

# Title Teasers 2026

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# Title Teasers 2026

**Moderator: Caleb Hinton, Sr. Underwriting Counsel**

**Panel of Experts:**

Amber Ashton, Florida State Counsel

Scott Jackson, Underwriting Counsel

1

## Question 1: Policies & Endorsements

In 2023, Big Developer purchased vacant land in Seminole County and obtained an owner's policy issued through another underwriter. They are now developing the land and refinancing with a new construction loan. As part of the development, they want to increase the owner's title insurance coverage to insure the value of the planned completed improvements. Your office is writing the loan policy on Old Republic and Big Developer has requested an endorsement increasing the amount of their current owner's policy.

For the purpose of providing Big Developer with additional title insurance coverage, what can be done to increase the amount of their owner's policy?



2

## Question 1: Policies & Endorsements

- A. Endorse Big Developer's current owner's policy using a Form E endorsement up to the new level of coverage and the effective date of the new loan policy.
- B. Issue Big Developer a new owner's policy for the current amount and increase the amount to match draws taken under the loan policy up to the new level of coverage.
- C. Issue a stacked owner's policy to Big Developer and match the effective date of the loan policy.



3

## Question 2: Tax Deeds

In December 2018, Sunny Scofflaw purchased two properties in Broward County, one located on Main Street and the other located on 4th Avenue. Unfortunately, Sunny fell behind on payment of the real estate taxes for the 4th Avenue property leading to a tax deed sale in 2022. At the time of the tax deed sale, there were several certified money judgments against Sunny, a mortgage on the 4th Avenue property, and code enforcement liens against the Main Street property. All parties were properly noticed in the tax deed sale. The proceeds from the tax sale were just enough to cover the delinquent taxes due with the balance used to partially pay the mortgage holder. The purchaser of the tax deed now seeks to sell the property.

For the purpose of issuing a title insurance policy, which of the following backchain issues must be cleared in the present transaction?



4

## Question 2: Tax Deeds

- A. The certified judgments, the balance of the mortgage, and the code enforcement liens.
- B. The code enforcement liens.
- C. The balance of the mortgage.



5

## Question 3: Divorce

After a century of marriage, Gomez and Morticia Addams filed for divorce. They jointly own Swamp Acre as tenants by the entireties. In their marital settlement agreement (MSA), it is agreed that Morticia will take title to Swamp Acre as her separate property free from any interest of Gomez and makes no requirement for Gomez to execute a deed. The recorded final judgment of dissolution of marriage ratifies and incorporates the MSA by reference, but the MSA is not recorded. Morticia is now looking to sell Swamp Acre and engages you to handle the closing.

For the purposes of insuring title to Swamp Acre, what must be recorded at closing?



6

## Question 3: Divorce

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- A. A deed from Morticia.
- B. A deed from Morticia and Gomez.
- C. A deed from Morticia provided the MSA is also recorded.



7

## Question 4: Execution of Mortgages

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Goldie found the house of her dreams in Miami, FL. She has engaged a mortgage broker and locked in a rate for her first home purchase and mortgage. Trusty Title Agent will be issuing a title policy to Goldie and her lender at closing. Prior to closing, Trusty shows Goldie the proposed deed reflecting her marital status as “a single woman.” Goldie reveals that she is in a “registered domestic partnership” however her partner, Kurt, is currently incarcerated. Also, Goldie informs Trusty that her dad Ed will be providing a portion of the down payment funds via a “gift letter” but will not be on title with Goldie.

For the purposes of insuring the priority of the mortgage, who should execute the mortgage?



8

## Question 4: Execution of Mortgages

- A. Goldie alone.
- B. Goldie and her registered domestic partner, Kurt.
- C. Goldie, Kurt, and her father, Ed.



9

## Question 5: Enhanced Life Estate

Paul, a single man, wanted to make sure that when he died, his homestead property would go to his minor stepchildren, Ginny and Austin. In 2022, he had a deed recorded which created a life estate with the remainder interests to Ginny and Austin. The deed contained the enhanced powers to sell and convey, but did not expressly state “without joinder of the remaindermen.” Last year, Paul had a disagreement with his stepdaughter Ginny and wanted to remove her. Paul then executed and recorded a new deed from himself, as life tenant, to himself in fee simple. Recently Paul passed away and Ginny and Austin’s mother, Georgia, wants to sell the property. The proposed sales price is \$1.5 million, and the property is free and clear of any mortgages.

For the purposes of insuring title, who do we need to obtain deeds from to insure Georgia’s buyer?



10

## Question 5: Enhanced Life Estate

- A. Ginny and Austin, by Georgia their natural guardian.
- B. Ginny and Austin, by Georgia their plenary guardian.
- C. Ginny and Austin, by Georgia, individually and as their plenary guardian.



11

## Question 6: Bankruptcy

In 2012, Rosings, Inc. conveyed Pemberly to Wickham, Darcy and Bingley, as tenants in common. A purchase money mortgage was executed by all parties in favor of Netherfield Savings. In 2013, Wickham filed for Chapter 7 bankruptcy in Michigan and inadvertently failed to schedule his ownership in Pemberly or the mortgage owed to Netherfield. Darcy and Bingley were included as creditors due to unsecured loans they provided Wickham unrelated to Pemberly. The bankruptcy judge signed the discharge order in 2020, and the case was closed. The following year a satisfaction of mortgage was recorded by Netherfield. In 2025, Wickham executed a quit claim deed in favor of Darcy and Bingley. The deed was recorded paying minimum documentary stamps and contained a recitation that it was given as consideration for debts forgiven in the amount of \$400k. Today, Darcy and Bingley are selling Pemberly to Charlotte.

For the purposes of issuing an owner title policy, what must be done about Wickham's failure to schedule Pemberly in the bankruptcy?



12

## Question 6: Bankruptcy

- A. No further action is necessary as the mortgage was paid off and Darcy and Bingley hold title.
- B. The deed should be re-recorded with documentary stamps paid.
- C. Reopen the bankruptcy to address the failure to schedule Pemberly in the Chapter 7 bankruptcy.



13

## Question 7: LLCs & Probate

In 2020, Yellowstone LLC, a Florida limited liability company, purchased agriculture lands in Dixie County for the purpose of cattle grazing. The manager and sole member is John Dutton who resides in Wyoming. In November 2025, John Dutton died, and two of his adult children, Beth and Kayce were appointed co-personal representatives of the estate. During the course of the probate, Beth and Kayce confirm there was no operating agreement for the LLC. As co-personal representatives, Beth and Kayce have entered into a contract to sell the property and have brought the deal to your office. The probate attorney for John Dutton's ancillary estate obtained an order authorizing the sale of the property out of the LLC.

For the purpose of issuing an owner's title policy, who are we required to obtain deeds from?



14

## Question 7: LLCs & Probate

- A. Deeds from all the heirs of John Dutton as the LLC dissolved upon the death of the sole member.
  
- B. Deeds from the co-personal representatives with a recital of being done for the purpose of winding up.
  
- C. Deeds from all the heirs of John Dutton and from the co-personal representatives with a recital of being done for the purpose of winding up.



15

## Question 8: Payoff Statement

It is 4:30pm on the Friday before Memorial Day weekend and Busy Bo is preparing to send a mortgage payoff by wire transfer to a seller's mortgage company. In the title file, Bo sees two sets of the lender's wiring instructions, one more recent than the other. He glanced at them both and saw they reflected the same amount due through the same date. To send the wire out before his bank's 5 pm cutoff time, Bo uses the most recent statement to complete his bank's online wire order, hits send and moves on to the next file. Weeks later, the buyer calls Bo concerned about why he is receiving default letters from the Seller's mortgage company. Bo calls the number on the payoff and gets a disconnected number message.

What should Bo have done differently?



16

## Question 8: Payoff Statement

- A. Bo should not have wired funds and instead sent a check.
- B. Bo should have verified the payoff by calling the number on the most recent payoff statement.
- C. Bo should have independently verified the payoff and wiring transfer instructions.



17

## Question 9: Trustees and Judgments

In 2019, Christopher purchased homestead property in Duval County titled in the name of the Christopher Revocable Trust. In late 2025, Christopher passed away without a spouse or minor child. The successor trustee is Tony, who does not have a beneficial interest in the homestead, but he will receive other property under the trust agreement. Pursuant to the trust, upon Christopher's death, a life estate was granted Christopher's girlfriend Adriana with the remainder to his residuary estate. The successor trustee, Tony, is now seeking to refinance the former homestead property. The title commitment returns certified judgments against Tony individually.

For the purposes of insuring title, what must be done about the judgments against Tony?



18

## Question 9: Trustees and Judgments

- A. The judgment liens do not attach.
- B. The judgment liens against Tony must be cleared.
- C. Tony can assign his beneficial interest in trust to his beneficiaries, and the judgment liens will not attach.



19

## Question 10: Rating

In 2023, Family Home Builder takes out a line of credit for \$1 million with Back Yard Bank. At closing, premium was paid for the loan policy on the face value of the line of credit, \$1 million. An initial draw of \$700k was disbursed to Family Home Builder to buy land and develop spec homes. No further draws were taken and as the houses were built and sold, the line of credit was paid down to zero. Today, Family Home Builder is seeking to purchase additional land with a new draw of \$800k. Back Yard Bank wants to endorse their loan policy to insure the mortgage modification and spreader agreement and include the cost of the endorsement in their loan documents.

For the purpose of insuring the mortgage modification and spreader, what should the premium be based upon?



20

## Question 10: Rating

- A. \$1 million.
- B. \$800k draw.
- C. \$500k.



21

## Question 11: Survey

The seller has engaged you to handle the sale of his vacant platted lot. Pursuant to the AS-IS cash contract, seller delivers his existing “Boundary Survey” from 1977. Buyer’s counsel requires the standard survey exception to be deleted at closing and prefers a new survey be done or that the older survey be re-certified and updated. Despite the age of the survey, your review confirms the older survey was properly signed and sealed by the surveyor and contains an adequate and accurate legal description which matches the legal description in the title commitment. Seller maintains that the property has not changed since purchase, and he will sign ‘whatever’ to close the deal on time.

For insuring purposes, what could be done to rely upon the prior survey in order to delete the standard survey exception?



22

## Question 11: Survey

- A. No further action necessary, the standard survey exception can be deleted based upon your review of the survey.
  
- B. The standard survey exception can be deleted with a satisfactory owner's affidavit of no changes.
  
- C. The standard survey exception can be deleted provided surveyor updates the survey by conducting field work and re-certifies the survey.



23

## Question 12: Divorce & Judgments

In 2008, Barney and Betty Rubble purchased Bedrock Ranch as tenants by the entireties and resided there as their homestead. In 2016, the marriage was on the rocks and the couple divorced. The marital settlement agreement (MSA) provided Betty would continue to reside in the property as her homestead and further required Barney to execute a deed relinquishing any interest within 30 days of the final judgment of divorce. The final judgment did not contain any other provisions regarding the property. Shortly after the divorce was final, Barney rented an apartment in the city and defaulted on several credit cards that were joint with Betty. The resulting judgments total value is \$500k and are joint and several liability. Betty has a contract to sell Bedrock for \$750k and your title commitment reflects four certified judgments recorded against Barney and Betty, jointly and severally.

For insuring purposes, what must be done about the judgments?



24

## Question 12: Divorce & Judgments

- A. The judgments must be paid in full.
- B. The judgments do not attach as the parties are divorced.
- C. The judgments must be partially released.



25

## Question 13: Title Endorsements

Felonious Gru is purchasing a luxury waterfront mansion in Miami, Florida. Big Bad Bank closing instructions require that the following endorsements be issued with the lender's title policy: ALTA 9 (restrictions, encroachments, minerals), ALTA 17 (access), and ALTA 22 (location). Lucy Wilde, as closing agent, is working to comply with the lender's wishes, but she can't find all the endorsements in her closing software. The lender insists that these endorsements are common, they get them "all the time" and that they must be provided with the final loan policy.

For insuring purposes, which of the lender's requested endorsements is Lucy able to issue at closing?



26

## Question 13: Title Endorsements

- A. ALTA 9-06 (with Florida modifications).
- B. All three endorsements, Lucy can download the form off the internet.
- C. ALTA 9-06 (with Florida modifications) and the ALTA 22 (location), access is covered under the policy.



27

## Question 14: Probate & Bankruptcy

In 2024, Sally Homeowner died owning a homestead property. In her will, she devised the property to her two adult children Morty and Mary via the residuary clause. The will further states that in the event a child predeceases Sally, their share shall descend per stirpes. At the time of Sally's death, Mary was in her second year of a Chapter 13 Bankruptcy Plan which includes several certified judgments against her recorded in the county where the property is located. Since Mary's kids are grown and out of the house, Mary wished for Morty to receive the property to raise his family. An Order Determining Homestead was entered by the probate court naming Morty as the sole beneficiary. Morty now has a contract to sell the property.

For insuring purposes, who should execute deeds to insure the sale?



28

## Question 14: Probate & Bankruptcy

- A. Morty.
- B. Morty and Mary.
- C. Morty and the adult children of Mary.



29

## Question 15: Minors

In 2021, Lisa acquired title of a vacant lot out of her Grandpa Jones Estate. The vacant property is now being sold to a bona fide purchaser for \$10,000.00. On the day of closing, Lisa appears at your office for closing. When asked for identification, Lisa happily pulls out her brand-new Florida driver's permit. As it turns out, Lisa is only 15 years old. Upon learning that Lisa is still a minor, Carl Closing Attorney is concerned that the deed conveying to Lisa was void due to her age and would be treated as a failure of title. Lisa's parents are both alive and accompanied her to closing.

For insuring purposes, what is required to close the transaction today?



30

## Question 15: Minors

- A. A guardianship for Lisa should be established.
- B. Lisa's parents can execute the deed.
- C. Lisa can execute the deed.



31

## Question 16: Construction & Condominiums

Vertical Developer broke ground on a 100-unit condominium in 2022. Last year they started conveying units including unit three to Honest Homeowner. At that time, there were several open notices of commencement, but no claims of lien. At closing, Vertical signed a standard no-lien affidavit and a special warranty deed to Honest Homeowner. Recently, Honest realized that he does not like living in an association and has decided to sell his unit in a cash transaction. The title commitment reveals a claim of lien (COL) filed February 11, 2026, by Power People, Inc. which includes the underlying legal description of the condominium. The COL demands a remaining balance of \$100,000.00. The closing agent initially reached out to Power People for a partial release, which they refused to provide.

For insuring purposes, what must be done about the claim of lien?



32

## Question 16: Construction & Condominiums

- A. Hold an escrow for the pro rata share with a written disclosure to the Buyer that any further assessment after closing will not be covered under the owner's policy.
  
- B. Rely upon a sufficient funds affidavit from the association with an indemnification from the seller.
  
- C. Both A and B are correct.



33

## Question 17: Corporations

Multi-Layers, Inc., a Nevada corporation, is selling one of their commercial properties in Broward County, Florida. To avoid any delays in closing, their Nevada counsel delivers a fully executed special warranty deed to be held in escrow with a cover letter declaring the deed complies with Nevada law. The day before closing you pull your file and upon review see that the deed is signed by a Vice-President of the corporation, with two witnesses and acknowledged by a notary public. There is no corporate seal with the signature, nor an accompanying corporate resolution. A quick check of Sunbiz confirms the person who signed is listed as a Vice-President.

For insuring purposes, can the deed be relied upon to issue a title policy to the buyer?



34

## Question 17: Corporations

- A. The deed can be relied upon as it came from Nevada counsel confirming compliance with Nevada law.
  
- B. The deed can be relied upon because it is signed by the Vice-President, with two witnesses and properly acknowledged.
  
- C. The deed can be relied only upon obtaining a corporate resolution to be recorded with the deed.



35

## Question 18: General Sovereignty Lands

Sam Seller is selling his homestead property in Gainesville, Florida, which includes a man-made lake at the southernmost part. Tired of fighting the mosquitoes when the lake runs low, Sam executes a contract with Betty Buyer which includes a contingency for financing. When the lender reviews the commitment, they object to the pre-printed general sovereignty lands exception (GSL). Betty, not to be outdone, requests it be removed from her owner's policy as well. Your review of the underlying section lands on the LABINS map confirms that the property appears to be high and dry at statehood, but there are multiple smaller bodies of water noted in this section.

For insuring purposes, may the general sovereignty lands exception (GSL) be deleted from the final policies?



36

## Question 18: General Sovereignty Lands

- A. The GSL may be deleted from both policies and replaced with a narrower exception.
- B. The GSL can be deleted from the owner's policy only after obtaining a surveyor's affidavit that the smaller bodies of water on LABINS do not affect the property.
- C. The GSL can be deleted from both policies with no further exceptions.



37

## Question 19: More Submerged Lands

Mary Monroe has requested a title commitment for her client, Betty, who is purchasing property in the Florida Keys on the Atlantic Ocean side. Based on the prior deed, Mary's title request, included the legal description for the platted property as well as a metes and bounds legal description for submerged land which includes a dock along the eastern boundary of the platted property. The title commitment came back with a requirement for a deed from the Trustees of the Internal Improvement Fund of the State of Florida (TIIF) as to the submerged land parcel. When Mary asked the seller about the submerged lands, the seller exclaimed they own the submerged lands and had been using the dock for their yacht throughout their 35 years of home ownership.

For insuring purposes, what must be done to insure the submerged lands parcel along with the platted lot?



38

## Question 19: More Submerged Lands

- A. File an action for adverse possession.
- B. Rely on Seller's vesting deed to act as a root deed under MRTA to extinguish the interest of the State.
- C. Obtain a deed from TIF for the submerged lands.



39

## Question 20: Limited Liability Companies

Parent Company LLC ("Parent") is a multi-member Florida LLC. On Sunbiz, Parent lists one manager as Layer One LLC ("Layer"). The sole member of Layer is Bobby and there is no operating agreement. In July 2025, Bobby died leaving one heir, Terry. No probate was ever opened for Bobby. As the sole heir, Terry assumes that he now owns Layer One LLC and can transact on its behalf. In December 2025, Terry contacts your office because Parent Company LLC entered into a contract to purchase property, and Terry wants to complete the purchase with Layer One being the manager of Parent Company.

For insuring purposes, what is required to insure the purchase by Parent Company LLC?



40

## Question 20: Limited Liability Companies

- A. Probate of Layer One LLC's sole membership interest.
- B. Member consent from Parent Company LLC authorizing Terry to sign for Parent.
- C. A new LLC must be formed and listed on Sunbiz as manager.



41



42