**PREMIUM AND SERVICE CHARGE DISCLOSURE STATEMENT**  
(Form T-1)

To: ______________________________

Based upon the information available to us at this time, we estimate that you will pay, as part of your residential real estate transaction, the following premiums, charges, and/or fees:

1. Title insurance premium
   - Owner’s premium
   - Loan premium
   - Total premium

2. Title service charge(s)
   - Abstract
   - Title Search
   - Examination
   - Clearing items
   - Processing Fee

3. Closing charge(s)
   - Settlement
   - Escrow
   - Closing fees
   - Closing protection fee – seller
   - Closing protection fee – buyer/lender
   - Funding Fee

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
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</tbody>
</table>

Title insurance premium and a closing protection fees have been calculated according to rates filed with the Missouri Department of Commerce and Insurance. Title service charges, closing charges, and other fees are not limited by state law.

For further general information regarding title insurance, you may visit the Insurance Division’s website at [www.insurance.mo.gov](http://www.insurance.mo.gov), or call the Missouri Department of Commerce and Insurance at (800) 726-7390.

Date _______ Title Agent __________________________________________

DCI  
Form T-1  
Revised 01/27/20
NOTICE OF CLOSING OR SETTLEMENT RISK
(Form T-3)

To: ____________________________

Under section 381.058.3, RSMo, a title insurer has the authority to issue Closing Protection Letters ONLY for transactions in which it is issuing a title insurance policy and its policy issuing agent or agency is performing closing or settlement services. Because the title insurer, agency or agent performing settlement or closing services for your transaction is not issuing a commitment, binder or title insurance policy, you are not being issued a Closing Protection Letter.

A Closing Protection Letter protects a buyer, lender or seller against losses because of the following acts of the title insurer’s named issuing title agency or agent:
   a) Acts of theft of settlement funds or fraud with regard to settlement funds; and
   b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage.

Receipt

I/We have received the Notice of Closing or Settlement Risk.

By: ____________________________ Date:
   BUYER/SELLER Name

By: ____________________________ Date:
   BUYER/SELLER Name

OR

I, [PRINTED TITLE INSURANCE AGENT name] delivered the Notice of Closing or Settlement Risk to [BUYER/SELLER Name] on [DATE].

By: ____________________________ Date:
   TITLE INSURANCE AGENT

DCI
Form T-3
Revised 01/27/20
AGENCY FINANCIAL INTEREST REPORT
(Form T-5A)

Date:
Agency:
Agency contact for questions:

1. List each person or entity which has a financial interest in the agency. List the full names of each person or entity with a financial interest in the agency.

2. List each person or entity in which the agency has a financial interest. List the full names of each person or entity in which the agency has a financial interest.

3. Were there material transactions between the agency and persons or entities identified in questions 1 or 2 above? ☐ Yes  ☐ No

4. If the answer to 3 is yes, list each material transaction:

<table>
<thead>
<tr>
<th>Parties to transaction</th>
<th>Description of transaction</th>
<th>Amount</th>
</tr>
</thead>
</table>
INSTRUCTIONS FOR COMPLETION OF THE T-5A

All title agencies are required to file the T-5A by March 31 of each year and must resubmit the form within thirty (30) days of any change to the information submitted. See § 381.029 and 20 CSR 500-7.070 (2)(A).

If any person or entity listed in response to Item 1 is a producer or associate of a producer of title business you will also need to file a Form T-5B.

If more room is needed for any response, you may attach additional pages.

The form may be delivered to the Consumer Affairs Division, Room 530, 301 W. High Street, Jefferson City, Missouri 65101, or electronically via email to the Consumer Affairs Division at consumeraffairs@insurance.mo.gov. If the form is submitted electronically, it must be in a Word-readable or PDF format. When filing via email, indicate in the subject line of the email that this is a T-5A and whether this form is entitled to confidential treatment.

The following definitions may also be useful for reference:

“Financial interest” means any interest, legal or beneficial, that entitles the holder directly or indirectly to one percent or more of the net profits or net worth of the entity in which the interest is held, but does not include payments to principal or interest made to a mortgage holder of the title agency. See § 381.031 (9), RSMo Cum. Supp. 1999.

“Material transaction” means any single transaction with a monetary value of one hundred dollars ($100) or more, or any series of transactions with a monetary value of six hundred dollars ($600) or more during the reporting period, and which are between the agency and a party with a financial interest in the agency or in which the agency holds a financial interest. For the purposes of section 381.029, the following transactions are not considered to be material transactions: (1) Employee salaries or bonuses, (2) profit distributions in proportion to financial interests, (3) any payment reflected on a settlement statement or pursuant to an escrow agreement (4) or any payment to a realtor for commission. See 20 CSR 500-7.020(1)(E).

Carefully review the applicable statues and regulations before completing the form. Relevant statutes and rules include:

- 381.031 (9), RSMo Cum. Supp. 1999, which defines financial interest;
- 381.029.3, RSMo (2016), which requires the Director to establish rules for reporting of agencies’ owners and agencies’ ownership interests in other persons or businesses;
- 20 CSR 500-7.020 (2) (E), which defines material transaction;
- 20 CSR 500-7.070 (2) (A), which requires all agencies to file the T-5A annually by March 31, and within 30 days of any material change; and
- 20 CSR 500-7.070 (3), which provides the address to which the form is to be sent.
AFFILIATED BUSINESS ARRANGEMENT REPORT
(Form T-5B)

Date:
Agency:
Agency contact for questions:

List the names and addresses of all persons or entities with a financial interest in the agency who you know to be, or have reason to believe are, producers or associates of producers of title business. Use additional pages as needed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
</table>

DCI
Form T-5B
Revised 01/27/20
INSTRUCTIONS FOR COMPLETION OF THE T-5 B

All title agencies, title insurers, and title agents required to file a T-5B form must file by **March 31 of each year** and must resubmit the form within thirty (30) days of any change to the information submitted. See § 381.029 and 20 CSR 500-7.070 (2)(B).

Any person or entity identified in the T-5B should also be identified on the T-5A in response to Item 1. It is not necessary to report persons or entities simply on the bases of their ownership of a publicly-traded insurer.

If more room is needed for any response, you may attach additional pages.

The form may be delivered to the Consumer Affairs Division, Room 530, 301 W. High Street, Jefferson City, Missouri 65101, or electronically via email to the Consumer Affairs Division at consumeraffairs@insurance.mo.gov. If the form is submitted electronically, it must be in a Word-readable or PDF format.

The following definition may also be useful for reference:

"**Financial interest**" means any interest, legal or beneficial, that entitles the holder directly or indirectly to one percent or more of the net profits or net worth of the entity in which the interest is held, but does not include payments to principal or interest made to a mortgage holder of the title agency. See § 381.031 (9), RSMo Cum. Supp. 1999.

"**Producer of title business**" or "**producer**" means any person, including any officer, director, or owner of five percent or more of the equity or capital of any person, engaged in this state in the trade, business, occupation or profession of (a) Buying or selling interests in real property, (b) making loans secured by interests in real property or (c) acting as a broker, agent, representative or attorney of a person who buys or sells any interest in real property who lends or borrows money with such interests as security. See § 381.031 (15), RSMo Cum. Supp. 1999.

Carefully review the applicable statutes and regulations before completing the form. Relevant statutes and rules include:

- 381.031 (15), RSMo Cum. Supp. 1999, defining producer of title insurance business;
- 381.029.1 (3), RSMo (2016) defining associate;
- 381.031 (9), RSMo Cum. Supp. 1999, defining financial interest;
- 381.029.4 RSMo, (2016) which requires the director to establish rules for reporting of producers or associates of producers, who have a financial interest in title insurers, agencies and agents;
- 20 CSR 500-7.070 (2) (B) which describes the title insurers, agencies and agents required to file the T-5B; and
- 20 CSR 500-7.070 (3), which provides the address to which the form is to be sent.
SELLER’S CLOSING PROTECTION LETTER

_______________ TITLE INSURANCE COMPANY

Name
Address

Date:

Agent ID

“Issuing Agent”
Agent Name
Agent Address

Transaction (hereafter, “the Real Estate Transaction”):

Re: Closing Protection Letter

Dear Madam or Sir:

_______________ Title Insurance Company (the “Company”) agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

A Commitment or Policy of the Company is issued in connection with the closing of the Real Estate Transaction; You are to be the seller or lessor of an interest in land; and

(A) A Commitment or Policy of the Company is issued in connection with the closing of the Real Estate Transaction; and,

(B) You are to be the seller or lessor of an interest in land;

and provided the loss arises out of:

Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closing.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:

   A. Loss or impairment of settlement funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing
instructions to deposit the funds in a bank which you designated by name.

B. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

C. Your settlement or release of any claim without the written consent of the Company.

D. Any matters created, suffered, assumed or agreed to by you or known to you.

E. Loss or impairment of your funds if held by or disbursed to the Issuing Agent, subsequent to the closing of the Real Estate Transaction, if the Issuing Agent acts in the capacity of an IRC Section 1031 qualified intermediary or facilitator.

2. The protection offered herein shall not exceed the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4. The Issuing Agent is the Company’s agent only for the limited purpose of issuing title insurance policies, and is not the Company’s agent for the purpose of providing other closing or settlement services. The Company’s liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company’s liability with respect to its title insurance binders, commitments or policies.

5. You must promptly send written notice of a claim under this letter to the Company at its principal office at ________________________________. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

6. The protection herein offered extends only to real property transactions in Missouri.

Any previous closing protection letter or similar agreement provided to you is hereby cancelled only with respect to the Real Estate Transaction.

____________________ TITLE INSURANCE COMPANY

By: ________________________________

DIFP
T-8alt
Revised 1/17/08
CLOSING PROTECTION LETTER

_______________ TITLE INSURANCE COMPANY

Lender (or Buyer) Name
Lender (or Buyer) Address
Lender (or Buyer) Address

Date

Agent ID
“Issuing Agent”
Agent Name
Agent Address
Agent Address

Transaction (hereafter, “the Real Estate Transaction”):

Re: Closing Protection Letter

Dear Madam or Sir:

____________________Title Insurance Company (the “Company”) agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

(A) Title insurance of the Company is specified for your protection in connection with the closing; and,

(B) You are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land;

and provided the loss arises out of:

1. Failure of the Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land;
land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document; or

2. Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closings to the extent such theft or fraud affects the status of the title to said interest in land or the validity, enforceability or priority of the lien of said mortgage or deed of trust on said interest in land; or

3. Acts of theft of or fraud with regard to the purchaser’s earnest money or settlement funds deposited with Issuing Agent.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:

   A. Failure of the Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.

   B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

   C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

   D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

   E. Your settlement or release of any claim without the written consent of the Company.

   F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. The protection herein offered shall not exceed the amount of settlement funds you transmit to the Issuing Agent.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4. The Issuing Agent is the Company’s agent only for the limited purpose of issuing title insurance policies, and is not the Company’s agent for the purpose of providing other closing or settlement services. The Company’s liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company’s liability with respect to its title insurance binders, commitments or policies.

5. You must promptly send written notice of a claim under this letter to the Company at its principal office at ________________ . The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

6. The protection herein offered extends only to real property transactions in Missouri.

Any previous closing protection letter provided to you is hereby cancelled only with respect to the Real Estate Transaction.

_______________ TITLE INSURANCE COMPANY

By: ________________________________
NOTICE OF AVAILABILITY OF OWNER’S TITLE INSURANCE
(Pursuant to RSMo Section 381.015)

Issued By:
NAME OF UNDERWRITER NAME OF POLICY ISSUING AGENCY/AGENT
STREET ADDRESS STREET ADDRESS
CITY, STATE ZIP CODE CITY, STATE, ZIP CODE

To:
PURCHASER/BUYER NAME
STREET ADDRESS
CITY, STATE ZIP CODE

Purchasing Property Identified As:
STREET ADDRESS -OR- BRIEF DESCRIPTION
CITY, STATE ZIP CODE COUNTY, STATE

Pursuant to the requirement of an Act of the Legislature of the State of Missouri, notice is hereby given that a Mortgagee’s Title Insurance Policy (“Loan Policy Of Title Insurance”) is to be issued to your Mortgage Lender and that such policy does not afford title insurance protection to you in the event of a defect in the title to the real estate in which you are the owner of the property being purchased.

You are hereby advised of your right and opportunity to obtain an Owner’s Title Insurance Policy in your favor, subject to the terms, conditions and exclusions therein, for the amount of your purchase price (or the amount of your purchase price plus the costs of any improvements which you anticipate making). The approximate additional cost to you for an Owner’s Title Insurance Policy in the amount of $POLICY AMOUNT is $PRICE, not including any costs to obtain additional coverages you may request through the deletion of standard exceptions, the issuance of policy endorsements and/or third party fees, such as charges for the preparation of surveys, if any. You are hereby notified that such right to obtain an Owner’s Title Insurance Policy will expire SIXTY (60) days from the settlement/closing date.

If you are uncertain as to whether you should obtain an Owner’s Policy of Title Insurance, you are urged to seek independent advice.

The Act directs and requires that we obtain a written waiver statement from you such as that set forth below if you do not wish to purchase this protection.

Waiver

This is to certify that the foregoing Notice of right to purchase an Owner’s Title Insurance Policy for the protection of the undersigned (and above named) purchaser(s) has (have) been received and the undersigned purchaser(s) hereby waive(s) such right. It is understood and agreed that the Title Insurer, Title Agency or Title Agent shall have no
responsibility to the undersigned purchaser(s) for the status of the title to the real estate being acquired or for any loss by reason of the complete or partial failure of title.

By: _____________________________  By: _____________________________
   Purchaser Name                   Purchaser Name

Date: ____________________________  Date: ____________________________

DIFP
Form T-2
Revised 01/17/08
Affiliated Business Disclosure

To:
From:
Property:
Date:

This is to give you notice that [referring party] has a business relationship with [settlement services provider(s)]. [Describe the nature of the relationship between the referring party and the provider(s), including percentage of ownership interest, if applicable.] Because of this relationship, this referral may provide [referring party] a financial or other benefit.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that [referring party] is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

……...[signature]

[INSTRUCTIONS TO PREPARER:] [Specific timing rules for delivery of the affiliated business disclosure statement are set forth in 24 CFR 3500.15(b)(1) of Regulation X.] These INSTRUCTIONS TO PREPARERS should not appear on the statement.
**Uniform Premium (Risk Rate) Report**

NOTE: Risk rates must be filed with the department in accordance with 381.181, RSMo 1994. 20 CSR 500-7.100 requires that the risk rates filed include the title insurance agent’s commission. Rates listed below should represent a dollar amount per $1000 of liability written.

Date Filed and Recorded by Department: ______________

<table>
<thead>
<tr>
<th>Description of Risk Amount*</th>
<th>Original Title Insurance for Owners and Leasehold Owners Policies¹</th>
<th>Reissue Title Insurance for Owners and Leasehold Owners Policies²</th>
<th>Title Insurance for Conversion of Contract Purchaser’s and Leasehold Policies¹</th>
<th>Original Title Insurance for Loan Policies³</th>
<th>Reissue Title Insurance for Loan Policies³</th>
<th>Title Insurance for Owners or Leasehold Owners Policies Upon Acquisition in Satisfaction of Debt⁴</th>
<th>Title Insurance for Substitution⁵</th>
<th>Simultaneous Issue Policies⁸</th>
<th>Title Insurance for Builder/Developer (Subdivision Rates)⁹</th>
<th>Other</th>
<th>Other</th>
</tr>
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<tbody>
<tr>
<td>Up to $50,000 of Liability Written</td>
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<td>Over $50,000 and up to $100,000, Add</td>
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<td>Over $100,000 and up to $500,000, Add</td>
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<td>Over $500,000 and up to $10,000,000, Add</td>
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<td>Over $10,000,000 and up to $15,000,000, Add</td>
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<td>Over $15,000,000, Add</td>
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<tr>
<td>Minimum Premium</td>
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</table>
The description of risk amounts shown is provided as a suggestion; other amount classifications will be considered by the department.

1 “Original Title Insurance for Owners and Leasehold Owners Policies” means any owner’s policy insuring fee simple estate for the full value of the premises, or any owner’s policy insuring a leasehold estate for the present market value of such leasehold estate.

2 “Reissue Title Insurance for Owners and Leasehold Owners Policies” means a title insurance policy issued to a purchaser or lessee of real estate from a person whose title as owner has previously been insured by any company prior to the application for a new policy.

3 “Title Insurance for Conversion of Contract Purchaser’s and Leasehold Policies” means a title insurance policy issued to a contract purchaser who has previously obtained a policy from an insurer insuring his/her contract, who subsequently obtains a deed given in pursuance of the contract and makes an application for an owner’s policy from the same insurer and surrenders the previous policy; or a title insurance policy issued to a lessee who has previously obtained a leasehold policy of an insurer insuring his/her lease and subsequently purchases the property, makes application for an owner’s policy from the same insurer and surrenders the previous policy.

4 “Original Title Insurance for Loan Policies” means a mortgage title insurance policy issued for an amount equal to or higher than the principal amount of the mortgage debt.

5 “Reissue Title Insurance for Loan Policies” means a mortgage title insurance policy issued for an owner of property who has had the title to such property previously insured as owner by any title insurer.

6 “Title Insurance for Owners or Leasehold Owners Policies Upon Acquisition in Satisfaction of Debt” means a title insurance policy issued to an insured under a mortgage title policy who acquires title by foreclosure or by voluntary conveyance in extinguishment of debt.

7 “Title Insurance for Substitution” means a title insurance policy issued to a borrower who obtains a substitution loan on the same property by the same lender.

8 “Simultaneous Issue Policies” means an owner’s and mortgagee’s policy(ies) covering identical land which are issued simultaneously.

9 “Title Insurance for Builder/Developer (Subdivision Rates)” means a title insurance policy covering premises owned by one owner which have been platted into multiple lots; a title insurance policy issued to an owner of multiple lots within a platted subdivision; or a title insurance policy issued to an owner who proposes to sell vacant lots to individual purchasers and furnish an owner’s title insurance policy to each purchaser, as evidence of title, in lieu of furnishing an abstract of title.
SELLER’S CLOSING PROTECTION LETTER

_______________ TITLE INSURANCE COMPANY

Name
Address
Date:
Agent ID

“Issuing Agent”
Agent Name Agent Address
Agent Address

Transaction (hereafter, “the Real Estate Transaction”):

Re: Closing Protection Letter

Dear Madam or Sir:

_______________ Title Insurance Company (the “Company”) agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

A Commitment or Policy of the Company is issued in connection with the closing of the Real Estate Transaction; You are to be the seller or lessor of an interest in land; and

(A) A Commitment or Policy of the Company is issued in connection with the closing of the Real Estate Transaction;

(B) You are to be the seller or lessor of an interest in land; and,

(C) The protection offered herein shall not exceed the lesser of five million dollars ($5,000,000) or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent;

and provided the loss arises out of:

Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closing.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
A. Loss or impairment of settlement funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

B. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

C. Your settlement or release of any claim without the written consent of the Company.

D. Any matters created, suffered, assumed or agreed to by you or known to you.

E. Loss or impairment of your funds if held by or disbursed to the Issuing Agent, subsequent to the closing of the Real Estate Transaction, if the Issuing Agent acts in the capacity of an IRC Section 1031 qualified intermediary or facilitator.

2. The protection offered herein shall not exceed the lesser of five million dollars ($5,000,000) or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4. The Issuing Agent is the Company’s agent only for the limited purpose of issuing title insurance policies, and is not the Company’s agent for the purpose of providing other closing or settlement services. The Company’s liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to the Real Estate Transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction. However, this letter does not affect the Company’s liability with respect to its title insurance binders, commitments or policies.

5. You must promptly send written notice of a claim under this letter to the Company at its principal office at ________________________________. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

6. The protection herein offered extends only to real property transactions in Missouri.

Any previous closing protection letter or similar agreement provided to you is hereby cancelled only with respect to the Real Estate Transaction.

____________________ TITLE INSURANCE COMPANY

By: ____________________________

DIFP
T-8 Revised 1/17/08
CLOSING PROTECTION LETTER

_______________ TITLE INSURANCE COMPANY

Lender (or Buyer) Name
Lender (or Buyer) Address
Lender (or Buyer) Address

Date

Agent ID
“Issuing Agent”
Agent Name
Agent Address
Agent Address

Transaction (hereafter, “the Real Estate Transaction”):

Re: Closing Protection Letter

Dear Madam or Sir:

_______________Title Insurance Company (the “Company”) agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

(A) Title insurance of the Company is specified for your protection in connection with the closing;

(B) You are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land;

(C) The protection offered herein shall not exceed the lesser of five million dollars ($5,000,000) or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent;

and provided the loss arises out of:

1. Failure of the Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds

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necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document; or

2. Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closings to the extent such theft or fraud affects the status of the title to said interest in land or the validity, enforceability or priority of the lien of said mortgage or deed of trust on said interest in land; or

3. Acts of theft of or fraud with regard to the purchaser’s earnest money or settlement funds deposited with Issuing Agent.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:

   A. Failure of the Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.

   B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

   C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

   D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

   E. Your settlement or release of any claim without the written consent of the Company.
F. Any matters created, suffered, assumed or agreed to by you or known to you.

2. The protection herein offered shall not exceed the lesser of five million dollars ($5,000,000) or the amount of settlement funds you transmit to the Issuing Agent.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4. The Issuing Agent is the Company’s agent only for the limited purpose of issuing title insurance policies, and is not the Company’s agent for the purpose of providing other closing or settlement services. The Company’s liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company’s liability with respect to its title insurance binders, commitments or policies.

5. You must promptly send written notice of a claim under this letter to the Company at its principal office at ______________________________. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

6. The protection herein offered extends only to real property transactions in Missouri.

Any previous closing protection letter provided to you is hereby cancelled only with respect to the Real Estate Transaction.

__________________ TITLE INSURANCE COMPANY

By: ______________________________

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Annual Title Plant Registration
(One registration for each county)
Due by September 1 of each year

County of coverage: _______________________________

Location of title records:
/address
(city, state, zip code)

Title Insurer or Agency managing title plant:
/name
/address
(city, state, zip code)
(telephone number)

Owner of title plant (if different):
/name
/address
(city, state, zip code)

Is the plant geographically indexed? _____ Yes _____ No

Does the plant index:
Judgments? _____ Yes _____ No
Mechanics liens? _____ Yes _____ No
County taxes? _____ Yes _____ No
Municipal taxes? _____ Yes _____ No
Public utility easements prior to 45 years? _____ Yes _____ No
Public utility assessments? _____ Yes _____ No
Subdivision and condominium assessments? _____ Yes _____ No

How many years does the plant cover? _______________________________

Does the plant duplicate the records of the Recorder of Deeds? _____ Yes _____ No

Does the plant duplicate the records of the Circuit Court? _____ Yes _____ No
Is the plant open to use by licensed title insurance agents not affiliated with or employed by the plant?  _____ Yes  _____ No

If “yes”:
  a. Physical access to the plant?  _____ Yes  _____ No
  b. Access by computer modem?  _____ Yes  _____ No
  c. What is the charge for each use?  
     
  d. How was this charge determined?  
     
  e. Is there any time delay between the request and actual admission to the plant?  _____ Yes  _____ No

  f. Average time delay?  
     
  g. Maximum time delay?  
     
  h. Minimum time delay?  
     
  i. Does the time delay vary according to the time of year?  _____ Yes  _____ No

Does the Recorder of Deeds maintain a geographical index?  _____ Yes  _____ No

Does the County Assessor designate each parcel by a locator or other number?  _____ Yes  _____ No

Do you carry errors and omissions insurance?  _____ Yes  _____ No

  If “yes”:
    a. Name of carrier:  
        
    b. Policy limits:  
        
    c. Deductible:  
        

How many licensed title insurance agents do you employ?  

This statement was prepared by:

Name:  

   ___ Owner ___ Officer ___ Representative

Address:  


Signature      Date