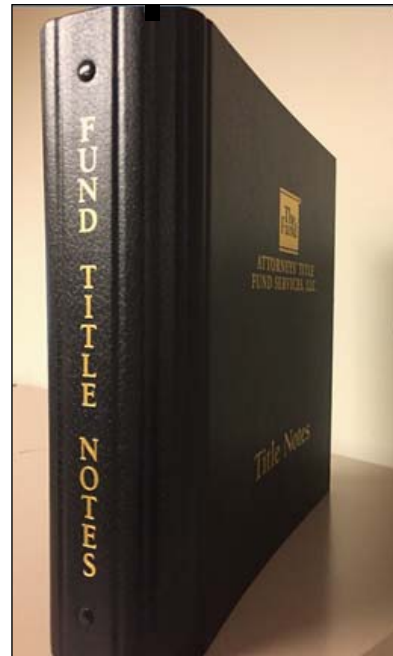
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## The “Big Three”



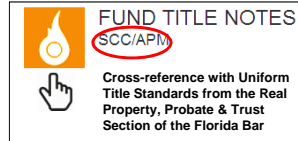
## Fund Title Notes

- Fund underwriting guidance in chapter format
- Download Interlinked PDF from Resources tab
- Download includes SCC Handbook and Affidavit Practice Manual
- Updated annually by Fund staff and attorneys
- Cross-references Florida Uniform Title Standards
- Online version free for Fund members



## Standard Commitment Clauses Handbook

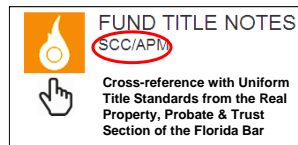
- The Fund's standardized Requirements and Exceptions clauses
- Assists in preparation of Schedule B of title insurance commitments
- Discusses and helps explain requirements found in Branch commitments
- Included with Title Notes download



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## Standard Commitment Clauses Handbook

- Divided into four chapters
- Chapters 1 and 2 contain discussions and sample clauses for Schedule B Part I of the commitment (requirements)
- Chapters 3 and 4 contain discussions and clauses for Part II (exceptions)
- Chapters reference applicable Title Notes for further explanation



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# Standard Commitment Clauses Handbook

## Note on Identifying Sample Clauses by Type

- A sample clause is identified first by a prefix that indicates the chapter in which it appears and the type of clause it is,
- Then by section, subsection, and subparts as applicable

Table 1: Sample Clauses

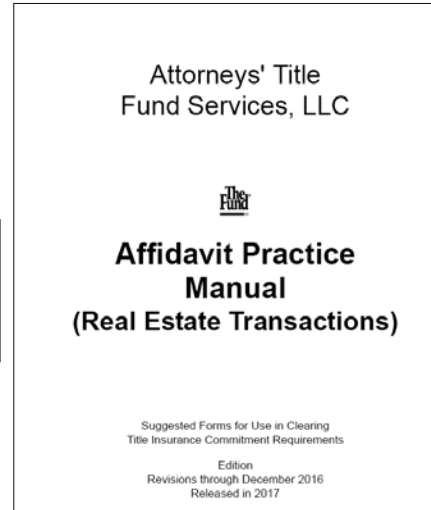
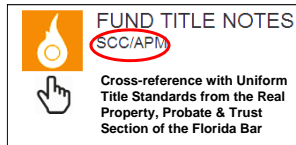
Prefix	Chapter	Section of Commitment Schedule B
I	1 – Instruments Creating Insured Interests	Part I, Item 2
GR	2 – General Requirements	Part I
E	3 – Exceptions	Part II
ML	4 – Exceptions Modifying Liability	Part II

Table 2: Examples of Clauses

Clause	Chapter	Section	Subsection	Other
GR-19.9.1	2	Corporations	Domestications	1st requirement
GR-19.9.2	2	Corporations	Domestications	2nd requirement
E-9.1.2	3	Lease with Option to Purchase	None	2nd exception

# Affidavit Practice Manual

- Available only online
- Used with Title Notes and the Standard Commitment Clauses Handbook
- Sample affidavits to help meet requirements
- May be modified for individual needs
- **Contact Underwriting when in doubt about specific situations**



# Using Fund Resources to Maximize Your Closing Practice

## End Part 1



## Using Fund Resources: The Process

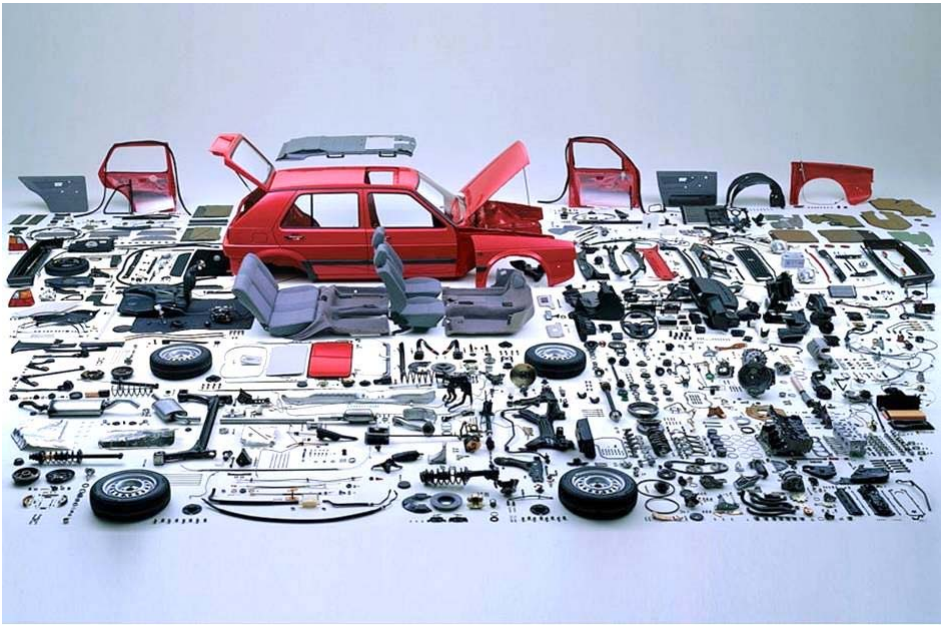


- Use **SCC Handbook** to examine requirements
- Review, modify, and utilize affidavits from **Affidavit Practice Manual** as needed
- Cross-reference **Title Notes** for in-depth information

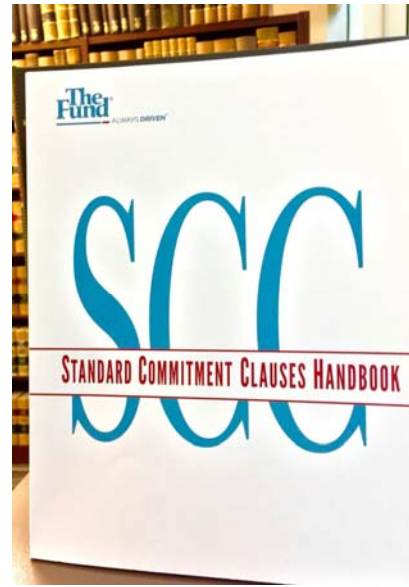




Let's break down the requirement



# SCC Handbook details requirements



## Open the TN / SCC / APM Interlinked PDF Pro tip: Go straight to APM Ch. 4

Fund Title Notes (TN) December 2015

Standard Commitment Clauses (SCC) Handbook

Affidavit Practice Manual (APM)

- How to Use the Affidavit Practice Manual
- Chapter 1 — Affidavits: The Efficient Closing Tool
- Chapter 2 – General Closing Affidavits
- Chapter 3 — Formatting a Recordable Affidavit for Use in Real Estate Transactions and Sample Form
- Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

Table of Affidavits by Fund Title Note Number

SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
	Document Execution — Proof of Venue — by Notary Public	42	133
	Document Execution — Proof of Subscribing Witness	41	132
2.01.01	GR-6.6 Estates — Diligent Search and Inquiry Regarding Creditors	45	136
2.01.01, 16.04.08	Homestead — Status	47	138
Ch. 2	Standard Commitment Clauses (SCC) Handbook	46	135
2.08.01	GR-3.6.1 Mortgage and Estate — No Demand for Payment	72	177
2.10.02	GR-211.2 Arms' Length Transaction — by Surviving Spouse	2	72
2.10.02	GR-6.9 Arms' Length Transaction — by Personal Representative	3	74
2.10.02, 20.01.01, 20.01.10	GR-211.1 Continuation Marriage — by Surviving Spouse	28	112
2.10.02, 20.01.01	Continuation Marriage — by Family Member	29	113
	Mortgage and Estate — Status of Promissory Note	73	179
	Arms' Length Transaction — by Remainderman	4	74
GR-6.7	Estate — Affidavit of No Florida Estate Tax Due	46	137
	Arms' Length Transaction — by Successor Trustee	5	76
2.10.10	Arms' Length Transaction — by Trust Beneficiary	6	78

Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
3.02.02	GR-33.2.1	Right of Way — Road Maintained	92	219
3.02.02	GR-33.1.1	Right of Way — Road Built and Maintained	93	221
4.01.07, 4.02.08, 4.02.09	GR-10.1.2, GR-10.2.2	Power of Attorney — by Attorney in Fact	86	210
4.02.07, 4.02.08, 4.02.09	GR-10.1.2, GR-10.2.2	Power of Attorney — Durable — by Attorney in Fact	87	212
4.02.06		Power of Attorney — Authority to Sign Power of Attorney for Principal	88	214
4.02.06		Power of Attorney — Principal Missing in Action — F.S. 706.211(9)	89	216
4.02.06		Power of Attorney — Principal Missing in Action — F.S. 706.211(9)	90	217
4.02.09		Power of Attorney — Springing — Physician's Opinion — F.S. 706.210(2)	91	218
5.01.01	GR-14.1.1	Bankruptcy — Abandonment	7	79
5.01.01	GR-14.1.2	Bankruptcy — Constructive Abandonment	8	81
5.03.02	GR-14.10.1	Bankruptcy — After-Acquired Property — by Attorney	9	82
5.03.02	GR-14.10.2	Bankruptcy — After-Acquired Property — by Owner	10	84
5.05.01	GR-14.2.1	Bankruptcy — Sale Free and Clear of Liens	11	86
5.05.02	GR-14.3	Bankruptcy — Sale Subject to Liens and Encumbrances	12	87
5.05.03	GR-14.4	Bankruptcy — Sale in Ordinary Course of Business	13	88
5.05.04, 5.05.05	GR-14.6, GR-14.7	Bankruptcy — Sale Under Reorganization Plan	14	90
5.02.01, 5.07.01	GR-14.5, GR-14.8	Bankruptcy — No Objection to Homestead	15	92
6.01.01		Church — Roman Catholic — Current Bishop	16	93

## Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

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APM Ch. 4 table hyperlinks directly to SCC *and* related Title Notes and affidavits



Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
31.02.05	GR-5.7	Trust — Majority of Trustees — Land Trust	97	228
31.05.01, 31.06.05	GR-5.2, 5.5, 5.8	Trust — Unrecorded Trust — Excerpts — Majority/Successor	101.1	237
	<b>GR-5.2, 5.5, 5.8</b>	Trust — Trustee Not Same As Debtor	98	230
	R-5.2, 5, 5.8	Trust — Unrecorded Trust — Full Copy — Majority/Successor	100	233
	<b>GR-5.2</b>	Trust — Unrecorded Trust — Excerpts	101	235
31.06.05		Trust — of Record — Homestead — by Successor Trustee	102	239
31.06.05		Trust — Unrecorded Trust — Homestead — by Successor Trustee	103	240
31.06.10.B	GR-5.10	Confirming Identities of Heirs When Protected Homestead Titled in Trustee of a Revocable Trust	107	245
31.06.07	GR-5.3	Trust — of Record — Linking Affidavit	99	231

## Practical Examples - Trusts

### SCC Ch. 2

**The Requirement:**

**Recording Trust Agreement or Excerpts thereof**

Introductory language in SCC Handbook explains use of the requirement

#### E. Trust Agreements — **TNs 31.01.01 to 31.06.09**

When title is held by the trustee of an unrecorded trust, and the deed under which title was taken does not contain land trust powers (see Sec. 689.071, F.S., or Sec. 689.073, F.S., effective June 28, 2013) and does not fall within Sec. 689.07, F.S., i.e., title taken as Trustee without mention of a trust agreement, either GR-5.1 or GR-5.2 may be used. If it is a qualified personal residence trust (QPRT), regardless of it being a land trust, the trust must be reviewed

## Practical Examples - Trusts

SCC Ch. 2

**The Requirement:**

**Recording Trust Agreement or Excerpts thereof**

Introductory language in SCC Handbook explains use of the requirement (cont'd)

If the trust agreement or excerpts thereof will be placed in the public records as an exhibit to an affidavit or if the trust must be reviewed because it is a qualified personal residence trust (QPRT) regardless of the deed into the trustee providing for trust powers under Sec. 689.071, F.S. or Sec. 689.073, F.S., effective June 28, 2013, then make the following requirement:

real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.

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## Practical Examples - Trusts

SCC Ch. 2



**Review trust agreement to confirm authorization for insured transaction**

*Review of the complete trust agreement of the trust \_\_\_\_\_ [state whether described in Schedule A Number 2 or whether known as \_\_\_\_\_ or whether referred to in the instrument recorded in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_] and all amendments thereto to determine that the proposed transaction is authorized under the terms of the trust.*

the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s) (2) legal description of the trust property (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.

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## Practical Examples - Trusts

SCC Ch. 2



### The Requirement:

Recording Trust Agreement or Excerpts thereof

Requirement calls for affidavit

*Said trust agreement, and amendments, shall be attached to an affidavit confirming that it is a full and complete copy of the trust and amendments, and recorded or kept in the title agent's file. Further requirements may be necessary upon review of the trust.*

is a full and complete copy of the trust and amendments, and recorded or kept in the title agent's file. Further requirements may be necessary upon review of the trust. If the full trust agreement and amendments, if any, are recorded as an exhibit to an affidavit from the trustee or attorney for the trust, the affidavit shall confirm that such trust agreement [current transaction, insert: is currently in full force and effect] [prior transaction in chain, insert: was in full force and effect during the period of ownership]. If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s) (2) legal description of the trust property (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.

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## Practical Examples - Trusts

SCC Ch. 2



### The Requirement:

Recording Trust Agreement or Excerpts thereof

Affidavit requirements further specified

*If the full trust agreement and amendments, if any, are recorded as an exhibit to an affidavit from the trustee or attorney for the trust, the affidavit shall confirm that such trust agreement [current transaction, insert: is currently in full force and effect] [prior transaction in chain, insert: was in full force and effect during the period of ownership].*

effect during the period of ownership]. If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s) (2) legal description of the trust property (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.

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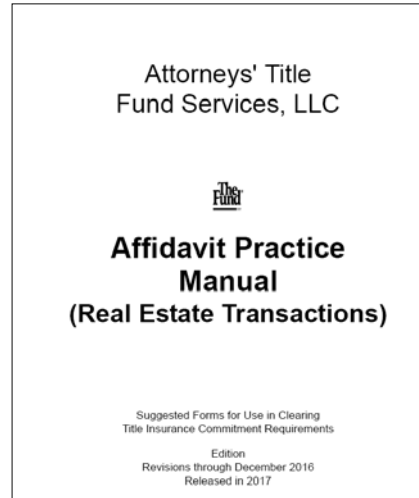
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So it looks like you need some affidavits ...

Ch. 4 of the Affidavit Practice Manual provides:

- Basic forms of averments to comply with commitment requirements as set forth in Title Notes and the SCC Handbook
- Table with list of affidavit forms with related Title Note numbers and applicable SCC references
- Note: forms should be modified to fit specific situations



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### Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

Locate affidavit(s) with page number / hyperlink

31.02.05	GR-5.7	Trust — Majority of Trustees — Land Trust	97	228
31.05.01, 31.06.05	GR-5.2, 5.5, 5.8	Trust — Unrecorded Trust — Excerpts — Majority/Successor	101.1	237
	<b>GR-5.2, 5.5, 5.8</b>	<b>Trust — Unrecorded Trust — Full Copy — Majority/Successor</b>	<b>100</b>	<b>233</b>
	<b>GR-5.2</b>	<b>Trust — Unrecorded Trust — Excerpts</b>	<b>101</b>	<b>235</b>
31.06.05		Trust — of Record — Homestead — by Successor Trustee	102	239
31.06.05		Trust — Unrecorded Trust — Homestead — by Successor Trustee	103	240
31.06.10.B	GR-5.10	Confirming Identities of Heirs When Protected Homestead Titled in Trustee of a Revocable Trust	107	245
31.06.07	GR-5.3	Trust — of Record — Linking Affidavit	99	231

Locate requirement

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**Aff-100 Trust — Unrecorded Trust — Full Copy — Majority Successor**  
 (TN 31.06.05, SCC GR-5.2, 5.5, 5.8)

**Affidavit**

[Trust — Unrecorded Trust — Full Copy — Majority Successor]

**BEFORE ME**, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_ (“Affiant”), who deposes and says under penalties of perjury that:

[initial where requested, if applicable]

1. This affidavit is made with regard to the following described property:  
 [insert legal description]
2. By deed recorded \_\_\_\_\_ in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida, (“Deed”) title to the real property described in item 1 above (“Property”) was taken in the name of [state names of grantee trust as it appears on deed]. Attached hereto as Exhibit A is a complete true and correct copy of the trust agreement, and amendments, if any, (“Trust”) described in Deed.
3. A. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the trustee(s) of the Trust.  
 B. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the successor trustee(s) of the Trust. Attached as Exhibit A-2 are the documents supporting the appointment of the successor trustee.
4. \_\_\_\_\_ [initial, if applicable] Affiants are a majority of the co-trustees of Trust and the Trust is silent as to their authority to act on behalf of the Trust. Choose A or B:  
 A. \_\_\_\_\_ [initial, if applicable] The co-trustees were unable to reach a unanimous decision; or,  
 B. \_\_\_\_\_ [initial, if applicable] All of the co-trustees could not participate because of [state whether due to absence, illness, disqualification under a particular law, or temporary incapacity] as provided by F.S. 736.0703.
5. The Trust has been in full force and effect during the period of ownership of the Property.
6. This affidavit is made to induce Old Republic National Title Insurance Company (“Title Insurer”) to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.
7. Item 3 A. or 3 B. must be initialed to be deemed averred by this affidavit.

Print Name: \_\_\_\_\_ (Affiant)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to, affirmed, and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

Notary Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 [PLACE NOTARIAL SEAL]

**Note:**

- Affidavits may require modification to fit specific facts
- Call Underwriting with specific questions

Aff-100  
 (TN 31)

BE  
 oaths,  
 and sa  
 [a

*Said trust agreement, and amendments, shall be attached to an affidavit confirming that it is a full and complete copy of the trust and amendments, and recorded or kept in the title agent’s file. Further requirements may be necessary upon review of the trust.*

correct copy of the trust agreement, and amendments, if any, (“Trust”) described in Deed.

2. By deed recorded \_\_\_\_\_ in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida, (“Deed”) title to the real property described in item 1 above (“Property”) was taken in the name of [state names of grantee trust as it appears on deed]. Attached hereto as Exhibit A is a complete true and correct copy of the trust agreement, and amendments, if any, (“Trust”) described in Deed.

Insurer”) to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

7. Item 3 A. or 3 B. must be initialed to be deemed averred by this affidavit.



Aff-1  
(TH 3)

*Said trust agreement, and amendments, shall be attached to an affidavit confirming that it is a full and complete copy of the trust and amendments, and recorded or kept in the title agent's file. Further requirements may be necessary upon review of the trust.*

(Affiant)

correct copy of the trust agreement, and amendments, if any, ("Trust") described in Deed.

3. A. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the trustee(s) of the Trust.  
 B. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the successor trustee(s) of the Trust.  
 Attached as Exhibit A-2 are the documents supporting the appointment of the successor trustee.

Notary Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_



Attached hereto as Exhibit A is a complete true and correct copy of the trust agreement, and amendments, if any, ("Trust") described in Deed.

whether due to absence, illness, disqualification under a particular law, or temporary incapacity) as provided by F.S. 736.0703.

5. The Trust has been in full force and effect during the period of ownership of the Property.

6. This affidavit is made to induce Old Republic National Title Insurance Company ("Title Insurer") to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

7. Item 3 A. or 3 B. must be initialed to be deemed averred by this affidavit.

31  Affidavit Practice Manual 177 

*If the full trust agreement and amendments, if any, are recorded as an exhibit to an affidavit from the trustee or attorney for the trust, the affidavit shall confirm that such trust agreement [current transaction, insert: is currently in full force and effect] [prior transaction in chain, insert: was in full force and effect during the period of ownership].*

(Affiant)

correct copy of the trust agreement, and amendments, if any, ("Trust") described in Deed.



3. A. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the trustee(s) of the Trust.  
 B. \_\_\_\_\_ [initial, if applicable] Affiant (s) is/are the successor trustee(s) of the Trust.  
 Attached as Exhibit A-2 are the documents supporting the appointment of the successor trustee.

4. \_\_\_\_\_ [initial, if applicable] Affiants are a majority of the co-trustees of Trust and the

Notary Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 [PLACE NOTARIAL SEAL]

5. The Trust has been in full force and effect during the period of ownership of the Property.

6. This affidavit is made to induce Old Republic National Title Insurance Company ("Title Insurer") to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

32  Affidavit Practice Manual 177 

# Practical Examples - Trusts

SCC Ch. 2



## The Requirement:

Different affidavit required where the full trust agreement not recorded

*If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s) (2) legal description of the trust property (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured.*

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## Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
31.02.05	GR 5.7	Trust — Majority of Trustees — Land Trust	97	228
31.05.01, 31.06.05	GR 5.2, 5.5, 5.8	Trust — Unrecorded Trust — Excerpts — Majority Successor	101.1	237
31.06.02		Trust — Unrecorded Trust — Excerpts	101	235
31.06.05	GR 5.5	Trust — of Record — Homestead — by Successor Trustee		239
31.06.05	GR 5.2	Trust — Unrecorded Trust		
31.06.05		Trust — of Record — by Successor Trustee		
31.06.05		Trust — Unrecorded Trust — Homestead — by Successor Trustee	103	240
31.06.10.B	GR 5.10	Confirming Identities of Heirs When Protected Homestead Titled in Trustee of a Revocable Trust	107	245
31.06.07	GR 5.3	Trust — of Record — Linking Affidavit	99	231

Back to the hyperlinked chart to locate a different affidavit if needed  
Ex) Trust is unrecorded

Select hyperlink

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Affidavit

[Trust — Unrecorded Trust — Excerpts]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_ ("Affiant"), who deposes and says under penalties of perjury that:

[Initial where requested, if applicable]

1. This affidavit is made with regard to the following described property:

[insert legal description]

2. By deed recorded \_\_\_\_\_ in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida, ("Deed") title to the real property described in item 1 above ("Property") was taken in the name of [state names of grantee trust as it appears on deed].

3. Affiants are a majority of the co-trustees of that certain trust and amendments, if any, ("Trust") as described in Deed. Attached hereto as Exhibit A are the pertinent pages of the Trust showing the appointment of the co-trustees. If any Affiant is a successor co-Trustee, attached hereto as Exhibit A-1 are the pertinent pages showing the appointment and identity of the successor co-trustee and attached as Exhibit A-2 are the documents supporting the appointment of the successor co-trustee.

4. A. \_\_\_\_\_ [Initial, if applicable] The co-trustees were unable to reach a unanimous decision, or B. \_\_\_\_\_ [Initial, if applicable] all of the co-trustees could not participate because of [state whether due to absence, illness, disqualification under a particular law, or temporary incapacity] as provided by F. S. 736.0703.

5. Affiants have full power and authority to [state whether convey or mortgage] the Property. See excerpt of trust as Exhibit B describing such authority.

6. Nothing in the Trust prohibits or restricts the Affiants from [state whether conveying or mortgaging] the Property.

7. The Trust has been in full force and effect during the period of ownership of the Property.

8. This affidavit is made to induce Old Republic National Title Insurance Company ("Title Insurer") to insure title to the real property described in item 1 above. Affiant agrees to indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

9. Item 4A. or 4B. must be initialed to be deemed averred by this affidavit.

Print Name: \_\_\_\_\_ (Affiant)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to, affirmed, and subscribed before me this \_\_\_ day of \_\_\_, 201\_\_\_, by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

Notary Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[PLACE NOTARIAL SEAL]

*If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following:*

- (1) name of the trustee(s) or successor trustee(s)*
- (2) legal description of the trust property*
- (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act*
- (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and*
- (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured.*

indemnify Title Insurer and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

9. Item 4A. or 4B. must be initialed to be deemed averred by this affidavit.

*If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following:*

- (1) name of the trustee(s) or successor trustee(s)*
- (2) legal description of the trust property*

property described in item 1 above ("Property") was taken in the name of [state names of grantee trust as it appears on deed].

Notary Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
in Expires: \_\_\_\_\_  
[ARIAL SEAL]

1. This affidavit is made with regard to the following described property:

[insert legal description]

B. \_\_\_\_\_ [Initial, if applicable] all of the co-trustees could not participate because of [state whether due to absence, illness, disqualification under a particular law, or temporary incapacity]

3. Affiants are a majority of the co-trustees of that certain trust and amendments, if any, ("Trust") as described in Deed. Attached hereto as Exhibit A are the pertinent pages of the Trust showing the appointment of the co-trustees. If any Affiant is a successor co-Trustee, attached hereto as Exhibit A-1 are the pertinent pages showing the appointment and identity of the successor co-trustee and attached as Exhibit A-2 are the documents supporting the appointment of the successor co-trustee.

9. Item 4A. or 4B. must be initialed to be deemed averred by this affidavit.

- (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act*
- (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act, and*
- (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured.*

5. Affiants have full power and authority to [state whether convey or mortgage] the Property. See excerpt of trust as Exhibit B describing such authority.

6. Nothing in the Trust prohibits or restricts the Affiants from [state whether conveying or mortgaging] the Property.

7. The Trust has been in full force and effect during the period of ownership of the Property.

## Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

You can also use hyperlinks in the APM to examine related Title Notes

Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
31.02.05	GR-5.7	Trust — Majority of Trustees — Land Trust	97	228
31.05.01, 31.06.05	GR-5.2, 5.5, 5.8	Trust — Unrecorded Trust — Excerpts — Majority/Successor	101.1	237
31.06.02		Trust — Trustee Not Same As Debtor	98	230
31.06.05	GR-5.2, 5.5, 5.8	Trust — Unrecorded Trust — Full Copy — Majority/Successor	100	233
31.06.05	GR-5.2	Trust — Unrecorded Trust — Excerpts	101	235
31.06.05		Trust — of Record — Homestead — by Successor Trustee	102	239
31.06.05		Trust — Unrecorded Trust — Homestead — by Successor Trustee	103	240
31.06.05		Trust — of Record — Homestead — by Successor Trustee	107	245
31.06.07	GR-5.3	Trust — of Record — Linking Affidavit	99	231

31.06.05



Select hyperlink

### B. Unrecorded trust

A conveyance was made to a bank, as trustee. The deed recited no trust provisions and named no beneficiaries but did refer to a specific trust by number under which the conveyance was made. The question is whether a deed from the trustee will be sufficient to convey the title.

Sec. 689.071, F.S., now Sec. 689.073, F.S., effective June 28, 2013, is not applicable because the deed conferred no powers on the trustee. Even a corrective deed to the bank

When recording the trust agreement, an affidavit should be placed on record from the trustee describing the real property that the trust holds, affirming that the trust is/was in full force and effect during the period of time the trustee held title, and affirming that the recorded trust is the full and complete original or copy of the trust document, including amendments, if any.

place the purchaser on inquiry and if the unrecorded trust agreement creates only a passive trust or leaves room for doubt, the joinder of the beneficiaries in any conveyance by the bank, as trustee, should be required. Also, before a title policy is issued the trust agreement or excerpts thereof should be recorded. When recording the trust agreement, an affidavit should be placed on record from the trustee describing the real property that the trust holds, affirming that the trust is/was in full force and effect during the period of time the trustee held title, and affirming that the recorded trust is the full and complete original or copy of the trust document, including amendments, if any.

## Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements

And you can even hyperlink back to the requirement

Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
<a href="#">31.02.05</a>	<a href="#">GR-5.7</a>	<a href="#">Trust — Majority of Trustees — Land Trust</a>	<a href="#">97</a>	<a href="#">228</a>
<a href="#">31.05.01,</a> <a href="#">31.06.05</a>	<a href="#">GR-5.2,</a> <a href="#">5.5, 5.8</a>	<a href="#">Trust — Unrecorded Trust — Excerpts — Majority Successor</a>	<a href="#">101.1</a>	<a href="#">237</a>
<a href="#">31.06.02</a>		<a href="#">Trust — Trustee Not Same As Debtor</a>	<a href="#">98</a>	<a href="#">230</a>
<a href="#">31.06.05</a>	<a href="#">GR-5.2,</a> <a href="#">5.8</a>	<a href="#">Trust — Unrecorded Trust — Full Copy — Majority Successor</a>	<a href="#">100</a>	<a href="#">233</a>
	<a href="#">5.2</a>	<a href="#">Trust — Unrecorded Trust — Excerpts</a>	<a href="#">101</a>	<a href="#">235</a>
		<a href="#">Trust — of Record — Homestead — by Successor Trustee</a>	<a href="#">102</a>	<a href="#">239</a>
		<a href="#">Trust — Unrecorded Trust — Homestead — by Successor Trustee</a>	<a href="#">103</a>	<a href="#">240</a>
<a href="#">31.06.06</a>		<a href="#">Trust — of Record — Homestead — by Successor Trustee When Protected by a Revocable Trust</a>	<a href="#">107</a>	<a href="#">245</a>
<a href="#">31.06.07</a>	<a href="#">GR-5.3</a>	<a href="#">Trust — of Record — Linking Affidavit</a>	<a href="#">99</a>	<a href="#">231</a>

[GR-5.2,](#)  
[5.5, 5.8](#)

[GR-5.2](#)



Select hyperlink

### GR-5.2 Recording Trust Agreement or Excerpts thereof

If the trust agreement or excerpts thereof will be placed in the public records as an exhibit to an affidavit or if the trust must be reviewed because it is a qualified personal residence trust (QPRT) regardless of the deed into the trustee providing for trust powers under Sec. 689.071, F.S., or Sec. 689.073, F.S., effective June 28, 2013, then make the following requirement:

*Review of the complete trust agreement of the trust \_\_\_\_\_ [state whether described in Schedule A Number 2 or whether known as \_\_\_\_\_, or whether referred to in the instrument recorded in O.R. \_\_\_\_, Page \_\_\_\_, and/or Instrument No. \_\_\_\_\_] and all amendments thereto to determine that the proposed transaction is authorized under the terms of the trust. Said trust agreement, and amendments, shall be attached to an affidavit confirming that it is a full and complete copy of the trust and amendments, and recorded or kept in the title agent's file. Further requirements may be necessary upon review of the trust. If the full trust agreement and amendments, if any, are recorded as an exhibit to an affidavit from the trustee or attorney for the trust, the affidavit shall confirm that such trust agreement [current transaction, insert: is currently in full force and effect] [prior transaction in chain, insert: was in full force and effect during the period of ownership]. If the full trust agreement and amendments, if any, are not recorded, then record affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) or successor trustee(s); (2) legal description of the trust property; (3) an affirmative statement that the trustee(s) or successor trustee(s) has the full power and authority to do the required act; (4) that nothing in the trust documents prohibits or restricts the trustee(s) or successor trustee(s) from doing the required act; and (5) that the trust has been in full force and effect during the period of ownership of the real property to be insured. As to (1) above, attach excerpts of the pertinent pages from the trust documents showing the appointment and identity of the trustee(s) or successor trustee(s) as exhibits; and if the successor trustee(s) acts, that the successor trustee(s) is appointed due to circumstances described in attached excerpts of the trust and further evidenced by the supporting documents attached as exhibits. As to (3) above, attach the pertinent pages of the trust describing such authority as exhibits.*





Now we're up and running!



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# Using Fund Resources to Maximize Your Closing Practice

## End Part 2

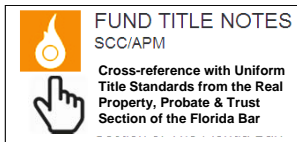
The Fund  
ALWAYS DRIVEN™

What if instead of analyzing a known requirement, we need to know what the requirements will be for a specific situation?

Example:  
Determining the requirements for a Power of Attorney to be used in a transaction



You could again start with the SCC from the Interlinked PDF to review typical requirements ...



J. Power Of Attorney — TN 4.02.01, TN 4.02.07, TN 4.02.08 and TN 4.02.09

GR-10.1.1 and GR-10.1.2 must be used together if the warranty deed or mortgage from the present owner(s) is being executed by power of attorney:

GR-10.1.1 Power of Attorney — Executed in Florida

*Original power of attorney executed by the principal before two subscribing witnesses, acknowledged, delivered and recorded. The power shall give authority to the agent to [where applicable: sell and convey OR mortgage] real property.*

GR-10.1.2 Affidavit Confirming Continued Validity

*Recordation of Affidavit by the agent or other reliable proof that the principal(s) under the power of attorney dated, \_\_\_\_\_ [where applicable: recorded No. \_\_\_\_\_], in O.R. \_\_\_\_\_ Page \_\_\_\_\_ and/or Instrument No. \_\_\_\_\_, is alive, and has not filed for bankruptcy; [for nondurable powers of attorney: that the agent is without knowledge of any incapacity of the principal], that there have been no proceedings to determine the incapacity of the principal or for the appointment of a guardian as discussed in Fund Title Note 4.02.09; that the power has not been revoked or otherwise terminated; [if the agent is married to the principal and the power of attorney does not provide otherwise: that no action for the dissolution, annulment or legal separation of the agent's marriage to the principal has ever been filed]; and that the subject property is not the homestead of the principal; nor of any member of his/her family [if the spouse, if any, does not join in the deed or mortgage].*

GR-10.2.1 Power of Attorney — Executed in another State

GR-10.2.1 and GR-10.2.2 must be used together if the warranty deed or mortgage from the present owner(s) is being executed by power of attorney in another state:

*Original power of attorney to be executed, delivered and recorded. The power shall be signed by the principal, two subscribing witnesses, acknowledged by the principal before a notary public and give authority to the agent to [where applicable: sell and convey OR mortgage] real property.*

❖ **Caveat:** In the event an out of state power of attorney is insufficiently witnessed or lacks two witnesses, title agent should obtain a reliable opinion from an attorney licensed to practice law in the state of execution confirming that the power of attorney was properly executed in accordance with the laws of the state of execution. However, all out of state powers of attorney to mortgage or convey homestead real property must be signed by two witnesses and be acknowledged.

... but note this reminder in the SCC Handbook:



Important: Review applicable Title Notes before using sample clauses

J. Power Of Attorney — TN 4.02.01, TN 4.02.07, TN 4.02.08 and TN 4.02.09

GR-10.1.1 and GR-10.1.2 must be used together if the warranty deed or mortgage from the present owner(s) is being executed by power of attorney.

GR-10.1.1 Power of Attorney — Executed in Florida

Original power of attorney executed by the principal before two subscribing witnesses, acknowledged, delivered and recorded. The power shall give authority to the agent to [where applicable: sell and convey OR mortgage] real property.

GR-10.1.2 Affidavit Confirming Continued Validity

Recordation of Affidavit by the agent or other reliable proof that the principal(s) under the power of attorney dated, \_\_\_\_\_ [where applicable: recorded \_\_\_\_\_, in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_], is alive, and has not filed for bankruptcy; [for nondurable powers of attorney: that the agent is without knowledge of any incapacity of the principal]; that there have been no proceedings to determine the incapacity of the principal or for the appointment of a guardian as discussed in Fund Title Note 4.02.09; that the power has not been revoked or otherwise terminated; [if the agent is married to the principal and the power of attorney does not provide otherwise:

present owner(s) is being executed by power of attorney in another state:

Original power of attorney to be executed, delivered and recorded. The power shall be signed by the principal, two subscribing witnesses, acknowledged by the principal before a notary public and give authority to the agent to [where applicable: sell and convey OR mortgage] real property.

⚠️ **Caution:** In the event an out of state power of attorney is insufficiently witnessed or lacks two witnesses, title agent should obtain a reliable opinion from an attorney licensed to practice law in the state of execution confirming that the power of attorney was properly executed in accordance with the laws of the state of execution. However, all out of state powers of attorney to mortgage or convey homestead real property must be signed by two witnesses and be acknowledged.

J. Power Of Attorney- TN 4.02.01, TN 4.02.07, TN 4.02.08 and TN 4.02.09.

If the warranty deed or mortgage instrument from \_\_\_\_\_ sent \_\_\_\_\_ (s) is being executed by power of attorney, then the following \_\_\_\_\_

Executed in Florida

GR-10.1.1 Original power of attorney executed by the principal before two subscribing witnesses, acknowledged, delivered and recorded. The

Title Notes are just a hyperlink away

... but note this reminder in the SCC Handbook:





Important: Review applicable Title Notes before using sample clauses

principal(s) under the power of attorney dated, \_\_\_\_\_ [where applicable: recorded \_\_\_\_\_, in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_], is alive, and has not filed for bankruptcy; [for nondurable powers of attorney: that the agent is



separation of the agent's marriage to the principal has ever been final), and that the subject property is not the homestead of the principal; nor of any member of his/her family [if the spouse, if any, does not join in the deed or mortgage].

Executed in another State

GR-10.2.1 Original power of attorney to be executed, delivered and recorded. The power shall be signed by the principal, two subscribing witnesses, acknowledged by the principal before a notary public and give authority to the agent to [where applicable: sell and convey OR mortgage] real property.

<p><b>SC 4.02 Power of Attorney</b></p> <p><b>TN 4.02.01 Formalities of Execution (Rev. 12/13)</b></p> <p>A. For Transactions Occurring Prior to October 1, 2011</p> <p>For transactions occurring prior to October 1, 2011, powers of attorney for conveying real property or agreements to sell real property had to be witnessed by two witnesses because they had to be executed with the formalities of a deed conforming to the requirements of Sec. 689.01, F.S. However, an exception applies to military powers of attorney which must be executed in accordance with 10 U.S.C. Sec. 1044b (as amended). See former Sec. 709.015(2), F.S. and as for durable powers of attorney, see former Sec. 709.08(1), F.S.</p> <p>As for mortgages, general law prior to October 1, 2011, provided that a nondurable power of attorney had to be executed with the same formality as the law requires for the instrument to be executed under it. Therefore, unless a power of attorney executed in Florida prior to October 1, 2011, is a durable power of attorney, such power of attorney is not required to be witnessed. See former Sec. 709.08(1), F.S.</p> <p>B. For Transactions Occurring On or After October 1, 2011</p> <p>1. Powers of Attorney Executed in Florida to Convey or Mortgage Real Property</p> <p>The "Florida Power of Attorney Act" (the "Act"), consisting of Secs. 709.2101-2402, F.S., became effective October 1, 2011. Pursuant to Sec. 709.2103, F.S., all powers of attorney created by an individual, whether durable or nondurable, in addition, powers of attorney created by individuals involving certain proxies, government prescribed powers of attorney for governmental purposes and powers of attorney coupled with an interest, are not subject to the Act. Sec. 709.2103, F.S.</p> <p>Under the Act, all powers of attorney executed on or after October 1, 2011, must be signed by the principal, two subscribing witnesses and acknowledged by the principal before a notary public or as otherwise provided in Sec. 695.03, F.S. Sec. 709.2105(2), F.S. This includes both durable and nondurable powers of attorney and powers of attorney to convey or mortgage real property. Sec. 709.2106(1), F.S. A power of attorney executed in Florida before October 1, 2011, is valid if its execution complied with the laws of Florida at the time of execution. See Sec. 709.2106(2), F.S.</p> <p>2. Powers of Attorney Executed Outside of Florida to Sell, Convey or Mortgage Real Property</p> <p>4 - 4 Agency</p> 	<p>A power of attorney to convey or mortgage real property executed in another state which does not comply with the execution requirements set forth for powers of attorney executed in Florida, will be valid in Florida if, when it was executed, the power of attorney and its execution complied with the laws of the state where it was executed. Sec. 709.2106(3), F.S. For conveyances and mortgages of homestead property see the homestead section below.</p> <p>Third persons asked to rely on a power of attorney executed in another state, may request an opinion of counsel as to the execution and validity of the power of attorney. Sec. 709.2106(3), F.S. Effective May 30, 2013, a third person may reject a power of attorney executed in another state if such opinion of counsel is not provided. Sec. 709.2106(3), F.S. If there is doubt as to the execution of the power of attorney, Fund Members should obtain a reliable opinion from an attorney licensed to practice law in the state of execution.</p> <p>3. Homestead</p> <p>Sec. 689.111, F.S., requires that powers of attorney to convey or mortgage homestead property be executed in the same manner as a deed. Therefore, for issuing a title policy, a power of attorney is durable or nondurable, whether the power of attorney is in Florida or outside of Florida, and regardless of the date of execution, a power of attorney to convey or mortgage homestead property must include two witnesses and be pursuant to Sec. 695.03, F.S., for recording purposes. See <a href="#">TN 16.02.06</a>.</p> <p>Military Powers of Attorney</p> <p>Sec. 709.015(2), F.S., provided that the power of attorney shall be executed in accordance with the formalities as required for the execution of the instrument to be executed under, despite former Sec. 709.015(2), F.S., and the general rule requiring two witnesses for a power of attorney to convey real property, a military power of attorney executed in the presence of witnesses may be acceptable to convey title if it complies with 10 U.S.C. Sec. 1044b (as amended). Furthermore, pursuant to Sec. 709.2106(4), F.S., effective October 1, 2011, Florida law now specifically provides that a military power of attorney executed in accordance with 10 U.S.C. Sec. 1044b (as amended), is valid. See also <a href="#">TN 4.02.06</a>.</p> <p>Agency 4 - 5</p> 
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Title Notes have detailed underwriting guidance for complex topics

<p><b>TN 4.02.02 Execution of Instruments Under Power of Attorney (Rev. 12/05)</b></p> <p>Where property is conveyed by an attorney-in-fact, the well-established rule is that the deed must name the principal as the grantor in the instrument, and it must be clear from examining the entire instrument that it is an act of the principal and not of the agent. In a conveyance by an agent, the principal should be listed as the grantor in the identifying clause at the top of the deed. The preferred method of execution of the deed in the signature block is for the attorney to sign the principal's name by himself as agent, e.g., "Peter Principal, by Allen Agent, his attorney-in-fact." In the execution of an instrument by an attorney-in-fact the name of the principal may be written, printed, or typed. See Title Standard 1.2.</p> <p>Sometimes other methods are used which may give rise to title problems. One method is for the attorney merely to sign his own name as attorney-in-fact, e.g., "Allen Agent, attorney-in-fact." In such case the words "attorney-in-fact" could be held as dispositive language and it might be the deed of the agent rather than the principal.</p> <p>Another method is for the agent to sign as attorney-in-fact for Peter Principal, e.g., "Allen Agent as attorney-in-fact for Peter Principal, principal is the only person named as the grantor of the deed effective to convey the principal's property. However, no interpretation to determine whether it is the principal's rejection of the title by some examiners as not being a signature of the principal.</p> <p>For an acceptable title, and for issuing policies on title execution by "P by A, his attorney-in-fact." See FLORENCE TRANSACTIONS (Fla. Bar CLE 6th ed. 2011), Sec. 7.16, Sec. 166.</p> <p><b>TN 4.02.03 General Power of Attorney (Rev. 12/05)</b></p> <p>An instrument executed by an attorney-in-fact on behalf of a principal is not a deed. As a result, a power of attorney is not a deed and is not subject to the same recording requirements as a deed. A power of attorney is not a deed and is not subject to the same recording requirements as a deed. A power of attorney is not a deed and is not subject to the same recording requirements as a deed.</p> <p>4 - 6 Agency</p> 	<p>In <i>Bloom v. Watter</i>, 348 So.2d 651 (Fla. 3d DCA 1977), the court held that for a power of attorney to authorize a conveyance of real property, the authority of the agent to do so must be plainly stated. The power of attorney need not particularly and separately describe each specific tract of land which the attorney-in-fact is authorized to convey. 2A C.J.S., Agency, Sec. 230. A power of attorney authorizing the attorney-in-fact to "sell and convey any and all real property owned by me," without specifically describing such property is generally accepted. See <i>Johnson v. Fraccarotta</i>, 348 So.2d 570 (Fla. 4th DCA 1977); Title Standard 1.3; 2A C.J.S., Agency, Sec. 230; 2 PATTON &amp; PALOMAR ON LAND TITLES (3d ed. 2003), Sec. 419.</p> <p>Whether "clear authority" is given or the power is "plainly stated" is sometimes subject to question. However, generally accepted interpretations of authorizing language in powers of attorney are as follows:</p> <ol style="list-style-type: none"> <li>1. Power "to lease" is not authority to sell the fee. 3 AM. JUR. 2d, Agency, Sec. 122.</li> <li>2. Power "to sell" is not authority to give an option to purchase. 2 FLA. JUR. 2d, Agency and Employment, Sec. 76; 3 AM. JUR. 2d, Agency, Sec. 121.</li> <li>3. Power "to sell" is not authority to grant easements or licenses on or over real property. 2A C.J.S., Agency, Sec. 228.</li> <li>4. Power "to sell and convey" is not authority to give a mortgage or make an assignment. 3 AM. JUR. 2d, Agency, Secs. 121 and 124; 2 PATTON &amp; PALOMAR ON LAND TITLES (3d ed. 2003), Sec. 419.</li> <li>5. Power "to sell and convey" is not authority to make a gift of property. <i>Johnson v. Fraccarotta</i>, 348 So.2d 570 (Fla. 4th DCA 1977); and <i>De Bono v. Curran</i>, 59 So.2d 393 (Fla. 4th DCA 1959); and <i>Dingle v. Prishibina</i>, 59 So.2d 326 (Fla. 4th DCA 2011). See also Sec. 709.2202, F.S.</li> </ol> <p>Authority "to gift" and for limitations on the power "to gift", see Sec. 7202, F.S.</p> <p>Agency 4 - 7</p> 
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The "Florida Power of Attorney Act" (the "Act"), consisting of Secs. 709.2101-2402, F.S., became effective October 1, 2011. Pursuant to Sec. 709.2103, F.S., the Act applies to all powers of attorney created by an individual, whether durable or nondurable. In addition, powers of attorney created by individuals involving certain proxies, government prescribed powers of attorney for governmental purposes and powers of attorney coupled with an interest, are not subject to the Act. Sec. 709.2103, F.S.

handwriting of what appears to be one of the witnesses. The wife signed on the next line by writing her name in full. Two years later the husband and wife executed a deed to the optionees but this time the husband did not make an X mark, but his name appears written out in full. His wife's name was also written out in full. The question was raised as to why the husband had signed by an X mark on the lease option and two years later had signed his name in full on the deed. The abstract was composed of photographic copies of the actual instruments, and a close look at the signatures on the deed revealed a similarity in the signatures of the husband and the wife. There was no mark on the deed which would indicate that the husband had touched the document at all with a pen. A red flag was immediately raised concerning the validity of this deed because the husband's signature appeared to have been made by his wife.

Both 23 AM. JUR. 2d, Deeds, Sec. 96, and 26A C.J.S., Deeds, Sec. 64, state the general rule that the grantor does not have to actually sign the deed even by a mark but may authorize someone else to sign his name for him. Usually this must be done in his presence, although some cases in other states have held that even this is not necessary. The old Florida case of *Hogan v. Carruth*, 19 Fla. 84

In such situations, it is advisable to have an affidavit specifically stating that the nonsigning grantor to him or had read it himself and appeared to and authorized the person who did sign for him to sign in his presence.

Because of the possibility of forgery, The Fund with deeds and powers of attorney which have not been recorded. See also [TN 10.06.02](#) dealing with X mark as signature on or after May 30, 2013, by persons who are physically or mentally incompetent. See [Sec. 117.05\(14\), F.S.](#), should be followed. [TN 10.06.03](#).

#### TN 4.02.06 Principal Missing in Action — Proof Required (Rev. 12/11)

Consistent with former Sec. 709.015(1), F.S., Sec. 709.2119(6), F.S., effective October 1, 2011, provides that the acts of an agent under a power of attorney are as valid and binding on the principal's estate as if the principal were alive and competent if, in connection with any activity pertaining to hostilities in which the United States is then engaged, the principal is officially listed or reported by a branch of the United States Armed Forces in a missing status as defined in 37 U.S.C. Sec. 551 or 5 U.S.C. Sec. 5561, regardless of whether the principal is dead, alive or incompetent.

Consistent with former Sec. 709.015 (4), F.S., Sec. 709.2119(6), F.S., effective October 1, 2011, provides that homestead property held as tenancy by the entirety may not

be conveyed by a power of attorney regulated under this provision until one year after the first official report or listing of the principal as missing or missing in action. The section further provides that an affidavit of an officer of the Armed Forces having maintenance and control of the records pertaining to those missing or missing in action, stating that the principal has been in fact in that status for a given period, is conclusive presumption of that fact.

See [TN 16.02.06](#) for discussion of power of attorney for homestead.

#### TN 4.02.07 Recorded Power of Attorney Required to Protect Creditors and Purchasers (Rev. 12/11)

An abstract revealed the mortgage to be insured was executed by an attorney-in-fact. However, the record did not disclose evidence of his authority. There was of record a notice of commencement and several claims of lien which had been recorded subsequent to the recording of the mortgage.

[Sec. 695.01\(1\), F.S.](#), states that a conveyance, transfer, mortgage or lease of real property by an unrecorded power of attorney shall not be valid against creditors or purchasers for a valuable consideration and without notice. This provision is inapplicable unless the power of attorney is recorded before the accruing of such persons' claims.

A general rule of agency law is that in order for a conveyance (executed by one attorney-in-fact under a power of attorney) to be effective, there must exist a previously recorded power of attorney authorizing it. So that the record will show the instrument's execution is valid, the power must be recorded to show the authority of the attorney-in-fact. To be recorded, the power of attorney must conform with the requirements of [Sec. 695.01](#), which requires an acknowledgment for recording purposes. Also, [Sec. 695.01](#), requires that the power of attorney be recorded to protect all creditors and subsequent purchasers. But in the absence of intervening equities, failure to record a power of attorney until after an instrument is executed by an attorney-in-fact under a power of attorney does not invalidate the conveyance or mortgage. See *FLORIDA REAL PROPERTY SALES TRANSACTIONS* (Fla. Bar CLE 6<sup>th</sup> ed. 2011), Sec. 7.65; and Title Standard 16.4.

In addition to recording of the original power of attorney, for insuring purposes, Fund Members must record an affidavit from the agent affirming the following: the principal is not deceased; for a nondurable power of attorney, that the agent is without knowledge of any incapacity of the principal, and for both nondurable and durable powers of attorney, that the principal has not filed for bankruptcy and that there have been no proceedings to determine incapacity or for the appointment of a guardian. See [Sec. 709.2119\(2\), F.S.](#), and [TN 4.02.09](#). The affidavit should also confirm that the power of

Title Notes are reviewed and updated by Fund attorneys on a regular basis



attorney has not been revoked or otherwise terminated. See [Sec. 709.2109, F.S.](#), for events that terminate or suspend a power of attorney.

#### TN 4.02.08 Revoked by Death of Principal — Proof Required (Rev. 12/11)

In 1973, title was vested in A, an unmarried woman. During that year she gave a power of attorney, which recited her to be unmarried, to B, attorney-in-fact. By warranty deed dated and recorded July 7, 1974, A (again recited to be unmarried) by B, her attorney-in-fact, conveyed the property and the present title is deraigned through the grantee named in that conveyance.

The Fund's opinion was requested as to the sufficiency of that transfer of title by the attorney-in-fact, particularly whether 1) proof that the principal was still living, and whether 2) the power of attorney was unrevoked at the time of the conveyance should be required. The Fund Member was advised that the proof mentioned would be required since the power of attorney would have been revoked automatically if the principal had died. *Dallam v. Sanchez*, 47 So. 871 (Fla. 1908).

This requirement may be modified in some cases where the facts come within the scope of former [Sec. 709.08\(4\), F.S.](#) provisions for the benefit of a party who, dealing with the principal "dealt bona fide, not knowing at the time that the principal was dead." The problem in relying on the provisions of [Sec. 709.08\(4\), F.S.](#) is that of determining that a prior party in the title dealt with the principal in good faith. An affidavit of the agent, concerning lack of notice of the principal's death, is not sufficient.

For purposes of issuing a title policy in all cases where a power of attorney is used, after October 1, 2011, an affidavit of the agent affirming that the power of attorney was recorded and the conveyance would be required. See [Sec. 709.2119\(6\), F.S.](#), effective October 1, 2011.

The Marketable Record Title Act may be applied to a warranty deed given subsequent to the deed from the attorney-in-fact which has been of record for more than 30 years.

[Sec. 95.231, F.S.](#), may be applied to a deed given subsequent to the deed from the attorney-in-fact which has been of record for more than 20 years where the proof mentioned is not available and nothing in the record suggests the death of the principal prior to the deed by the attorney-in-fact. See [TN 4.02.09](#).

#### TN 4.02.09 Revoked by Incapacity; Durable and Nondurable and "Springing" Powers of Attorney (Rev. 12/15)

##### Incapacity — Durable and Nondurable Powers of Attorney

[TN 4.02.08](#) addressed reliance on an affidavit as to lack of knowledge of the death of the principal. Should such an affidavit also include lack of knowledge of the incapacity of the principal?

This question has now been answered under [Sec. 709.2119\(3\), F.S.](#), which allows for good faith reliance on an affidavit by the agent that the power of attorney has not been terminated or suspended. See also [Secs. 709.2119\(1\) and 2109\(4\), F.S.](#), and former [Sec. 709.08\(4\), F.S.](#) Events resulting in the termination of a power of attorney have also been expanded by statute to include the subsequent incapacity of the principal under a nondurable power of attorney and adjudication of incapacity of the principal under both durable and nondurable powers of attorney, unless the court determines that certain powers of attorney should be exercised by the agent. See [Sec. 709.2109\(1\) and \(3\)\(a\), F.S.](#), effective October 1, 2011. A court order authorizing the continued use of a power of attorney recorded in the public records of the county where the property is located prior to the recording of the power of attorney, consistent with former [Sec. 709.08\(3\), F.S.](#), a power of attorney is not suspended by the subsequent incapacity of the principal unless a motion for suspension of the power of attorney is filed in accordance with [Sec. 744.3203, F.S.](#) See [Sec. 744.3203, F.S.](#) Suspension of the power under [Sec. 709.2109\(3\) or 744.3203, F.S.](#), is not effective until the petition is dismissed or withdrawn, or a court order provides otherwise. See [Sec. 709.2109\(3\), F.S.](#), effective October 1, 2011, and [744.3203, F.S.](#), effective July 1, 2015. Where a court proceeding has been filed, either to determine the incapacity of a principal, or for the appointment of a guardian, Fund Members must use diligence in reviewing such court file to ascertain whether a motion for suspension of a relative agent's authority has been filed. Fund Underwriting Counsel must be consulted if there is any indication of a potential adversarial situation, or if there is any perceived risk that a motion to suspend the relative agent's authority may be filed during the gap.

In a current transaction, when relying on a power of attorney, an affidavit by the attorney-in-fact is required. Whether the power is durable or non-durable, the affidavit must include the following statement: there have been no proceedings for appointment of a guardian or to determine incapacity. In addition, if the agent is a relative agent, the affidavit must include the following statement: no motion to suspend such relative agent's

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**TN 5.06.07 Determination of Secured Status ("Lien Stripping")**  
Updated 12/2016

Under 11 U.S.C. Sec. 506, the bankruptcy court is authorized to bifurcate claims of lien into secured and unsecured claims based on the extent to which the debt exceeds the value of collateral security. The unsecured portion of the lien is re-characterized as unsecured and paid in the same manner as other unsecured claims. A lien reduced to the value of collateral is referred to as being "stripped down." A lien deemed void because there is insufficient value in the...

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Updated 12/2016

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Title Note Number	SCC Number	Subtitle of Affidavit	Aff. No.	Page No.
<a href="#">31.02.05</a>	<a href="#">GR-5.7</a>	<a href="#">Trust — Majority of Trustees — Land Trust</a>	97	228
<a href="#">31.05.01, 31.06.05</a>	<a href="#">GR-5.2, 5.5, 5.8</a>	<a href="#">Trust — Unrecorded Trust — Excerpts — Majority/Successor</a>	101.1	237
<a href="#">31.06.02</a>		<a href="#">Trust — Trustee Not Same As Debtor</a>	98	230
<a href="#">31.06.05</a>	<a href="#">GR-5.2, 5.5, 5.8</a>	<a href="#">Trust — Unrecorded Trust — Full Copy — Majority/Successor</a>	100	233
<a href="#">31.06.05</a>	<a href="#">GR-5.2</a>	<a href="#">Trust — Unrecorded Trust — Excerpts</a>	101	235
<a href="#">31.06.05</a>		<a href="#">Trust — of Record — Homestead — by Successor Trustee</a>	102	239
<a href="#">31.06.05</a>		<a href="#">Trust — Unrecorded Trust — Homestead — by Successor Trustee</a>	103	240
<a href="#">31.06.10.B</a>	<a href="#">GR-5.10</a>	<a href="#">Confirming Identities of Heirs When Protected Homestead Titled in Trustee of a Revocable Trust</a>	107	245
<a href="#">31.06.07</a>	<a href="#">GR-5.3</a>	<a href="#">Trust — of Record — Linking Affidavit</a>	99	231

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## Affidavit Practice Manual

**Suggested Forms for Use in Clearing Title Insurance Commitment Requirements**

These are only guidelines and suggested forms. The title agent may modify the forms and/ or provisions to fit the individual problems raised under the title insurance commitment.

- Chapter 1 — Affidavits: The Efficient Closing Tool
- Chapter 2 — General Closing Affidavits
- Chapter 3 — Formatting a Recordable Affidavit for Use in Real Estate Transactions and Sample Form
- Chapter 4 — Affidavits for Compliance with Fund Title Note Requirements**
  - Introduction
  - Aff-101 Trust — Unrecorded Trust — Excerpts**
    - Aff-101.1 Trust — Unrecorded Trust — Excerpts — Majority/Successor
    - Aff-102 Trust — of Record — Homestead — by Successor Trustee
    - Aff-103 Trust — Unrecorded Trust — Homestead — by Successor Trustee

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## Aff-101.1 Trust - Unrecorded Trust - Excerpts - Majority/Successor

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**Affidavit**  
[Trust — Unrecorded Trust — Excerpts — Majority/Successor]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_ ("Affiants"), who depose(s) and say(s) under penalties of perjury that:

[initial where requested, if applicable]

- This affidavit is made with regard to the following described property:  
[insert legal description]
- By deed recorded \_\_\_\_\_ in O.R. \_\_\_\_\_, Page \_\_\_\_\_, and/or Instrument No. \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida, ("Decd") title to the real property described in item 1 above ("Property") was taken in the name of [state names of grantor trust as it appears on deed].
- Affiants are a majority of the co-trustees of that certain trust and amendments, if any, ("Trust") as described in Decd. Attached hereto as Exhibit A are the pertinent pages of the Trust showing the appointment of the co-trustees. If any Affiant is a successor co-trustee, attached hereto as Exhibit A-1 are the pertinent pages showing the appointment and identity of the successor co-trustee and attached as Exhibit A-2 are the documents supporting the appointment of the successor co-trustee.
- A. \_\_\_\_\_ [initial, if applicable] The co-trustees were unable to reach a unanimous decision, or  
B. \_\_\_\_\_ [initial, if applicable] All of the co-trustees could not participate because of [state whether due to absence, illness, disqualification under a particular law, or temporary incapacity] as provided by F. S. 736.0703.
- Affiants have full power and authority to [state whether convey or mortgage] the Property. See excerpt of trust as Exhibit B describing such authority.
- Nothing in the Trust prohibits or restricts the Affiant from [state whether conveying

**Cross-References**

- Fund Concept Articles (12/2014)
- Uniform Title Standards (10/2015)
- Affidavits by Title Note Number (12/2016)

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**Assistance from The Fund**

Faced with a unique situation and are uncertain about the insurability of title, how to phrase a particular provision, requirement or exception or whether a particular type of affidavit is acceptable to The Fund.

In asking an underwriting question, present all relevant facts, including the kind of property, improved or unimproved, present and prospective use, value, amount of the proposed policy and so on.

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## Aff-101.1


Trust - Unrecorded Trust - Excerpts - Majority/Successor



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BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_ ("Affiant(s)"), who deposes(s) and says(s) under penalties of perjury that:

[initial where requested, if applicable]

**Related Documents**

- [TN 31.05.01 Number of Trustees Required to Act](#)
- [TN 31.06.05 Evaluating Trusts as Active or Passive](#)
- [GR-5.2 Recording Trust Agreement or Excerpts thereof](#)
- [GR-5.5 Successor Trustee - Proof of Successorship](#)
- [GR-5.8 Majority of Trustees of Trust under Ch. 736, F.S.](#)

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## Aff-101.1


Trust - Unrecorded Trust - Excerpts - Majority/Successor



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**Affidavit**  
(Trust — Unrecorded Trust — Excerpts — Majority/Successor)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_ who deposes(s) and says(s) under penalties of perjury that:

[initial where requested, if applicable]

1. This affidavit is made with regard to the following: \_\_\_\_\_  
[insert legal description]
2. By deed recorded \_\_\_\_\_ in O.R. \_\_\_\_\_, Public Records of \_\_\_\_\_, property described in item 1 above ("Property") was taken in the name of [state names of grantor trust as it appears on deed].
3. Affiants are a majority of the co-trustees of that certain trust and amendments, if any, ("Trust") as described in Decol. Attached hereto is Exhibit A, the instrument creating the Trust showing the appointment of the co-trustees and the appointment of the successor co-trustees. Attached hereto as Exhibit A-1 are the pertinent portions of the Trust supporting the appointment of the successor co-trustees.
4. A. \_\_\_\_\_ [initial, if applicable] The co-trustees were \_\_\_\_\_ or  
B. \_\_\_\_\_ [initial, if applicable] All of the co-trustees could not participate because of [state whether due to absence, illness, disqualification under a particular law, or temporary incapacity] as provided by F. S. 736.0703.
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6. Nothing in the Trust prohibits or restricts the Affiant from [state whether conveying

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- Uniform Title Standards (10/2015)
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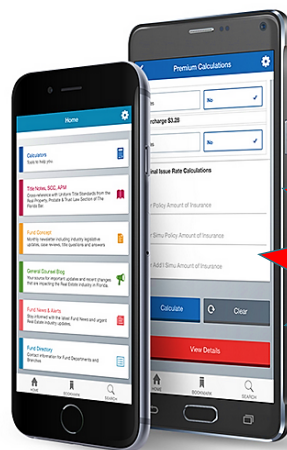
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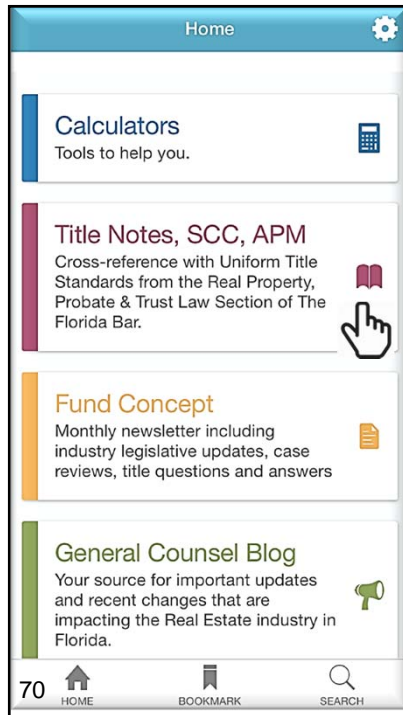


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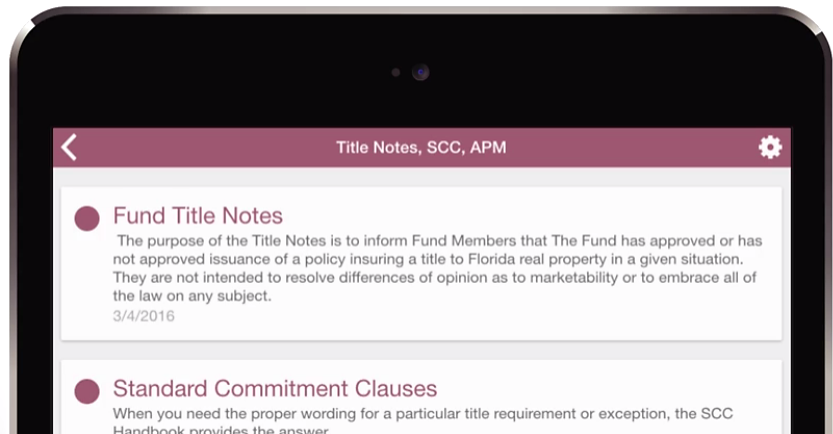
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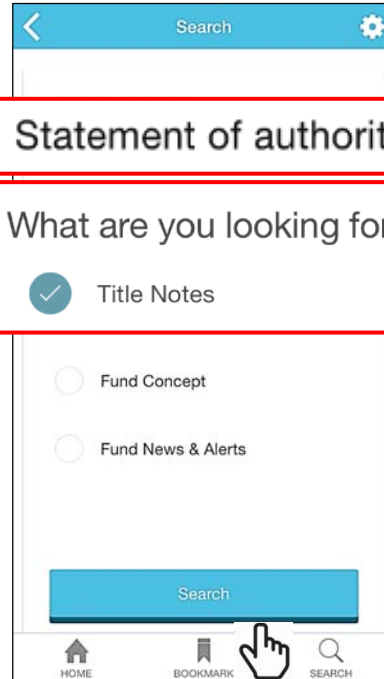
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Skylake Ins. Agency, Inc. v. NMB 175 (Fla. 3d DCA 2009). Mortgage acknowledged.

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ng bona f dition tha d the Fu rms in th o review tion and f the per red. Evid ning the t at the LL to establi s), respec agreeme on signi

A. Deeds and Mortgages by LLC

If a Florida limited liability company is a party to the transaction being insured, the Fund Member must determine that a certificate of organization and any appropriate amendments have been filed with the Department of State. Since a limited liability company is not a corporation, Ch. 692, F.S., dealing with

• the articles of organization filed with the Department of the members or managers of

• the articles of organization filed with the Department of specific person who proposes documents to be insured; or

It is therefore not necessary to review the operating agreement if

- There is no recorded limitation of authority, and
- the Fund member has no knowledge of limiting terms in the operating agreement, and
- the articles of incorporation and annual report evidence the authority of the person to execute the document to be insured

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The operating agreement must be reviewed to confirm the authority of the person signing for the LLC if

- The articles of organization and annual report filed with the Dept. of State do not identify the members or managers, or
- the articles of organization and annual report do not name the specific person who proposes to execute the documents to be insured, or
- a recorded statement of authority limits the proposed signer's authority, or,
- a member or manager has delegated the authority to the proposed signer in a document other than an effective Statement of Authority, in which case the operating agreement must be reviewed to determine such delegation is not prohibited, or
- the insuring Fund Member has, or reasonably should have, knowledge relating to the authority of the person signing, because the Fund Member may not rely on the statutory authority if in a position to evaluate actual authority



In cases where review of the operating agreement is required, if it is not produced, then all members of the company must execute an affidavit establishing they are currently all of the members of the LLC and they consent to the conveyance or mortgage.

If the number of members is so large that the affidavit becomes unwieldy, the affidavit may be executed by a majority of the members-in-interest per Sec. 605.0102(37) F.S.

Sec. 605.0102(37) F.S. provides for the filing of a statement of authority of a person to transfer real property held in the name of the company.

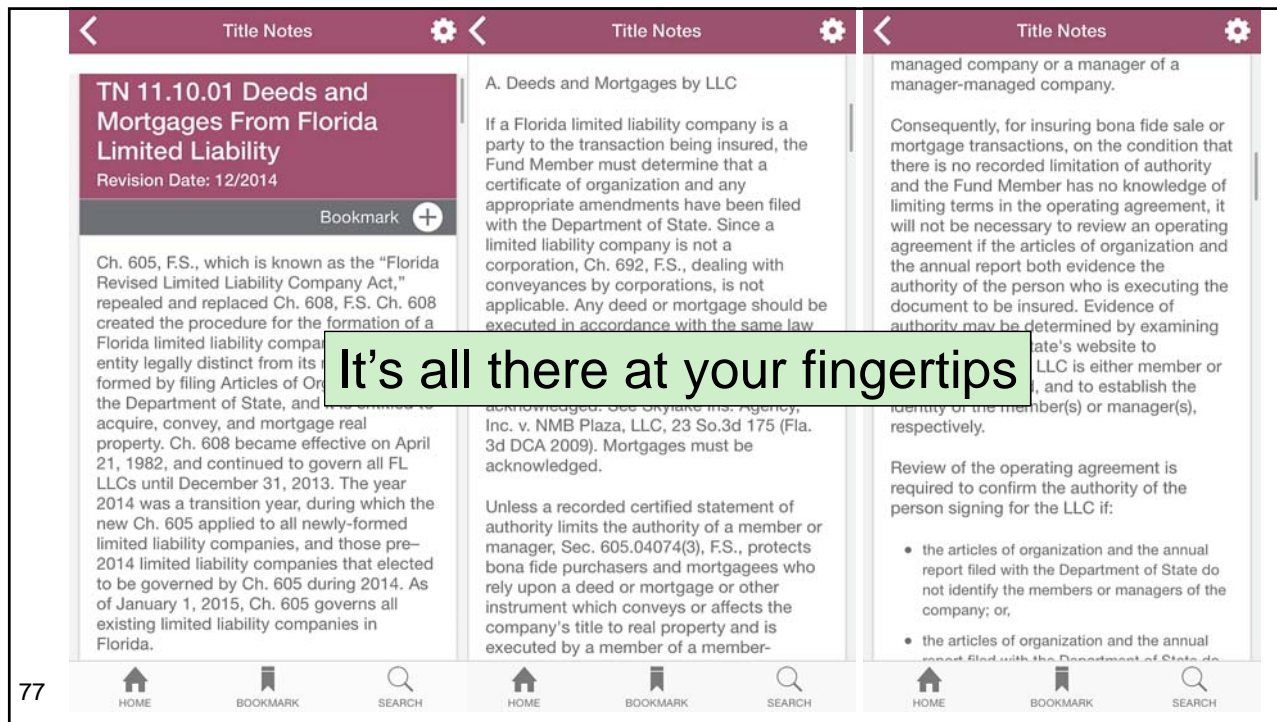
An effective statement of authority, a certified copy of which is recorded, is conclusive in favor of a person who gives value in reliance on the grant without contrary knowledge, except to the extent the statement has been canceled or restrictively amended, or a limitation is contained in another statement of authority that became effective after the statement containing the grant, which has also been recorded.

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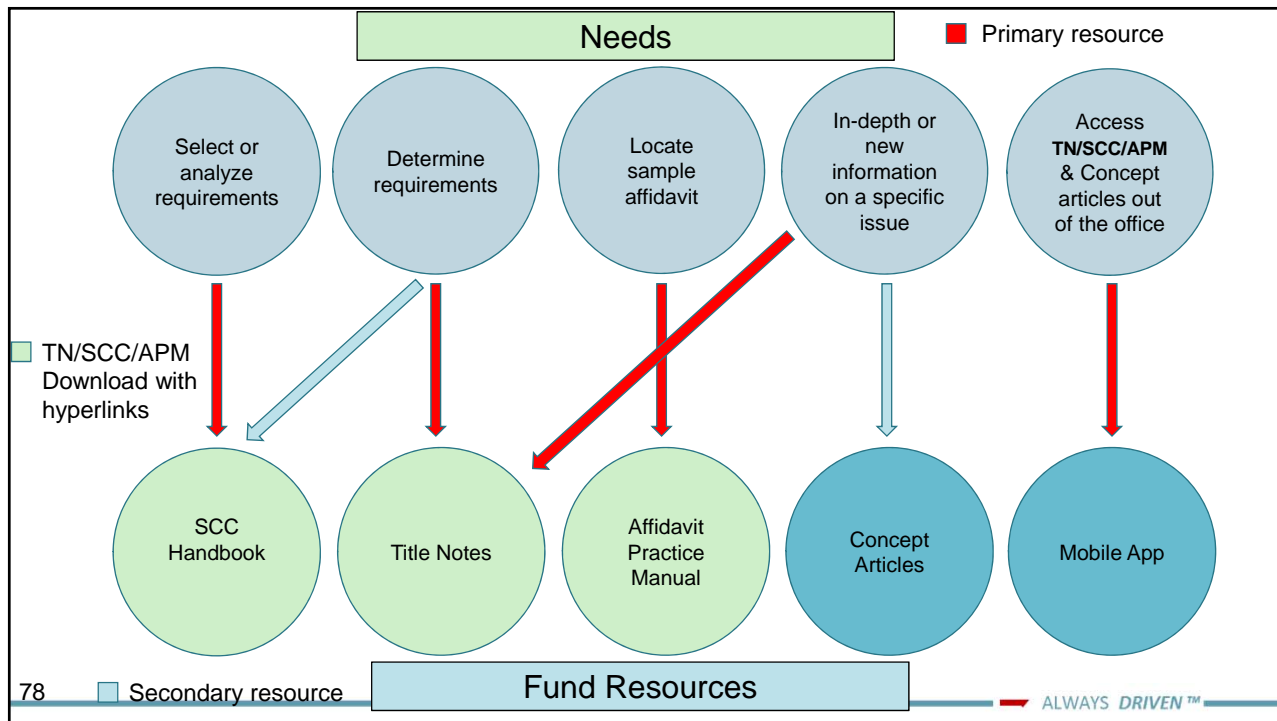
Unless earlier canceled, an effective statement of authority is canceled by operation of law 5 years after the date it or its most recent amendment becomes effective, without need for recording.

For insuring purposes, property statements of authority may be relied upon for bona fide sales or mortgages provided there is no knowledge on the part of the issuing Fund Member that the person named in the statement is not authorized to bind the company in the transaction to be insured, and there is nothing recorded that casts doubt upon that person's authority.

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## Additional Resources

- The Fund Website  
<https://www.thefund.com/Member/Home.aspx>
- Best Practices
- CFPB Info Center
- General Counsel Blog
- Recorded Town Halls
- Fund Underwriting
- New Member Support Line

### Best Practices

8/2/2016

#### Lender Requirements for Settlement Agents

Download the Lender Requirements Scale for Settlement Agents, Best Practices Lender Requirements Chart & Recommended Actions for Fund Members

[Read More »](#)

### CFPB

1/5/2017

#### CFPB Bank Communications Chart

National and Regional Lenders' Communications Chart. This chart summarizes CFPB announcements from Bank of America, Chase, Citi, SunTrust, Wells Fargo and others.

[Read More »](#)

### Education

11/8/2016

#### New Town Halls focused on Information Security

Fund Town Hall returns with two 1-hour FREE webinars dedicated to Information Security and Cyber Liability Insurance. Register Now!

[Read More »](#)

### Seminars



#### LIVE SEMINARS

Presented by experts on a variety of topics related to real property. Presented in a live webinar format.



#### RECORDED SEMINARS

Legal education seminars, presented by experts on a variety of topics related to real property.



#### General Counsel Blog

The General Counsel Blog is your source for important updates and recent changes that are impacting the Real Estate industry in Florida.

[Read Updates](#)

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# Using Fund Resources to **Maximize** Your Closing Practice

John B. "Jay" St. Lawrence  
Fund Legal Education Attorney

HOME

Power Up Your Practice

Launch App

# THE END

Thank you for coming!

**FUND PROCEDURES HANDBOOK**  
Frequently asked questions regarding the proper way to complete Fund commitment and policy forms and to issue endorsements.

**RATING WORKSHEETS**

**1099 FAQ**

**ON-DEMAND TRAINING LIBRARY**

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# NALA – The Association of Paralegals, Inc.

7666 E. 61<sup>st</sup>, Suite 315, Tulsa, OK 74133

Phone: 918-587-6828

FAX: 918-582-6772

<http://www.nala.org>

## CERTIFICATE OF ATTENDANCE

Certified Paralegals are required to submit evidence of 50 hours of continuing legal education hours to renew the CP credential every 5 years. Of the 50 hours, 5 hours must be in legal ethics, and no more than 10 hours may be recorded in non-substantive areas. If attending a non-NALA sponsored educational event, this certificate should be completed and submitted with relevant documentation for the event. Please be sure to obtain the required signatures for verification of attendance. The requirements to maintain the CP credential are available from NALA's web site at <http://www.nala.org/CPinfo.aspx>.

### PLEASE COMPLETE THE SPACES BELOW AND ATTACH A PROGRAM

Session Hours	Session Topics (Description and Speakers)	Validation of Attendance
1.0 real estate / insurance	Using Fund Resources to Maximize Your	_____
_____	Closing Practice	_____
_____	John B. St. Lawrence, Fund Legal Ed. Atty	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Name of CP (Please Print)

\_\_\_\_\_  
NALA Account Number (On Mailing Label)

\_\_\_\_\_  
Signature of CP

\_\_\_\_\_  
*Using Fund Resources to Maximize Your  
Closing Practice*  
Attorneys' Title Fund Services, LLC  
Name of Seminar/Program Sponsor

\_\_\_\_\_  
Address

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Authorized Signature of Sponsor Representative

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Date of Educational Event:

\_\_\_\_\_  
Preferred e-mail address

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Location:

For Office Use Only	
Substantive hours	_____
Non-substantive hours	_____
Ethics	_____



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## Certificate of Accreditation for Continuing Legal Education

256131  
Attorney's Title Fund Services  
Robert Rohan  
PO Box 628600  
Orlando, FL 32862-8600

October 25, 2017

<b>Reference Number:</b>	1707815N
<b>Title:</b>	Using Fund Resources to Maximize Your Closing
<b>Level:</b>	Intermediate
<b>Approval Period:</b>	12/05/2017 - 06/05/2019

### CLE Credits

General	1.0
Technology	1.0

### Certification Credits

Real Estate	1.0
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