

SOUTHERN TITLE INSURANCE CORP.

APPLICATION FOR APPOINTMENT AS APPROVED ATTORNEY

Thank you for completing Southern Title's Application for Appointment as Approved Attorney. Please call Maureen O'Brien with any questions or concerns at (804) 648-6000 or email mobrien@southerntitle.com.

*You can fax your completed form to Maureen O'Brien's attention at 804-644-2845 or mail to:
Southern Title Insurance Corporation, P.O. Box 399, Richmond, Virginia 23218-0399.*

GENERAL INFORMATION

Full Name	_____		
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last Name</i>
Social Security Number	_____		
Home Address	_____		
	<i>Home Address</i>		
	<i>City</i>	<i>State</i>	<i>Zip</i>

	<i>Home Telephone (include area code)</i>		
Business Address	_____		
	<i>Name of Firm</i>		

	<i>Years associated with such firm</i>		

	<i>Business Address</i>		
	<i>City</i>	<i>State</i>	<i>Zip</i>

	<i>Business Telephone (include area code)</i>		

	<i>Business Fax (include area code)</i>		

EDUCATION

Please provide in chronological order the name and location of each college, university and law school attended and, if graduated, degree received.

Institution 1	_____	
	<i>Name of Institution</i>	

	<i>Location</i>	

	<i>Degree Received</i>	<i>Years Attended (First Year/Last Year)</i>
	_____	_____
Institution 2	_____	
	<i>Name of Institution</i>	

	<i>Location</i>	

	<i>Degree Received</i>	<i>Years Attended (First Year/Last Year)</i>
	_____	_____

Have you at any time been an employee of any title insurance company? _____ Yes _____ No

If yes, please provide names and addresses of company and periods of such employment below:

Title Company 1

Name of Title Company

Period of Employment (year started/year ended)

Address

City State Zip

Title Company 2

Name of Title Company

Period of Employment (year started/year ended)

Address

City State Zip

Please set forth your experience in searching, examining, certifying and closing of titles and the preparation of customary closing instruments (percentage of practice and length of time devoted to title matters, etc.):

Insurance Coverage

Please provide the following information concerning insurance coverage. Supply copies of policies in effect. If no insurance is in place, please state.

Professional Liability Carrier

Coverage Limit Each Claim \$ Aggregate \$

Deductible \$ Expiration Date (month/day/year)

CRESPA - FOR VIRGINIA ATTORNEYS ONLY

Are you registered with the Virginia State Bar as an attorney settlement agent? _____ Yes _____ No

If yes, are you in full compliance with CRESPA? _____ Yes _____ No

REFERENCES

Please give the full name, address and telephone numbers of at least four (4) practicing attorneys (outside of your firm) who have knowledge of your capabilities and experience in title work.

First Reference

Full Name of Attorney

Name of Firm

Business Address

City State Zip

Business Telephone (include area code)

Second Reference

Full Name of Attorney

Name of Firm

Business Address

City State Zip

Business Telephone (include area code)

Third Reference

Full Name of Attorney

Name of Firm

Business Address

City State Zip

Business Telephone (include area code)

Fourth Reference

Full Name of Attorney

Name of Firm

Business Address

City State Zip

Business Telephone (include area code)

CERTIFICATION

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

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

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

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

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

ATTORNEY'S SIGNATURE _____

DATED _____

ATTORNEY'S PRINTED NAME _____

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

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

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

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

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

(Full Printed Name)

Date _____

(Signature)