



Professional Liability Carrier \_\_\_\_\_  
 Coverage Limit Each Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 Deductible \$ \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Fidelity/Surety Insurance Carrier \_\_\_\_\_  
 Coverage Limit Each Claim \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 Deductible \$ \_\_\_\_\_ Expiration Date \_\_\_\_\_

**5. REFERENCES:**

Please give **FULL NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER** of at least **two (2)** individuals (outside of your current agency) who have knowledge of your capabilities and experience in title work:

\_\_\_\_\_  
 \_\_\_\_\_

**6. CLOSING PRACTICE REVIEW:**

Are you familiar with the Closing and Escrow management practices of the current agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES to above question, do you deposit and disburse funds for closings or settlements? Yes \_\_\_\_\_ No \_\_\_\_\_

1. Is a separate file set up for each closing, containing the following information:
  - A: Closing instructions: Yes \_\_\_\_\_ No \_\_\_\_\_
  - B: Title search notes : Yes \_\_\_\_\_ No \_\_\_\_\_
  - B: Documentation of compliance with closing instructions, including transfers between accounts: Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are funds received for closings deposited in a trust/ escrow bank account separate from operating funds and certified as such on bank statement?  
 Yes \_\_\_\_\_ No \_\_\_\_\_
3. Are all non-principals who are authorized to sign checks bonded? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Are separate accounting records maintained for each closing transaction? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are the escrow or trust bank accounts reconciled monthly? Yes \_\_\_\_\_ No \_\_\_\_\_

**Explain any "No" answers**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**GENERAL CERTIFICATION:**

*The information disclosed herein is factual and capable of verification and is made in good faith and on the distinct understanding that SOUTHERN TITLE INSURANCE CORPORATION will rely on the statements and representations herein made. Applicant agrees to promptly contact Southern Title in the future if circumstances change and the Applicant's answers to the questions above are no longer accurately reflected by this application. Applicant further acknowledges that Southern Title has the right to request that Applicant periodically complete other applications in the future so that our files and records will accurately reflect the Applicant's actual status at that time.*

**CERTIFICATION for OFFICERS and PRINCIPALS of an AGENCY**

*In the event an Insured Closing Protection Letter issued to any party insuring the performance of acts of any agency in which I am a principal or officer, I agree to indemnify Company from any and all liability, loss or damage Company may suffer as a result of any claims, demands, costs or judgments arising against Company as a result of its issuance of any such insured closing protection letter. It is further agreed that Company may, at any time, and without prior notice to agency, cancel and discontinue issuance of such insured closing protection letters. In the event such letters are issued, I agree to make available for examination, at any time during normal business hours and with reasonable prior notice from Company, all financial records and records relating to the closings of any transaction which has been Insured by the Company, including review of all escrow records of funds utilized in such closings. I further agree to obtain Company's prior approval where funds are to be held under an escrow and/or indemnity agreement in order to facilitate the issuance of a Title Assurance without exception to or with affirmative coverage over a specific defect, lien or encumbrance. The funds and property held under any such escrow and/or indemnity agreement, together with the original documents evidencing the escrow/indemnity, shall be transferred to Company, in trust, on written request of Company.*

*As an officer or principal, I will maintain reports or abstracts of titles and escrow accounts associated therewith, to the extent required by SOUTHERN TITLE INSURANCE CORPORATION, and preserve and keep available all such records for auditing or claim purposes.*

*I agree that, in the event any claim is made against a policy issued on the basis of a title report signed by myself or my designee, I will cooperate and use my best efforts to assist the Company in expediting settlement or adjudication of the claim.*

*I understand that any misleading or false information furnished by applicant shall constitute grounds for immediate termination of any agreement entered into between applicant and SOUTHERN TITLE INSURANCE CORPORATION or its subsidiaries.*

***I AUTHORIZE SOUTHERN TITLE INSURANCE CORPORATION TO MAKE SUCH INQUIRY(IES) OF ALL REFERENCES LISTED ON THIS APPLICATION, ORDER A CREDIT REPORT ON ME AND ORDER SUBSEQUENT INQUIRY(IES) AS MAY BE NECESSARY TO QUALIFY ME, AND PERIODICALLY RE-QUALIFY ME, FOR THE APPOINTMENT STATUS ABOVE STATED.***

*As an indication of my agreement to the Certifications stated above, I sign and submit this Application on the date indicated.*

\_\_\_\_\_  
( Signature)

\_\_\_\_\_  
( Printed Name)

\_\_\_\_\_  
Dated

# Approved Attorney or Approved Escrow Closing Entity Agreement to Comply with Affirmative Covenants

**As a pre condition to, and in consideration of, Southern Title Insurance Company's (hereinafter "Company") approval of the undersigned attorney, escrow closing agent or agency as an "Approved Attorney" or "Escrow Closing Entity" or "Texas Fee Attorney", and entitlement to secure Insured Closing Service Letters, the undersigned, acting on behalf of said entity, agrees that he, she and said entity will:**

1. Receive and process loan closing instructions for Real Estate Loan and Purchase transactions in accordance with the provisions of Federal and applicable state law, in conformity with usual and customary practices and procedures, prudent underwriting principles and in full compliance with manuals, instructions, and bulletins of company from time to time given to Approved Attorney or Approved Escrow Closing Entity.
2. Make available for examination by Company, at any time during normal business hours and with reasonable prior notice from Company during the term of this Agreement (and thereafter for a period of one (1) year following termination of this agreement), all financial records and records relating to the closings of any transaction which has been or will be Insured by the Company.
3. Permit Company and its examiners, auditors, and independent certified public accountants to enter Approved Attorney or Texas Fee Attorney or Approved Escrow Closing Entity's business premises for the purpose of inspecting loan closing files, and escrow accounts utilized in connection with said files for the purpose of performing a financial, procedural, and/or technical audit during the term of this agreement and thereafter until such audit or audits are completed.
4. Comply with all applicable federal, state and local laws including statutes, ordinances, rules, regulations and judicial opinions.
5. Obtain Company's prior approval where funds are to be held under an escrow and/or indemnity agreement in order to facilitate the issuance of a Title Assurance without exception to or with affirmative coverage (Express Insurance or T-19 in Texas) over a specific defect, lien or encumbrance. The funds and property held under any such escrow and/or indemnity agreement, together with the original documents evidencing the escrow/indemnity, shall be transferred to Company, in trust, on written request of Company.
6. Keep safely and segregated, in a FDIC insured escrow/trust account, which is subject to audit by Company, all monies that may be entrusted to Approved Attorney, Texas Fee Attorney or Approved Escrow Closing Entity by Company, or others, in the course of (i) Approved Attorney or Approved Escrow Closing Entity's title insured closing operations; and, (ii) the issuance of Company's Title Assurances hereunder. Approved Attorney, Texas Fee Attorney or Approved Escrow Closing Entity agrees that all such funds will be held in a fiduciary capacity and Approved Attorney or Approved Escrow Closing Entity shall be charged as a Fiduciary with respect to the owners of the funds so deposited. Approved Attorney, Texas Fee Attorney or Approved Escrow Closing Entity shall be solely liable for any and all losses arising by reason of Approved Attorney, Texas Fee Attorney or Approved Escrow Closing Entity's improper, unauthorized, reckless or premature disbursement of any escrowed funds.
7. The Undersigned agrees to conduct closings and handle/disburse funds in accordance with the written Affirmative Covenants set forth above and to assume individual liability for the Approved Attorney or Approved Escrow Closing Entity's failure to comply with the written instructions of any party to a closing transaction who is relying on an Insured Closing Service Letter of Company, but only to the extent liability is imposed on Company as set forth in the "Insured Closing Service Letter".

The foregoing AFFIRMATIVE COVENANTS are agreed to in consideration for the company's appointment of the Undersigned as an "Approved Attorney, Texas Fee Attorney or Approved Escrow Closing Entity".

IN WITNESS WHEREOF, the Approved Attorney, Texas Fee Attorney or individual acting on behalf of the Approved Escrow Closing Entity has executed this Agreement the day and year first above written.

\_\_\_\_\_  
(Full Printed Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)