

# 7

## REASONS WHY EVERY HOMEBUYER NEEDS OWNER'S TITLE INSURANCE

Reprinted with permission of the American Land Title Association

Buying a home is an exciting and emotional time for many people. To help you buy your home with more confidence, make sure you get owner's title insurance.

### HERE'S WHY IT'S SO IMPORTANT FOR YOU:



#### 1 PROTECTS YOUR LARGEST INVESTMENT

A home is probably the single largest investment you will make in your life. You insure everything else that's valuable to you—your life, car, health, pets, etc., so why not your largest investment? For a one-time fee, owner's title insurance protects your property rights for as long as you own your home.



#### 2 REDUCES YOUR RISK

If you're buying a home, there are many hidden issues that may pop up only after you purchase your home. Getting an owner's title insurance policy is the best way to protect yourself from unforeseen title discrepancies. Don't think it will happen to you? Think again. Title claims can include:

- outstanding mortgages and judgments, or a lien against the property because the seller has not paid his taxes
- pending legal action against the property that could affect you
- an unknown heir of a previous owner who is claiming ownership of the property



#### 3 YOU CAN'T BEAT THE VALUE

Owner's title insurance is a one-time fee that's very low relative to the value it provides. It typically costs around 0.5% of the home's purchase price.



#### 4 COVERS YOUR HEIRS

As long as you or your heirs own your home, owner's title insurance protects your property rights.



#### 5 NOTHING COMPARES

Homeowners insurance and warranties protect only the structure and belongings of your home. Getting owner's title insurance ensures your property rights are protected.



#### 6 8 IN 10 HOMEBUYERS AGREE

Each year, more than 80% of America's homebuyers choose to get owner's title insurance.



#### 7 PEACE OF MIND

If you're buying a home, owner's title insurance lets you rest assured, knowing that you're protected from inheriting possible debts or legal problems, once you've closed on your new home.

AMERICAN  
LAND TITLE  
ASSOCIATION



For more information  
about owner's title  
insurance, ask an  
ALTA member or visit  
[homeclosing101.org](http://homeclosing101.org)

### Law Offices of Patricia L. Nagle, P.C.

Patricia L. Nagle  
272 Chauncy Street, Unit 1  
Mansfield, MA 02048  
O: 508-339-1711 | F: 508-339-1170  
[pnagle@pnaglelaw.com](mailto:pnagle@pnaglelaw.com)

First American Title Insurance Company # 9935 is a registered broker-dealer and is not responsible for the accuracy of the information provided and does not assume any liability for the accuracy of the information provided. First American, the eagle logo, First American Title, and FirstAmerican are registered trademarks or trademarks of First American Financial Corporation and/or its affiliates.

AN INDEPENDENT POLICY-ISSUING AGENT OF FIRST AMERICAN TITLE INSURANCE COMPANY

©2015 First American Financial Corporation and/or its affiliates. All rights reserved. • NYSE: FAF

# First American Eagle Owner's Policy vs. Standard ALTA Policy



We understand that your home is possibly the largest financial investment you will make, but the investment is not just financial. **Buying a home is also an investment in the future for you and your family.** That is why we offer the First American Eagle Owner's Policy of Title Insurance. This Owner's Policy provides more than safeguards for the title to your property—**it provides you with peace of mind.**

The First American Eagle Owner's Policy provides expanded title coverage for owners of one-to-four family residences, including condominiums. Coverages included in the Eagle Owner's Policy offer the **highest levels of protection available to homeowners.**

## Eagle Owner's Policy Coverage

Subject to the conditions in the policy, covered matters include:

- ☑ Post-Policy Forgery
- ☑ Post-Policy Encroachments by Neighbors
- ☑ Post-Policy Adverse Possession
- ☑ Post-Policy Easement by Prescription
- ☑ Building Permit and Zoning Violations
- ☑ Vehicular and Pedestrian Access
- ☑ Encroachment of Improvements Onto Easements and Set-Backs
- ☑ Subdivision Violation
- ☑ Restrictive Covenant Violations
- ☑ Structural Damage caused by Mineral Extraction or Easement Use by Others
- ☑ Encroachment of Boundary Walls and Fences

### Law Offices of Patricia L. Nagle, P.C.

Patricia L. Nagle  
272 Chauncy Street, Unit 1  
Mansfield, MA 02048  
O: 508-339-1711 | F: 508-339-1170  
pnagle@pnaglelaw.com

This advertisement is not intended to constitute an offer of insurance. Only the actual policy can provide the actual terms, coverages, conditions, exclusions, and limitations. This advertisement is not intended to constitute an offer of insurance. Please refer to the actual policy for the complete terms, coverages, conditions, exclusions, and limitations. This advertisement is not intended to constitute an offer of insurance. Please refer to the actual policy for the complete terms, coverages, conditions, exclusions, and limitations.

First American Title Insurance Company is a member of First American Title Insurance Company, a member of First American Title Insurance Company, a member of First American Title Insurance Company. First American Title Insurance Company is a member of First American Title Insurance Company, a member of First American Title Insurance Company.

# FIRST AMERICAN EAGLE OWNER'S POLICY vs. STANDARD ALTA POLICY

Standard  
ALTA or  
CLTA

EAGLE

## PROTECTION FROM:

1	Someone else owns an interest in your title	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	A document is not properly signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Forgery, fraud, duress in the chain of title	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Defective recording of any document	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	There are restrictive covenants	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	There is a lien on your title because there is:		
	a) a deed of trust	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	b) a judgment, tax, or special assessment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	c) a charge by a homeowners' association	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	Title is unmarketable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	Mechanics lien		<input checked="" type="checkbox"/>
9	Forced removal of a structure because it:		
	a) extends on another property and/or easement		<input checked="" type="checkbox"/>
	b) violates a restriction in Schedule B		<input checked="" type="checkbox"/>
	c) violates an existing zoning law*		<input checked="" type="checkbox"/>
10	Cannot use the land for a Single-Family Residence because the use violates a restriction in Schedule B or a zoning ordinance		<input checked="" type="checkbox"/>
11	Unrecorded lien by a homeowners' association		<input checked="" type="checkbox"/>
12	Unrecorded easements		<input checked="" type="checkbox"/>
13	Building permit violations*		<input checked="" type="checkbox"/>
14	Restrictive covenant violations		<input checked="" type="checkbox"/>
15	Post-policy forgery		<input checked="" type="checkbox"/>
16	Post-policy encroachment		<input checked="" type="checkbox"/>
17	Post-policy damage from extraction of minerals or water		<input checked="" type="checkbox"/>
18	Lack of vehicular and pedestrian access		<input checked="" type="checkbox"/>
19	Map not consistent with legal description		<input checked="" type="checkbox"/>
20	Post-policy adverse possession		<input checked="" type="checkbox"/>
21	Post-policy prescriptive easement		<input checked="" type="checkbox"/>
22	Covenant violation resulting in your title reverting to a previous owner		<input checked="" type="checkbox"/>
23	Violation of building setback regulations		<input checked="" type="checkbox"/>
24	Discriminatory covenants		<input checked="" type="checkbox"/>
<b>OTHER BENEFITS:</b>			
25	Pays rent for substitute land or facilities		<input checked="" type="checkbox"/>
26	Rights under unrecorded leases		<input checked="" type="checkbox"/>
27	Plain language statements of policy coverage and restrictions		<input checked="" type="checkbox"/>
28	Subdivision law violation		<input checked="" type="checkbox"/>
29	Coverage for boundary wall or fence encroachment*		<input checked="" type="checkbox"/>
30	Added ownership coverage leads to enhanced marketability		<input checked="" type="checkbox"/>
31	Insurance coverage for a lifetime		<input checked="" type="checkbox"/>
32	Post-policy inflation coverage with automatic increase in value up to 150% over five years		<input checked="" type="checkbox"/>
33	Post-policy Living Trust coverage		<input checked="" type="checkbox"/>

\*Deductible and maximum limits apply.  
Coverage may vary based on an individual policy.



Benefits of the First American Title

# EAGLE OWNER'S POLICY

We understand that your home is possibly the largest financial investment you will make, but the investment is not just financial. Buying a home is also an investment in the future for you and your family. That is why, as a policy-issuing agent for First American Title, we proudly offer the Eagle Owner's Title Insurance Policy. This Owner's Policy provides more than safeguards for the title to your property—it provides you with peace of mind.

The Eagle Owner's Policy provides expanded title coverage for owners of one-to-four family residences, including condominiums. The Coverages included in the Eagle Owner's Policy offer the highest levels of title insurance protection available to homeowners.

## Coverage you receive with the Eagle Owner's Policy

- Post-Policy Forgery
- Post-Policy Encroachments
- Post-Policy Adverse Possession
- Post-Policy Easement by Prescription
- Building Permit and Zoning Violation
- Encroachment of Improvements Onto Easements and Set-Backs
- Expanded Access
- Subdivision Violation
- Restrictive Covenant Violations
- Structural Damage for Mineral Abstraction or Easement Use
- Encroachment of Boundary Walls and Fences

### Law Offices of Patricia L. Nagle, P.C.

Patricia L. Nagle  
272 Chauncy Street, Unit 1  
Mansfield, MA 02048  
O: 508-339-1711 | F: 508-339-1170  
pnagle@pnaglelaw.com

As with any insurance contract, the insuring provisions express the coverage afforded by the title insurance policy and there are exceptions, exclusions and conditions to coverage that limit or narrow the coverage afforded by the policy. Also, some coverage may not be available in a particular area or transaction due to legal, regulatory, or underwriting considerations. Please contact a First American representative for further information. The services described above are typical basic services. The services provided to you may be different due to the specifics of your transaction or the location of the real property involved. Available coverages may vary by jurisdiction, endorsement selection and exceptions in policy.

First American Title Insurance Company makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions. First American, the eagle logo, First American Title, and firstam.com are registered trademarks or trademarks of First American Financial Corporation and/or its affiliates.

**AN INDEPENDENT POLICY-ISSUING AGENT OF FIRST AMERICAN TITLE INSURANCE COMPANY**

©2015 First American Financial Corporation and/or its affiliates. All rights reserved. v NYSE: FAF



# 70

## SOMETHING WAYS YOU COULD LOSE YOUR HOME AND 1 WAY TO STOP IT

There are many title issues that could cause you to lose your property or your mortgage investments. Even the most careful search of public records may not disclose the most dangerous threat: hidden risks. These issues may not be uncovered until years later.

Without title insurance from a reputable and financially secure company, your title could be worthless. With the proper insurance, your rights will be defended in court.

### Here are some of the issues that occur most frequently:

1. Forged deeds, mortgages, satisfactions or releases.
2. Deed by person who is insane or mentally incompetent.
3. Deed by minor (may be disavowed).
4. Deed from corporation, unauthorized under corporate bylaws or given under falsified corporate resolution.
5. Deed from partnership, unauthorized under partnership agreement.
6. Deed from purported trustee, unauthorized under trust agreement.
7. Deed to or from a "corporation" before incorporation, or after loss of corporate charter.
8. Deed from a legal non-entity (styled, for example, as a church, charity or club).
9. Deed by person in a foreign country, vulnerable to challenge as incompetent, unauthorized or defective under foreign laws.
10. Claims resulting from use of "alias" or fictitious name style by a predecessor in title.
11. Deed challenged as being given under fraud, undue influence or duress.
12. Deed following non-judicial foreclosure, where required procedure was not followed.
13. Deed affecting land in judicial proceedings (bankruptcy, receivership, probate, conservatorship, dissolution of marriage), unauthorized by court.
14. Deed following judicial proceedings, subject to appeal or further court order.
15. Deed following judicial proceedings, where all necessary parties were not joined.
16. Lack of jurisdiction over persons or property in judicial proceedings.
17. Deed signed by mistake (grantor did not know what was signed).
18. Deed executed under falsified power of attorney.
19. Deed executed under expired power of attorney (death, disability or insanity of principal).
20. Deed apparently valid, but actually delivered after death of grantor or grantee, or without consent of grantor.
21. Deed affecting property purported to be separate property of grantor, which is in fact community or jointly-owned property.
22. Undisclosed divorce of one who conveys as sole heir of a deceased former spouse.

---

### Law Offices of Patricia L. Nagle, P.C.

Patricia L. Nagle  
272 Chauncy Street, Unit 1  
Mansfield, MA 02048  
O: 508-339-1711 | F: 508-339-1170  
pnagle@pnaglelaw.com

# 70-Something Ways

## You Could Lose Your Home *continued*

23. Deed affecting property of deceased person, not joining all heirs.
  24. Deed following administration of estate of missing person, who later re-appears.
  25. Conveyance by heir or survivor of a joint estate, who murdered the decedent.
  26. Conveyances and proceedings affecting rights of service-member protected by the Soldiers and Sailors Civil Relief Act.
  27. Conveyance void as in violation of public policy (payment of gambling debt, payment for contract to commit crime, or conveyance made in restraint of trade).
  28. Deed to land including "wetlands" subject to public trust (vesting title in government to protect public interest in navigation, commerce, fishing and recreation).
  29. Deed from government entity, vulnerable to challenge and is unauthorized or unlawful.
  30. Ineffective release of prior satisfied mortgage due to acquisition of note by bona fide purchaser (without notice of satisfaction).
  31. Ineffective release of prior satisfied mortgage due to bankruptcy of creditor prior to recording of release (avoiding powers in bankruptcy).
  32. Ineffective release of prior mortgage of lien, as fraudulently obtained by predecessor in title.
  33. Disputed release of prior mortgage or lien, as given under mistake or misunderstanding.
  34. Ineffective subordination agreement, causing junior interest to be reinstated to priority.
  35. Deed recorded, but not properly indexed so as to be locatable in the land records.
  36. Undisclosed but recorded federal or state tax lien.
  37. Undisclosed but recorded judgment or spousal/child support lien.
  38. Undisclosed but recorded prior mortgage.
  39. Undisclosed but recorded notice of pending lawsuit affecting land.
  40. Undisclosed but recorded environmental lien.
  41. Undisclosed but recorded option, or right of first refusal, to purchase property.
  42. Undisclosed but recorded covenants or restrictions, with (or without) rights of reverter.
  43. Undisclosed but recorded easements (for access, utilities, drainage, airspace, views) benefiting neighboring land.
  44. Undisclosed but recorded boundary, party wall or setback agreements.
  45. Errors in tax records (mailing tax bill to wrong party resulting in tax sale, or crediting payment to wrong property).
  46. Erroneous release of tax or assessment liens, which are later reinstated to the tax rolls.
  47. Erroneous reports furnished by tax officials (not binding local government).
  48. Special assessments which become liens upon passage of a law or ordinance, but before recorded notice or commencement of improvements for which assessment is made.
  49. Adverse claim of vendor's lien.
  50. Adverse claim of equitable lien.
  51. Ambiguous covenants or restrictions in ancient documents.
  52. Misinterpretation of wills, deeds and other instruments.
  53. Discovery of will of supposed intestate individual, after probate.
  54. Discovery of later will after probate of first will.
  55. Erroneous or inadequate legal descriptions.
  56. Deed to land without a right of access to a public street or road.
  57. Deed to land with legal access subject to undisclosed but recorded conditions or restrictions.
  58. Right of access wiped out by foreclosure on neighboring land.
  59. Patent defects in recorded instruments (for example, failure to attach notarial acknowledgment or a legal description).
  60. Defective acknowledgment due to lack of authority of notary (acknowledgment taken before commission or after expiration of commission).
  61. Forged notarization or witness acknowledgment.
  62. Deed not properly recorded (wrong county, missing pages or other contents, or without required payment).
  63. Deed from grantor who is claimed to have acquired title through fraud upon creditors of a prior owner
- In certain states, an extended coverage policy may be requested to protect against such additional defects as:
64. Deed to a purchaser from one who has previously sold or leased the same land to a third party under an unrecorded contract, where the third party is in possession of the premises.
  65. Claimed prescriptive rights, not of record and not disclosed by survey.
  66. Physical location of easement (underground pipe or sewer line) which does not conform with easement of record.
  67. Deed to land with improvements encroaching upon land of another.
  68. Incorrect survey (misstating location, dimensions, area, easements or improvements upon land).
  69. "Mechanics' lien" claims (securing payment of contractors and material suppliers for improvements) which may attach without recorded notice.
  70. Federal estate or state inheritance tax liens (may attach without recorded notice).
  71. Pre-existing violation of subdivision mapping laws.
  72. Pre-existing violation of zoning ordinances.
  73. Pre-existing violation of conditions, covenants and restrictions affecting the land.
  74. Post-policy forgery against the insured interest.
  75. Forced removal of residential improvements due to lack of an appropriate building permit (subject to deductible).
  76. Post-policy construction of improvements by a neighbor onto insured land.
  77. Damage to residential structures from use of the surface of insured land for extraction or development of minerals.