

Lawyers Title Insurance Corporation

APPROVED ATTORNEY APPLICATION

PLEASE TYPE OR PRINT CLEARLY

PERSONAL

APPLICANT'S FULL NAME _____ DATE OF BIRTH _____ SSN _____

HOME ADDRESS NUMBER AND STREET APT.NO CITY STATE ZIP YRS. THERE HOME PHONE _____

PREVIOUS HOME ADDRESS _____ YRS. THERE _____

BUSINESS NAME AND ADDRESS _____ BUSINESS PHONE _____ FAX PHONE _____ POSITION _____

ARE YOU A PARTNER OR AN ASSOCIATE WITH ANY LAW FIRM? _____ Yes ___ No ___

IF YES, NAME _____ ADDRESS _____ YRS. WITH FIRM OR PARTNERSHIP _____

EDUCATION

SCHOOL	CITY	STATE	YEAR GRADUATED	DIPLOMA / DEGREE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DESCRIBE ANY OTHER RELEVANT TRAINING, SKILLS, RESEARCH, ETC. EXAMPLE: BUSINESS SCHOOL, TITLE EXAMINATION, TITLE INSURANCE COURSES, SEMINARS, ETC. _____

TITLE INSURANCE/REAL ESTATE EXPERIENCE

YEAR ADMITTED TO THE BAR: _____ STATES: _____

YEARS ACTUAL REAL ESTATE EXPERIENCE: _____

DO YOU PERSONALLY SEARCH AND/OR ABSTRACT YOUR OWN TITLES? Yes ___ NO. SEARCHED _____ No ___

IF NOT, NAME OF PROVIDER _____ ADDRESS _____ YEARS OF EXPERIENCE: _____

DO YOU PERSONALLY EXAMINE TITLES? Yes ___ NO. EXAMINED _____ No ___

IF NOT, NAME OF PROVIDER _____ ADDRESS _____ YEARS OF EXPERIENCE: _____

HAS AN ABSTRACT, TITLE OPINION OR TITLE CERTIFICATE PREPARED BY YOU EVER BEEN CHALLENGED? Yes ___ No ___
IF YES, PLEASE ATTACH A SEPARATE EXPLANATION.

DO YOU CLOSE REAL ESTATE TRANSACTIONS? Yes ___ NO. CLOSED _____ No ___

ARE FUNDS RECEIVED FOR CLOSINGS DEPOSITED IN A "TRUST" OR "ESCROW" BANK ACCOUNT SEPARATE FROM OPERATING FUNDS AND IDENTIFIED AS SUCH ON BANK STATEMENT? Yes ___ No ___

DO YOU MAINTAIN SEPARATE ACCOUNTING FOR EACH CLOSING TRANSACTION? Yes ___ No ___

IS THERE MONTHLY RECONCILIATION AND REVIEW BY MANAGEMENT OF ALL ESCROW ACCOUNTS? Yes ___ No ___

ARE YOU NOW OR HAVE YOU EVER BEEN AN APPROVED ATTORNEY OR AGENT FOR ANY OTHER TITLE INSURANCE COMPANY? Yes _____ No _____

IF SO, COMPANY NAME	RELATIONSHIP	DATES	STATE LICENSE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CLAIMS INCURRED WITH OTHER TITLE INSURERS FOR WORK DONE BY APPLICANT IN LAST 3 YEARS. (Indicate if none)

UNDERWRITER	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Have you or has any organization in which you are now or have been an owner, partner, principal shareholder, director or officer ever been (i) the subject of a grievance, complaint or proceeding relating to your/their conduct as an attorney; (ii) charged with embezzlement, theft or other felonies; (iii) a defendant in any criminal or civil proceeding involving violation of any federal or state law; (iv) the subject of any bankruptcy or insolvency proceedings; (v) cancelled or refused professional liability or fidelity bond coverage; (vi) refuse or terminated by any insurance company to be an Approved Attorney and/or agent; or (vii) failed to pay any sums of money or premium due to any insurance company or insured?
YES _____ **NO** _____

IF "YES" TO ANY OF THE ABOVE, GIVE DATES AND DETAILS ON A SEPARATE ATTACHED STATEMENT.

REFERENCES

Give names, addresses and telephone numbers of at least six references, not relatives or business associates, including three practicing attorneys or real estate professionals and two lender, having personal knowledge of your character and professional reputation.

	NAME	ADDRESS	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

INSURANCE COVERAGE

*PROFESSIONAL LIABILITY INSURANCE CARRIER
 AMOUNT OF COVERAGE: \$ _____ DATE OF EXPIRATION: _____ DEDUCTIBLE: \$ _____

*ATTACH THE DECLARATIONS PAGE OF THE PROFESSIONAL LIABILITY INSURANCE POLICY

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY BEFORE SIGNING.

A. In recognition and consideration of the benefits to me as an Approved Attorney of Lawyers Title Insurance Corporation, hereafter called the Company, and the obligations which the Company will assume in reliance upon my professional service, I hereby agree that if I am appointed as an Approved Attorney, the following conditions and stipulations shall apply:

1. Approved Attorney - Definition and Scope

I understand that my designation as an Approved Attorney of the Company indicates that my opinion of title are acceptable to the Company as a basis for the issuance of its title insurance policies. In rendering such

opinions," I will comply with all rules and procedures furnished me from time to time by Company. In addition, I understand that my activities in closing real estate transactions insured or to be insured by Company may subject Company to liability under its "Insured Closing Service" or "Closing Protection Service."

I also understand that I am not the Company's agent for any purpose and will not represent myself as such. However, I may represent myself orally and in writing to other persons as an Approved Attorney of the Company, and the Company may represent to other persons that I am an Approved Attorney.

2. Compensation

The Company shall not be responsible to me for the payment or collection of my fees, expenses or other charges unless the same are specifically authorized and agreed upon by the Company.

3. Separate Accounts

I will keep safely in accounts separate from my (or my firm's) personal or operating accounts, all funds received by me from any source in connection with transactions in which the Company's title insurance is involved, including funds for indemnity deposits and customer funds for escrow or closing, and I will disburse said funds for the purposes for which the same were deposited with me (or my firm).

4. Transaction Files

I will prepare, maintain and preserve a file related to the liabilities of the Company for each title opinion and settlement or escrow service provided as an Approved Attorney for the Company. Such file shall include all supporting documents and information necessary for services rendered, including, but not limited to title searches, surveys, affidavits, settlement or escrow instructions, lien pay-off or assumption statements and settlement statements.

5. Examination of Records

I agree that at any reasonable time or times the Company may examine and copy my files, books and accounts and other records related to liabilities of the Company and professional services provided by me as an Approved Attorney for the Company. Such right to examination may continue to be exercised after termination of my status as an Approved Attorney in the event of a claim.

6. Limitations of Authority

a) I agree that in connection with transactions being insured by Company, I shall not, without written approval of the Company:

- 1) Provide closing services for transactions exceeding my per claim amount under my Professional Liability Policy.
- 2) Accept closing instructions which will expose the Company to a risk which the Company has by its rules determined to be an extraordinary or extra-hazardous risk.
- 3) Close a real estate transaction in which there is a disputed title or a dispute between the parties to a settlement or escrow.
- 4) Provide services for the periodic disbursement of construction loan funds for the payment of construction costs.

b) I further agree that in no event, without specific written approval of the Company, shall I:

- 1) Adjust any claim for loss for which the Company may become liable.
- 2) Accept service of process on the Company.
- 3) Incur bills or debts chargeable to the Company.

7. Maintenance of Professional Liability Policy

I agree to maintain my Professional Liability Policy at a level of coverage not less than the amount shown on the attached insurance declaration so long as I am an Approved Attorney for the Company, and I will notify the Company in the event such insurance is cancelled or I no longer maintain it.

My liability to the Company for any loss, cost or damage which the Company may sustain arising out of the performance of my professional services, shall be based upon the standards of professional conduct and service of attorneys in my community without regard to whether or not my Professional Liability Policy provides such coverage.

In addition, I agree to indemnify the Company against any and all loss, cost or damage which the Company may sustain on account of the following acts or failure to act by me or by any employee of mine:

(a) fraud, (b) negligence, (c) willful disregard of the Company's rules and instructions, or (d) loss or misapplication of customer's funds entrusted to me.

8. Claims

If a claim is made to me, if I receive notice of a potential claim, or if I receive notice of litigation which may result in a claim arising out of professional services provided by me for you, I agree to give prompt notice to the Company and shall lend all reasonable assistance, without charge to the Company, in investigating or contesting such claims.

B. I understand and agree that a consumer report or an investigative consumer report may be obtained by the Company at any time and any number of times as it may in its discretion determine appropriate before, during and after my being an Approved Attorney for the Company. The Company may request such reports for any business purposes it deems appropriate. I further understand that upon reasonable written request, I may obtain additional information about this report in accordance with the Fair Credit Reporting Act (Public Law 91-508, U.S.C. secs. 1681 et seq.)

I understand and agree that the Company may contact (a) any title insurance company for whom I may have been an employee or agent, (b) any title insurance agency for whom I may have been an employee, or (c) any title insurance company for whom such agency was an agent, to obtain information concerning the circumstances of the termination of any such relationship. I authorize such information to be furnished by any such party and release the Company and all parties contacted by it from any liability whatsoever concerning the information supplied by them to the Company. This consent or authorization is not intended to limit any other inquiry or investigation that the Company may undertake in connection with its consideration of my application for appointment.

C. My status as an Approved Attorney may be terminated by either of us upon written notice, but such termination shall not affect any obligation or liability incurred by me as your Approved Attorney. Notice to me may be given at the address on my application or the latest address supplied by me to you.

_____ **Date** _____ **Signature of Applicant**

FOR LAWYERS TITLE USE ONLY

APPROVED ATTORNEY APPLICATION APPROVAL

OFFICE: _____ SUBMITTED BY: _____ DATE: _____

RECOMMENDATION/COMMENTS: _____

AREA MANAGER APPROVAL: _____ DATE: _____

OPERATIONS SENIOR VICE PRESIDENT APPROVAL: _____ DATE: _____

NATIONAL HEADQUARTERS: CREDIT AND BACKGROUND INVESTIGATION COMPLETE DATE: _____

APPROVED: _____ NOT APPROVED: _____ DATE: _____