



**FIRST AMERICAN TITLE INSURANCE COMPANY**

5775 Glenridge Drive, Suite A-200, Atlanta, GA 30328  
404-250-1604 Fax: 404-250-1609

**DATE: November 21, 2001 UNDERWRITING BULLETIN NO.: GA76**

**SUBJECT: Lender's Request for Letter Agreements**

Attached is a copy of First American Home Office National Bulletin 88 regarding the above subject matter. ***Please distribute to all appropriate personnel in your office.***

Please contact the Underwriting Department at the Georgia State Office at 800-328-2642 or 404-250-1604 if you have any questions.

<b>Case No:</b>	Hona 88	<b>Filed:</b>	11-15-2001
<b>Name:</b>	Lender's Request for Letter Agreements		
<b>Written By:</b>	Richard W. Flory		

It has come to our attention that letters, like the one attached, have been sent out to our various offices and agents for consideration.

This letter increases the liability to the title insurance company, and its agents. This is not acceptable; do not execute these types of letters. Furthermore, these types of letters may in some states be construed as an insurance product, which may require filing and approval by a state regulatory agency.

Please feel free to contact the Home Office Underwriting Department if you have any questions or comments.

**Attachments:**

[Hona088-LenderRequestLetter](#)



November 9, 2001

**RE: Ameriquest Mortgage Company – Letter Agreement**

Dear Sir or Madam:

In the pursuit of a stronger relationship with your company, and to clarify certain responsibilities in connection with the recordation of mortgages and the issuance of title insurance policies, enclosed is a Letter Agreement for your signature. In order for you to continue as an approved title company for Ameriquest Mortgage Company, please review and sign the enclosed Letter Agreement and return it to us in the enclosed self addressed, postage paid envelope within 10 days.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marshall Wexler", written over a horizontal line.

Marshall Wexler, Director of Title Resolution

**AMERIQUEST MORTGAGE COMPANY**

November 9, 2001

**RE: Ameriquest Mortgage Company -- Recording Instructions**

**Dear Sir or Madam:**

This letter agreement ("Letter Agreement") will set forth certain requirements for all loan recordings conducted by you as title insurer or title agent approved by Ameriquest Mortgage Company ("Ameriquest"). We have entered into this agreement based on the following facts:

- A. Ameriquest refers loan transactions to you for recording and issuance of title insurance.
- B. In connection with such recordings, you are issued written instructions with respect to the manner in which such loans are to be recorded, including, without limitation, instructions as to the form and content of policies of title insurance and requirements for vesting and lien priority
- C. We now wish to clarify certain matters in connection with the implementation of the Instructions to Title and the recording of loans as described therein.

In reliance on the foregoing facts, and in consideration of the mutual covenants and agreements set forth below, we agree as follows:

1. You agree strictly to follow the written Instructions to Title provided in connection with each loan recording. You understand, acknowledge and agree that the Instructions to Title may not, under any circumstances, be amended, modified, cancelled or abrogated other than by means of written instructions executed by an authorized representative of Ameriquest.

2. Any instructions to modify or amend Instructions to Title or to cancel a recording must be in writing and signed by an authorized employee or officer of Ameriquest. Only the following officers or employees of Ameriquest are authorized to amend, or modify the Instructions to Title: Director of Title Resolution, Executive Vice Presidents, the President or Chairman of the Company. Branch Managers and Area Managers are authorized only to cancel recordings.

3. You shall not send for recordation any security instrument nor disburse any loan proceeds unless Ameriquest is in the lien position required by the Instructions to Title.

4. In the event that you are unable to record a security instrument in strict compliance with the terms of the Instructions to Title (whether the loan closing was conducted by you or Ameriquest), you shall notify both Ameriquest's referring branch office and the Head of Operations in Orange, California in writing of such inability to record within 24 hours of determining that such security instrument cannot be recorded as required by the Instructions to Title.

5. You understand, acknowledge and agree that you shall be liable to Ameriquest for all damages, losses, costs and expenses, including, without limitation, reasonable attorneys fees, arising out of or related to any breach of the agreements set forth in this letter agreement.

6. You agree that the terms of this Letter Agreement may not, under any circumstances, be amended, modified, cancelled or abrogated other than by means of written agreement explicitly modifying the same executed by an authorized representative of Ameriquest enumerated in paragraph 2 herein, notwithstanding any provisions to the contrary in any subsequent correspondence or writing, or any standard or non-standard provision contained in any policy of title insurance issued by you and otherwise accepted by Ameriquest.

If the foregoing adequately sets forth our understanding with respect to the subject matter hereof, please so indicate by executing two copies of this letter below and returning one to the undersigned, whereupon this will become a valid and binding agreement.

Very truly yours,  
AMERIQUEST MORTGAGE COMPANY

By \_\_\_\_\_  


ACCEPTED AND AGREED THIS  
---DAY OF -----, 2001.

By \_\_\_\_\_