THE TITLE EXAMINER

A PUBLICATION OF THE MICHIGAN LAND TITLE ASSOCIATION FALL 2007

Did You Know?

The MLTA has a new study guide available to assist members seeking to obtain their agents' license. The cost is $25.00. Call the MLTA office if you have an interest. Also, see page 14 for a newly launched product by the vendor who oversees the testing!

WHAT'S INSIDE

Current Lending Market

by Ted Bush, Senior Vice President and Mid-West Regional Agency Manager; for LandAmerica Financial Group

You probably have received a wave of correspondence lately addressing topics such as good funds, short sales and mortgage fraud awareness, as well as notices regarding the closure of certain lenders and/or mortgage companies. These missives have been triggered by widespread media reports in the past few months regarding the housing industry and its impact on the U.S. economy. Many of these articles have focused on problems in the lending market, including rising foreclosures, increased instances of mortgage fraud and the "credit crisis."

Many of the agents I speak to daily want to know the same things: What led to all this? What does the future hold? What do I need to do to make sure we handle our transactions properly?

The first question is quite complex and will continue to be the subject of much debate. Factors that have been singled out include the actions of the Federal Reserve in keeping interest rates low for an extended period of time; the rise of mortgage securitization. Rising home prices and resulting "speculation" and new and creative loan products that loosened requirements for net worth, down payments and income verification. In short, the rules changed and standards relaxed. This meant money was cheaper and easier to obtain.

We are now seeing the fallout and will continue to see more foreclosures. Credit will be more difficult to obtain as more lenders cease doing business and as those that remain tighten their guidelines. As the much anticipated wave of ARM resets arrive, many of those borrowers will not qualify for new loans.

It is in this context that your underwriting contacts have become quite busy on the keyboard. They have provided you with detailed guidelines on everything from "good funds" to short sales. It is also becoming a staple of state land title conventions to have a panel discussion about mortgage fraud featuring prosecutors and FBI agents. Unfortunately, there is often the perception that title insurers and agents are complicit in fraud schemes. There are a few simple safeguards to remember in order to protect yourself:

1. **Know your customer.** With our order counts declining, we are all on the prowl for new customers. New customers are a wonderful thing, but not all new customers are good customers. Become familiar with their business practices and reputation. Most importantly, don't change your standards. You may feel pressure to do things you would not otherwise do in order to hold onto a customer. When in doubt, check with your underwriter.

2. **Forget rule number 1.** Just because you have known someone forever doesn't mean you won't feel the same pressure you feel from new customers. Your loyal customer might be getting pressure from someone else. Simply stated: remember the basics and follow lending instructions. Don't bend the rules because you belong to the same church as a customer or because your kids go to school together.

3. **Get good funds before disbursing.** Make sure the deposit is finally credited to your escrow account. There have been several lender bankruptcies recently and there may be more. There have been some agents that closed and disbursed deals only to have the funding lender declare bankruptcy prior to funding the transaction. Don't let it happen to you.

Take the time to actually read those memos from your underwriter. There seems to be a new fraud scheme hatched every day. They are getting more sophisticated and expensive. Other sources of information include websites such as www.mortgagefraudblog.com and www.mortgagefraud.org. You and your closers are the first line of defense. If you are aware of what to look for with respect to flips, forgeries and other schemes, you can help prevent fraud from occurring.

EDUCATION COMMITTEE

TO PRESENT AT FALL 2007 SEMINAR

by Allan G. Dick, COO - Best Homes Title

In response to a number of suggestions taken from the seminar evaluation forms collected at the end of each MLTA Education Seminar, the Education Committee has concocted an assortment of timely and provocative topics, requested by title and escrow folks alike, for the fall seminar line-up October 17th and November 7th. There is something for everyone.

In addition to the usual Legislative and General Counsel reports, the seminar will cover the topics including: Mobile Home Sales and Mortgages, Indemnity Letters and the Mutual Indemnification Agreement, Short Sales, Mortgage Foreclosure Abandonment Issues and Split Closings. Lastly there will be a guest speaker from the Internal Revenue Service who will speak about the IRS Criminal Investigation of Real Estate Fraud. You can still sign up for November 7th on-line at www.milta.org.

CONTACT

Jill Smalldon 616-820-7282 - jsmalldon@lighthousegroup.net or MLTA 517-374-2728 with any questions, comments, or if you would like to contribute.

Get to know your fellow MLTA members.

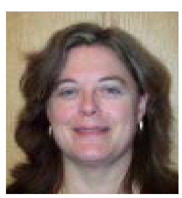
Doug McFarlane

President
IBT Title and Insurance Agency, Inc.
Mt. Pleasant, Michigan

I have been in the title business for nearly 30 years serving the past three years on the board of directors of the Michigan Land Title Association. This past July I was installed as Secretary/Treasure of the association, and have served on the Membership Committee throughout this period.

I have a small wood shop that keeps me happy in the winter (I have all my digits by the way), and although I have a very nice variety of power tools I don't know how to use any of them very well… but I <u>am</u> learning. While my wood shop keeps me going in the winter, it is fishing, hunting and being outdoors that make me happy in the summer. A drop in mortgage interest rates can make me happy anytime.

Sarah Maddox Sutton



State Agency Manager - Michigan
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<u>**MLTA Involvement:**</u> Member of Education Committee; Member of Special Committee: Continuing Education & Education Designation Program Committee

<u>**Personal Interests:**</u> Gourmet Cook; Morel Mushroom Hunter; Avid Outdoorswoman; Writing; Reading

If you have a love and passion for the title business, the Michigan Land Title Association is a group whose membership is devoted to Michigan's title insurance "world". There are many fine people working on a number of levels to better our industry and support (legal, politics, education, etc.). Those in the title business, wherein you can make lasting business and personal friendships and is an organization worth belonging to and participating in. This is a fine group of people to be associated with that promotes professionalism, respect and friendship throughout the state.

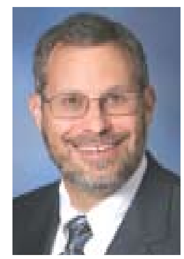
Bob Meredith

State Agency Manager
LandAmerica Financial Group, Inc.
Grand Rapids, Michigan

MLTA affiliations include: Chaired Membership and Convention Committees and Immediate Past-President.

In my free time I enjoy golfing and fishing. I am a Detroit Tiger baseball fan and enjoy attending my daughter's horse shows.

Gregg A. Nathanson, ESQ



. COUZENS, LANSKY, FEALK, ELLIS, ROEDER & LAZAR, P.C.
Farmington Hills, Michigan

<u>Bar Admissions:</u> 1985, New York; 1986, Michigan and U.S. District Court, Southern District of New York and Eastern District of New York; 1988, U.S. District Court, Eastern District of Michigan and Western District of Michigan. Licensed Real Estate Broker.

<u>Education:</u> University of Michigan (B.A., with distinction 1980); New York University School of Law (J.D. 1984).

<u>Practice Areas</u>: Real Estate, Environmental, Corporate, Finance and Business Law.

<u>Editor:</u> Michigan Residential Real Estate Transactions (2000), Institute of Continuing Legal Education (ICLE).

<u>Author</u> of many publications including: Commercial Board of Realtors Newsletters (2005, 2006); American Bar Association Real Property Law Journal (2002); Michigan Bar Journal (2001); The Title Examiner (1999); Michigan Real Property Review (1994).

<u>Speaker</u> at several events including: Real Property Law Section; Michigan Land Title Association; Commercial Board of Realtors Synergy Conference.

<u>Member of many organizations including:</u> State Bar of Michigan: Member of Real Property Law Section Governing Council; Michigan Land Title Association; ICLE Real Property Law Advisory Board; Commercial Board of Realtors; former member of Habitat for Humanity of Michigan Board of Directors.

2007 MLTA Recipient of the Robert J. Jay Award.

Legislature & Governor Hike Taxes

by Tim Ward, JD, Michigan Legislative Consultants

Finally, after weeks of heated debate and threats of a government shutdown which turned into a brief but stark reality, the Michigan Legislature was able to come to an agreement satisfactory to both parties.

The state's shutdown, which lasted a total of four hours, was brought to a close early Monday morning at about 4:20 a.m. with the Senate winning immediate effect on HB 5198. Though the shutdown was short-lived, many state residents were affected. Work crews closed state freeway rest stops and many state parks and campgrounds were cleared out Sunday night due to the awaiting shutdown. While these effects are considered less severe, it did affect those Michigan residents wishing to get an early start on this year's hunting season which opened October 1st.

Because the state budget was not completed by midnight Monday, the state did officially shut down. However, it went back into operation shortly after when Granholm signed and sealed a 30 day continuation budget.

The two key revenue components are an increase in the State's income tax from 3.9% to 4.35%. The increase in the state's income tax is expected to raise $765 million of the estimated $1.75 billion deficit.

An even more significant change in state policy is the massive sales tax on services. Approximately $600 million in revenue is expected from this new tax. There is now a list of services that are taxed providing future state governments the opportunity to ride the slippery slope to adding more services to the list. The tax on services is projected to raise approximately $411.2 million for the general fund of the current fiscal year and another $202.6 million for School Aid.

These services are identified as being "discretionary" and include services such as document preparation, landscaping, security systems, service contracts, investment advice, bail bonding, and consumer buyers. The single largest taxed service introduced will be on consulting services. To view the complete list of services covered in HB 5198 go to www.legislature.mi.gov and for the NAICS Industry code visit www.census.gov/eos/www/napcs/napcstable.html

ABSTRACTIONS

● Sad to say – but sometimes it seems that if it wasn't for bad news, there would be no news at all. For example, the chief economist for the **Mortgage Brokers Association, Doug Duncan**, reports that mortgage delinquencies and foreclosures may not peak for another year nationwide (sorry). According to Duncan, Michigan led the nation in foreclosure starts in the second quarter of 2007 at a rate of 1% of all outstanding loan, essentially unchanged from the first quarter rate. And, only Mississippi (at 9.3%) had a higher overall delinquency rate than Michigan (7.5%).

● While this might not be considered good news, it is a bit of justice. As you know, the title industry rarely makes the news, unless it is in connection with something unfortunate and less than honorable. One such unpleasant news item this past year involved a **major title agent defalcation and embezzlement** in Greenville, Michigan. But, at least justice was served in this instance, with the main perpetrator being convicted and sentenced to jail for five to twenty years! In addition, there is a pending civil action involving her family, relative to the embezzled funds.

● You may have read the article in the last issue of *The Title Examiner* about **Tim McDonnell's "flying leap"** in our summer PAC fundraiser – written by Tim himself. It was a fairly extensive accounting of the events leading up to his leap of faith. But, he left out one notable item – the fact that he never informed his wife, Andee, that he was a candidate for the parachute jump, let alone that he was the front-runner (and eventual jumper)! Timmy, you got some 'splainin' to do.

● Just so you know, we are not alone – nationwide housing stats and **new home sales were down** substantially in August, both from the previous month and as much as 20% from August, 2006. Existing home sales in the Midwest, too, were down 5.2% from July and 10.5% from the same time last year. But, housing economists predict a leveling of this decline and the start of an upturn in 2008. We can only hope. At least Michigan finally got a budget resolution...

● In a feeble attempt to be clever and perhaps draw attention to the forthcoming fall seminars on October 17 in Mt. Pleasant and November 7 in Livonia, the co-chairman of the MLTA Education Committee has dubbed the fraud segment (to be presented by an IRS representative): ***CSI Mt. Pleasant/Livonia.*** It should prove to be an interesting and informative presentation.

MICHIGAN ASSOCIATION OF REALTORS®

Residential Sales Statistics
August 2007 YTD

Local Association	2007 Aug sales	2007 YTD Aug # Sales	2006 YTD Aug # Sales	07-06 YTD % Change	2007 YTD Aug Ave Price	2006 YTD Aug Ave Price	07-06 YTD % Change
Alpena, Alcona, Presque Isle Board of REALTORS®	60	**266**	270	-1.48%	**$111,262**	$116,477	-4.48%
Ann Arbor Area Board of REALTORS®	365	**2,110**	2,396	-11.94%	**$251,214**	$265,642	-5.43%
Antrim Charlevoix Kalkaska Association of REALTORS®	42	**299**	321	-6.85%	**$214,557**	$217,969	-1.57%
Battle Creek Area Association of REALTORS®	148	**847**	913	-7.23%	**$121,354**	$124,147	-2.25%
Bay County REALTOR® Association	152	**984**	841	17.00%	**$94,816**	$106,220	-10.74%
Branch County Association of REALTORS®	37	**284**	346	-17.92%	**$104,126**	$112,737	-7.64%
Central Michigan Association of REALTORS®	83	**567**	623	-8.99%	**$104,293**	$109,935	-5.13%
Clare-Gladwin Board of REALTORS®	91	**421**	406	3.69%	**$90,633**	$91,018	-0.42%
Dearborn Board of REALTORS®	160	**1,223**	1,340	-8.73%	**$137,515**	$147,639	-6.86%
Detroit Board of REALTORS®	697	**4,975**	4,855	2.47%	**$43,186**	$63,288	-31.76%
Down River Association of REALTORS®	293	**2,181**	2,484	-12.20%	**$122,865**	$138,217	-11.11%
Eastern Thumb Association of REALTORS®	148	**927**	929	-0.22%	**$141,668**	$155,191	-8.71%
Eastern U.P. Board of REALTORS®	37	**207**	217	-4.61%	**$95,940**	$119,049	-19.41%
Emmet Association of REALTORS®	63	**349**	400	-12.75%	**$272,546**	$324,177	-15.93%
Flint Area Association of REALTORS®	476	**3,280**	3,385	-3.10%	**$110,477**	$122,852	-10.07%
Grand Rapids Association of REALTORS®	1082	**7,872**	8,317	-5.35%	**$151,270**	$157,975	-4.24%
Greater Kalamazoo Association of REALTORS®	399	**2,738**	3,048	-10.17%	**$155,772**	$162,802	-4.32%
Greater Lansing Association of REALTORS®	535	**3,529**	4,129	-14.53%	**$144,944**	$150,329	-3.58%
Hillsdale County Board of REALTORS®	39	**317**	310	2.26%	**$104,445**	$109,425	-4.55%
Jackson Area Association of REALTORS®	191	**1,116**	1,181	-5.50%	**$118,737**	$137,093	-13.39%
Lapeer & Upper Thumb Association of REALTORS®	67	**402**	466	-13.73%	**$134,678**	$141,450	-4.79%
Lenawee County Association of REALTORS®	94	**740**	810	-8.64%	**$135,747**	$142,233	-4.56%
Livingston County Association of REALTORS®	223	**1,356**	1,539	-11.89%	**$209,263**	$236,638	-11.57%
MCAR Oakland	559	**3,916**	4,469	-12.37%	**$213,691**	$234,599	-8.91%
MCAR Macomb	2216	**14,130**	14,421	-2.02%	**$137,765**	$160,716	-14.28%
Mason-Oceana-Manistee Board of REALTORS®	104	**573**	551	3.99%	**$130,659**	$137,074	-4.68%
Midland Board of REALTORS®	119	**640**	659	-2.88%	**$160,369**	$162,895	-1.55%
Monroe County Association of REALTORS®	123	**825**	884	-6.67%	**$167,771**	$176,016	-4.68%
North Oakland County Board of REALTORS®	364	**2,187**	2,192	-0.23%	**$198,478**	$190,888	3.98%
Northeastern Michigan Board of REALTORS®	73	**398**	537	-25.88%	**$94,245**	$97,952	-3.79%
Paul Bunyan Board of REALTORS®	144	**777**	834	-6.83%	**$111,206**	$113,894	-2.36%
Saginaw Board of REALTORS® **	165	**1,237**	1,292	-4.26%	**$98,274**	$108,711	-9.60%
Shiawassee Regional Board of REALTORS®	65	**440**	437	0.69%	**$101,871**	$114,391	-10.95%
Southwestern Michigan Association of REALTORS®	340	**2,088**	2,380	-12.27%	**$195,864**	$189,255	3.49%
St. Joseph County Association of REALTORS®	69	**521**	567	-8.11%	**$115,374**	$118,983	-3.03%
Traverse Area Association of REALTORS®	248	**1,605**	1,672	-4.01%	**$198,710**	$212,224	-6.37%
Upper Peninsula Association of REALTORS® *	269	**1,476**	1,466	0.68%	**$104,080**	$104,580	-0.48%
Water Wonderland Board of REALTORS®	120	**765**	784	-2.42%	**$133,449**	$138,714	-3.80%
West Central Association of REALTORS®	102	**678**	690	-1.74%	**$105,585**	$107,131	-1.44%
West Michigan Lakeshore Association of REALTORS®	444	**3,140**	3,003	4.56%	**$159,401**	$165,317	-3.58%
Western Wayne Oakland County Association of REALTORS®	900	**5,764**	6,107	-5.62%	**$209,618**	$219,012	-4.29%
TOTALS	11906	**78,150**	82,471	-5.24%	**$141,652**	$151,338	-6.40%

***Escanaba, Iron Mountain, Keweenaw, Western Upper Peninsula, and North Central Upper Peninsula**

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The 2006 ALTA Forms:

What's New, Different or the Same Compared to the 1992 Forms

The first thing you may notice about the new forms is that the area in the policy that lists the policy coverages, now in a section called Covered Risks, is much longer. The prior owner's policy form, for example, contained only four covered risks, whereas the new 2006 form contains ten. The 1992 loan policy contained 8 (or 9, if ALTA Form 1 (Street Assessments) coverage was included), whereas the new form contains 14.

At first glance, this may seem like coverage is being greatly expanded. In fact, many – though not all – of these changes merely reflect an attempt to clarify policy coverage and to locate the covered risks in one section of the policy. Under the prior policies, several of these coverages were not stated explicitly or, if they were, were specified in the Exclusions From Coverage/ section as being a matter that was excepted from the Exclusion, making it unclear what in fact was covered. The Covered Risks section attempts, to the extent possible, to better clarify exactly what is covered and to locate those matters in one section of the policy.

The first covered risk insures against title being vested other than as stated in Schedule A. This coverage remains the same as in the prior policies.

The second covered risk details many matters that were generally considered to be covered by the prior policies, but were not necessarily explicitly stated in the coverage. Among the covered risks are forgery, fraud, undue influence, duress, incompetency, incapacity, impersonation, lack of authority to convey, defects in a document's execution, acknowledgement or delivery, failure to create a document by electronic means, invalid powers of attorney, improper recording, defective judicial proceedings, and unpaid real estate taxes and assessments. Subparagraph (c), however, is new. It affirmatively provides coverage over matters that would be disclosed by a survey. The important thing to remember is that if you do not obtain a survey, a Schedule B exception may be required. If a survey is submitted, it must be reviewed by the title department and any specific matters disclosed thereby must be raised as specific Schedule B exceptions.

As in the prior policy forms, unmarketability is a covered risk. It should be noted, however, that the definition of unmarketable title now includes not only prospective purchasers, but also prospective lessees and lenders.

Covered Risks 4 though 8, regarding lack of access and, to the extent disclosed by the public records, zoning violations, exercise of police power, eminent domain actions, and governmental takings, were presumed covered under the old forms, but were shown as an exception to Exclusions.

Covered Risk 9 pulls together matters that were previously in various sections of the policy and, in essence, provides coverage over the creditors' rights risk for any transfer in the chain of title prior to that of the named insured. Note also that recording the deed must be timely (within 30 days of closing) and that the deed must otherwise give constructive notice to third parties.

Covered Risk 10 provides insurance over matters that occurred in the gap, if any, between the Date of Policy (or closing) and the date that the insuring documents were actually recorded. If your operation uses the closing date for the Date of Policy, keep this provision – and the fact that the insured obtains coverage through the date of recording - in mind.

Covered risks for the loan policy are much the same as in the 1992 version and in the new owner's policy form. Covered Risk 9 insures against the invalidity or unenforceability of the insured mortgage. Covered Risk 10 insures the priority of the insured mortgage, and Covered Risk 11 provides mechanics' lien coverage. Any mortgage assignment shown in Schedule A is insured by Covered Risk 12, and Covered Risks 13 and 14 deal with creditors' rights and gap coverage.

Finally, note that the Company is also obligated to pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against, to the extent provided in the Conditions. These amounts are all in addition to the stated policy liability.

Schedule A of the policies is essentially the same as the prior versions. It shows, among other things, the Amount of Insurance, the Date of Policy, the Name of Insured, the estate or interest being insured, who holds title and the legal description. In addition to these mattersSchedule A of the loan policy also describes the mortgage being insured. There are, however, three important differences between the new Schedule As and those in the 1992 policies,

First, the name and address of the title company must be provided. For direct operations, this should be the name and address of the title office issuing the policy. This allows customers to address general questions directly to the relevant office (and may create a source of potential new orders). Second, the address(es) of the property being insured are entered. Third, Schedule A of the Loan Policy provides for the incorporation of certain ALTA endorsements, merely by checking the line beside those endorsements being incorporated into the policy.

Note that if you're issuing the ALTA 8.1-06 (Environmental Protection Lien) Endorsement, any relevant state statute(s) must be entered. If you're issuing one of the Location Endorsements (ALTA 22-06 or 22.1-06), the type of improvement must be entered. The street address of the property is the same as was shown on Schedule A. Endorsements not listed in Schedule A must still be physically attached to the policy. Use Schedule B to list any exceptions from coverage. No changes have been made to this part of the policy.

The Exclusions from Coverage are largely the same as in the current versions of the policies. Among the matters not covered are zoning violations and condemnation actions, provided there are no recorded notices in the public records, matters created by or known to the insured, and matters attaching or created after the Date of Policy. Much of the language in this section of the policy has merely been simplified or modified to reflect the changes in references to other parts of the policy.

The Conditions section of the policy, previously called the Conditions and Stipulations, contains, as before, the definitions and details of the insurance contract. It delineates the rights, duties, and obligations of both the insurer and the insured. As with the prior versions of the policies, Condition 1 contains definitions of the terms used in the policy, and Condition 2 provides that the insurance will continue so long as the insured owner or lender retains an interest in the land.

Condition 3 requires that all notices of claim must be given to the Company in writing. If they fail to provide prompt notice, the Company's liability may be reduced to the extent of harm caused by the delay.

Condition 4 provides the circumstances under which the insured must provide us with proof of loss, and Conditions 5, 6, and 7 deal with the Company's rights and obligations to defend and prosecute actions, the duty of the insured to cooperate, and the Company's options to pay or otherwise settle claims.

The remaining Conditions deal with various aspects of determining the extent of liability and payment of loss.

One important difference in the new forms is that the definition of Insured has been broadened. It now includes successors to an insured entity by its conversion to another kind of entity and other types of wholly-owned transferees. Previously, some courts have held that when, for example, a named insured LLC transferred property to its members, coverage under the policy did not extend to the new members since, technically, they did not fall within the prior definition of insured. In response, some customers requested special coverage, a Fairway Endorsement, so that such successors would be considered insureds. The new expanded definition should help to eliminate requests for the Fairway Endorsement.

Condition 8 of the 2006 policies provides that if the title insurer is unsuccessful in defending the insured's title, the amount of insurance is increased by 10%. This is intended to provide some additional protection to insureds who need to wait while a claim is resolved. In addition, it should be noted that prior policies contained coinsurance provisions whereby if the insured did not obtain insurance for the full value of the property, the insurer, in effect, would be liable to pay only a portion of a loss. The 2006 policies do not contain coinsurance provisions.

Condition 13 has been reworded somewhat to make it clear that when a claim is settled, the title insurer is automatically subrogated and entitled to the rights of the insured. (Cont. on next page)

This means that, when the Company pays and settles a claim, the Company can then stand in the shoes of the insured to try to make itself whole by suing or otherwise trying to enforce whatever rights the insured might have had against other persons or property.

The 2006 policies increase from $1,000,000 to $2,000,000, the maximum amount in dispute by which either the insured or the title insurer can force the other into arbitration. While some customers may balk at this increase, it should be noted that the increase is, in effect, merely a recognition of inflation that has occurred since the 1992 policies were adopted.

Also, the rules under which the arbitration will proceed have changed from the rules of the American Arbitration Association to ALTA's own arbitration rules. ALTA's arbitration rules limit the use of class actions, and this provision – along with the increase in the arbitration threshold amount - are two matters which may decrease coverage under the new policies.

Another potential issue is the limitation on the forum for bringing suit or arbitration under the policy. The new policies make clear that, in construing the provisions of the policy, a court or arbitrator must use the laws of the jurisdiction in which the land is located. In reality, this may not be much of a detriment, since most actions against insurers are already filed where the property is located.

The prior policy forms provided, in effect, that when the policy insured multiple parcels that were not part of the same site, loss on one parcel would be paid on a pro rata basis, comparing its value to the other parcel(s). The new policies contain no similar provision, meaning that the insured is given the benefit of up to the total amount of insurance even if the loss affects only one of the parcels.

Additional major benefits of the new loan policy include the following: funds disbursed after the policy date are now recognized as an element of damages to the extent they're secured by applicable law, various penalties and exit fees (fees that are due at the termination of a loan or lease) are now included as elements of damages if they are valid under applicable law and non-cumulative liability recovery limitations for junior mortgages have been removed.

ALTA also revised its endorsement forms in 2006. The revisions update some language to reference the language and other provisions of the 2006 policy forms. Endorsements associated with the 2006 policy forms have an "-06" suffix following the endorsement form number. Parallel ALTA endorsements for the 1992 policies do not have "-06" appended to the endorsement number. When issuing ALTA endorsements with the 2006 policies, make sure that only those with the "-06" suffix are included.

ALTA Launches New Consumer Web Site

by Lorri Lee Regan, ALTA Director of Communications

ALTA has launched a new consumer Web site that will be a valuable tool for ALTA members to use with Realtor, lender and consumer clients. It will also help Congress, HUD, the NAIC and state regulators have a better understanding of the value we bring to the closing process.

Earlier this year, the title industry received a report from the Government Accountability Office (GAO) based on its year-long review of the title industry and how it works. In the report, the GAO made several recommendations to HUD, including improving consumers' ability to comparison shop for title insurance.

Although the recommendations were directed at HUD, ALTA heard the message that is needed to do a better job of educating consumers about the closing process, title insurance, and the value we provide. To accomplish this, ALTA has launched a new website www.homeclosing101.org specifically for consumers.

Escrow Account Reconciliation

by Shelly J. Fears, Vice President, Sales and Marketing, TSS Software Corporation

Introduction: Title agency owners and managers know their daily priority is generating revenue. Production activities are designed to help their businesses realize full potential and keep them on a path of sustainable growth.

Administrative tasks such as reconciliation activities performed in-house, are non-revenue producing efforts. Accounts reconciliation is also, regrettably, among an agency's most time-consuming and often neglected functions. Any number of factors—the lack of in-house expertise, personnel shortages, or the laborious nature of the reconciliation task itself—contribute to a history of poor accounting practices that could put a business in crisis.

Whether performed in-house or outsourced, timely and accurate reconciliations protect your business investment, placing you in better control of your business.

A Necessary Evil: Reconciliation is a necessary task to satisfy requirements of your outside state regulatory agencies and your underwriters. Illegal practices such as mortgage fraud have led to increased legislative and regulatory scrutiny of the title and mortgage industries. If you fail to perform timely and accurate reconciliations, your business will bear the full financial impact of any losses arising out of fraudulent transactions against your trust accounts.

When a title agency fails an underwriter audit, it has a limited time frame in which to correct the errors or risk being fined or closed down. Most banks will only reimburse fraudulent transaction claims if the claim is discovered and brought to their attention within 30 to 60 days. Many agencies don't realize this limitation.

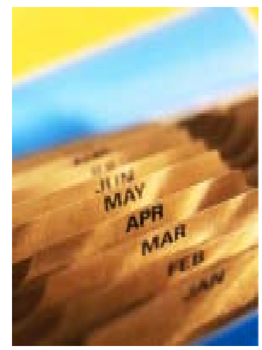
Those agencies that balance their accounts in-house are familiar with the challenges of reconciliation. Bank charges, bank errors, returned items, and changes made at the table or following settlement can make for a frustrating experience. The tedious tasks of clearing checks, wires, deposits, and bank adjustments are time-consuming for many managers whose expertise is often in another area of the business. It's no wonder the task frequently goes undone.

Weighing the Benefits: Underwriters and other state regulatory agencies strongly recommend balancing your trust accounts on a regular basis, monthly at a minimum, and preferably weekly or even daily. Most professional services provide a comprehensive reconciliation of your bank account to the bank statement in addition to what's best known as three-way reconciliation—book to bank, trial balance, and outstanding checks and deposits—as required by your underwriters.

Quality Assurance: Title agencies need to reconcile all accounts that could contain errors and post all necessary adjustments in a timely manner instead of allowing external auditors to identify problems during a review. Escrow account reconciliation services act as a quality assurance measure to identify and then to correct errors in a pre-audit time frame, substantially reducing escrow losses and alleviating uncertainty and anxiety for the title agency staff.

A "Disinterested" Third Party: Escrow accounting best practices indicate that the person reconciling the account should not be a signer or a disburser on the account. Unfortunately for small agencies, this more or less disqualifies everyone that works there. In these cases, the involvement of an objective third party is becoming increasingly attractive to underwriters and state auditors for safety and fraud prevention since it eliminates the possibility of internal manipulation of funds.

Cost, Convenience, and Coaching: Sometimes escrow accounting problems result from poor accounting practices or simply a lack of training or knowledge in escrow accounting procedures. Some reconciliation service companies offer basic and advanced reconciliation classes or Webinars to assist your in-house staff with escrow reconciliation concepts such as fixing out-of-balance errors, researching reconciliation discrepancies, and correcting complex item issues. This type of training should be reserved for staff members who have the acumen and time to devote to solving reconciliation issues.



BOARD BIZ

by Douglas McFarlane, Secretary/Treasurer MLTA

• Effective September 6, 2007 the State of Michigan enacted legislation which provides that the registers of deeds shall not receive for recording any instrument or reproduction of any instrument (including affidavits), unless the first 5 digits of any social security number appearing in or on the instrument are obscured or removed. Discussions between the legislators, representatives of the registers of deeds and representatives of the MLTA resulted in an understanding that this new legislation will not impact the time that it takes to take off for those title agents and companies that are purchasing copies in bulk. If any MLTA member experiences any delays attributed to this new requirement, they should immediately contact any board member of the MLTA or the MLTA office.

• **Dues** - MLTA Board has approved a change to dues payments that will take effect in January 2008. Currently dues must be paid in January. We realize that is not a convenient time for the title industry. We are changing the billing date to July 1st for each year going forward. 2008 may be a bit confusing. The payment schedule will be as follows:

January 31st - 50% of dues must be paid (to cover the months of January-July)
July 1st - 100% of dues must be paid (to cover July 2008-July 2009)

• MLTA Board accepted the resignation of John Tacia from the Board of Directors due to the fact he is not longer with Stewart Title. The board has appointed Margo Hannum of United General Title to fill John's remaining months as a board member, this term expires in July 2008.

• **Website Change** – MLTA will be rolling out a new website that is designed to be more graphic appealing and give the membership and public more information on the title industry. The member's portion will allow you to manage your company and MLTA member information directly. It will also feature multiply ways to find an MLTA member by name, county, company or personal name. The site is still under construction but your input is important prior to "going live". To view this website in an off service situation use the following:

Website: http://milta.associationsonline.com
Login: chris@kindsvatterassociates.com
Password: chris
Please let us know your suggestion by
calling Chris Kindsvatter at MLTA offices 517-374-2728
or emailing chris@KindsvatterAssociates.com

Welcome New Members

Russell Franchi Watermark Title Group, LLC *(Northville)*

Peter M. Schneiderman, President Peter M. Schneiderman & Associates, PC *(Southfield)*

ON THE MOVE...

Lighthouse Title Group Recognized by Entrepreneur Magazine

Founders: Renee' Rycenga, Bob Wuerfel & Jeff Beyer

Lighthouse Title Group, of Holland, Michigan is the nation's only title agency to be added to *Entrepreneur* magazine's Hot 500 List. Only 95,000 businesses nationally - or 0.5% of the 19 million businesses - met the criteria.

Allan Dick will now be hanging his hat as the Chief Operations Officer at **Best Homes Title** located in Southfield, Michigan. Congratulations Allan on your new venture.

If your firm would like to share information in this section contact jsmalldon@lighthousegroup.net.

Walter Quillico, past president of the MLTA, is chairing the Abstractors and Agents Committee and is determined to render it an important and useful committee of the MLTA. He is seeking MLTA members to volunteer to serve on the committee. Contact Walt at: wquillico@hometitleconnect.com or call him at 248-936-5180.

MIND CAPTURE MARKETING:

Voicemail Magic

by Tony Rubleski - President, Mind Capture Group

Having spent over a decade successfully advertising to hard reach decision makers via the telephone I can tell you that getting good on the phone will save you a lot of time, frustration and produce more sales for your business. Everyone has a phone but very few are good at using it as a powerful marketing tool.

Are you continually challenged by what I call "voicemail hell"? If you're like most people you answered 'YES'! If I could get every phone call and voice mail message returned I'd be a very, very rich person. While that's simply impossible, here are a couple of techniques that WILL greatly increase your chance at success and increase the number of call backs you receive. While designed to make life easier and make us more productive, we all know how frustrating voice mail can be in the communication process and in particular when prospecting for new sales. Buckle in, bring an open mind and let's begin.

Here are 2 simple, yet highly effective voice mail techniques that will help you get more calls returned and build your business:

#1: The idea message. We're always on the lookout for new ideas on improving our lives, saving time, making more money and helping others. Pure human nature at work. I recommend you become an "idea champion" when leaving messages.

Example: Say you market health insurance to local small business owners. You're calling on a small floral shop owner. You get the standard reply from the person answering the phone, "Fred's not available, would you like to leave a voice mail message?" You say yes and proceed. Here are a couple of sample messages you can adapt and modify to increase the chances of getting a return call.

"Hi Fred. This is Tony Rubleski at 616-555-1212. I'm located right here in town and had a couple of ideas I wanted to share with you regarding the number one headache most local businesses have and a couple of new ways to solve it. I promise, I'll only take a couple of minutes because I know you're incredibly busy. I'll be at my office for the next two hours at 616-555-1212."

"Hi Fred. This is Tony Rubleski at 616-555-1212. I have a quick idea that I wanted to run by you that could make you and your staff quite happy. I'm not kidding. Many other local businesses were amazed after we discussed a couple of new options to improve their business. I'll be available until 10:30a.m. at 616-555-1212."

Why does this message often get 'Mind Capture'? Simple. Curiosity makes us think, wonder, and ask questions in our mind. New ideas spark our imagination. In addition, we're not revealing excessive amounts of information so a person can make a snap, impulse decision based on a long, drawn out voice mail message.

Please note: I'm not advocating deception here. You're goal is to get a return call and quickly, as promised, share the idea(s) to determine of there might be a reason to discuss or set up a meeting to discuss your company, product or service in greater detail. People's biggest fear is that you're going to waste their time so the message must be congruent and promise a quick outcome.

You'll also note that I put my phone number at the front of the call, mentioned the local connection and that I would only need a couple of minutes. This makes it easier and less threatening for the person to call me back.

#2. The "quick question" message. I can vividly remember a few years ago when I'd just hung up the phone after leaving a voice mail message and a fellow colleague looked at me with a huge grin and asked, "Let me guess, you've got a quick question?" I laughed out loud because he picked up and pointed out to me one of my favorite techniques for getting a lot of return calls.

Example: Say you're marketing advertising services to local restaurant owners. The prospect you're calling on is a pizza shop. You're calling one hour before they open and get voice mail. Here are a couple messages you could use to increase your odds of a quick return call.

"Hi Mike. This is Tony Rubleski at 616-555-1212. I'm calling from Spring Lake and had a quick question about one of the recent coupons you sent me. If you could give me a quick call back at 555-1212 when you open later this morning, I'd greatly appreciate it. Thanks!"

"Hi Mike. This is Tony Rubleski at 616-555-1212. I had a quick question regarding your billboard on US-10 that I hoped you could answer for me. I'll be in until about 11:30 a.m. Thanks!"

Why does the quick question voice mail strategy produce MIND CAPTURE and return calls?

1. It build curiosity.
2. It suggests that we need help to get a question answered.
3. It doesn't imply a big time commitment on the prospects part.
4. It offers a great segway (assuming you've honestly explained why you had the question) to discuss what you provide and how it can possibly help their business based on the question(s) you ask them related to your message.

Remember to also make sure you leave your phone number at the beginning of the call and speak s-l-o-w-l-y so they can easily write down your contact information and not skip ahead because they can't decipher or hear what you're saying.

By understanding the importantance of getting good on the phone and leaving great voice mail messages you'll see great breakthroughs within your telephone efforts. I'll leave you with some good math to compel you to take action. If you get just five more return calls per week over an average of 50 weeks in a year, that's 250 additional opportunities you didn't have before. If you convert just 10% of these prospects that equals 25 new sales per year.

Closing Protection Letters

by Sarah Maddox Sutton, State Agency Manager - Fidelity National Title - Michigan

The early 1960's saw the first versions of Closing Protection Letters (CPL's). Up until the last few years, title agents called or faxed to their underwriter, requesting a CPL for their transaction. The customer requests for CPL's in Michigan really took off around the 1990's when the refinance boom hit. Underwriters employed people who did nothing but produce these letters – day in, day out. This was an overwhelming task due to the volume. Technology improved, wherein an agent could access a web based system and type in the transaction information to produce a letter right off the underwriter's website. Today, many systems allow the agent to email copies directly to their customer.

The real question about CPL's these days in Michigan, is whether or not a CPL (a/k/a Insured Closing Letter) is a form of insurance? And if determined to be so, should it have a premium cost associated with it? The State of Ohio recently adopted rules that require a written disclosure be given to the parties in a transaction (buyers and sellers) offering CPL coverage for a premium. Under the Ohio regulation, the disclosure must be signed, acknowledging that the coverage is available and was offered, should they wish to purchase it. Effective January 1, 2007 the Ohio Department of Insurance, presented it's new rate rule and the premium charge for CPL's which consists of $35.00 for a lender; $50.00 for sellers; $15 for buyers/borrower's; and $15.00 for each additional applicant for insurance (minimum is $35.00). The entire CPL premium is remitted to the title underwriter. Of course, there were also changes to the language in the approved CPL for Ohio, which created greater underwriter liability and as such, justified the premiums for CPL's. Other states have adopted premiums for the issuance of the Closing Protection Letter as well. I present this information as food for thought on changes occurring in other states and consideration for a change in Michigan.

Because title agents are typically authorized, through agency agreements/contracts with their underwriters, to sell title insurance policies and recite within that the agent is "an agent solely for the purpose of issuing title insurance commitments and policies", and *explicitly* state that the agent is not the title company's agent for the purpose of conducting settlements or performing escrow services, the demand for CPL's grew as agents took on more and more of the closing role for lenders.

Title agents also act separately from their underwriter's in their performance of services, as the agent for the lender, buyer and/or seller, pursuant to instructions from those "principals", in connection with the escrow closing of the transaction, relative to the property insured in the title insurance commitment/policy prepared by the agent. Closing instructions take on many forms (i.e. lender closing instructions; purchase agreements; escrow agreements, etc.). An Agent must adhere to these written formats between the parties, closing in accordance with them, along with meeting the requirements in the title commitment. A lender who also wants the title insurer to be responsible for the agent's acts in connection with escrow closing activities and services must separately "contract" with the title insurer (underwriter) for such additional protection by requesting an "insured closing letter" or "closing protection letter" from the agent's underwriter named in the title work. Lenders are the driving force in requiring closing protection letters due to the agency-principal relationship existing between a title underwriter and a policy-issuing agent Closing protection

letters specifically apply to escrow closing activities and services performed by title agents. CPL's are not issued on behalf of independent closers over whom the title company has no control. An "Issuing Agent" is defined as "an agent authorized to issue title insurance for the title insurance company". CPL's are a standardized type of indemnity agreement given to individually named lenders. A CPL recites specifically the conditions under, and the extent to which, title insurers will accept liability for the acts or omissions of their agents. Most often, it generally applies only with respect to the particular transaction, although title insurers in some circumstances will issue a "general" or "blanket" closing protection letter that is not transaction specific (not legal in all states) which would protect a particular lender in connection with escrow closing activities and services involving a designated agent. In a thumbnail sketch, the letter provides that the title insurance underwriter will reimburse the party named in the letter (when the customer is purchasing the title company's policy) for losses incurred under certain conditions and as the result of certain actions or inactions by the approved agent. It provides that the customer's legal recourse against the title insurer is limited to and defined by the provisions of the letter with respect to such losses. For instance, CPL's are intended to indemnify lenders solely against losses incurred as the result of: *(Example)*

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of such title documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or

2. Fraud of said Issuing Agent or Approved Attorney in handling your funds or documents in connection with such closings to the extent such fraud affects the status of the title to said interest in land, or the validity, enforceability or priority of the lien of said mortgage on said interest in land.

Closing protection letters *do not* provide coverage for such matters as: failure of the documents to comply with applicable state or federal laws or regulations (including environmental, land use, lender regulation, and zoning) or facts and circumstances regarding the closing or the parties to the closing. The American Land Title Association (ALTA) developed a Closing Protection Letter back in 1987 in an effort to afford the title industry a standardized "product". Today, there are many different versions relative to the language of CPL's offered by underwriters. Some states prohibit title companies from issuing the "standard form" of CPL coverage, as those states will not allow title underwriters to insure anything other than actual title to real estate.

There seems to be a trend today, wherein underwriters are acknowledging a tremendous increase in claims related to the CPL as opposed to actual coverage in title policies. The essence of the closing protection letter creates an extension of the title underwriter's liability, which would otherwise be limited to the title insurance policy. The additional protection afforded by the CPL must be specifically requested by the customer. The coverage is defined exclusively by the terms and provisions of the letter, which is separate from the title policy coverage. The protection afforded under a CPL is strictly limited to the parties designated within, and typically applies only with respect to the "transaction specific" property/closing for which the letter is furnished. Will a CPL be viewed in the future as an "insurance product" by Michigan's title insurance regulating authorities? That is a question waiting in the wings.

Everything You Always Wanted to Know About the PAC; But, Were Afraid to Ask!

by Tim McDonnell, Agency Operations Manager - Stewart Title

It seems like every year the MLTA-PAC is asking for more and more money. They hold crazy fund-raisers, 50-50 drawings and just plain ask for money for the PAC! But, just what is a PAC? Why does the MLTA have a PAC? Where does all that money go? Who decides where the money goes? How do we decide who we support with that money? Why should I support the MLTA-PAC? These are just a few of the excellent questions that members of the PAC Committee are asked on a regular basis.

What is a PAC? PAC is an acronym for Political Action Committee. A political action committee is a committee formed by a business, industry, labor organization or other special interest group. This committee is charged with the function of raising contributions from the organization or special interest group members. The funds raised by the political action committee are used to make contributions to the campaigns of political candidates whom the group or organization supports. Generally, these would be candidates who 1) have an understanding of the organization or industry making the contribution and 2) will keep the interests of the organization or industry in mind when making decisions on proposed legislation that may have an impact on that organization or industry. Wow! That's a mouthful. In more basic terms, the PAC will use those funds to support political candidates who will be friendly to our industry.

Why does the MLTA have a PAC? The PAC allows the members of MLTA to pool their dollars for political contributions. As we all know, there is strength in numbers. Politicians certainly appreciate any type of support that they receive; however, a contribution from the MLTA-PAC represents support from the several hundred member firms and the thousands of employees at those firms. This speaks loudly in Lansing and helps to get the voice of our organization and industry heard. By supporting candidates through the PAC, the MLTA has increased the recognition of our industry in Lansing. This, in turn, has increased our participation in the shaping of legislation that affects our industry and all of our livelihoods. I think we all agree that is something important!

Where does all the money go? Who decides where the money goes? All funds raised by the MLTA-PAC are placed in a bank account that is overseen by the MLTA Board of Directors. The funds in this account are used to make contributions to political campaigns and fund–raisers. The decisions on who is supported and how much is contributed are made by the MLTA Board based on recommendations from our lobbyist, Tim Ward, and with input from the Legislative Steering Committee. Additionally, many recommendations come from members at large who have relationships with politicians from their local markets.

How does the MLTA decide who we support with that money? The MLTA Board gets several recommendations from Tim Ward and members at large. These recommendations are for candidates from all political affiliations and all areas of Michigan. Every effort is made to make some kind of contribution to all candidates submitted; however, the PAC money has to be budgeted in such a way that we get the maximum bang for our buck! Key factors that are reviewed by the Board when making a contribution to a particular candidate are 1) does the candidate have a good understanding of our industry?, 2) has that candidate been supportive of our industry when deciding on legislative matters in the past?, and perhaps most importantly 3) does the candidate sit on the key Committees that will handle legislative matters that will affect our industry? While all of these factors are important, most of the politicking and formation of new legislation is done at the Committee level in Lansing. When key legislation is being considered that will have an impact on the title industry, the MLTA wants to have input in how that legislative is shaped. Our contributions to members of these key Committees assist the MLTA in getting an audience in Lansing on these matters.

Why should I support the PAC? Good question! Everyday there are changes taking place that affect our business and some of these could have a significant impact on the future of the title industry. Your contributions to the MLTA-PAC will increase the number of politicians that we can support and educate about the title industry and why our business is vitally important to the economy. We want our industry voice to be heard in Lansing and the contributions made by the PAC help to turn up the volume! If you think that all of the above is important to you and the company that you work for, you should definitely support the MLTA-PAC! Every contribution is very much appreciated!

Why Commercial Construction Must Worry About the Housing Market

By B. Candace Beeke, Associate Editor - Business Review Newspaper

As the national economy ebbs and flows, the commercial construction industry is a reactionary market — it goes where it is taken. But some trends affecting the industry may not be so obvious.

Housing is the quiet ulcer already churning acid in the pit of the commercial construction industry's belly, according to Clifford Brewis, Senior Director of Editorial Operations at McGraw Hill Construction's San Leandro, CA, office. "It was just about perfect," Brewis said of the national state of construction during an August 29th visit hosted by Kal-Blue a few weeks ago in Grand Rapids, "because it wasn't too hot and it wasn't too cold." Limited inflationary pressure partnered with robust demand made the temperature feel just about right about six weeks ago, he said. "We had one problem — housing," he said, adding that the economy seemed to have contained that problem, that a downturn in home sales and construction had not affected commercial construction. "Just within the last few weeks, it's probably changed pretty dramatically," Brewis said. "It began to eat away other sectors. The financial sector recoiled in the wake of rampant subprime mortgage losses, even for lenders previously untouched," he said. "It became an extremely cautious environment, money dried up. You're going to continue to see problems like that until housing turns around," Brewis explained.

Whereas commercial contractors have spent the last 12 to 18 months concerned about the costs of delivering labor and materials to a job site, Brewis said, "Now the biggest issue is the cost of money, and the availability of money." While retail has been the strong point in commercial construction the past few years, especially in western Michigan, according to Brewis that will be the next shoe to drop, as consumer confidence wavers following housing struggles.

"Even if you're not in housing construction, housing is very important to you," Brewis said, noting that the residential market influences construction of schools and roads and other sectors. "Right now the thinking on housing is it's really '08 before it starts to turn around. There are even some people saying '09." But the Federal Reserve may aid construction on September 18th, he predicted, by inching down interest rates, which historically have boosted construction activity.

But the strain of increased raw-material prices will continue for the next five to ten years as China surges on with its massive national construction. Going forward, prices will be very erratic. They won't always necessarily be higher," Brewis said. "Demand for materials will be struggling to meet supply. We're going to go through long periods of push-pull trying to reach an equilibrium."

Office construction was one of the fastest growing construction sectors of 2007, Brewis said, including Grand Rapids, which outpaced northern Indiana in that category.

"Retail construction increased in Grand Rapids during 2007," Brewis added, as did hotel construction, in large part because of the J.W. Marriott build downtown. "Hotels nationwide saw a sharp decline but should pick up in 2008," he said. "It looks pretty good the next couple of years," he said.

The multifamily construction is changing dramatically, Brewis reported, with a shift away from the apartment complexes for young adults popular in the 1980s to townhouses and condominiums, which make up 45 percent of the market nationwide. "That growth won't last," he predicted. "Everything except townhouses and condos are quite stable," Brewis said. "Townhouses and condos are experiencing some problems. That segment — downtown urban — is in decline right now. It's going to be a few years before it starts to come back." He predicted a decline in that construction in Grand Rapids, as well.

"Senior housing — seven percent of the multifamily market nationwide — continues to be the fastest-growing segment," he added.

Not surprisingly, health care continues to be a strong spot for Michigan contractors, with the state ranking fifth in the nation last year for square footage started in health care facilities. "It is a very nice steady market in Grand Rapids," he noted. Perhaps more of a surprise, manufacturing construction in Grand Rapids gained compared with 2002. "Most of manufacturing numbers are renovations to existing facilities …," he said.

Test Drive Launched for State License Testing

Michael McNulty, Prometric Vice President, Client Services

For some candidates, the testing process can be stressful and intimidating. Some candidates feel that if they had a chance to participate in a "practice round" they would have been more prepared for the testing experience and therefore would have performed better on their test. Prometric is the first and only test administrator to offer a product like this; Test Drive was created 100 percent with candidate comfort and success in mind

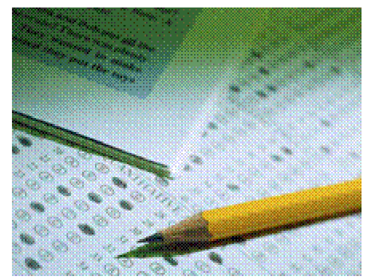
Prometric's *Test Drive* provides candidates with a real world, end-to-end practice run before the date of their scheduled test. In only 30 minutes, candidates will experience a complete run through of the testing experience they will encounter on their actual testing day. During the run through, the candidate will participate in:

- The scheduling and registration process
- The complete check-in process
- An introduction to test center staff and surroundings
- A live 15-minute sample test demonstrating the testing process (non-insurance related questions)
- Preparation for the testing experience - NO ACTUAL TEST QUESTIONS - NO SCORE REPORTING

We at Prometric are excited about offering this program to your candidates, and feel it can add to the success of your program as well.

Please do not hesitate to contact your
Prometric *Test Drive* Representative:
Cristy Sigworth, at 443-455-8085
with any questions you may have,
or simply go to
www.prometric.com
to learn more or register for a ***Test Drive***.

In addition, we would like to stress the ease and convenience of utilizing www.prometric.com to register for and schedule both a ***Test Drive*** and an actual exam. The 800 number is still available, but please encourage your candidates to utilize the web as this will help eliminate wait times for candidates with serious issues that we can address in a timely manner.



2007-2008 MLTA

Committees, Chairs and Goals

The MLTA welcomes and encourages members to become involved by joining an Association Committee. There are several to choose from and join, and additional members are always welcome. Please contact the MLTA office so they can add you to a committee!

- Bob Wuerfel, Editor

Convention Committee:

Tony Viviani – Chair
Mary Lou Hartwell
Diana Parker
Colleen Devlin
Connie Curio
Chris Kindsvatter
Kathe Biggs
Derek Dalling

Goals:

1. To secure locations for upcoming conventions
2. To review price and policies for spouse attendance
3. To review whether a "big name" speaker really increases attendance vs. costs
4. To put together the Mid-Winter Convention in Lansing

Education Committee:

Allan Dick – Co-Chair
Sarah Maddox Sutton - Co-Chair
Bob Wuerfel
Linda Hinshon
Michael Donovan
Gerald Hardebeck
Mike Reynolds
Eileen LaPlante
Dawn Patterson
Gregg Nathanson
Cindy Immonen
Scott Fandre
Carl Mason

Goals:

1. To continue both Spring and Fall seminars in both Mt. Pleasant and SE Michigan
2. To work with the ad hoc committee concerning continuing education and the membership certification program

Audit Committee:

Bob Meredith – Chair
Tony Viviani
Doug McFarlane

Goal: To complete the year-end audit as provided by the bylaws

Abstractors/Agent Committee:

Walter Quillico – Co-Chair
Cathy LaMont - Co-Chair
George Amar
Connie Curio
Mary Lou Hartwell

Goal: To work with small, independent agents in the state to see what issues they may have and how the Board may be able to help

Bylaws & Awards Committee:

Bob Meredith – Chair
Jerome Jelinek
Doug Smith
Bill Robinson

Goals:

1. To select persons to receive awards at the Summer Conference
2. To select recommendations for new Board members to present to KEGS
3. To review the bylaws concerning selection of Honorary Life Members, to provide a description of what exactly that designation means and who is eligible for it

Communications Committee:

Kathleen Savich – Co-Chair (Website)
Bob Wuerfel – Co-Chair (Examiner)
Allan Dick
Darlene Wilsey

Goals:

1. To complete the updates to the website and communicate to the membership to make sure they update their sections of information
2. To complete quarterly issues of the Title Examiner
3. To work with the Public Relations Committee to distribute positive information concerning the membership

Legislative Committee:

Ron Wescott – Chair
Tony Viviani – Liaison
Doug McDougal
Gregg Nathanson
Al Doss

Goal: To review all legislation introduced and report concerns to either the Legislative Steering Committee or the Board

Grievance Committee:

Bob Meredith – Chair
Mary Lou Hartwell
Tony Viviani
Doug McFarlane

Membership Committee:

Gregg Nathanson – Chair
Doug McFarlane – Liaison
Hans Steiner — *Laurie Figley*
Kevin Kossen — *Meredith Weingarden*
Diana Parker — *Thomas L. Leavitt*
Bev Wilfong — *Linda Hinshon*
Bob Meredith — *Lisa Cicinelli*
Connie Curio — *Mary Herman*
Ethan Powsner — *Jilanne Scholtz*

Goal: To investigate and initiate ways to increase the membership and benefits

Political Action Committee:

Tim McDonnell – Chair
Jerome Jelinek
Mary Lou Hartwell

Goals:

1. To raise monies for the MLTA PAC
2. To help institute a new program for pledges during the year
3. To investigate how corporate dollars can be used legally

Public Relations Committee:

Marcy Welburn – Chair
Colleen Devlin
Bob Wuerfel
Chris Kindsvatter
Derek Dalling

Goals:

1. To have an article sent to every board members' local media about the board member.
2. To communicate to the membership that if they are doing or did something extraordinary in their communities then they need to forward this information to the committee so that it can be shared with others and printed in local media and the Title Examiner.
3. To communicate with ALTA if they have a positive article about something that effects the title industry in Michigan, so that it can be placed for publication.

Ad Hoc Committee on Continuing Education:

Cathy LaMont – Chair
Sarah Sutton
Kathleen Savich
Mary Lou Hartwell

Goals:

1. To continue to work towards a Certification Program approved by the Board, including curriculum and requirements for certification of the members.
2. To work with the Education Committee to dovetail education needs of both committees.

MLTA Calendar of Events

2007

Date	Event
November 7th	Fall Education
Seminar	Radisson, Livonia

2008

Feb 27th-28th	Mid-Winter Meeting Radisson, Lansing
TBD	Spring Seminar
July 20th-22nd	Summer Convention Location TBD

The Title Examiner
c/o MLTA
1000 W. St. Joseph Hwy, Suite 200
Lansing, MI 48915

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