

**THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE  
APPROVED ATTORNEY APPLICATION**

**APPLICATION *MUST* BE COMPLETED IN ITS ENTIRETY. FAILURE TO PROVIDE INFORMATION REQUESTED WILL RESULT IN DELAY OR DENIAL OF THE APPLICATION.**

**PERSONAL INFORMATION**

Applicant's Name:

Current  
**Home** Address:

Home Phone No.:

Social Security No:

Date of Birth:

Previous addresses (within 5 years)

From:

To:

From:

To:

**OFFICE INFORMATION**

Business  
Address:

Mailing address  
(if different)

Phone No.:

Fax No.:

Emergency Phone No.:

Email address:

Website address:

**TITLE LICENSE INFORMATION**

License No. (attach copy):

Expiration Date:

**EXPERIENCE**

Year admitted to the Bar:

State:

Years of actual practice:

Estimate the number of titles you have abstracted in the last three years:

Residential:

Commercial:

Estimate the number of titles you have examined in the last three years:

Residential:

Commercial:

Estimate how many closings you have conducted in the last three years:

Residential:

Commercial:

**BACKGROUND**

	Yes	No
1. Are you or have you been an Agent or Approved Attorney for another underwriter? <b>If yes, identify:</b>		
2. Have you ever been terminated as Agent or Approved Attorney by another underwriter? <b>If yes, explain:</b>		
3. Have any claims ever been made against policies issued or title examined by you? <b>If yes, explain:</b>		
4. Have any attorney disciplinary proceedings or insurance department complaints been filed against you? <b>If yes, explain:</b>		
5. Have you ever been charged with theft, embezzlement or any other crime of which theft or deception was an element? <b>If yes, explain:</b>		
6. Is there or has there ever been any litigation pending, active or closed against you: <b>If yes, explain:</b>		
7. Have you declared bankruptcy within the last seven years? <b>If yes, explain.</b>		
8. Do you have an interest in or affiliation with a real estate developer or broker: <b>If yes, explain:</b>		

**BANK ACCOUNT INFORMATION**

Bank Name:	Account No.:			
Address:	Escrow Account?	Yes	No	
Bank Name:	Account No.:			
Address:	Escrow Account?	Yes	No	

**ACCOUNTING CONTROLS**

1. Are dual signatures required on all trust or escrow accounts?		Yes	No	
2. Are three way reconciliations performed on all trust or escrow accounts to verify that adjusted bank balance equals the total of all file balances?		Yes	No	
3. How often are trust or escrow accounts reconciled?	Daily:	Monthly:	Other:	
If other, explain:				
4. Who performs these reconciliations?	Name:	Firm:		
5. Is this person an authorized signer on any of the accounts?		Yes	No	

Having applied to The Security Title Guarantee Corporation of Baltimore for appointment as an Approved Attorney, I understand that The Security Title Guarantee Corporation of Baltimore, or its delegate, may conduct an investigation to determine my eligibility and hereby authorize the release of information and/or documents to The Security Title Guarantee Corporation of Baltimore, or its delegate, regarding criminal history, past business dealings, character, professional degrees and/or ability, former employers and associates, or any other such information as deemed appropriate by The Security Title Guarantee Corporation of Baltimore, or its delegate. Findings of any such investigations will be considered confidential and will not be released to any other agency, corporation or other entity, other than The Security Title Guarantee Corporation of Baltimore, its subsidiaries, or delegates.

The Applicant authorizes The Security Title Guarantee Corporation of Baltimore to make a full background investigation and obtain a CONSUMER CREDIT REPORT both at the time of application and any time during the term of the Approved Attorney Agreement, to make inquiries of all references shown on this application, and authorizes said parties to furnish the information requested. I understand this application will, in part, be the basis for my authorization as Approved Attorney and/or examining attorney for policies written on The Security Title Guarantee Corporation of Baltimore and that this authorization will be automatically terminated for any misrepresentations set out herein.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Applicant Signature  
 \_\_\_\_\_  
 Print Name

Please include:

1. Copy of current Title Agent License (Maryland, only)
2. Copy of current professional liability insurance policy Declarations page

# **APPROVED ATTORNEY AGREEMENT**

## **TERMS AND CONDITIONS**

### **ARTICLE I – SCOPE OF AGREEMENT**

Section 1. An “Approved Attorney” is a licensed practicing attorney, whose experience and knowledge of real estate law, The Security Title Guarantee Corporation of Baltimore (hereinafter the “Company”) finds acceptable for title insurance purposes. The Approved Attorney searches and abstracts and/or examines the title of real estate and issues a First Certification of Title. This Company or its Agents will examine the search of certification of title and issue a commitment to insure. The Approved Attorney may make settlement or closing based on the title report and commitment to insure. The title insurance policies shall be issued by this Company or its Agent based on the Approved Attorney’s Final Certification of Title.

Section 2. Approved Attorney is not an agent or employee of this Company in the conduct of the closing of real estate transactions or the examination and abstracting of title.

### **ARTICLE II – TITLE EXAMINATIONS**

Section 1. Title search and examination performed by Approved Attorney must encompass a period of not less than 60 years, but for a sufficient period to establish marketability thereof. Title search and examination for a period beyond 60 years must always be conducted if a cloud on the title or potential title defect is revealed, for a sufficient period to resolve this cloud or potential defect.

Section 2. Approved Attorney shall keep a separate file for each title search and examination, which is the basis of the Certificate of Title to this Company and/or its Agents. All said files shall at all times remain the possession of Approved Attorney and shall be made available to this Company and its Agents for inspection either before or after termination of this Agreement.

Section 3. Approved Attorney covenants and agrees to follow and abide by instructions contained in Approved Attorney Manual provided to Approved Attorney by this Company.

### **ARTICLE III – SETTLEMENTS AND ESCROWS**

Section 1. Approved Attorney shall deposit in his Escrow Account all funds coming into Approved Attorney’s hands in connection with escrow transactions wherein this Company or its Agents will issue commitments and/or policies in the name of this Company.

Section 2. Approved Attorney further covenants and agrees to keep in a manner and form approved by this Company, true and correct records and books of account of settlements and closings and to preserve carefully all records thereof so that such records may be available for inspection and examination by this Company and its Agents. Approved Attorney also agrees to make these records available to this Company and its Agents during and after the term of this Agreement for the purpose of auditing financial accounts or in connection with the defense against or settlement of any claim or loss.

### **ARTICLE IV – APPROVED ATTORNEY LIABILITY AND CLAIMS**

Section 1. Approved Attorney covenants and agrees to indemnify and hold this Company harmless against all liability, loss, damage, costs and expense, including but not limited to court costs and attorney’s fees, which the Company may incur or sustain, whether before or after the termination of this Agreement arising out of or by reason of:

- a. Negligence, misconduct, fraud, dishonest conduct or fault of Approved Attorney, his employees or agents, including but not limited to failure to exercise due professional care and skill in the preparation of Certificates of Title, preparation of title abstracts or search records, and in the conduct of closing.
- b. Violation by Approved Attorney, his or her employees or agents, of instructions given by this Company to Approved Attorney.
- c. Approved Attorney’s, his employees’ or agents’ failure to comply with nondiscretionary rates, rules and regulations promulgated by any governmental agency supervising title insurance in Approved Attorney’s state.

Section 2. In the event of any claim made to Approved Attorney pursuant to a title search and examination or closing conducted by Approved Attorney, Approved Attorney shall not adjust, compromise or settle any such claim, unless specifically authorized by this Company in writing. Approved Attorney further agrees to cooperate with and assist this Company in the prompt resolution of any such claim.

Section 3. Approved Attorney shall at all times maintain a Professional Liability Insurance Policy with an underwriter satisfactory to this Company. This Company shall be furnished a copy of such policy and all endorsements thereto including a paid receipt prior to commencement of any business. Approved Attorney shall thereafter provide this Company with evidence of renewal prior to each renewal date and arrange with underwriter to provide notice of cancellation to this Company.

#### ARTICLE V – TERMINATION OF AGREEMENT

Section 1. This agreement shall be terminated if any one or more of the following events occur:

- a. Written notice by either party hereto if and when the other party hereto shall violate any of the terms, covenants and conditions of this Agreement.
- b. At any time upon the expiration of thirty (30) days written notice given by either party to the other.

Section 2. Written notice of termination in Section 1.a. and 1.b. above shall be by certified U. S. Mail, with return receipt requested and shall be effective as of the date of mailing. Such notice shall be effective if mailed to this Company at 6 South Calvert Street, Baltimore, Maryland 21202-1388, and if mailed to Approved Attorney at the business address provided on Approved Attorney's application attached hereto or such other address either party may furnish to the other upon written notice.

Section 3. Notwithstanding anything in this Agreement contained to the contrary, the termination of this Agreement for any cause shall not affect or impair liability or obligation incurred by either party hereto prior to such termination.

Section 4. In the event this Agreement is terminated for any reason whatsoever, Approved Attorney agrees nevertheless to cooperate with and assist this Company in any matter relating to this Agreement which may rise subsequent to termination, including but not limited to, claims made in connection with title searches and examinations or closings conducted by Approved Attorney.

Section 5. Upon termination of this Agreement for any reason, Approved Attorney shall cease issuing Certificates of Title on this Company's forms and shall immediately return all unused Certificates of Title forms to this Company.

#### ARTICLE VI – APPLICABLE LAW

This agreement shall be interpreted under the laws of the State of Maryland, including, but not limited to, laws relating to limitation of actions, and shall be effective on \_\_\_\_\_.

WITNESS the hands and seals of the parties hereto on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Witness

\_\_\_\_\_  
Approved Attorney Signature (SEAL)

\_\_\_\_\_  
Print Name

Attest:

The Security Title Guarantee Corporation of Baltimore

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)