

Buchalter

NINE MOST COMMON MISTAKES MADE BY LENDERS RELATIVE TO ESCROW INSTRUCTIONS AND TITLE INSURANCE POLICIES

John L. Hosack, Esq., Jason E. Goldstein, Esq. and Mr. Joffrey Long

Buchalter
12:00 Noon PST
April 25, 2017
Los Angeles, California

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

www.buchalter.com

INTRODUCTION

A. Who are the players?

A. Secured Lenders and Buyers & Sellers of Real Property

B. What is an escrow?

Civ. Code § 1057, defines “escrow” as:

“A grant may be deposited by the grantor with a third person, to be delivered on performance of a condition, and on delivery by the depository, it will take effect. While in the possession of the third person and subject to condition it is called an escrow.”

Financial Code § 17003(a) defines, “Escrow” as:

“any transaction in which one person, for the purpose of effecting the sale, transfer, encumbering or leasing of real or personal property to another person, delivers any written instrument, money, evidence of title to real or personal property, or other thing of value to a third person to be held by that third person until the happening of a specified event or the performance of a prescribed condition, when it is then to be delivered by that third person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor, or any agent or employee of any of the latter.”

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Steps To Take When There Is A Problem

1. **Even if not a “blatant” title/escrow problem, consider tendering a claim to your title insurer and your escrow agent.**
2. **Consider obtaining legal counsel to tender the claim on your behalf to your title insurer and escrow agent.**
3. **Tender to your title insurer and escrow agent.**
4. **Consider retaining counsel to “monitor” the handling of your claim and the counsel retained by your insurer or escrow agent.**
5. **Be diligent in your own monitoring of the claim, the title insurer and the counsel appointed by the title insurer or escrow agent.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 1: Not Using the Title Insurer as the Escrow Agent Or Having An Affiliate Of The Lender Serve As An Escrow Agent

Buchalter

- A. If the borrower's / guarantor's signature is forged, expect a denial under the title policy based on Exclusion From Coverage 3(a).**
- B. If the borrower/guarantor lacked the required authority, expect a denial under the title policy based on Exclusion From Coverage 3(a).**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Buchalter

Save The Date!

DOCUMENTATION AND COLLECTION OF A LOAN SECURED BY *MULTIPLE* *PROPERTIES*

John L. Hosack, Esq., Jason E. Goldstein, Esq. and Mr. Joffrey Long

12:00 Noon PST

May 23, 2017

Webinar

Buchalter

1000 Wilshire Boulevard, Suite 1500

Los Angeles, California 90017

Problem 2: Using Escrow Instructions Which are Buchalter Not Adequate

- A. Escrow instructions which are not jointly directed to both the escrow agent and the title insurer.
- B. Escrow instructions which do not require that the lender's Deed of Trust be recorded as a first priority lien on the borrower's property.**
- C. Escrow instructions which do not include the disclosures required by Exclusions From Coverage 3(b) and Insurance Code Section 332 (consider: (1) our provision; (2) a hyperlink; or, (3) a disc)
- D. Escrow instructions which do not prohibit the use of an indemnity agreement, bond or similar device to eliminate a matter as an exception to coverage in the title policy.**
- E. Escrow instructions which do not disclose the potential commencement of the work of improvement for the purpose of mechanic's liens.

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 3: The Lender Selecting the Notary Public or Having an Employee Acknowledge the Loan Documents or Otherwise Participating in the Execution of Loan Documents

Buchalter

- A. If the notary public is not employed or selected by the title insurer, expect a denial under the title policy based on Exclusion From Coverage 3(a).**
- B. Do not let an independent escrow agent select the notary.**
- C. The notary public's bond is only \$15,000.00. See, *Government Code Section 8212.***
- D. Notaries are the title insurance industry's "*dirty little secret.*"**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 4: (Lack Of) Proper Endorsements

- A. “Plugging The Holes In Your Title Policy: Seven Critical Endorsements” – December 8, 2016**
- B. Usury (for future assignments)**
- C. Subdivision Map Act**
- D. Modification endorsement**
- E. Partial release of lien**
- F. Disbursements**
- G. Access**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 5: Not Appreciating the Limits to a Preliminary Report

Buchalter

- A. The Preliminary Report does not reflect the condition of title- it is merely an offer to insure on the terms stated.
- B. **The Preliminary Report cannot be relied upon.**
- C. The Preliminary Report is subject to being changed.
- D. ***Insurance Code Sections 12340.10 and 11***

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 6: Not Understanding that Exclusion from Coverage 3(b) is a Concealed Application for Insurance And How It Relates To Insurance Code Section 332

Buchalter

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

§ 332 Required disclosures

Each party to a contract of insurance shall communicate to the other, in good faith, all facts within his knowledge which are or which he believes to be material to the contract and as to which he makes no warranty, and which the other has not the means of ascertaining.

Failure of the lender to disclose an appraisal to the title insurer is a ground an insurer may use to deny a claim based upon mechanic's liens. See, *Stewart Title Ins. Co. v. Credit Swiss* (D. Idaho 2013) 2013 WL4710264

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Buchalter

Save The Date!

DOCUMENTATION AND COLLECTION OF A LOAN SECURED BY *MULTIPLE* *PROPERTIES*

John L. Hosack, Esq., Jason E. Goldstein, Esq. and Mr. Joffrey Long

12:00 Noon PST

May 23, 2017

Webinar

Buchalter

1000 Wilshire Boulevard, Suite 1500

Los Angeles, California 90017

Problem 7: Structuring the Transaction in a Manner Which Excludes Your Claim From Coverage Under Exclusion from Coverage 3(a)

Buchalter

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 3. Defects, liens, encumbrances, adverse claims, or other matters**
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;**

Failure to appreciate credit reports. See, *First National Bank of Jeanerette v. Lawyers Title Ins. Corp.* (W.D. LA 2010) 2010 WL3734056

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 8: Making Disbursements Which May Cause the Loss of the Title Insurance Coverage

- A. Disbursements made when the borrower is in default and there are subordinate liens**
- B. Failure to obtain an advance endorsement to the Loan Policy of Title Insurance**
- C. Improper disbursements may cause the loss of coverage based on Exclusion From Coverage 3(a)**
 - 1. *B&B Syndication Services, Inc. v. First American Title Insurance Company* (7th Cir. 2015) 780 F.3d 825**
 - 2. *Bankers Trust Co. v. Transamerica Title Ins. Co.* (10th Cir. 1979) 594 F. 2d. 231**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 9: Not Recognizing that an Escrow Claim May be More Favorable to You And Promptly Submitting A Claim To Both Your Escrow Agent and Title Insurer

Buchalter

- A. An escrow agent is someone who handles money and documents, not someone with escrow in their name.**
- B. The escrow agent is your fiduciary.**
- C. The escrow agent, as your fiduciary, has a duty to disclose to you.**
- D. The escrow agent, as your fiduciary, is subject to more favorable measure of damages (i.e., all damages proximately caused) versus the policy of title insurance which provides for a measure of damages which is the “least” of: (1) the amount of insurance; (2) the indebtedness; or (3) the difference in value of the title as insured and the value of the title subject to the risk insured against by the policy.**
- E. Delay in providing notice may terminate coverage to the extent the escrow agent or the title insurer are prejudiced.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 9 (cont.): Not Recognizing that an Escrow Claim May be More Favorable to You And Promptly Submitting A Claim To Both Your Escrow Agent and Title Insurer

Buchalter

(Con't.)

- E. The time for the insured to respond to a complaint is shorter than the time in which the title insurer has to make a coverage decision and respond to an insured's claim.**
- F. Failure to allege escrow claims against the title insurer when it also serves as an escrow agent. See, *Civil Code Section 1057*.**
- G. Failure to recognize that arbitration of your claim is not clear. *Kleveland v. Chicago Title Ins. Co.* (2006) 141 Cal.App.4th 761; *Wolschlager v. Fidelity National Title Ins. Co.* (2003) 111 Cal.App.4th 784.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 10: Not Obtaining a Tolling Agreement from Both the Escrow Agent and the Title Insurer If One of Them Accepts the Lender's Claim

Buchalter

- A. Acceptance of a tender of defense by the title insurer may only toll the statute of limitations as to contract claims based on the policy of title insurance and not other claims (i.e. bad faith).**
- B. The title insurer's acceptance of the tender of defense may not toll the statute of limitations for claims against the escrow agent.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Problem 11: Not Being Familiar With the California Fair Claims Settlement Practices Regulations Or Monitoring Insurance Defense Counsel

Buchalter

- A. The time within which the insurer has to acknowledge the receipt of a claim. Section 2695.5(b)**
- B. The time within which the insurer has to accept or deny an insured's claim. Section 2695.7(b)**
- C. The time within which the insurer has to either tender payment or to take action on an insured's claim. Section 2695.7(h)(2)**
- D. The insurer's litigation strategy.**
- E. The insurer's selection of counsel.**
- F. Obtain copies of the insurer's litigation guidelines.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Buchalter

Save The Date!

DOCUMENTATION AND COLLECTION OF A LOAN SECURED BY *MULTIPLE* *PROPERTIES*

John L. Hosack, Esq., Jason E. Goldstein, Esq. and Mr. Joffrey Long

12:00 Noon PST

May 23, 2017

Webinar

Buchalter

1000 Wilshire Boulevard, Suite 1500

Los Angeles, California 90017

Problem 11 (cont.) Not Being Familiar With the California Fair Claims Settlement Practices Regulations Or Monitoring Insurance Defense Counsel

(Con't.)

- G. Obtain copies of counsel’s budgets and bills.**
- H. Allowing the title insurer to only defend the “covered” causes of action. *See, Buss v. Superior Court (1997) 16 Cal.4th 35 and Rosen v. Nation’s Title Insurance Company (1997) 56 Cal.App.4th 1489.***
- I. Secret communications between the insurer and counsel selected by the title insurer.**
- J. The insurer’s selection of experts.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

- 1. Be aware of the limits to title insurance coverage.**
- 2. Obtain maximum protection from your escrow agent through adequate escrow instructions.**
- 3. Avoid a Notary Public who is not employed by or selected by the title insurer.**
- 4. Understand risks of conducting your own disbursements.**
- 5. If you have a claim be assertive and vigilant.**

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

Presenters

Buchalter

John L. Hosack—*Presenter*

John L. Hosack is a Shareholder in the firm's Litigation Practice Group in Los Angeles and a member of the firm's Mortgage Banking Group. Mr. Hosack represents mortgage brokers, secured lenders and property owners at trial and on appeal in real property disputes including, broker liability, lender liability, fraud, breaches of contract, mechanic's liens, stop notices, judicial foreclosures, receiverships, escrow claims and title insurance claims. His transactional practice includes commercial real property loan documentation, loan workouts, REO sales and foreclosures. He is an Affiliate Member of the California Mortgage Association and a member of the Los Angeles Mortgage Association, a Fellow of the American College of Real Estate Lawyers and a Fellow of the American College of Mortgage Attorneys. He is the author of "California Title Insurance Practice (First Ed., Calif. Cont. Ed. Bar), the first book on title insurance, and is a past Chair of the ABA's Title Insurance Litigation Committee.



John L. Hosack
Shareholder
Los Angeles Office

Jason E. Goldstein—*Presenter*

Jason Goldstein is a Shareholder in the Firm's Litigation Practice Group in Irvine and Chairman of the Firm's Mortgage Banking Group. Mr. Goldstein specializes in prosecuting title insurance and escrow claims and defending lenders and brokers in court (negligence, fraud, TILA, RESPA, HBOR, wrongful foreclosure, lender liability, etc.) and before government agencies. Mr. Goldstein also regularly prosecutes misappropriation of trade secret claims, judicial foreclosures and conducts general civil litigation. He is a fellow of the American College of Mortgage Attorneys and an affiliate member of the California Mortgage Association.



Jason E. Goldstein
Shareholder
Irvine Office

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

**Nine Most Common Mistakes Made by Lenders
Relative to Escrow Instructions and Title Insurance Policies**

SLIDE 21

www.buchalter.com

Presenters

Buchalter

Joffrey Long —*Presenter*

Joffrey Long is President of Southwest Mortgage, a lender/broker that makes, arranges, and services non-consumer and consumer real estate loans including both private money and institutional loans. He has been licensed as a real estate broker and active in real estate lending since 1979.

He is a member of the California Mortgage Association (CMA) Education Committee, a Past CMA Education Chair and Past CMA President. He has been a member of CMA's Board of Directors since 2001.

Joffrey frequently serves as an expert witness, providing mortgage expert witness reports, declarations and expert testimony. He has testified in numerous depositions, arbitrations and trials relating to real estate lending, loan servicing, loan brokerage and trust deed investment matters.



Joffrey Long
President
Southwest Mortgage

This webinar and the statements of the speakers and the materials presented here are for your general consideration and for you to discuss with your qualified attorney or other advisor. Nothing said or written in this webinar should be considered by you to be legal advice. In addition, the practices discussed herein may not be applicable to your situation and should not be followed until after you have received independent legal advice from a qualified attorney or other advisor. For legal advice on any matters, views or opinions expressed by the speakers or in the written materials, you should consult with a qualified attorney, specifically retained to represent and advise you, and knowledgeable of the specific facts upon which advice is sought. Nothing presented here is meant as, or may be considered as a standard of care or as an indication of the correct or recommended practices in any area of real estate lending or in any of the related fields.

**Nine Most Common Mistakes Made by Lenders
Relative to Escrow Instructions and Title Insurance Policies**

SLIDE 22

www.buchalter.com