



West Virginia Offices  
Charles Town and Martinsburg

Virginia Offices  
Winchester and Ashburn

Dear Buyer:

Thank you for choosing Briel PC Attorneys to handle your real estate closing. We look forward to working with you to provide you with a professional seamless transaction. Your settlement coordinator will be assigned once the ratified contract is received by our office and they will contact you at that point.

To ensure a smooth transaction please review the attached **Closing Information Form**. This form will provide you with answers to some frequently asked questions. Most of the information is self explanatory, but some elaboration is needed in regard to "title insurance". Lenders require Lender's Title Insurance be purchased in the amount of loan to protect them should any claims arise against the title to the property. Such claims can occur from fraud, misfiling of court records, unrecorded title claims and many other circumstances. As the buyer, you are entitled, and encouraged, to purchase Owner's Title Insurance as well, to protect your interest.

In order for us to better serve you in this transaction, we need you to complete, sign and return the enclosed **Buyer's Info Form** via fax or email. Your prompt-attention to this form is greatly appreciated and necessary in making your closing experience a positive one so please do this as soon as possible as "time is of the essence".

We have several office locations to serve you, so when your closing appointment is scheduled by your agent and/or lender, please be sure to confirm at which location it will occur to avoid any confusion on closing day. Let me know if you have any questions.

Sincerely,

Settlement Coordinator

Enclosures

**Buyer's Info Form**

**Buyer #1:** \_\_\_\_\_  
Marital Status: Single \_\_\_\_\_ Married \_\_\_\_\_

**Buyer #2:** \_\_\_\_\_  
Marital Status: Single \_\_\_\_\_ Married \_\_\_\_\_

Additional Name(s) to be on the Deed on title only, **if any** (to be approved by lender if applicable):

\_\_\_\_\_   
Marital Status: Single \_\_\_\_\_ Married \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Is the property being purchased going to be your principal residence: Yes \_\_\_\_\_ No \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Buyer #1 Social Sec. # \_\_\_\_\_ Cell Phone \_\_\_\_\_

Buyer #2 Social Sec. # \_\_\_\_\_ Cell Phone \_\_\_\_\_

or Tax ID # if Buyer is an LLC, Corporation or Estate \_\_\_\_\_

Email address: \_\_\_\_\_

If obtaining a loan for this purchase, please provide the following information:

Bank/Mortgage Company Name: \_\_\_\_\_

Loan Officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

**A lender's title insurance policy protects the lender, not the buyer/borrower. Some buyer/borrowers are under the mistaken impression that since they have to pay for the lender's title insurance policy it will cover them as an owner if there is a title issue. That is not accurate. The lender's policy protects the Lender ONLY.**

**I / We do hereby acknowledge receipt of the attached title insurance brochure and are aware that Owner's Title Insurance will be issued as part of this transaction:**

\_\_\_\_\_  
(Print Name) (Signature) date

\_\_\_\_\_  
(Print Name) (Signature) date

{{FILENUMB}}

## Closing Information Form

- **What is Briel PC Attorneys' role in working with your lender?** If you are obtaining a loan as part of this transaction, we will be coordinating the closing with your lender. There are many steps in the process that need to be completed in order to get you a final figure for closing. The lender will give you their estimate up front, but the final figure will not be available until closer to the closing date, sometimes on the closing date itself. We will do our best to get your file processed in a timely manner so your the lender can give you a final figure as far in advance of the closing date as possible. This will enable you to obtain your cashier's check or have your funds wired from your bank into our account.
- **What form of funds is required for closing?** Funds due at closing must be in the form of a **cashier's check payable to Briel PC**, or they can be **wired** from your bank into our account. You can request wire instructions from your settlement coordinator. Any shortage in your cashier's check or wire can usually be satisfied by a personal check, as long as it is under \$1,000. We will provide a refund check to you for any overage difference at closing.
- **What is Title Insurance?** Title Insurance will be included in your closing costs. If you are obtaining a loan with a mortgage company or bank, most likely they will require a Lender's Title Insurance Policy, which you will be required to purchase for them. In addition to Lender's Title Insurance you will be issued an Owner's Title Insurance policy to cover your interest in the property. We have included a **Brochure** regarding title insurance for your review. If anyone other than our attorney advises you that you do not "need" to purchase Owner's Title Insurance because it is optional, please contact our office to discuss this with the attorney as we want to be sure you are properly advised prior to closing.
- **Who will be on the Deed as owner(s)?** If you intend to include anyone on the Deed who is not listed on the contract as a buyer, you must give us that information as soon as possible and you must get it approved by your lender, if applicable. A buyer may want their spouse, parent or significant other on the Deed, however, since they are not a borrower obligated on the loan, they didn't get listed on the contract as a buyer. A contract addendum will need to be prepared adding that person to the contract indicating the individual is "to be on title only", so we can have the Deed prepared properly.
- **Who is required to attend closing?** All parties to the contract, and any lender required signatories if applicable, are required to attend closing. If the required parties cannot attend the closing for any reason, please be sure to inform your settlement coordinator as soon as possible so that arrangements can be made to sign your documents prior to closing if possible, or have an Attorney-in-Fact appointed to sign on your behalf at closing. If an Attorney-in-Fact is used a Power of Attorney document will need to be prepared by us, approved by your lender if applicable, and executed by you with a Notary Public prior to closing. The original Power of Attorney will be required at closing.
- **What do I need to bring to closing?** A valid ID will be required at closing for all parties signing in the transaction.



**OLD REPUBLIC TITLE**

# PROTECT YOUR MOST IMPORTANT ASSET

Old Republic Title offers the superior protection of the Homeowner's Policy of Title Insurance, delivering more complete risk coverage, which translates to greater peace of mind for homebuyers. Buying a new home is one of life's most gratifying experiences and might be the biggest investment you will ever make. As you approach closing day, however, all those details can be overwhelming. It's easy to overlook the single most important step in the entire process – the purchase of title insurance on your wonderful new home.

## WHAT IS TITLE?

Title is the legal right that a person has to the ownership and possession of land. Since it is possible that someone other than the seller has a prior legal right to the property you're buying, the premium coverage offered by the Homeowner's Policy provides you with added peace of mind. There can be any number of prior problems that remain undisclosed even after the most careful search of public records. These prior hidden "defects" are very dangerous and sometimes are not discovered for months or even years after you purchase your home. You could be forced to spend substantial money on a legal defense to protect your rights. The Homeowner's Policy helps protect you against covered losses and prior defects, and provides legal defense for covered risks.

## GET THE RIGHT TITLE INSURANCE

Your lender only requires that you purchase a Loan Policy. However, that policy only ensures the lender has a valid, enforceable lien on the property. It does not protect you! The Homeowner's Policy, on the other hand, is designed to protect you from covered title discrepancies arising prior to or concurrent with your purchase of the property.

## PROTECT YOUR INVESTMENT

The Homeowner's Policy provides the most complete title coverage available, including protection against undisclosed heirs, mistakes in recording or errors in tax records.

Our basic coverage protects against prior covered matters, such as:

- Someone claiming an ownership interest in your title
- Leases, contracts or options

affecting your title

- Someone claiming to have rights affecting your title due to forgery or impersonation
- Someone having a right to limit your use of the land
- Unmarketability of your title
- A defective title

In addition to the coverage provided in the traditional Owner's Policy, the Homeowner's Policy offers new and expanded coverages\* for a total of 32 covered risks. Now you can purchase coverage against losses caused by:

- Zoning violations
- Subdivision law violations
- Improvements that encroach into an easement
- Building permit violations
- Covenants, conditions and restrictions
- Lack of vehicular and pedestrian access

- Supplemental assessments arising as a result of construction or a transfer prior to the policy date
- Damage to your house caused from someone with easement rights
- Someone refuses to buy your land because your neighbor's structures are on your land
- Your house or lawn and trees are being damaged by someone with rights to dig a well or mine

\* Some coverages are subject to deductibles and liability caps.

**COVERAGE INCREASES AUTOMATICALLY**  
Your Homeowner's Policy will automatically increase by 10% in value each year for the first five years (up to 150% of the original policy amount) to help cover increases due to inflation.

**ABOUT OUR FOCUS**

Old Republic Title's focus is on providing quality service and value to its customers. As one of the nation's largest title insurance companies, we operate in 49 states and the District of Columbia, through a network of Company-owned offices, subsidiaries, authorized policy-issuing agents and attorneys. Since 1978, the Company has been a wholly-owned subsidiary of Old Republic International Corporation, a Chicago-based, multi-lined insurance company.

**HOW MUCH DOES TITLE INSURANCE COST?**

The single premium is directly related to the value of your home. Typically, it is less expensive than your annual auto insurance. It is a one-time-only expense, paid when you purchase your home, yet it continues to provide complete coverage for as long as you or your heirs own the property.

**THE HOMEOWNER'S POLICY PROVIDES MORE COVERAGE THAN EVER BEFORE. NOW YOU CAN HAVE THE CONFIDENCE AND PEACE OF MIND THAT YOUR TITLE IS PROTECTED, THEREBY INCREASING THE RESALE POTENTIAL OF YOUR HOME. OLD REPUBLIC TITLE OFFERS GREATER COVERAGE, PROTECTION AND PEACE OF MIND.**

Coverage Comparison of Standard ALTA Owner's Policy and Homeowner's Policy of Title Insurance	Standard ALTA Owner's Policy	Homeowner's Policy of Title Insurance
Title to the estate or interest described in Schedule A being vested other than as stated therein	YES	YES
Any defect in or lien or encumbrance on the title	YES	YES
Unmarketability of the title	YES	YES
Lack of right of access to and from the land	YES	YES
You do not have both actual vehicular and pedestrian access to and from the land based upon a legal right	NO	YES
You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the land	NO*	YES
Your title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before you acquired your title	NO*	YES
You are unable to obtain a building permit; you are required to correct or remove the violation; or someone else has a legal right to; and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because of an existing violation of a subdivision law or regulation affecting the land	NO*	YES
You are forced to remove or remedy your existing structures, or any part of them other than boundary walls or fences because any portion was built without obtaining a building permit from the proper government office	NO*	YES+
You are forced to remove or remedy your existing structures, or any part of them because they violate an existing zoning law or zoning regulation	NO*	YES+
You cannot use the land because use as a single-family residence violates an existing zoning law or zoning regulation	NO*	YES
You are forced to remove your existing structures because they encroach onto your neighbor's land	YES	YES+
Someone has a legal right to and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because your neighbor's existing structures encroach onto the land	YES	YES
You are forced to remove your existing structures, which encroach onto an easement or over a building set-back line	YES	YES
Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the land	YES	YES
Your existing improvements, including lawns, shrubbery or trees, are damaged because of future exercise of right to use the surface of the land for the extraction or development of minerals, water or any other substance	NO	YES
Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects your title, which is based upon race, color, religion, sex, handicap, familial status or national origin	NO*	YES
A taxing authority assesses supplemental real estate taxes not previously assessed against the land for any period before the policy date because of construction or a change of ownership or use that occurred before the policy date	NO	YES
Your neighbor builds any structures after the policy date which encroach onto the land	NO	YES
The residence with the address is not located on the land at the policy date	NO	YES
The map, if any, attached to the policy does not show the correct location of the land according to the public records	NO	YES

\* Coverage for the item is not provided in the ALTA Owner's Policy UNLESS notice of the covenant, ordinance, statute or regulation is recorded in the public land records. Available by endorsement  
 Note: Covered risks listed are occurring after the policy date. This Homeowner's Policy of Title Insurance is for use, when requested, for one-to four-family residences only. It should not be used for vacant land or for new construction. If issued on new construction, you must independently verify the payment of all lienable construction costs and the issuance of all required occupancy permits. Deductible may apply with respect to certain of the coverages afforded in this policy. Contact a local Old Republic Title office for specific information as to any deductibles, which pertains to the coverages in the Homeowner's Policy of Title Insurance. For additional questions, contact Old Republic National Title Insurance Company. Note: All covered risks are subject to policy conditions, exclusions and exceptions.  
 + Coverage is subject to a deductible and a liability cap.

**TO LEARN MORE PLEASE CONTACT**

Briel PC, Attorneys

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