

# Answers to Questions NSAs Are Asking Today

**William A. Anderson** • Vice President, Best  
Practices and Legislation



# Poll Question

Tell us about yourself:

- This is my first NSA Webinar
- I have attended 1 previous NSA Webinar
- I have attended 2 previous NSA Webinars
- I have attended more than 2 previous NSA Webinars

# Questions for Today's Webinar

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May an NSA notarize a postdated deed of trust or mortgage for a HARP loan?

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May an NSA use a signature/name affidavit to identify a borrower without proper ID?

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How much Notary errors and omissions (E&O) insurance do NSAs need to carry?

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Should an NSA sign a form requiring the signature of the "closing" or "settlement" agent?

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Should a non-California NSA complete the California acknowledgment certificate with its "penalty of perjury" clause?

***May a Notary Signing Agent notarize  
a postdated deed of trust or  
mortgage for a Home Affordable  
Refinance Program (HARP) loan?***

# HARP 2.0 Program Basics

<b>Current Loan</b>	<ul style="list-style-type: none"><li>• Must have closed before May 31, 2009</li><li>• Must be current on mortgage</li></ul>
<b>No</b>	<ul style="list-style-type: none"><li>• Appraisal</li><li>• Underwriting</li><li>• Underwater limits (80%+ LTV)</li></ul>
<b>FNMA/ FHLMC</b>	<ul style="list-style-type: none"><li>• Fannie Mae or Freddie Mac must hold current mortgage</li></ul>
<b>Deadline</b>	<ul style="list-style-type: none"><li>• Extended to December 31, 2013</li></ul>

# HARP 3-Step Loans



Easy to sign; 25 pages; deed of trust/  
mortgage is the only notarized document



Docs go to the borrower; NSA doesn't  
have to print docs



If borrower doesn't receive docs, NSA  
doesn't make the trip out to sign the loan



Several signing services are handling a  
large volume of HARP loans

# Quick Definitions

## Predicate

- Date before actual date
- Date in the past

## Postdate

- Date later than actual date
- Date in the future

# HARP Loans: The Point at Issue

Recording Requested By:  
TRISTAR FINANCIAL CORP.

After Recording Return To:  
TRISTAR FINANCIAL CORP.  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Loan Number: 200911000

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) “**Security Instrument**” means this document, which is dated JULY 30, 2012, together with all Riders to this document.

(B) “**Borrower**” is RICHARD WILLIAM ROGERS, AN UNMARRIED MAN  
Borrower is the trustor under this Security Instrument.

(C) “**Lender**” is TRISTAR FINANCIAL CORP.  
Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA.  
Lender’s address is 1000 MAIN STREET, LOS ANGELES, CALIFORNIA 91301.  
Lender is the beneficiary under this Security Instrument.

**Security  
Instrument  
postdated to end  
of month**



# HARP Loans: The Point at Issue



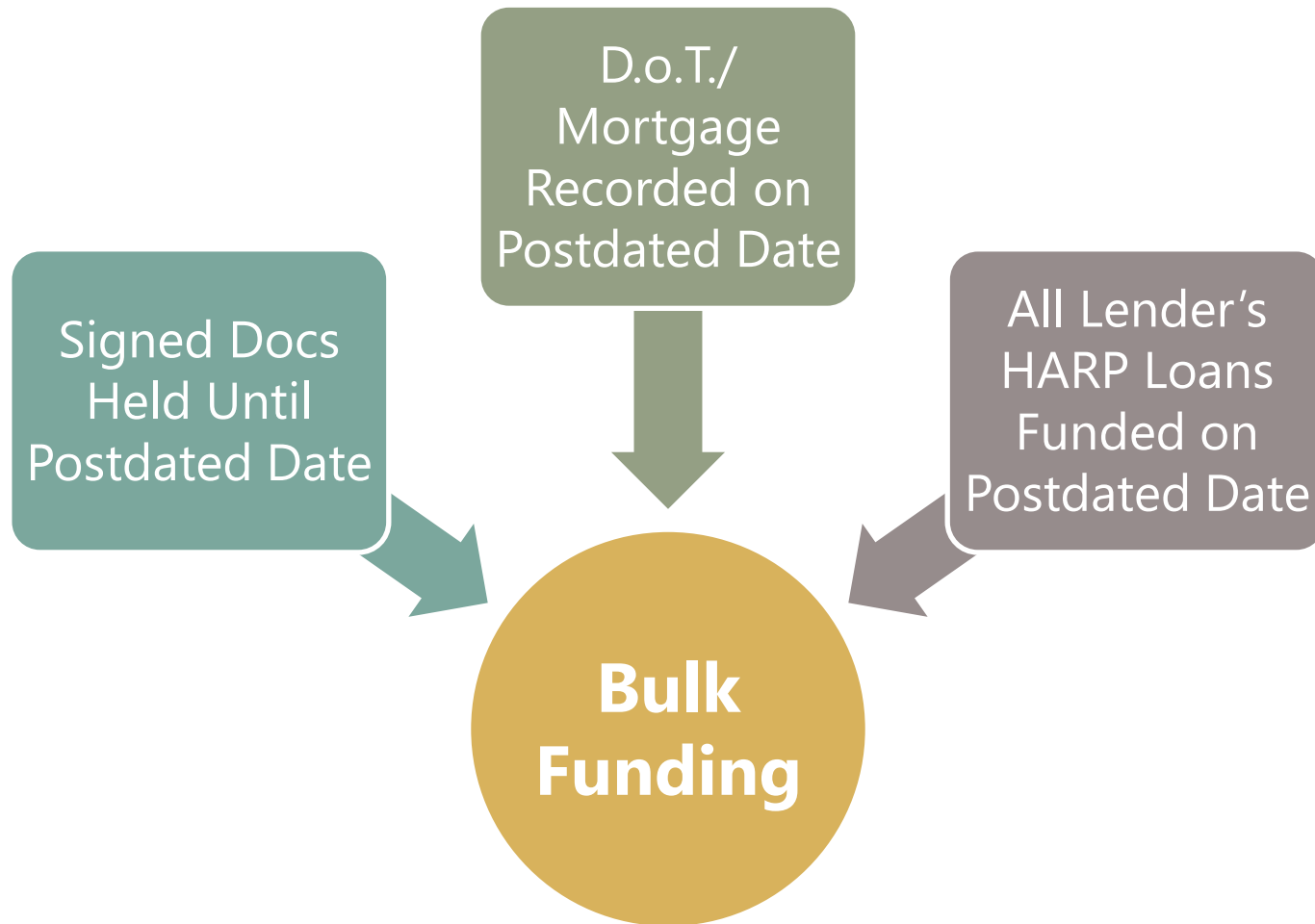
Docs are signed and  
notarized any day  
of the month

NSA dates Notary  
acknowledgment with  
actual date of notarization



Signer dates all other  
docs with the actual  
date of signing

# Why Postdate Security Instrument?



# Notarizing Postdated D.o.T./Mortgage

1

- **Document Text:** Notaries are not required to scrutinize the document text where postdated date is located

2

- **Notarial Act:** Make sure that you use the actual date of notarization in the certificate of acknowledgment

3

- **Signing Date:** Make sure the borrower dates all other HARP loan docs with the actual date of signing

***May a Notary Signing Agent use a signature/name affidavit to identify a borrower without proper ID?***

# Poll Question

Which of the following statements is most true of you?

- ☐ I have used a signature/name affidavit to identify a borrower
- ☐ I have been asked to use a signature/name affidavit to identify a borrower, but I refused
- ☐ I have not been asked to use a signature/name affidavit to identify a borrower

# What Is a Signature/Name Affidavit?



SIGNATURE AFFIDAVIT AND AKA STATEMENT

SIGNATURE AFFIDAVIT

I, RICHARD WILLIAM ROGERS, certify that this is my true and correct signature:

RICHARD WILLIAM ROGERS  
Borrower

Sample Signature

AKA STATEMENT

I, RICHARD WILLIAM ROGERS, further certify that I am also known as:

RICHARD ROGERS  
Name Variation (Print)

Sample Signature (Variation)

RICHARD WILLIAM ROGERS  
Name Variation (Print)

Sample Signature (Variation)

RICHARD W. ROGERS  
Name Variation (Print)

Sample Signature (Variation)

RICH ROGERS  
Name Variation (Print)

Sample Signature (Variation)

RICH WILLIAM ROGERS  
Name Variation (Print)

Sample Signature (Variation)

RICH W. ROGERS  
Name Variation (Print)

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)

State of CALIFORNIA

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this day of , by RICHARD WILLIAM ROGERS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(seal)

# Use Signature/Name Affidavit as ID?

1

- No, if your state's laws require an ID to be issued by a government agency or contain a photograph and/or physical description

2

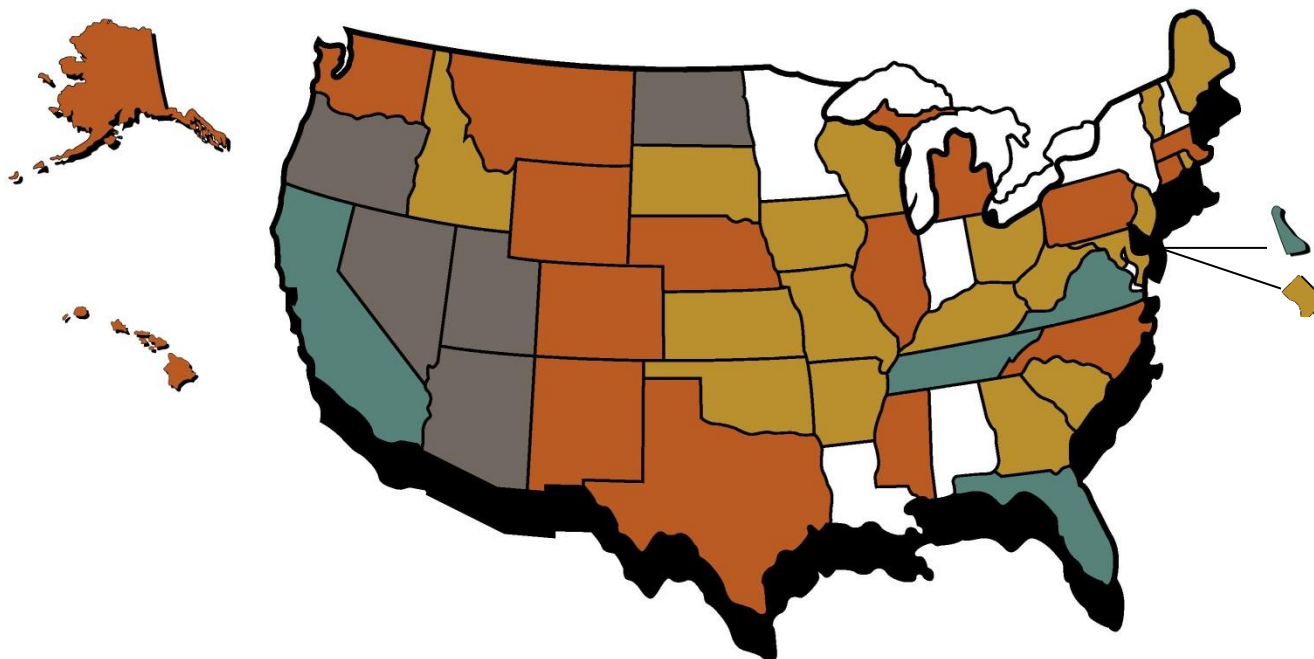
- No, if your state's laws contain a specific list of acceptable IDs you may use to identify a signer






3

- No, if your state's laws are unclear, but your commissioning official has published guidance or directives on the IDs you may accept



# ID Laws and Guidance By State



-  States with a specific list of acceptable IDs in statute
-  States with a list of ID characteristics in statute
-  States with a list of specific acceptable IDs and ID characteristics in statute
-  States with an unclear ID statute but a commissioning official recommendation
-  States without a clear ID statute or commissioning official recommendation

# Signature/Name Affidavit: Conclusion



A lender may rely on the signature/name affidavit to make the loan



An NSA should not rely on one to identify the borrower on the closing documents for the loan

***How much Notary errors and omissions (E&O) insurance do Notary Signing Agents need to carry?***

# Poll Question

How much Notary E&O insurance do you currently carry?

- Below \$25,000
- \$25,000-\$50,000
- \$100,000
- More than \$100,000
- I do not carry E&O insurance


# About Me



- California Resident Insurance Producer  
Property & Casualty Broker-Agent  
(License 0H68968)
- Additionally licensed as a non-resident  
producer in all other 49 states in the  
property and casualty lines

# Background

More companies are requiring NSAs to carry E&O insurance



Many require \$25,000; NNA has heard of lenders requiring \$500,000



Some signing companies now carry E&O insurance to cover NSAs



There is an NSA E&O policy notarial/non-notarial exposures

# How Much Insurance? 3 Questions



What's your level of personal risk?

What are the assets you want to protect?

How much premium can you afford?

# Types of E&O Insurance Coverage

Occurrence Basis <sup>1</sup>	Claims Made Basis
Act <u>occurred</u> during policy period	Claim <u>made</u> during policy period
No underwriting	Underwriting required
Policy limits to \$100,000	Policy limits < \$100,000
"Tail coverage" built in	"Tail coverage" additional
Premium is affordable	Premium is more expensive

<sup>1</sup> Applies to all NNA E&O policies only; for other products, check your policy or insurance agent for details



# Examples<sup>1</sup>

\$100,000 <sup>2</sup>	\$125,000 NSA <sup>3</sup>	\$500,000 <sup>4</sup>
Occurrence basis	Claims made basis	Claims made basis
No deductible	\$500 deductible	Deductible not known
No underwriting	Underwriting required	Underwriting required
\$156 (member price)	\$458	\$1,000
No tail coverage required	Tail coverage: \$229/yr. for 3 years	Tail coverage: 300% of yearly premium (\$3,000)
7-year cost: \$156	7-year cost: \$2,519	7-year cost: \$4,000

<sup>1</sup> Example is for a California 1-year policy to insure through the statute of limitations (up to 6 years in California).

<sup>2</sup> NNA California E&O policy.

<sup>3</sup> Other insurance agent offering found online. Limit is \$125,000 per event/\$250,000 aggregate.

<sup>4</sup> Other insurance agent offering found online. Premium is for a California \$500,000 policy based on 3 years of revenue (last year, this year and projected next year) and the minimum annual premium is approximately \$1,000. Submittal of a completed application is required for an exact quote.

# Some Final Thoughts



We are considering higher limit policies, but is the cost/benefit attractive to NSAs?



Read and understand your policy; call your insurance agent if you need an explanation of terms and conditions



If you are concerned with whether you have enough coverage, NNA has a good track record of limiting losses to no more than the policy amount

# Some Final Thoughts



If you are involved in a claim, make the other side do the hard work of finding out that you have insurance



Determine if your contracting companies carry E&O for all of their agents



Let us know the names of lenders/title companies (with contact info) requiring a policy in excess of \$100,000

***Should a Notary Signing Agent sign  
a form requiring the signature of the  
“closing” or “settlement” agent?***

# Typical Documents

## Signature of Closing Agent

- General Closing Instructions
- Specific Closing Instructions
- Addendum to Closing Instructions
- Tax Information forms
- "Final" HUD-1/1A (certain lender requirements)
- PATRIOT Act CIP forms
- Others ....

FROM: TRISTAR FINANCIAL CORP.  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Phone: (310)321-4567  
Fax: (310)3321-4568

TO: SOUTHERN ESCROW  
1001 MAIN STREET  
LOS ANGELES, CALIFORNIA 90024  
Phone: (310)321-9876

ATTN: MARY LEE

RE: Borrower(s): RICHARD WILLIAM ROGERS

Property Address: 8624 OAKLAWN AVENUE, NO.  
13 (CANOGA PARK AREA), LOS  
ANGELES, CALIFORNIA 91304

Document Date: FEBRUARY 12, 2010  
Closing Date: FEBRUARY 17, 2010  
Disbursement: FEBRUARY 17, 2010  
Case No.:  
Loan No.: 200911000  
App. No.:  
Order No.: 2a-1000001  
Escrow No.: ML-09876

GENERAL CLOSING INSTRUCTIONS

Do not close or fund this loan unless ALL conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration in this transaction except for our loan proceeds and approved secondary financing must pass to you in the form of cash. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the Borrower(s).

All documents with the exception of those to be recorded (Security Instrument, Riders, Corporation Assignment(s), Grant Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within 72 HOURS of the signing. Please return certified copies of those documents that are to be recorded. Failure to comply with these instructions may delay funding.

EXECUTION OF DOCUMENTS:

- 1. Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgements must be executed by a person authorized to take acknowledgements in the state of closing.
- 2. Any correction to loan documents must be approved in writing by us in advance. No white-out permitted. Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
- 3. All Powers of Attorney must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, a certified copy provided to us.

RESCISSION:

- 1. If the transaction is subject to rescission, provide each Borrower and each person having any ownership interest in the security property with two (2) copies of the completed Notice of Right to Cancel. The Notice of Right to Cancel must be properly completed (including all dates) and each borrower and person given two notices must execute an acknowledgement of receipt. Your failure to properly complete and provide the Notices of Right to Cancel to each person entitled to receive them will delay this closing.
- 2. No Borrower or other person having an ownership interest in the Security Property may modify or waive his or her right to rescind without our prior written consent.
- 3. If any Borrower or other person having an ownership interest in the security property indicates that he or she wishes to cancel this transaction, contact us immediately for further instructions.

SURVEYS:

- 1. A valid survey dated within 90 days of closing is required in areas where surveys are customary.
- 2. The survey must contain all relevant and customary information and certifications and the legal description, lot size and street must agree with the appraisal and closing documents.

HAZARD INSURANCE:

- 1. The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area.
- 2. Dwelling coverage must be equal to the lesser of the loan amount or the full replacement value of the property improvements, and must extend for either a term of at least one (1) year after the closing date for purchase transactions or six (6) months after the closing date for refinance transactions.
- 3. Loss payee/mortgagee clause to read: TRISTAR FINANCIAL CORP.,  
ITS SUCCESSORS AND/OR ASSIGNS  
10000 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Loan Number: 200911000

ACKNOWLEDGED AND AGREED:

Settlement Agent  
MARY LEE

FROM: TRISTAR FINANCIAL CORP.  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Phone: (310)321-4567  
FAX: (310)321-4568

TO: SOUTHERN ESCROW  
1001 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Phone: (310)321-9876  
ATTN: MARY LEET

RE: Borrower(s): RICHARD WILLIAM ROGERS

Property Address: 8624 OAKLAWN AVENUE,  
NO. 13 (CANOGA PARK AREA)  
LOS ANGELES, CALIFORNIA 91304

Document Date: FEBRUARY 12, 2010  
Closing Date: FEBRUARY 17, 2010  
Disbursement: FEBRUARY 17, 2010  
Case No.:  
Loan No.: 200911000  
App. No.:  
Order No.: 2a-1000001  
Escrow No.: ML-09876

SPECIFIC CLOSING INSTRUCTIONS

LOAN DOCUMENTS:

We enclose the following documents necessary to complete the above referenced loan transaction:

(X) Note	(X) Allonge to Note	(X) Worksheets
(X) Deed of Trust	(X) Truth-in-Lending	(X) Loan Application
(X) Condominium Rider	(X) Payment Letter	(X) Patriot Act
(X) Transfer of Servicing	(X) Initial Escrow Acct. Disc.	(X) Borrowers Cert.
(X) Itemization of amt fin.	Stmnt.	(X) 4506T
(X) Impound Auth.	(X) Fair Lending Notice	

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement to **each** Borrower.

LOAN TERMS:

Loan Amount: 202,000.00	ARM Loan: ( ) Yes (X) No
Initial Advance:	Index:
Sales Price: 252,500.00	Margin:
Term (Months): 360	Periodic Rate Cap:
Interest Rate: 5.125	Lifetime Rate Cap:
Initial Payment: 1,099.86	Lifetime Rate Floor:
First Payment Date: APRIL 1, 2010	Interest Change Date:
Last Payment Date: MARCH 1, 2040	Payment Change Date:
	Loan Purpose: PURCHASE

PAYOFF REQUIREMENTS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff:

CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS:

REAL ESTATE COMMISSIONS FOR SUBJECT PROPERTY MAY NOT EXCEED 8%  
UNDERWRITER TO REVIEW HUD AND CASH TO CLOSE  
ADDED 2-11-10, VERIFY TRANSFER OF FUNDS FROM EQUIVEST TO WELLS FARGO..  
\*\*SEE ATTACHED ADDENDUM TO CLOSING INSTRUCTIONS\*\*

WE ARE TO BE AT NO EXPENSE IN THIS TRANSACTION

TITLE INSURANCE REQUIREMENTS:

You are authorized to use funds for the account of the Borrowers and to record all instruments when you comply with the following:

- THIS LOAN MUST RECORD IN 1ST LIEN POSITION ON OR PRIOR TO THE DISBURSEMENT DATE NOTED ABOVE. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY.
- Vesting to read: WILLIAM ADAN ANDERSON, AN UNMARRIED MAN
- Title Policy must contain the following endorsements (or their equivalents): 8.1, 100, 116, 115.1, 100.13, 116.2
- ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except (i) the lien of our loan in the amount of our loan on the property described herein showing the Instrument or Document Number and the date of recording of the Security Instrument; (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable: ( PAY TAXES CURRENT FOR 2009/2010 ) ; (iii) other items as permitted by us; and (iv) the following items as shown on the preliminary title report, commitment, binder or equivalent dated JANUARY 15, 2010: 1-9

SECONDARY FINANCING:

Secondary financing in the amount of \$ NONE has been approved.

ESTIMATE OF FEES AND COSTS:

ITEM	AMOUNT	POC	PAID BY
LOAN ORIGATION FEE to: TRISTAR FINANCIAL CO	\$2,020.00		Borrower
LOAN DISCOUNT POINTS to: TRISTAR FINANCIAL CO	\$0.00		Borrower
RECORDING MORTGAGE FEE to: FIRST TITLE CO	\$115.00		Borrower
TIE IN FEE to: SOUTHERN ESCROW	\$250.00		Borrower
APPRAISAL FEE to: B & K APPRAISAL SERVICES, I	\$375.00	\$375.00	Borrower
APPRAISAL FEE to: B & K APPRAISAL SERVICES, I	\$375.00		Borrower
ESCROW FEE to: SOUTHERN ESCROW	\$705.00		Borrower
LENDER'S TITLE INSURANCE FEE to: FIRST TITLE	\$416.00		Borrower
TITLE ENDORSEMENT FEE to: FIRST TITLE CO	\$50.00		Borrower
SUB ESCROW FEE to: FIRST TITLE COMPANY	\$70.00		Borrower
APPRAISAL REVIEW FEE to: B & K APPRAISAL SERV	\$40.00		Borrower
HOA FEE to: FIRST TITLE COMPANY	\$90.00	\$90.00	Borrower
PROCESSING FEE to: TRISTAR FINANCIAL CORP.	\$495.00		Borrower
UNDERWRITING FEE to: TRISTAR FINANCIAL CORP.	\$795.00		Borrower
OWNER'S TITLE INSURANCE FEE to: FIRST TITLE	\$587.21		Other
TRANSFER TAX to: FIRST TITLE COMPANY	\$1,414.00		Other
ELECTRONIC DELIVERY to: SOUTHERN ESCROW	\$100.00		Borrower
COURIER FEE to: SOUTHERN ESCROW	\$60.00		Borrower
INSURANCE CERT to: FIRST TITLE COMPANY	\$125.00		Borrower
WIRE FEE to: FORST TITLE COMPANY	\$45.00		Borrower
COUNTY PROPERTY TAX to: FIRST TITLE COMPANY	\$1,082.38		Borrower
HOA DUES to: FIRST TITLE COMPANY	\$190.00		Borrower
HO6 to: FIRST TITLE COMPANY	\$538.00		Borrower

Subtotal of Estimated Fees and Costs: \$ 9,657.59

PER DIEM INTEREST: SEE ATTACHED ADDENDUM

From: 02/17/10 To: 03/01/10  
(Anticipated Closing Date)

12 days at \$ 28.36 per day Subtotal of Per Diem Interest: \$ 340.32

IMPOUNDS/ESCROWS:

Impound/escrow checks should be made payable to and sent to us together with the original final HUD-1 Settlement Statement.

HAZARD INSURANCE	3	month(s) at \$ 44.83	per month = \$ 134.49
COUNTY TAX	2	month(s) at \$ 268.75	per month = \$ 537.50
		month(s) at \$	per month = \$
		month(s) at \$	per month = \$
		month(s) at \$	per month = \$
		month(s) at \$	per month = \$
Aggregate Escrow Adjustment:			\$ -44.83

Impound Subtotal: \$ 627.16  
Mortgage Ins. Premium: \$  
TOTAL OF FEES AND COSTS: \$ 10,625.07

HUD-1 SETTLEMENT STATEMENT:

The final HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Fax a certified copy of the final HUD-1 Settlement Statement to TRISTAR FINANCIAL CORP. @ (310)321-4567

Attention: Quality Assurance. Send the original final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: TRISTAR FINANCIAL CORP., 1000 MAIN STREET, LOS ANGELES, CALIFORNIA 90025, Phone:(310)321-4567 FAX:(310)321-4568

ADDITIONAL INFORMATION: BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS.

If for any reason this loan does not close within 48 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to: TRISTAR FINANCIAL CORP. 1000 MAIN STREET, LOS ANGELES, CALIFORNIA 90025

If you have any questions regarding any of these instructions, please contact TRISTAR FINANCIAL CORP. at (310)321-4567.

BORROWER ACKNOWLEDGMENT:I/We have read and acknowledged receipt of these Closing Instructions.

Borrower	RICHARD WILLIAM ROGERS	Date	Borrower		Date
Borrower		Date	Borrower		Date
Borrower		Date	Borrower		Date

ACKNOWLEDGED AND AGREED:

Settlement Agent Date  
MARY LEE



FROM: TRISTAR FINANCIAL CORP. 1000 MAIN STREET LOS ANGELES, CALIFORNIA 90025 Phone: (310) 321-4567 FAX: (310) 321-4568	Document Date: FEBRUARY 12, 2010
TO: SOUTHERN ESCROW 1001 MAIN STREET LOS ANGELES, CALIFORNIA 90025 Phone: (310) 321-9876 Fax: (310) 321-9875	Closing Date: FEBRUARY 17, 2010
ATTN: SARI HALL	Disbursement Date: FEBRUARY 17, 2010
RE: Borrower(s): RICHARD WILLIAM ROGERS	Case No.:
	Loan No.: 200911000
	App. No.:
	Order No.: 2a-1000000
	Escrow No.: ML-09876
Property Address: 8624 OAKLAWN AVENUE, NO. 13 (CANOGA PARK AREA), LOS ANGELES, CALIFORNIA 91304	

ADDENDUM TO CLOSING INSTRUCTIONS

(Additional conditions to be satisfied prior to disbursement of loan proceeds)

ADDED 2-11-10, VERIFY ALL FUNDS USED TO CLOSE ESCROW, INCLUDING  
ESCROW DEPOSIT \$7200.00

EVIDENCE OF RECEIPT OF THE GIFT FUNDS INTO ESCROW (COPY OF CHECK  
AND ESCROW DEPOSIT RECEIPT) OR BORROWER'S BANK ACCOUNT (COPY OF  
CHECK AND DEPOSIT RECEIPT) UTR

VERBAL VOE COMPLETED BY LENDER NO SOONER THAN 2 DAYS PRIOR TO  
FUNDING

TELEPHONE CONFIRMATION OF EMPLOYMENT INCLUDING DATE OF EMPLOYMENT

SELLER CREDIT NOT TO EXCEED \$5800

APPRAISER TO ANSWER QUESTION RE: ENVIROMENTAL CONDITIONS, ON PAGE  
1, SHOULD BE YES OR NO

CERTIFICATE OF MASTER HOA INSURANCE AND H06 COVERAGE

\*\*MASTER IN THE FILE, NEED H06 \*\*\*

FINAL TYPED, SIGNED, AND DATED LOAN APPLICATION FNMA 1003

NAME AFFIDAVIT

CLOSING PROTECTION LETTER

ACKNOWLEDGED AND AGREED:

Settlement Agent	Date
MARY LEE	

FROM: TRISTARFINANCIAL CORP. 1000 MAIN STREE LOS ANGELES, CALIFORNIA 90025 Phone:(310)321-4567 FAX:(310)321-4568 TO: SOUTHERN ESCROW 1001 MAIN STREET LOS ANGELES, CALIFORNIA 90025 Phone:(310)321-9876 Fax:(310)321-9875  ATTN: MARY LEE   RE: Borrower(s): RICHARD WILLIAM ROGERS   Property Address: 8624 OAKLAWN AVENUE, NO. 13 (CANOGA (PARK AREA) LOS ANGELES, CALIFORNIA 91304	Document Date: FEBRUARY 12, 2010  Closing Date: FEBRUARY 17, 2010  Disbursement Date: FEBRUARY 17, 2010  Case No.:  Loan No.: 200911000  App. No.:  Order No.: 2a-100001  Escrow No.: LM-09876
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**ADDENDUM TO CLOSING INSTRUCTIONS**  
(Additional costs and fees)

**ESTIMATE OF FEES AND COSTS**

ITEM	AMOUNT	POC	PAID BY
DOCUMENT PREPARATION to: FIRST TITLE CO.	185.00		Borrower

<b>ACKNOWLEDGED AND AGREED:</b>	<div>Settlement Agent</div> MARY LEE	<div>Date</div>
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Tax Information Sheet

Instructions: This form must be completed on every loan and submitted with the closing package for review prior to funding. Complete any of the following tax authority sections that apply to this property. Taxes which are due within 60 days of closing or are presently past due must be paid by the closing agent. In addition, proof of payment via a paid receipt must be attached.

Borrower: Loan No.

Property Address:

Mailing Address:

Owner of Record on January 1st of Current Year:

Previous Owner:

If new property, estimated annual real estate tax:

If existing property, amount of last tax bill:

Note: If property contains more than one parcel or lot, you must provide each individual tax ID number.

City/Town Tax payable to:

Tax Authority Name:

Tax Authority Address:

Telephone:

Tax ID/Account #:

Estimated Annual Tax: Improvement levy/supplemental Amount:

Last paid date: Amount paid: Period covered:

Next due date: Amount due: Period covered:

Monthly Escrow: Discount date: Penalty date:

Required Frequency of Payment: Annually Semi-Annually Quarterly Monthly

County Tax payable to:

Tax Authority Name:

Tax Authority Address:

Tax ID/Account #:

Estimated Annual Tax: Improvement levy/supplemental Amount:

Last paid date: Amount paid: Period covered:

Next due date: Amount due: Period covered:

Monthly Escrow: Discount date: Penalty date:

Required Frequency of Payment: Annually Semi-Annually Quarterly Monthly

Other: School/Ground Rent/Leasehold/Etc. Tax payable to:

Tax Authority Name:

Tax Authority Address:

Tax ID/Account #:

Estimated Annual Tax: Improvement levy/supplemental Amount:

Last paid date: Amount paid: Period covered:

Next due date: Amount due: Period covered:

Monthly Escrow: Discount date: Penalty date:

Required Frequency of Payment: Annually Semi-Annually Quarterly Monthly

Certification

I have completed this form accurately and completely and certify one of the following:

A. This is to certify that I have determined the taxes to be current through the last tax period and further that taxes will next be due on which is beyond the 60 day requirement.

B. This is to certify that I have obtained the tax bills for the property captioned above and have paid those taxes in full in the amount of \$ on for the taxes due on. A tax receipt is attached. Taxes are now current and are next due on

C. Taxes are due less than 60 days from closing but bills are unavailable. Payment in the amount of \$ was collected at closing; payment will be made by Closing Agent/Lender (select one).

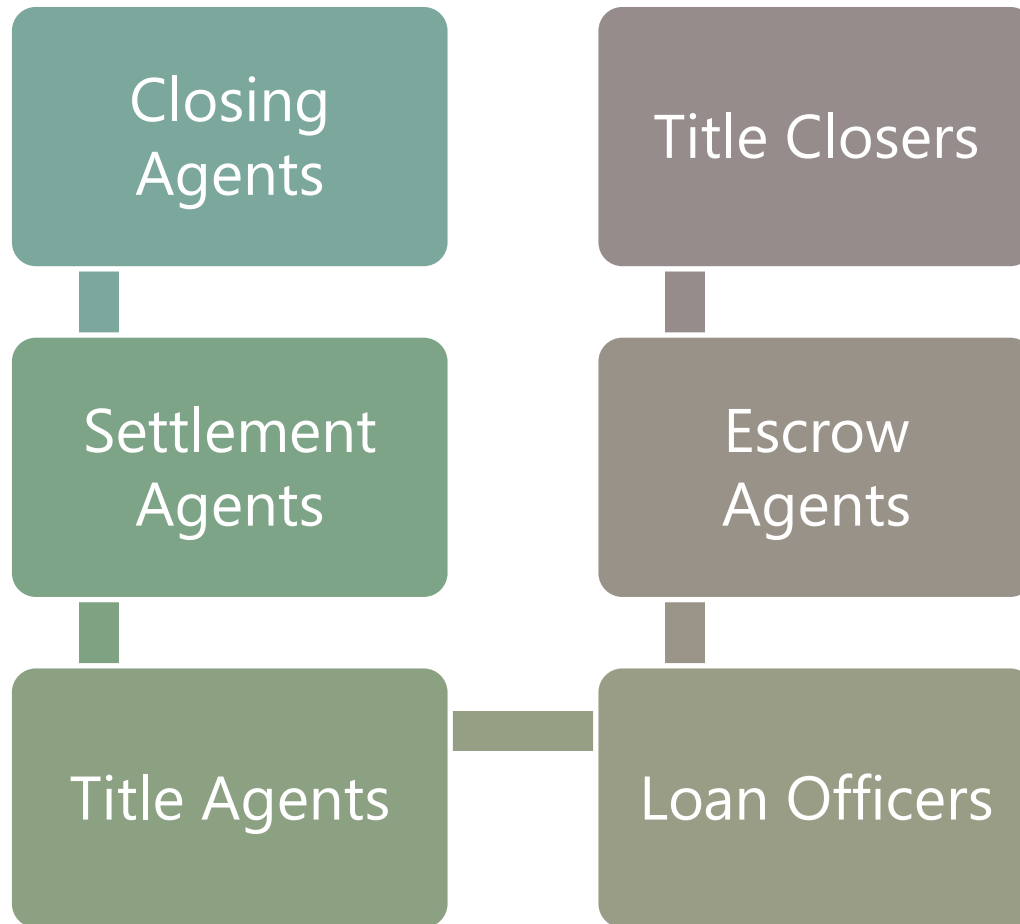
\*\*Internal Use Only: SunTrust to disburse taxes Lender to disburse taxes

Closing Agent Signature Date

# NSAs Have Been Called:



# Signing Agents Are NOT:



# Summary



- Close Loans
- Conduct Settlements
- Administer Escrows
- Handle Funds
- Hold Documents in Trust

***Should a non-California NSA  
complete the California  
acknowledgment certificate with its  
“penalty of perjury” clause?***

# California Acknowledgment

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



# Poll Question

If I encountered a California acknowledgment:

- I would complete it
- I would cross out “California” in the penalty of perjury clause and write in my state
- I would cross out the entire acknowledgment and attach my state’s acknowledgment
- I would refuse the notarization

# Questions to Ask

## Practical Question

- Q. What will a California recorder accept?
- A. Any acknowledgment conforming with the laws of your state

## Personal Question

- Q. Does your conscience allow you to complete the penalty of perjury clause?
- A. Only you can answer this question

## Legal Question

- Q. Is the penalty of perjury clause enforceable?
- A. Possibly. It hasn't been tested yet.

# What Should You Do?



If you complete the CA acknowledgment, be sure you know the ramifications:

- You are signing under penalty of perjury
- You are subject to California law

If you do not complete the CA acknowledgment:

- Attach a properly-completed state form
- Understand that your state probably has a penalty for completing a false certificate

# Poll Question

In today's webinar I found the following discussion most helpful:

- Notarizing a postdated security instrument
- Using a signature/name affidavit to identify a borrower
- Knowing how much E&O insurance to carry
- Signing documents calling for “closing agent's” signature
- Completing the CA all-purpose acknowledgment certificate

# Contacts

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- NNA webinar archives may be found at:  
<http://www.nationalnotary.org/webinar-archives/index.html>