File Number: {{filenumb}}

SCID Financial Interest Disclosure (3601) and Notice to Borrower (2423)

ORT Combined 3601 and 2423

“ATTORNEY-AGENT”: Under South Carolina Law, the “Attorney-Agent” is to complete Sections 1 and 2 of this form; sign below in Item 1 as “Agent & Producer/Associate”; and then at, or prior to, closing have the borrower read and complete this form as set out below. This must be done before the Lender’s Loan Title Insurance Policy can be issued. (This form is to be used even in cases of re-finance by the same borrower.)

“BORROWER/BUYER”: Under South Carolina law, the following “Title Insurance Financial Interest Disclosure Form SCID 3601” and “Notice to Borrower” is given to you. After reading this “Disclosure” and “Notice”, fill out the “Application for Title Insurance” on Page 3 to indicate whether or not you want to order an Owner’s Title Insurance Policy to protect you, and then sign on Page 3 to acknowledge receipt of the “Title Insurance Financial Disclosure” and “Notice to Borrower”.

**Title Insurance Financial Interest Disclosure to Borrower Form (SCID 3601)**

In accordance with S.C. Code Section 38-75-960(a) (1976), as amended, the undersigned producer of title business or associate of such producer hereby advises that it has a financial interest in the following title insurer(s) or title agent(s).

|  |  |  |
| --- | --- | --- |
| **NAME** | **ADDRESS OF INSURER OR AGENT** | **NATURE OF INTEREST** |
| {{firmname}} | {{firmadr1}} | Owner |
|  | {{firmadr2}} |  |

**PRODUCER/ASSOCIATE’S NAME & ADDRESS**

|  |  |
| --- | --- |
| {{firmname}}  {{firmadr1}}  {{firmadr2}} | Name: {{settsig}}  By: |
|  |  |
|  | Its: |

Dated: {{settdate}}

## ACKNOWLEDGEMENT

The undersigned applicant is a buyer, seller or lender who has been referred by the above-named producer of title business or associate of such producer to one or more of the title insurers or title agents identified hereinabove. The undersigned expressly recognizes and acknowledges the financial interest of such producer or associate as disclosed hereinabove.

(“Notice to Borrower” commences on the next page.)

## Notice to Borrower ORT 2423-SC

1. In accordance with the requirements of Rule 69-18, Code of Laws of South Carolina, 1976, (as amended), you are hereby notified:
   1. Your mortgage lender is requiring issuance of a Loan Policy in the amount of **${{loanamt}}**. The premium for the Lender’s Loan Policy is **${{LPFULLPREM}}**. The Lender’s Loan Policy **WILL NOT** afford title insurance protection to you in the event of a defect in the title to the real estate which you are acquiring. The Lender’s Loan Policy protects **ONLY** the lender.
   2. You have the **RIGHT and OPPORTUNITY to purchase**, simultaneously with the Lender’s Loan Policy, **an Owner’s Policy is designed to insure you** for the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making.) An Owner’s Policy will protect you against title defects which are not set out in your Owner’s Policy. A title defect can be any legal right held by someone other than the owner to claim property or to make demands on the owner of that property. There are many causes of defects that no examination can disclose. That is because they have never been recorded and thus do not appear in the title search.

An Owner’s Policy protects you against hidden risks such as:

**Fraud** – False claims of ownership, forged deeds, wills, signatures, conveyances, instruments, false representations, false records of all sorts, illegal acts of trustees, guardians, administrators and attorneys.

**Human Error** – Errors in copying, indexing, recording; errors by administrators, executors, trustees, guardians and attorneys; and destruction of records.

**Improper Deeds and Wills** – Deeds by persons of unsound mind, minors; deeds delivered after death or without the grantor’s consent; invalid, suppressed, erroneous wills; missing heirs; unsettled estates; etc.

**Liens and Other Rights** – Liens for unpaid estate, inheritance, income, property and gift taxes; homestead rights, community property rights; irregular court proceedings, court opinion reversals, lack of court jurisdiction; defective foreclosures; etc.

**WHAT WILL AN OWNER’S POLICY COST?** If you order an Owner’s Policy with the Lender’s Loan Policy (by marking Item A on page 3), Old Republic National Title Insurance Company will issue an Owner’s Policy to you (as set out in the “Notice to Borrower/Purchaser”) in the full insurable value of the premises, which we show to be **${{SALEPRIC}}**, for an additional premium of **${{OPSINETPREM}}**. This is a one-time premium. (This amount is in addition to the amount shown above for the Lender’s Commitment and/or Loan Policy.) You do not have to pay yearly renewals.

(Note: Some title companies will issue an Owner’s Policy in the same amount as the Lender’s Loan Policy. Old Republic Title does not do this since this practice does not protect your equity in the property.)

**What exceptions will be in the Owner’s Policy?** If you order an Owner’s Policy, the following exceptions and exclusions will be on your Owner’s Policy: (1) Those requirements and exceptions shown on the commitment and/or policy issued to the lender that have not been disposed of to the satisfaction of Old Republic National Title Insurance Company; (2) The mortgage itself; (3) The printed “Exclusions from Coverage” in the Owner’s Policy form; and (4) unfiled Mechanics’ and Materialmen’s Liens if the period for filing such liens has not expired; (5) Questions of Survey; and (6) Rights and claims of parties in possession.

NOTE: Any affirmative insurance given in the Lender’s Loan Policy will not be included in the Owner’s Policy.

The Owner’s Policy will not be effective until its issuance after: (1) the requirements contained in the commitment issued to the lender have been met; (2) payment has been made for the premium for the Lender’s Loan Policy; and (3) the additional premium for the owner’s insurance as set out above has been made.

* + 1. You have the right to choose the title insurer notwithstanding the recommendations of any agent, representative, lender or attorney.
    2. For services rendered to the underwriter by its authorized agent (by way of certification of title and/or execution of commitments, policies, and other instruments on behalf of the underwriter), the underwriter will compensate agent in an amount equal to approximately sixty percent of the premium for title insurance policies.
    3. I acknowledge and have been given notice that Old Republic National Title Insurance Company will write a title insurance policy (or policies) as a part of this transaction. In so doing, Old Republic National Title Insurance Company will take on certain obligations regarding the disbursements of the proceeds of this closing. I hereby consent to an audit by Old Republic National Title Insurance Company of the closing attorney’s trust account records and closing files that relate to my closing, and waive any claim of attorney client privilege of confidentiality which I may have thereto regarding said audit.

1. **APPLICATION FOR TITLE INSURANCE**

TO: Old Republic National Title Insurance Company:

Pursuant to the above Notice to Borrower/Purchase:

|  |  |  |
| --- | --- | --- |
| a. | (\_\_\_) | **I do want** an Owner’s Title Insurance Policy (simultaneously with the Lender’s Loan Policy) to protect me as set out above. I understand that I must pay an additional premium for my Owner’s Policy. |
|  |  |  |
| b. | (\_\_\_) | **I do not want** an Owner’s Title Insurance Policy (simultaneously with the Lender’s Loan Policy) to protect me as set out above. |

**Reminder:** In the event you mark ***“Item b”*** above, stating that you do not want an Owner’s Policy, it is understood and agreed that Old Republic National Title Insurance Company shall have no responsibility to the undersigned borrower/purchaser for status of title to the real estate being acquired or for any loss by reason of a complete or partial failure of title.

By my/our signature(s) below, I/we (am/are) acknowledging receipt of the above “Notice to Borrower/Purchaser” and have indicated above whether or not I/we want to purchase Owner’s Title Insurance, all as set out above.

|  |  |  |
| --- | --- | --- |
| {{settdate}sr}} |  |  |
| Dated: |  | {{BYR1NAM1}} |
|  |  |  |
| {{settdate}sr}} |  |  |
| Dated: |  | {{BYR1NAM2}} |