



Consumer's Title Company

Home Buyer's Guide

To the Title & Escrow Process in California

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Quick Reference

Your Escrow Number: _____

Your New Address: _____

City/State/Zip: _____

Title Contacts

Title Officer		Email	
Assistant		Email	
Address		Phone	
City/State/Zip		Fax	

Escrow Contacts

Title Officer		Email	
Assistant		Email	
Address		Phone	
City/State/Zip		Fax	



Count on Consumers Title Company

Welcome to the home-buying process. Throughout this process, you can count on Consumers Title Company to guide you smoothly through your transaction and provide expert answers to your questions. **We are happy to serve you.**

SERVICE

Consumers Title Company professionals are proud to provide the title insurance that assures people's home ownership. Backed by Consumers Title Company, your transaction will be expertly completed in accordance with state-specific underwriting standards and state and federal regulatory requirements.

CONVENIENCE

Consumers Title Company has a direct office or agent near you, offering convenient locations in all 58 counties. **We Have California Covered!**

SECURITY

Consumers Title Company places funds in secure banking institutions and maintains detailed internal operating procedures that represent a unique checks and balance system.

COMMITMENT

Consumers Title Company offers more than just title insurance and escrow services. Through our proven systems and detailed process we are committed to proactively protecting you and your clients at every step of the transaction.



Terms You Should Know

Amendments

A change—either to alter, add to, or correct—part of an agreement without changing the principal idea or essence.

Annual Percentage Rate (APR)

The borrower's costs of the loan term expressed as a rate. This is not their interest rate.

Appraisal

An estimate of value of property resulting from analysis of facts about the property; an opinion of value.

Assumption

Taking over another person's financial obligation; taking title to a parcel of real property with the Buyer assuming liability for paying an existing note secured by a deed of trust against the real property.

Beneficiary

Beneficiary The recipient of benefits, often from a deed of trust; usually the lender.

Close of Escrow

Generally the date the documents are recorded and title passes from Seller to Buyer. On this date, the Buyer becomes the legal owner, and title insurance becomes effective.

Closing Disclosure (CD)

Closing Disclosure form designed to provide disclosures that will be helpful to borrowers in understanding all of the costs of the transaction. This form will be given to the consumer three business days before closing.

Comparable Sales

Sales that have similar characteristics as the subject real property, used for analysis in the appraisal. Commonly called "comps."

Deed of Trust

An instrument used in many states in place of a mortgage.

Deed of Restrictions

Limitations in the deed to a parcel of real property that dictate certain uses that may or may not be made of the property.

Earnest Money Deposit

Down payment made by a purchaser of real property as evidence of good faith; a deposit or partial payment.

Easement

A right, privilege or interest limited to a specific purpose that one party has in the land of another.

Endorsement

As to a title insurance policy, a rider or attachment forming a part of the insurance policy expanding or limiting coverage.

Hazard Insurance

RE insurance protecting against fire, some natural causes, vandalism, etc., depending upon policy. Buyer often adds liability insurance & extended coverage for personal property.

Impounds

A trust type of account established by lenders for the accumulation of borrower's funds to meet periodic payments of taxes, mortgage insurance premiums and/or future insurance policy premiums, required to protect their security.

Legal Description

A description of land recognized by law, based on government surveys, spelling out the exact boundaries of the entire parcel of land. It should so thoroughly identify a parcel of land that it cannot be confused with any other.

Lien

A form of encumbrance that usually makes a specific parcel the security for the repayment of a debt or discharge of an obligation. For example, judgments, taxes, mortgages, deeds.

Loan Estimate (LE)

Form designed to provide disclosures that will be helpful to borrowers in understanding the key features, costs and risks of the mortgage loan for which they are applying. Initial disclosure to be given to the borrower three business days after application.

Mortgage

The instrument by which real property is pledged as security for repayment of a loan.

PITI

A payment that combines Principal, Interest, Taxes, and Insurance.

Power of Attorney

A written instrument whereby a principal gives authority to an agent. The agent acting under such a grant is sometimes called an "Attorney-in-Fact."

Purchase Agreement

The purchase contract between the Buyer and Seller. It is usually completed by the real estate agent and signed by the Buyer and Seller.

Quitclaim Deed

A deed operating as a release, intending to pass any title, interest, or claim which the grantor may have in the real property, but not containing any warranty of a valid interest or title by the grantor.

Recording

Filing documents affecting real property with the County Recorder as a matter of public record.

Settlement Statement

Provides a complete breakdown of costs involved in a real estate transaction.



Key Professionals

Involved in Your Transaction

REALTOR

A Realtor® is a licensed real estate agent and a member of the National Association of Realtors®, a real estate association. Realtors® also belong to their state and local Association of Realtors®

REAL ESTATE AGENT

A real estate agent is licensed by the state to represent parties in the transfer of property. Every Realtor® is a real estate agent, but not every real estate agent has the professional designation of a Realtor®.

LISTING AGENT

A key role of the listing agent or broker is to form a legal relationship with the homeowner to sell the property and place the property in the Multiple Listing Service (MLS).

BUYER'S AGENT

A key role of the buyer's agent or broker is to work with the buyer to locate a suitable property and negotiate a successful home purchase.

MULTIPLE LISTING SERVICE (MLS)

The MLS is a database of properties listed for sale by Realtors® who are members of the local Association of Realtors®. Information on an MLS property is available to thousands of Realtors®.

TITLE COMPANY

These are the people who carry out the title search and examination, work with you to eliminate the title exceptions you are not willing to take subject to, and provide the policy of title insurance regarding title to the real property.

ESCROW OFFICER

An escrow officer leads the facilitation of your escrow, including escrow instructions preparation, document preparation, funds disbursement, and more.

Things to Consider

Now That You're A Buyer

HOW MUCH HOUSE CAN YOU AFFORD?

Though you may be willing to spend until it hurts, the name of the game is how much a lender calculates you can afford. Your realtor will put you in touch with a lender that he/she trusts to help you through the financial process of pre-qualifying (targeting the amount that a financial institution will lend you.)

In general, lenders allow your total monthly housing costs to go as high as but not more than 30 percent of your gross monthly income. The second requirement is that not more than 36 percent of your gross monthly income can be tied up in total monthly house payment and payments on outstanding long term debt.

Lenders use slightly different formulas for arriving at "total monthly house payment". These costs generally include your mortgage principal and interest payment, property taxes as a monthly figure, and hazard insurance as a monthly figure. These four items are referred to as PITI (principal, interest, taxes & insurance). If you're required to pay private mortgage insurance (PMI) because your down payment is less than 20%, those premium payments will also be included. If you decide to buy a condominium or town house, the monthly homeowner's association fees will be included. Keep in mind, these formulas aren't cut and dry and things change from lender to lender, so your best bet is to consult.

WHAT TYPE OF HOUSE DO YOU WANT?

Perhaps you know exactly what you want...2,200 sqft ranch style home on a wooded lot. If so, your realtor can look immediately for only that type of house. On the other hand, if you don't know what you want, but "you'll know when you see it", you need to complete the Home Shopping - Needs and Wants checklist at the back of this section. It will help you define what you really have to have and really want to have in a house and neighborhood. This will help your realtor considerably when searching for the right homes to show you. When you look at homes, bring your checklist with you and pick up flyers at each home, so you'll remember which home offered what.

GET YOUR FINANCING IN ORDER

You can get together with a lender to get your loan application completed and the financing process started. Be prepared to provide the lender with copies of any important and necessary information.

HOW MUCH SHOULD YOU OFFER TO PAY?

Consider such factors as: How long has the house been on the market? Is its price reasonable? Your realtor can show you comparable home sales (comps) for similar properties in the neighborhood to help you. How competitive is the area's home buying market? If the seller is offering an assumable mortgage or financing, how much is it worth to you?





It Pays To Work With A Realtor®

Only a real estate professional who belongs to the National Association of Realtors® may call himself or herself a Realtor®. A Realtor® is bound by a Code of Ethics and pledged to protect and promote the interest of the seller by providing fair treatment for all parties involved in the transaction.

Here are some ways a Realtor® can help you sell your home:

- ◆ A Realtor® is knowledgeable of the market and gives you the quickest exposure to the maximum number of buyers.
- ◆ A Realtor® “qualifies” prospects as to their affordable price range and housing needs.
- ◆ A Realtor® knows current real estate values and can help you set a realistic, competitive price. This skilled professional knows how to
- ◆ merchandise your home effectively.
- ◆ A Realtor® is familiar with the local home-loan market and can help you determine whether seller-assisted financing may expedite your sale.
- ◆ A Realtor® can figure the net proceeds from your sale, taking into account your outstanding loan balance, closing costs, and possible owner financing.
- ◆ A Realtor® can tap an even larger market through referrals and marketing techniques.
- ◆ A Realtor® frees you from the problems associated with showing your home. The Realtor® handles inquiries, appointments, showings, and negotiations of the contract. Your home is shown only to serious, qualified buyers.
- ◆ A Realtor® maintains objectivity in presenting offers and counter-offers.
- ◆ A Realtor® can familiarize you with the closing procedures by explaining them all in advance.



Understanding Title Insurance & The Title Industry

Prior to the development of the title industry in the late 1800's, a home-buyer received a grantor's warranty, attorney's title opinion, or abstractor's certificate as assurance of home ownership. The buyer relied on the financial integrity of the grantor, attorney, or abstractor for protection. Today, home-buyers look primarily to title insurance to provide this protection. Title insurance companies are regulated by state statute. They are required to post financial guarantees to ensure that any claims will be paid in timely fashion. They also must maintain their own "title plants" which house duplicates of recorded deeds, mortgages, plats, and other pertinent county property records.

WHAT IS TITLE INSURANCE?

Title insurance provides coverage for certain losses due to defects in the title that, for the most part, occurred prior to your ownership. Title insurance protects against defects such as prior fraud or forgery that might go undetected until after closing and possibly jeopardize your ownership and investment.

WHY IS TITLE INSURANCE NEEDED?

Title insurance insures buyers against the risk that they did not acquire marketable title from the seller. It is primarily designed to reduce the risk or loss caused by defects in title from the past. A loan policy of title insurance protects the interest of the mortgage lender, while an owner's policy protects the equity of you, the buyer, for as long as you or your heirs (in certain policies) own the real property.

WHEN IS THE PREMIUM DUE?

You pay for your owner's title insurance policy only once, at the close of escrow. Who pays for the owner's policy and loan policy varies depending on local customs.

Vesting Ways To Hold Title

	TENANCY IN COMMON	JOINT TENANCY	COMMUNITY PROPERTY	COMMUNITY PROPERTY with Right of Survivorship
Parties	Two or more persons ¹	Two or more natural persons	Spouses or domestic partners ²	Spouses or domestic partners ²
Division	Ownership can be divided into any number of interests, equal or unequal	Ownership interests must be equal	Ownership interests must be equal	Ownership interests must be equal
Creation	One or more conveyances (law presumes interests are equal if not otherwise specified)	Single conveyances (creating identical interests); vesting must specify joint tenancy	Presumption from marriage or domestic partnership or can be designated in deed	Single conveyance and spouses or domestic partners must indicate consent which can be on deed
Possession and control	Equal	Equal	Equal	Equal
Transferability	Each co-owner may transfer or mortgage their interest separately	Each co-owner may transfer his/her interest separately but tenancy in common results	Both spouses or domestic partners must consent to transfer or mortgage	Both spouses or domestic partners must consent to transfer or mortgage
Liens against one owner	Unless married or domestic partners, co-owner's interest not subject to liens of other debtor/owner but forced sale can occur	Co-owner's interest not subject to liens of other debtor/owner but forced sale can occur if prior to co-owner's/debtor's death	Entire property may be subject to forced sale to satisfy debt of either spouse or domestic partner	Entire property subject to forced sale to satisfy debt of either spouse or domestic partner
Death of co-owner	Decedent's interest passes to his/her devisees or heirs by will or intestacy	Decedent's interest automatically passes to surviving joint tenant ("Right of Survivorship")	Decedent's 1/2 interest passes to surviving spouse or domestic partner unless otherwise devised by will	Decedent's 1/2 interest automatically passes to surviving spouse or domestic partner due to right of survivorship
Possible advantages/disadvantages	Co-owners interests may be separately transferable ³	Right of Survivorship (avoids probate); may have tax disadvantages for spouses	Qualified survivorship rights; mutual consent required for transfer; surviving spouse or domestic partner may have tax advantage ²	Right of survivorship; mutual consent required for transfer; surviving spouse or domestic partner may have tax advantage

1. "Persons includes a natural person as well as validly formed cooperation, limited partnership, limited liability company or general partnership. Trust property is vested in the trustee (usually a natural person or corporation).

2. Transfers by spouses/domestic partners may require a quitclaim deed from the other spouse/partner for title insurance purposes.

3. If co-Owners are spouses/domestic partners, property may be subject to legal presumption of "community property" requiring consent of both spouses/partners to convey or encumber title notwithstanding vesting as "joint tenancy"



HOW TITLE INSURANCE DIFFERS FROM OTHER INSURANCE

Unlike other forms of insurance, title insurance emphasizes loss prevention for the insured. Title professionals perform labor-intensive work to find and address title issues that could threaten your homeownership. This upfront analysis gives you, as a policy holder, the peace of mind that your title risk has been effectively reduced. In contrast, insurance based on loss assumption (such as auto or property and casualty insurance) requires little upfront work because claims cannot be predicted or prevented, and premium funds are needed only in the event of an accident or other covered issue. These types of insurance also require annual coverage payments, unlike title insurance which is paid for only once upon the purchase of your home or establishment of a new mortgage.



The Importance Of Title Protection

- Deeds by persons supposedly single, but secretly married
- Deeds in lieu of foreclosure given under duress
- Marital rights of spouse purportedly, but not legally, divorced
- Impersonation of the true owner of the land
- Deeds by minors
- Deeds by persons of unsound mind
- Deeds to or from defunct corporations
- Defective acknowledgements by notaries
- Duress in execution of instruments
- Erroneous reports furnished by tax officials
- Forged deeds, releases, etc.
- Mistakes in recording legal documents
- Surviving children omitted from will
- Administration of estate of persons absent but not deceased
- Birth or adoption of children after date of will
- Claims of creditors against real property sold by heirs or devisees
- Deed of community property recited to be separate property
- Deeds by foreign parties

Preliminary Report

What Happens Next For The Buyer's?

- ➔ **IDENTITY STATEMENT** You will be asked to fill out an Identity Statement that enables our title department to distinguish you from others with identical names during our search of County records. It also provides basic information that will be useful to your escrow officer.
- ➔ **HOME LOAN** Unless you are paying cash, assuming a loan, or the seller is financing, you will need to apply for a home loan if you have not already done so. Apply as soon as possible to comply with the purchase contract and prior to insuring to avoid delaying the closing.
- ➔ **RESPONSE TO SELLER'S NOTICES** If directed by the contract, you may receive the following items requiring a response from you:
 - ◆ Seller's property disclosure statement listing any existing problems known to the seller
 - ◆ Information pertaining to the Homeowners Association (HOA) or Planned Unit Development (PUD), such as Covenants, Conditions & Restrictions (CC&Rs), if applicable
 - ◆ Flood hazard disclosure if the property is in a flood area
 - ◆ Independent inspections, such as termite and septic, and any repairs as required
- ➔ **PRELIMINARY REPORT** You will receive a copy of the preliminary report when we complete the title search. If you have questions about the preliminary report, contact your real estate agent or your escrow officer.

CONSIDER THIS: One escrow transaction can involve over 20 individuals, including real estate agents, Buyer, Seller, attorney, escrow officer, escrow technician, title officer, loan officer, loan processor, loan underwriter, home inspector, termite inspector, insurance agent, home warranty representative, contractor, roofer, plumber, pool service, and so on. Often one transaction depends on another. When you consider the number of people involved, you can imagine the opportunities for delays and mishaps. While your experienced real estate agent, escrow, and title team can't prevent unforeseen problems from arising, they can help to ensure as smooth a closing as possible.



The information below is to help you understand the contents of the preliminary report you will receive from First American.

Schedule A This is the information submitted to our title department by the escrow officer. It contains the basic information given to us by the Buyer or real estate professional, such as the legal description of the real property, sale price, loan amount, lender, name, and marital status of Buyer and Seller.

Schedule B The schedule B "exceptions" are items which are tied to the subject property, and the Buyer's rights in the title will be subject to these exceptions. These may include Covenants, Conditions, and Restrictions (CC&Rs); easements; Homeowners Association by-laws; leases; and other items which will remain of record and transfer with the property. The Buyer is asked to sign a receipt for the schedule B documents stating the Buyer has read and accepts the contents.

Requirements These are items that First American needs to delete and/or record prior to insuring title to the real property. Items that need to be addressed include:

- ◆ Current property-tax status
- ◆ Any assessments that are owed, such as those for a HOA
- ◆ Any encumbrances (or liens) on the real property

Sometimes items show up against a parcel of real property because another person has a name similar to an involved party. This is one reason we ask for an Identity Statement, to determine if items are inaccurate and can be deleted.

Understanding Home Warranty

A home warranty plan covers a variety of mechanical, electrical, and plumbing items, as well as some appliances. Optional coverage is available for additional items such as air conditioners, refrigerators, pools, and spas.

The Seller may purchase a home warranty plan prior to sale to protect against repairs needed during the listing period, and the Buyer may be able to assume the plan at the close of escrow. Or the Seller may offer to purchase a home warranty plan for the Buyer. Offering a home warranty plan may provide these benefits:

- ◆ Increase the appeal of homes reassuring you as the potential Buyer
- ◆ Ward off potential disputes after the sale for repair and/or replacement of covered items

Most home warranty plans can be paid for at the close of escrow. A copy of the invoice is presented to the escrow company, and it becomes part of the Seller's closing costs.

Understanding The Appraisal Process

If you are securing a new loan to purchase your home, your lender will require an appraisal to determine the fair market value of the property. A licensed appraiser will research nearby houses that have sold recently, usually in the last six months, and are similar to the property in size, age, construction, and amenities.

The appraiser will make an appointment to see the home and will take about 30 minutes to an hour to look over the property. He or she will measure the home, draw a representative floor plan, take

photographs inside and out, and review the property's condition, specific improvements, and amenities.

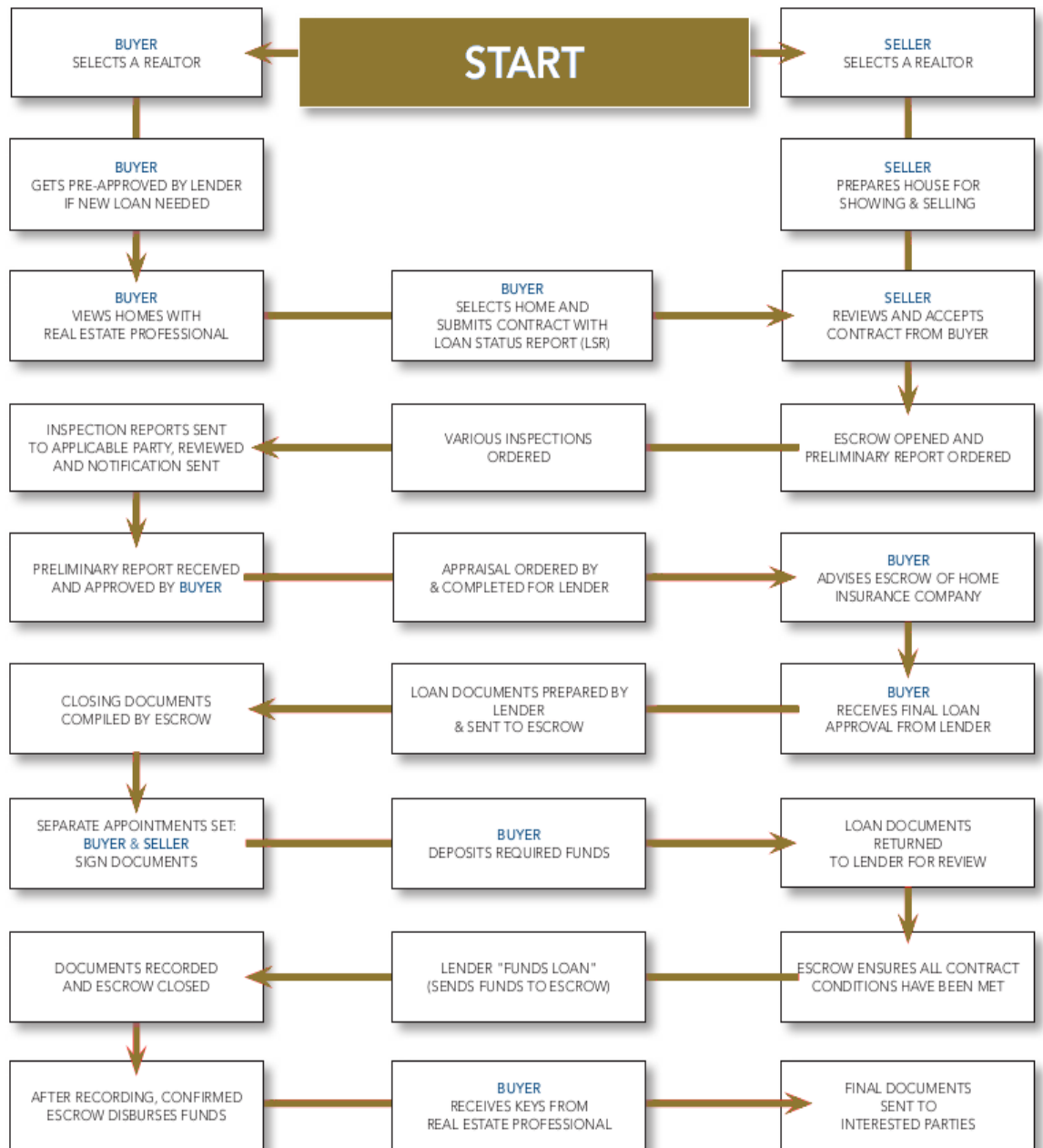
The appraiser will provide a typed appraisal report to your lender within a few days after visiting your property. The seller will be notified if the lender requires repairs before they will lend on the home. If repairs are required, the appraiser will have to return to review the repairs and a re-inspection fee may be charged.

Understanding The Escrow Process

An escrow is a process wherein the Buyer and Seller deposit written instructions, documents, and funds with a neutral third party until certain conditions are fulfilled. It enables the parties to the escrow to deal with each other without risk, provides an accounting of all the funds deposited in the escrow, and provides the Buyer and the Seller with a settlement statement. In a real estate transaction, the Buyer does not pay the Seller directly for the property. The Buyer deposits the funds to an escrow holder. The escrow holder, acting as a neutral third party,

verifies that a title insurance policy can be issued pursuant to the terms of the contract. Then, the escrow holder arranges for the documents transferring title to the property to the Buyer to be recorded, for the issuance of the title policy, pays any liens and all the costs associated with the sale that are chargeable to the Buyer and Seller, and disburses the sales proceeds to the Seller. If the Buyer gets a new loan, then the lender's money is deposited into the escrow and the lender's security documents are recorded at the same time as the Deed.

The Life Of An Escrow





Your Escrow Professional May:

- ➔ Open escrow and, if instructed to do so, deposit your good faith funds in a separate escrow account.
- ➔ Order a title search to determine the ownership and title status of the subject real property.
- ➔ Issue a preliminary report and begin the process of eliminating the title exceptions you and your lender are not willing to take title subject to.
- ➔ Request payoff information for the Seller's loans, other liens, homeowner's association fees, etc.
- ➔ Prorate fees, such as real property taxes, per the contract, and prepare the settlement statement
- ➔ Set separate appointments allowing the Seller and you to sign documents and deposit funds
- ➔ Review documents ensuring all conditions and legal requirements are fulfilled; request funds from lender
- ➔ When all funds are deposited, record documents with the County Recorder's Office to transfer the subject real property to you
- ➔ After the recordation is confirmed, close escrow and disburse funds, including Seller's proceeds, loan payoffs, etc.
- ➔ Prepare and send final documents to all parties involved



What To Avoid

During The Closing

AVOID CHANGING JOBS

A job change may result in your loan being denied, particularly if you are taking a lower-paying position or moving into a different field. Don't think you're safe because you've received approval earlier in the process, as the lender may call your employer to re-verify your employment just prior to funding the loan.

AVOID CHANGING LENDERS

Avoid switching banks or moving your money to another institution. After the lender has verified your funds at one or more institutions, the money should remain there until needed for the purchase.

AVOID PAYING OFF DEBT

Avoid paying off existing accounts unless your lender requests it. If your Loan Officer advises you to pay off certain bills in order to qualify for the loan, follow that advice. Otherwise, leave your accounts as they are until your escrow closes.

AVOID LARGE PURCHASES

A major purchase that requires a withdrawal from your verified funds or increases your debt can result in your not qualifying for the loan. A lender may check your credit or re-verify funds at the last minute, so avoid purchases that could impact your loan approval.

THE CLOSING OR SIGNING APPOINTMENT

The escrow holder will contact you or your agent to schedule a closing or signing appointment. You will have a chance to review the settlement statement and supporting documentation. This is your chance to ask questions and clarify terms. You should review the settlement statement carefully and report discrepancies to the escrow officer. This includes any payments that may have been missed. You are responsible for all charges incurred, even if overlooked by the escrow holder. It's better to bring any issues to his or her attention before the closing has been completed. The escrow holder is obligated by law to have the designated amount of money before releasing any funds. If you have questions or foresee a problem, let your escrow officer know immediately. Don't forget your identification. You will need valid identification with your photo I.D. on it when you sign documents that need to be notarized (such as a deed). A driver's license is preferred. You will also be asked to provide your social security number for tax reporting purposes, along with a forwarding address.

WHAT HAPPENS NEXT?

If the Buyer is obtaining a new loan, the Buyer's signed loan documents will be returned to the lender for review. The escrow holder will ensure that all contract conditions have been met and will ask the lender to "fund the loan." If the Buyer's loan documents are satisfactory, the lender will send the check directly to the escrow holder. When the loan funds are received, the escrow holder will verify that all necessary funds are in. Escrow funds will be disbursed to you and other appropriate payees. The keys to the property are then given to the Buyer.



HOME
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Who Pays For What?

The **SELLER** can generally be expected to pay for:

- ◆ Homeowners Title Insurance Policy
- ◆ Real Estate Commission
- ◆ Document Preparation fee for Deed
- ◆ Documentary transfer tax (\$1.10 per \$1000.00 of sales price)
- ◆ Any City Transfer/Conveyance Tax (according to contract)
- ◆ Payoff of all loans in seller's name
- ◆ Interest accrued to lender being paid off, Statement Fees, Reconveyance Fees and any Prepayment Penalties
- ◆ Termite Inspection (according to contract)
- ◆ Termite work (according to contract)
- ◆ Home Warranty (according to contract)
- ◆ Any judgments, tax liens, etc., against the seller
- ◆ Tax proration (for any taxes unpaid at time of transfer of title)
- ◆ Any unpaid Homeowner's dues
- ◆ Recording charges to clear documents of record against seller
- ◆ Any bonds or assessments (according to contract)
- ◆ Any and all delinquent taxes
- ◆ Escrow Fee - Seller pays 1/2
- ◆ Termite Inspection
- ◆ Homeowner's transfer fee

The **BUYER** can generally be expected to pay for:

- ◆ Lender 's Title Policy
- ◆ Escrow Fee - Buyer pay 1/2
- ◆ All new loan charges (except those required by lender for seller to pay)
- ◆ New loan interest from funding date to 30 days prior to 1st payment
- ◆ Assumption/Change of Records fees for takeover of existing loan
- ◆ Beneficiary Statement Fee for assumption of existing loan
- ◆ Inspection Fees (roofing, property inspection, geological, etc.)
- ◆ Home Warranty (according to contract)
- ◆ Document preparation (if applicable)
- ◆ Notary Fees
- ◆ Recording charges for all documents in buyer's names
- ◆ Tax proration (from date of acquisition)
- ◆ Fire Insurance Premium for first year





Consumer's Title Company

EntireCalifornia.com

TOLL FREE 877.363.5935

4035 E. Thousand Oaks Blvd. #260

Westlake Village, CA 91362



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