Filing at a Glance

Companies: 50012 - TRANSNATION TITLE INSURANCE COMPANY, 50024 - LAWYERS TITLE INSURANCE CORPORATION, 50083 - COMMONWEALTH LAND TITLE INS CO

Product Name: Title	SERFF Tr Num: ARKS-125410204	State: Arkansas
TOI: 34.0 Title	SERFF Status: Closed	State Tr Num: #1809368 $50
Sub-TOI: 34.0000 Title	Co Tr Num:	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author:	Disposition Date: 01/02/2008
	Date Submitted: 01/02/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2008		Effective Date (New): 01/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/02/2008	
State Status Changed: 01/02/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Closing Protection Letter - Notice of Availability of Owners Title Insurance

Company and Contact

Filing Contact Information

NA NA,
NA
NA, AR 00000

NA@NA.com
(123) 555-4567 [Phone]

Filing Company Information

50012 - TRANSNATION TITLE INSURANCE COMPANY	CoCode: 50012	State of Domicile: Arkansas
No Address	Group Code:	Company Type:
City, AR 99999	Group Name:	State ID Number:
(999) 999-9999 ext. [Phone]	FEIN Number: 99-9999999	

50024 - LAWYERS TITLE INSURANCE CORPORATION	CoCode: 50024	State of Domicile: Arkansas
No Address	Group Code:	Company Type:
City, AR 99999	Group Name:	State ID Number:
(999) 999-9999 ext. [Phone]	FEIN Number: 99-9999999	

50083 - COMMONWEALTH LAND TITLE INS CO	CoCode: 50083	State of Domicile: Arkansas
No Address	Group Code:	Company Type:
City, AR 99999	Group Name:	State ID Number:
(999) 999-9999 ext. [Phone]	FEIN Number: 99-9999999	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number:	*ARKS-125410204*	*State:*	*Arkansas*
First Filing Company:	*50012 - TRANSNATION TITLE INSURANCE COMPANY, ...*	*State Tracking Number:*	*#1809368 $50*
Company Tracking Number:			
TOI:	*34.0 Title*	*Sub-TOI:*	*34.0000 Title*
Product Name:	*Title*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/02/2008	01/02/2008

SERFF Tracking Number:	*ARKS-125410204*	*State:*	*Arkansas*
First Filing Company:	*50012 - TRANSNATION TITLE INSURANCE COMPANY, ...*	*State Tracking Number:*	*#1809368 $50*
Company Tracking Number:			
TOI:	*34.0 Title*	*Sub-TOI:*	*34.0000 Title*
Product Name:	*Title*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 01/02/2008
Effective Date (New): 01/01/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings	
Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	*ARKS-125410204*	*State:*	*Arkansas*
First Filing Company:	*50012 - TRANSNATION TITLE INSURANCE COMPANY, ...*	*State Tracking Number:*	*#1809368 $50*
Company Tracking Number:			
TOI:	*34.0 Title*	*Sub-TOI:*	*34.0000 Title*
Product Name:	*Title*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125410204		No

SERFF Tracking Number:	*ARKS-125410204*	*State:*	*Arkansas*
First Filing Company:	*50012 - TRANSNATION TITLE INSURANCE COMPANY, ...*	*State Tracking Number:*	*#1809368 $50*
Company Tracking Number:			
TOI:	*34.0 Title*	*Sub-TOI:*	*34.0000 Title*
Product Name:	*Title*		
Project Name/Number:	*/*		

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125410204 01/02/2008

Comments:

Attachment:

ARKS-125410204.pdf

CR

CK#1809368

LandAmerica Lawyers Title — 50024 $50.00

ARKS-125410204

6363 Poplar Avenue - Suite 208 • Memphis, Tennessee 38119
Phone (901) 685-3735 • Fax (901) 763-3320

Benny Norris
Area Underwriting & Escrow Manager
E-Mail: bnorris@landam.com

NAIC - 50024
" 50083
" 50012

December 28, 2007

Arkansas Insurance Department
Attn: Llyweyia Rawlins
Property & Casualty
1200 W. 3rd Street
Little Rock, AR 72201-1904

RECEIVED
JAN 02 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Re Form filing-Lawyers Title/Transnation Title/commonwealth Land Title
Closing Protection Letter - Notice of Availability of Owners Title Insurance

Dear Llyweyia Rawlins:

Please find enclosed our check no. 01809368 in the amount of $50 for our form filing fee for the two above referenced forms. I understand that Brian Blackman in my office has been in contact with you and sent you the appropriate forms to be filed, but we failed to include the filing fee. In addition, we made a revision on the Notice of Availability of Owner Title Insurance form and I believe Brian sent you the correct form, but I have included another copy just in case..

We appreciate your understanding and cooperation in handling this matter and look forward to receiving confirmation of acceptance of our filing at your earliest convenience. Should you have any questions or need anything further, please let me hear from you.

Sincerely,

Benny Norris
Vice-President
LandAmerica/Lawyers Title Insurance Corp.

Approved until withdrawn or revoked
DEC 31 2007
Arkansas Insurance Department
By: LR

Encl.

brought in office by agent today

Lawyers - 50024
Common 50083
Transnation - 50012

10/30

LandAmerica Transnation

MEMPHIS AREA OFFICE
6363 POPLAR AVE.
CENTRUM BUILDING, SUITE 208
MEMPHIS, TENNESSEE 38119
OFFICE (901)685-2500
FAX (901)763-3320
TOLL FREE (888)648-4853

[Date]

Approved until withdrawn or revoked

DEC 31 2007

Arkansas Insurance Department
By: DR

Re: Closing Protection Letter
[Agent or Agency Name & Address]
[Agent or Agency Phone No.]

[Insert Lender Name]

Re: Closing Protection Letter [Brief Description of Transaction]

Gentlemen:

Transnation 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 or Approved Attorney, provided:

(A) title insurance of the Company is specified for your protection in connection with the closing of the Real Estate Transaction;

(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, (iii) lessee of an interest in land, or (iv) seller of an interest in land; and

(C) the aggregate of all funds you transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed $_____

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney 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, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

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 or Approved Attorney 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 or Approved Attorney 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 the Real Estate Transaction if it is a purchase, lease or loan transaction 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. If the closing is conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.

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. Neither the Issuing Agent nor the Approved Attorney is 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 or Approved Attorney, 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. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when

agreed to by both the Company and you.

6. 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.

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

TRANSNATION TITLE INSURANCE COMPANY

By:_____

LandAmerica Lawyers Title

MEMPHIS AREA OFFICE
6363 POPLAR AVE.
CENTRUM BUILDING, SUITE 208
MEMPHIS, TENNESSEE 38119
OFFICE (901)685-2500
FAX (901)763-3320
TOLL FREE (888)648-4853

Approved until withdrawn or revoked

DEC 31 2007

Arkansas Insurance Department
By: LK

[Date]

[Insert Lender Name]

Re: Closing Protection Letter
[Agent or Agency Name & Address]
[Agent or Agency Phone No.]

Re: Closing Protection Letter [Brief Description of Transaction]

Gentlemen:

Lawyers Title Insurance Corporation (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 or Approved Attorney, provided:

(A) title insurance of the Company is specified for your protection in connection with the closing of the Real Estate Transaction;

(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, (iii) lessee of an interest in land, or (iv) seller of an interest in land; and

(C) the aggregate of all funds you transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed $_____

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney 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, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

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 or Approved Attorney 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 or Approved Attorney 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 the Real Estate Transaction if it is a purchase, lease or loan transaction 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. If the closing is conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.

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. Neither the Issuing Agent nor the Approved Attorney is 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 or Approved Attorney, 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. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when

agreed to by both the Company and you.

6. 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.

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

LAWYERS TITLE INSURANCE CORPORATION

By:_____

LandAmerica® Commonwealth

MEMPHIS AREA OFFICE
6363 POPLAR AVE.
CENTRUM BUILDING, SUITE 208
MEMPHIS, TENNESSEE 38119
OFFICE (901)685-2500
FAX (901)763-3320
TOLL FREE (888)648-4853

Approved until withdrawn or revoked

[Date]

DEC 31 2007

Arkansas Insurance Department
By: LR

Re: Closing Protection Letter
[Agent or Agency Name & Address]
[Agent or Agency Phone No.]

[Insert Lender Name]

Re: Closing Protection Letter [Brief Description of Transaction]

Gentlemen:

Commonwealth Land 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 or Approved Attorney, provided:

(A) title insurance of the Company is specified for your protection in connection with the closing of the Real Estate Transaction;

(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, (iii) lessee of an interest in land, or (iv) seller of an interest in land; and

(C) the aggregate of all funds you transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed $_____

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney 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, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

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 or Approved Attorney 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 or Approved Attorney 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 the Real Estate Transaction if it is a purchase, lease or loan transaction 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. If the closing is conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.

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. Neither the Issuing Agent nor the Approved Attorney is 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 or Approved Attorney, 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. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when

agreed to by both the Company and you.

6. 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.

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:_____

50083

LandAmerica®

NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE

To:_____

Date: _____

Buying property identified as:

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

You may obtain an Owner's Policy of title insurance which provides title insurance coverage to you. Subject to the exclusions, exceptions, conditions and stipulations contained therein, an Owner's Policy protects your interest in the property against such hidden hazards as:

- Title to the estate or interest described in Schedule A of the policy being vested other than as shown;
- Any defect in or lien or encumbrance on the title;
- Unmarketability of title;
- Lack of a right of access to and from the land.

Further, to the extent provided in the conditions and stipulations contained therein, the insurer will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured. The additional cost to you for an Owner's Policy of title insurance in the amount of $_____ is $_____, if you request it at this time.

If you are uncertain as to whether you should obtain an Owner's Policy of title insurance, you are urged to seek independent advice.

_____
(Show name of entity providing notice)

_____ I/We do request an Owner's Policy of title insurance.

_____ I/We do not request an Owner's Policy of title insurance.

Signed this __ day of _____, _____.

_____
Buyer

_____
Buyer