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

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

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

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

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

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

Current Loan
- Must have closed before May 31, 2009
- Must be current on mortgage

No
- Appraisal
- Underwriting
- Underwater limits (80%+ LTV)

FNMA/FHLMC
- Fannie Mae or Freddie Mac must hold current mortgage

Deadline
- Extended to December 31, 2013
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

**Predate**
- Date *before* actual date
- Date in the *past*

**Postdate**
- Date *later* than actual date
- Date in the *future*
HARP Loans: The Point at Issue

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?

- Signed Docs Held Until Postdated Date
- D.o.T./Mortgage Recorded on Postdated Date
- All Lender’s HARP Loans Funded on Postdated Date

Bulk Funding
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?

One you...

...assures a lender you are you

...with many names...

© 2012 National Notary Association
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)

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

<table>
<thead>
<tr>
<th>Occurrence Basis¹</th>
<th>Claims Made Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act occurred during policy period</td>
<td>Claim made during policy period</td>
</tr>
<tr>
<td>No underwriting</td>
<td>Underwriting required</td>
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<tr>
<td>Policy limits to $100,000</td>
<td>Policy limits &lt; $100,000</td>
</tr>
<tr>
<td>“Tail coverage” built in</td>
<td>“Tail coverage” additional</td>
</tr>
<tr>
<td>Premium is affordable</td>
<td>Premium is more expensive</td>
</tr>
</tbody>
</table>

¹ Applies to all NNA E&O policies only; for other products, check your policy or insurance agent for details
### Examples

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

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1. Example is for a California 1-year policy to insure through the statute of limitations (up to 6 years in California).
2. NNA California E&O policy.
3. Other insurance agent offering found online. Limit is $125,000 per event/$250,000 aggregate.
4. 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 ....
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 1000 MAIN STREET LOS ANGELES, CALIFORNIA 90025 Loan Number: 200911000

ACKNOWLEDGED AND AGREED: 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

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) Deed of Trust  
(X) Condominium Rider  
(X) Transfer of Servicing  
(X) Itemization of amt fin. Stmt.  
(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  
Initial Advance:  
Sales Price: 252,500.00  
Term (Months): 360  
Interest Rate: 5.125  
Initial Payment:  
First Payment Date: APRIL 1, 2010  
Last Payment Date: MARCH 1, 2040

ARM Loan: ( ) Yes (X) No  
Index:  
Margin:  
Periodic Rate Cap:  
Lifetime Rate Cap:  
Lifetime Rate Floor:  
Interest Change Date:  
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:

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:

1. 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.

2. Vesting to read: WILLIAM ADAN ANDERSON, AN UNMARRIED MAN

3. Title Policy must contain the following endorsements (or their equivalents): 8.1, 100, 116, 115.1, 100.13, 116.2  
4. 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:  
   (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 $5 NONE has been approved.

WE ARE TO BE AT NO EXPENSE IN THIS TRANSACTION
**SEE ATTACHED ADDENDUM TO CLOSING INSTRUCTIONS**
ESTIMATE OF FEES AND COSTS:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
<th>POC</th>
<th>PAID BY</th>
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<tbody>
<tr>
<td>LOAN ORIGINATION FEE to: TRISTAR FINANCIAL CO</td>
<td>$2,020.00</td>
<td>Borrower</td>
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<td>LOAN DISCOUNT POINTS to: TRISTAR FINANCIAL CO</td>
<td>$0.00</td>
<td>Borrower</td>
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<td>RECORDING MORTGAGE FEE to: FIRST TITLE CO</td>
<td>$115.00</td>
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<td>TIE IN FEE to: SOUTHERN ESCROW</td>
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<td>APPRAISAL FEE to: B &amp; K APPRAISAL SERVICES, I</td>
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<td>APPRAISAL FEE to: B &amp; K APPRAISAL SERVICES, I</td>
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<td>ESCROW FEE to: SOUTHERN ESCROW</td>
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<td>LENDER’S TITLE INSURANCE FEE to: FIRST TITLE CO</td>
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<td>TITLE ENDORSEMENT FEE to: FIRST TITLE CO</td>
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<td>SUB ESCROW FEE to: FIRST TITLE COMPANY</td>
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<td>UNDERWRITING FEE to: TRISTAR FINANCIAL CORP.</td>
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<td>OWNER’S TITLE INSURANCE FEE to: FIRST TITLE CO</td>
<td>$587.21</td>
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<td>TRANSFER TAX to: FIRST TITLE CO</td>
<td>$1,414.00</td>
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<td>ELECTRONIC DELIVERY to: SOUTHERN ESCROW</td>
<td>$100.00</td>
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<td>COURIER FEE to: SOUTHERN ESCROW</td>
<td>$60.00</td>
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<td>INSURANCE CERT to: FIRST TITLE COMPANY</td>
<td>$125.00</td>
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<td>WIRE FEE to: FIRST TITLE COMPANY</td>
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<td>HOE to: FIRST TITLE COMPANY</td>
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Subtotal of Estimated Fees and Costs: $ 9,657.59

PER DIEM INTEREST:

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 |

Aggregate Escrow Adjustment: $ -44.83

Impound Subtotal: $ 627.16
Mortgage Ins. Premium: $ 1,025.07
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: If we have read and acknowledged receipt of these Closing Instructions.

Borrower Richard William Rogers Date

Borrower Date

Borrower Date

ACKNOWLEDGED AND AGREED:

Settlement Agent Date

MARY LEE

Page 2 of 2
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: ENVIRONMENTAL 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:

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
Fax: (310) 321-9875

ATTN: SARI HALL

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.: 200911000
App. No.: 2a-1000000
Escrow No.: ML-09876

Settlement Agent Date

MARY LEE
FROM: TRISTARFINANCIAL 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 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  

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**ADDENDUM TO CLOSING INSTRUCTIONS**  
(Additional costs and fees)  

**ESTIMATE OF FEES AND COSTS**  

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<th>ITEM</th>
<th>AMOUNT</th>
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**ACKNOWLEDGED AND AGREED:**  

Settlement Agent: MARY LEE  
Date: FEBRUARY 12, 2010  

Settlement Agent Date: FEBRUARY 17, 2010  

Case No.: 200911000  

Loan No.: 2a-100001  

App. No.:  

Order No.: LM-09876  

Disbursement Date: FEBRUARY 17, 2010
## 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 | ___________________________ |
| 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:

- Notary
- Mobile Notary
- Notary Signing Agent
- Lay Witness Closer
- Signing Agent
- Loan Signing Agent
- Witness Closer
- Remote Closer
- Courtesy Signer
Signing Agents Are **NOT:**

- Closing Agents
- Settlement Agents
- Title Agents
- Escrow Agents
- Title Closers
- Loan Officers
Summary

NSAs Do Not

• 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

• Bill Anderson: banderson@nationalnotary.org
• NNA webinar archives may be found at: http://www.nationalnotary.org/webinar-archives/index.html