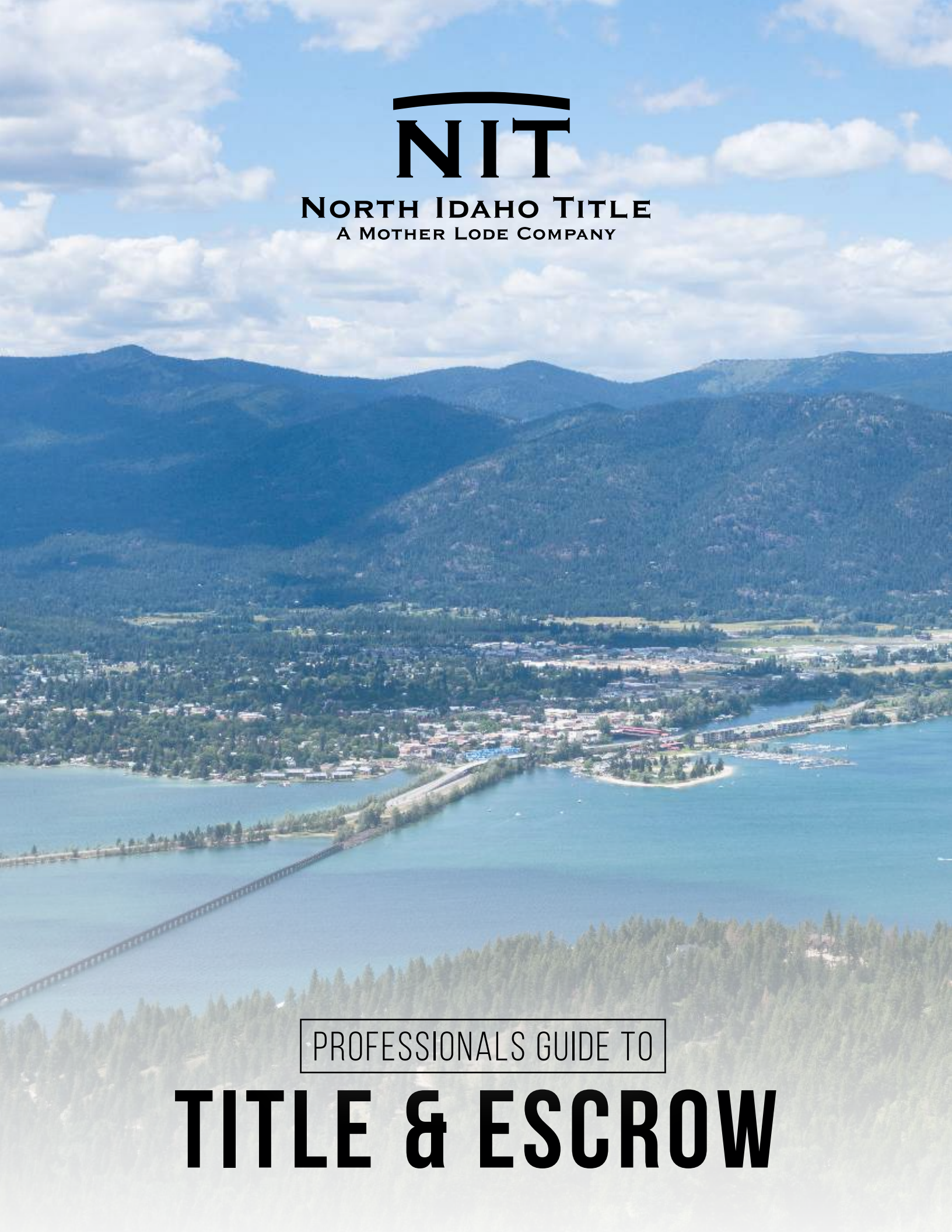




**NORTH IDAHO TITLE**  
A MOTHER LODE COMPANY



PROFESSIONALS GUIDE TO

# TITLE & ESCROW





# TABLE *of* CONTENTS

About NIT & MLHC.....	1
A Letter From The Regional President.....	2
Customer Service Menu.....	3-4
What Is Escrow.....	5-6
Escrow Checklist.....	7
10 Important Questions.....	8
Closing Costs.....	9
Closing Costs Who Pays What.....	10
Title & Escrow Fees At A Glance.....	11
Avoid Delays & Costly Mistakes.....	12
Idaho's Good Funds Law.....	13
Methods of Holding Title.....	14
Title Insurance.....	15
Comparison of Title Policies.....	16
Title Commitment.....	17
20 Reasons for Title Insurance.....	18
Important Phone Numbers.....	19-20
Glossary.....	21-23
Notes.....	24



**NORTH IDAHO TITLE (NIT)** provides title searches and examinations, issues title insurance policies, handles commercial and residential escrows and other real estate related services. North Idaho Title continues to extend its commercial and residential services by empowering talented, innovative people to make the decisions necessary to satisfy customers on the spot and by utilizing technology that delivers measurable improvement of service to our most valuable end user – our customer.

**MOTHER LODE HOLDING COMPANY (MLHC)** provides title insurance, underwriting and transaction support services to the nation’s real estate industry. With the founding of its principal subsidiary, Placer Title Company in 1973, Mother Lode has since expanded outside of its original California market to provide title and title related products and services throughout the United States. The Mother Lode family of companies includes Placer Title Company, North Idaho Title, Montana Title & Escrow, Wyoming Title & Escrow, Texas National Title, Premier Title Agency, Washington Title & Escrow, Centric Title & Escrow, Premier Reverse Closings, and our National Lender Services Division – PTC/National Closing Solutions. Mother Lode continues to extend its commercial and residential services by empowering talented, innovative people to make the decisions necessary to satisfy customers on the spot and by utilizing technology that delivers measurable improvement of service to the end user – our customer.

[WWW.NORTHIDAHOTITLE.COM](http://WWW.NORTHIDAHOTITLE.COM)

***Today, tomorrow or five years from now...  
We can make a difference for you.***



As President of North Idaho Title, I would like to invite you to experience peace of mind during your transfer of real property. We listen, we care and we respond!

Our outstanding team of Escrow Closers and Title Officers are qualified to handle all types of transactions from land and home sales, to business and large ranch acquisitions. It is the goal of our Customer Service and Marketing Departments to provide our customers with the most current and beneficial tools available to assist our customers in being successful, and ultimately helping others become successful as well.

At North Idaho Title, we recognize the purchase of real estate as one of the most important investments your clients will make. Therefore, we have aligned ourselves with the nation's top underwriters, most respected title insurers in the nation to assure you a worry-free transaction.

We have a saying: *"If we don't take care of the customer, someone else will."* You have my personal commitment to do all that I can to give you the very best service available in our industry. North Idaho Title will appreciate your business and we look forward to handling your next real estate transaction.

Sincerely,

President

North Idaho Title

*Rick Brown*

# CUSTOMER SERVICE MENU

## PROPERTY PROFILE

Property profiles include owner name, parcel number, site and mail address, tax/assessment data, sale information and property characteristics (in counties where data is available), APN map, copy of the most recently recorded vesting deed, copies of any open deeds of trust, and default documents.

## RECORDED DOCUMENTS

Request copies of any document that is recorded with the County Recorder such as grant deeds, deeds of trust, CC&Rs, etc.

## MAPS

We are able to provide copies of subdivision, survey, and parcel maps.



# CUSTOMER SERVICE MENU *continued*

## FARMING PACKAGES

There are many different ways to farm. Some examples are:

- › Just listed farm can target the neighbors, the subdivision, the zip code, or the city around a property you've just listed.
- › Farms can also be customized for your niche market; our specialists can search by subdivision, land use, assessed value, waterfront, and more!

Contact us to discuss your farming goals and we'll create a package that can maximize your impact. *Data can be provided in the form of a hard copy paper list, labels or Excel format.*

## LISTING BINDERS

A presentation of property profile, all recorded documents, maps, demographics, taxes, and so much more. Great for open houses and listing presentations

**CONTACT US TO ORDER THESE ITEMS TODAY!**





# WHAT IS ESCROW?

An escrow is a deposit of funds, a deed or other instrument by one party for the delivery to another party upon completion of a specific condition or event. It is an independent neutral account by which the interests of all parties to the transaction are protected.

When opening an escrow, the buyer and seller of a piece of property establish terms and conditions for the transfer of ownership of that property. These terms and conditions are given to a third, impartial party known as the escrow holder. The escrow holder has the responsibility of seeing that the terms are carried out.

The escrow is a "storehouse" for all monies, instructions and documents necessary for the sale of your home. This includes the buyer providing funds for a down payment, and the seller depositing the deed and any other necessary papers.

## **Why Do I Need an Escrow?**

An escrow will provide you with a guarantee

that no funds or property will change hands until ALL of the terms and conditions have been followed. The escrow holder has the responsibility to watch over the funds and/or documents and then pay out the funds and/or transfer the title only when all requirements of the escrow have been completed.


## **How Does the Escrow Process Work?**

The buyer, seller, lender and/or borrower cause escrow instructions to be created, signed and delivered to the escrow officer. The escrow officer will then process the escrow, in accordance with the escrow instructions. When all conditions required in the escrow are met, the escrow is "closed".

Prior to close of escrow, the buyer deposits the funds required with the escrow holder. The buyer instructs the escrow holder to release the money to the seller when:

- › The deed records
- › A policy of title insurance will be prepared and delivered to the buyer





The escrow holder acts for both parties and protects the interests of each within the power of the escrow instructions. Escrow cannot be completed until the instructions have been fully satisfied and all parties have signed escrow documents. The escrow holder takes instructions based on the terms of the purchase agreement and the lender's requirements.

The duties of the escrow holder include:

- ▶ Managing the funds and/or documents in accordance with instructions
- ▶ Paying all bills as authorized
- ▶ Responding to requests from the principals
- ▶ Closing the escrow only when all terms and conditions have been met
- ▶ Distributing the funds accordingly

### **How Do I Open an Escrow?**

Generally, the buyer or seller's real estate agent will open the escrow. As soon as you complete the purchase agreement, the agent will place the buyer's initial deposit, if any, into the escrow account at a title company or into the real estate broker's account.

### **What Do I Need to Do Before My Appointment to Sign Escrow Papers?**

All parties signing the documents must bring proper identification. Bring either a valid driver's license, state identification card or current passport with you to the title company. This item is needed to verify your

identity by a notary public. This is a routine, but necessary step for your protection.

### **What's the Next Step After I've Signed the Closing Escrow Papers?**

After both parties have signed all the necessary instructions and documents, the escrow officer will return the buyer's loan documents to the lender for final review. After the review is completed, the lender is ready to fund the buyer's loan and informs the escrow officer.

### **How Long is an Escrow?**

The length is determined by the terms of the purchase agreement and can range from a few days to several months.

### **What is an "Escrow Closing"?**

An escrow closing is the climax of the transaction. It signifies legal transfer of title from the seller to the buyer. Generally, the Grant Deed is recorded within one working day of the escrow holder's receipt of loan funds. This completes the transaction and signifies the "close of escrow." Once all the conditions of the escrow have been satisfied, the escrow officer informs you or your agent of the date escrow will close and takes care of the technical and financial details. The final closing papers are disbursed upon close of escrow, when the escrow officer verifies with the County Records Office that the documents have recorded and legal transfer has occurred.

# ESCROW CHECKLIST FOR REAL ESTATE PROFESSIONALS

## When opening escrow, please provide your escrow officer with the following:

- Contact information for seller, buyer, agents and new lender. Please include address, phone numbers and email address. Escrow will need to send out opening packages immediately. If you have concerns about escrow contacting the buyer or seller directly, please let us know.
- Direct who is to receive electronic copies of preliminary report, CC&R's and related documents.
- Does the seller live outside the US? If so, additional forms may be required.
- If the seller or buyer is an LLC, submit the filed LLC-1 and copy of the Operating Agreement.
- If the seller or buyer is a Corporation, submit the Articles of Incorporation, Bylaws, and a Corporate Resolution authorizing the sale or purchase of the subject property.
- If the seller or buyer is a Partnership, submit a copy of the filed Statement/Certificate of Partnership and Partnership Agreement.
- If the seller or buyer is a Trust entity, submit a copy of the Trust Agreement and a signed Certification of Trustee.
- If seller or buyer plans to use a Power of Attorney, please notify escrow immediately. Additionally, the buyer's lender will need to approve the use of a Power of Attorney.

## SUGGESTED TIMELINES

### Within the first 10 days of opening escrow

- Order all inspections, home warranty, hazard disclosure and any other inspections/reports required. Submit copies to escrow along with invoices. Indicate who is paying invoice.
- If corrective work is required, provide re-inspections and invoices. Indicate who is to pay.
- Follow-up with the buyer and loan officer/lender regularly to make sure they have submitted all documents and information that their lender has requested.
- Review the Preliminary Title Report carefully.
- Educate the buyer on the importance of obtaining a "Homeowner's Title Policy." If they have any questions, connect them with your Escrow Officer.
- Inform escrow and lender of any changes, amendments or addendums to the contract.

### 10-14 days before anticipated close of escrow

- Provide escrow and lender any additional amendments or addendums to the contract.
- Ensure all seller-paid closing costs are in place and have NO changes.
- Ensure home warranty is in place.
- Ensure hazard insurance is in place.
- Verify with your Escrow Officer the amounts of all funds needed for closing.
- Notify escrow and lender of any adjustments and credits between seller and buyer.
- Ensure any additional bills/invoices have been submitted to escrow. Indicate who is to pay.
- Carefully review estimated settlement statement provided by Escrow Officer.
- Schedule client walk-through.
- Submit your Commission Demand to escrow.

## WHAT TO EXPECT AT SIGNING APPOINTMENT

- Buyer should expect to sign approximately two or more business days before the anticipated closing date. Seller should sign prior to buyer's signing appointment.
- If funds are required to close, deliver a cashier's check or send wire transfer a minimum of 24-48 hours before the anticipated closing date.
- Seller and buyer must bring valid photo identification to the signing. Acceptable identification includes: unexpired Driver's License, State ID, or Passport.

**CONSTANT COMMUNICATION BETWEEN ALL PARTIES IS KEY TO A SMOOTH CLOSING!**

# 10 IMPORTANT QUESTIONS ESCROW OFFICERS NEED ANSWERS TO

At North Idaho Title, our goal is to provide the best service possible to our customers. Please provide your Escrow Officer answers to the questions below early in the escrow process to avoid delays on your transaction.

- 1 Which Home Warranty Company do you prefer or plan to use?
- 2 How will your buyers be holding title?
- 3 Has there been a change in marital status?
- 4 Will any of the principals be using a Power of Attorney?
- 5 Is the seller of the property not a resident of Idaho?
- 6 Have any of the principals recently filed for bankruptcy?
- 7 Is there construction work in progress or any construction unfinished?
- 8 Are any of the principals on title deceased?
- 9 Are any of the principals subject to any liens and judgments, such as child support, tax liens or creditor judgments?
- 10 Will any of the principals be exchanging the subject property?

# CLOSING COSTS

Below are some typical closing costs you may incur during the home buying process. North Idaho Title will review and explain your closing statement during your signing appointment.

## TITLE INSURANCE PREMIUM

Fee paid by an individual to insure a marketable title or, in the case of a lender, to insure the lien position.

## TRANSFER AND ASSUMPTION CHARGES

Fees charged by a lender to allow a new purchaser to assume the seller's existing loan.

## RECORDING FEES

Fees assessed by a County Recorder's Office for recording legal documents of a real estate transaction.

## LOAN FEES

Fees charged by a lender in connection with the processing of a new loan. These may include points, origination fee and credit report.

## PREPAID INTEREST

Depending upon the time of month a loan closes, the per diem charge may vary from a full month's interest to a few day's interest.

## INSPECTION FEES

The cost for inspections performed.

## ESCROW FEES

Fees charged by a title and/or escrow company for services rendered in coordinating the closing and preparing documents necessary to close a real estate transaction.

## TAXES

The buyer may be required to reimburse the seller for property taxes, depending upon the month in which the transaction closes.

## REAL ESTATE COMMISSION

Fee paid to a real estate broker for services rendered in listing, showing, selling and consummating the transfer of property.

## HOMEOWNER'S INSURANCE

Lenders typically require the first year of fire and hazard insurance be paid by escrowing funds.

# CLOSING COSTS

# WHO PAYS WHAT

GET TO KNOW WHO CUSTOMARILY PAYS WHAT COSTS:	CONV. LOAN	FHA LOAN	VA LOAN	CASH
APPRAISAL FEE	Buyer	Buyer	Buyer	Buyer
APPRAISAL RE-INSPECTION FEE	Buyer	Buyer	Buyer	Buyer
CLOSING ESCROW FEE	Shared Equity	Shared Equity	Seller*	Shared Equity
LENDER DOCUMENT PREPARATION FEE	Buyer	Buyer	Seller*	N/A
TAX SERVICE FEE	Buyer	Seller	Seller*	N/A
FLOOD CERTIFICATION/TRACKING FEE	Buyer	Buyer	Buyer	N/A
LENDER REQUIRED INSPECTIONS	Buyer	Seller	Buyer	N/A
TITLE INS. STANDARD COVERAGE OWNER'S POLICY	Seller	Seller	Seller	Seller
TITLE INS. EXTENDED COVERAGE LENDERS POLICY - MORTGAGEE POLICY	Buyer	Buyer	Buyer	N/A
ADDITIONAL COVERAGE - HOMEOWNERS POLICY	Buyer	Buyer	Buyer	Buyer
DOMESTIC WELL WATER	Buyer*	Buyer*	Buyer*	Buyer*
DOMESTIC WELL WATER PRODUCTIVITY TEST	Buyer*	Buyer*	Buyer*	Buyer*
SEPTIC INSPECTIONS	Seller*	Seller*	Seller*	Seller*
SEPTIC PUMPING	Seller*	Seller*	Seller*	Seller*
SURVEY	Seller*	Seller*	Seller*	Seller*

\* Please consult your brokerage and or lender with any further questions.

North Idaho Title provides this tool for informational purposes only and assumes no liability for its contents.  
Subject to change depending on lender and varying contractual agreements.

# TITLE & ESCROW FEES AT A GLANCE

There are many factors that determine title and escrow fees, including sales price and the type of title insurance requested by the client. Our website offers a quick and easy way for you to supply specific information to get an accurate fee estimate. To access, go to [www.northidahotitle.com](http://www.northidahotitle.com) You can always contact our office or your Business Development Representative for a quote as well. Here is a quick glance that can give you an idea of common fees for a transaction.

## Escrow Fees:

A good rule of thumb is that it is about \$3.00 for every \$1,000.00 of the sale price, plus an additional \$35. Here is a list of the added fees your client will see:

- › E- Doc: \$25      › CPL: \$25      › Recording: \$75
- › Courier: \$15      › E-Record: \$5 per document      › Endorsements: \$100

Title fees are calculated on a scale depending on sale price and type of insurance. Here is basic schedule of charges, but always contact our office or website for a more accurate quote:

LIABILITY AMOUNT	PER THOUSAND
\$0 - \$1,000	(fixed) \$200
Over \$10,000 to \$30,000 add	\$6.00
Over \$30,000 to \$50,000 add	\$5.50
Over \$50,000 to \$100,000 add	\$3.50
Over \$100,000 to \$300,000 add	\$3.00
Over \$300,000 to \$1,000,000 add	\$2.25
Over \$1,000,000 to \$5,000,000 add	\$2.00
Over \$5,000,000 to 10,000,000 add	\$1.75

When choosing your title company, you should always represent your client's best interest and ask if they have a preference first. If not, make sure that you are choosing wisely for them. North Idaho Title always strives to give the best possible rates and provide quality service to you and your client. You also can not put a price on years of experience and expertise and here at North Idaho Title, we have the most years of experience under one roof than the competition.

Always feel free to ask for estimates from other title companies, as rates can vary from each company to ensure that you have your client's best financial interest at heart.

# AVOID DELAYS & COSTLY MISTAKES

## COMMON PROBLEMS AND TIPS ON OVERCOMING THEM

There are many situations or title issues that can arise during the escrow process that can cause your transaction to be delayed or to have unexpected costs. Below is a list of the most common situations that cause problems. Remember to always advise your Escrow Officer and/or Loan Officer as soon as you are aware of any of these issues.

### DEATH OF A BUYER OR SELLER

If the property is held in a Joint Tenancy, a certified copy of the death Certificate and an Affidavit of Death of Joint Tenant will be required. If you are dealing with a trust, a full copy of the trust will also need to be provided.

### DIVORCE PROCEEDINGS OR NEW MARRIAGE

The marital status of either Buyer or Seller is very important to both the Buyer's lender and the title insurance. It may be necessary to obtain a deed from the spouse prior to closing and in the case of a hostile divorce, court interaction may be required.

### PROPERTIES HELD IN A TRUST

A full copy of the trust and any amendments may be required for title insurance.

### MARRIAGE OF BUYER OR SELLER

A spousal deed may be required to reflect any changes in name or title.

### OUT OF TOWN BUYERS OR SELLERS

If your client is going to be out of town during the escrow process, you may want them to sign a Power of Attorney. For Buyers, the new lender will want to approve this form.

### OUT OF THE COUNTRY OR OUT OF STATE SELLERS

Both the IRS and the Idaho Franchise Board have requirements for the withholding of Capital Gains from Sellers who live outside the USA or the State. In certain instances, the Seller may be granted a waiver of withholding. Please contact your Escrow Officer for more information.

### HOLD BACKS FOR REPAIRS

Many lenders will require their approval.

### ADDITION OF A BUYER(S)

Every Buyer of real property must have his name run for any possible liens. The new lender will usually require that any liens be paid at closing.

### 1031 EXCHANGES

Whether its your Buyer or Seller, Escrow will need to be in contact with the holding company.

### LEASES

Title must deal with the interest of parties in possession and their rights. Certain documents may need to be obtained.

### SOLAR ENERGY SYSTEMS

If the system is leased or has a PPA, the Seller's interest in the system must be released and transferred to the Buyer.

### EASEMENTS

Check with title to ensure your client has access to his property or if others have rights over/under/above his property.

### BANKRUPTCY

This affects how property can be transferred. Escrow must be in contact with the Bankruptcy Court/Trustee.

### STATEMENTS OF INFORMATION

These are required by title to determine whether or not certain liens belong to your party. Please have these completed and returned to Escrow immediately.

### CLIENTS WHO DO NOT SPEAK ENGLISH

Arrange for an interpreter in advance. For Spanish or Chinese speaking Buyers or Sellers, NIT also offers educational materials to help them through the escrow process.

# IDAHO'S GOOD FUNDS LAW

Idaho's "Good Funds Law" enacts the requirements that checks are deposited prior to disbursement. In addition, the actual day title companies disburse funds is governed by the type of funds received by escrow and that are deposited into the trust accounts.

All escrow and title companies are required to follow the disbursement schedule of the "Good Funds Law" and the guidelines set forth by said laws and their underwriters as follows:

1. Disburse-funds the same day as deposited, if escrow received:
  - **Wired funds** (receipt of wire is verified with receiving bank).
2. Disburse-funds the following day after check is deposited into the trust account, if escrow received:
  - **Cashier's checks;**
  - **Certified checks and Teller's checks.** (Escrow may request the bank's phone number to verify the issuance of the check.)

*Note: Official checks are not cashier's checks. Official checks are reviewed for which bank the check is drawn on and at what time period. The minimum hold time for an official check is 2 days; it could be longer depending on the bank the check is drawn on.*
3. Disburse-funds 5-8 days after the date of deposit if escrow received:
  - A **personal check** from any source. The variable in days is based on clearance of the check and bank location.

*NOTE: Customers depositing multiple cashier's checks, bank drafts, traveler checks and money orders to close an escrow in which the aggregate total is greater than \$10,000 may be required to sign and complete an IRS Form 8300, acknowledging possible IRS cash reporting.*

## THIEVES LOVE WIRE TRANSFERS. HERE ARE A FEW TIPS ON COMBATING WIRE FRAUD.

1. **CALL, DON'T EMAIL.** Obtain your Escrow Officer's phone number at the **BEGINNING** of the transaction. Confirm your wiring instructions by phone before transferring funds. **DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE TRANSACTION.**
2. **CONFIRM EVERYTHING.** Ask your bank to confirm the name, bank routing number, account number and other codes prior to sending a wire.
3. **VERIFY IMMEDIATELY.** Within four to eight hours, call the title company to confirm they received your money.



# METHODS OF HOLDING TITLE

	JOINT TENANCY	TENANCY IN COMMON	PARTNERSHIPS	TRUST ARRANGEMENTS
PARTIES	Any number of persons, but cannot be artificial entity such as corporation, LLC or trustee of trust.	Any number of persons or entities may hold title as tenants in common.	Only partners/shareholders/members of the artificial entity.	Trustee and beneficiaries of trust may be individuals, trusts or any legally created entity.
DIVISION	Ownership interests must be equal (can have equal interests in undivided interest).	Ownership can be divided into any number of interests, equal or unequal.	Single legal entity, partners/shareholders/members own interest in entity, not property held.	Interests in trust are personal property and are in accordance with terms of trust.
TITLE	Each joint tenant has separate legal title to undivided interest, subject to right of survivorship.	Each owner has a separate legal title to undivided interest.	Title is in the artificial entity.	Held in name by the trustee(s).
POSSESSION	Equal right of possession.	Equal right of possession.	Entity has sole right of possession. Entity's organizational documents determine individual partner's/shareholder's/member's rights, if any.	In accordance with terms of trust.
CONVEYANCE	Each owner's interest may be conveyed or encumbered individually, but conveyance or encumbrance without joinder of other joint tenants severs joint tenancy.	Each owner's interest may be conveyed separately.	Conveyance authority determined by organizational documents and applicable statutes.	Trustee has authority to convey in accordance with terms and limitations of trust agreement.
DEATH	On co-owner's death, interest passes to surviving joint tenants. Interest may not be dis-posed of by will.	Interest passes by will or intestate if no will. Interest must be probated.	Entity not capable of dying. Impact, if any, of death of partner/shareholder/ member on affairs of entity determined by organizational documents and applicable statutes.	Upon death of trustee, successor trustee, if any, holds title on behalf of trust. Effect of interests in trust upon death of a beneficiary determined by terms of trust agreement.
SUCCESSOR STATUS	Last survivor owns property.	Devise or heir becomes tenant in common with other owners.	Interest, but not management authority, of partner/shareholder/ member in the entity passes by will or, if no will, by intestate succession.	Defined by terms of trust agreement.
CREDITOR'S RIGHTS	Involuntary lien of creditor or deed of trust terminates on death of joint tenant. If creditor executes on lien prior to death and acquires title, becomes tenant in common with remaining joint tenants.	Owner's interest may be sold on execution sale to satisfy creditor. Creditor becomes tenant in common with remaining owners.	Creditor of partner/shareholder/ member may obtain order attaching interest in entity, but not property held by entity.	Creditor with lien/judgement against beneficiary may execute on beneficiary's interest in trust, not property held by trust. Lien against individual trustee may not attach to trust. However, if trustee is settler or revocable trust, lien may attach.
PRESUMPTIONS	Creation of joint tenancy must be in writing.	Joint ownership presumed to be as tenants in common, unless title acquired by "husband and wife".	Property must be expressly vested in partnership.	Property must be expressly vested in trustee of trust. Trust is created by executed trust agreement.

# TITLE INSURANCE

## WHY DO I NEED TITLE INSURANCE?

Many homeowners assume that when they purchase a piece of property that possession of a deed to the property is all they need to prove ownership, but title insurance serves as basic risk elimination. A Preliminary Report outlines the conditions under which a title will be insured. Once the new deed and loan documents are recorded, a title insurance policy is issued to the new owner and lender. This protects both parties against loss due to title defects. Any undisclosed claim (covered by the owner's policy of title insurance) that threatens ownership of the home will be dealt with or will be reimbursed exactly as the policy of title insurance provides.

## WHAT PROTECTION IS OBTAINED WITH A TITLE POLICY?

Title insurance offers protection against claims resulting from various defects (as set out in the policy) which may exist in the title to a specific parcel of real property, effective on the issue date of the policy. For example, a person might claim to have a deed or lease giving them ownership or the right to possess your property. Or perhaps a person claims to hold an easement giving them a right of access across your land, or claims to have a lien on your property securing repayment of a debt. A title insurance policy contains provisions for the payment of the legal fees in defense of a claim against the property covered under the policy. It also contains provisions for indemnification against losses which result from a covered claim.

## WHAT DOES A TITLE COMPANY DO?

Simply put, whenever someone decides to buy or refinance property, title companies have the ability to check public records regarding the history of that property. Looking for unclear liens, claims or easements is part of what we do. Sometimes distant relatives may have a claim on the property without the seller's knowledge. People have even fraudulently sold houses that do not belong to them. A title company performs a vital, yet hidden role in guaranteeing the security of your home. Just like car insurance, you never realize how important it is until the unexpected happens. This is why lenders require title insurance — to protect the lender against loss due to unknown title defects.

Many title companies also offer escrow services. When buying, selling or refinancing real estate, a neutral third party is needed to handle all deposits of funds, documents, special reports and other important papers. It is also the Escrow Officer you will meet with to sign all the documents prior to your property closing escrow.

## WHAT PROTECTION WILL I RECEIVE FROM MY TITLE POLICY?

A Title Insurance Policy pays for legal fees in defense of a claim against property covered under your policy. It also contains provisions for indemnification against losses that result from a claim. The title insurance premium is paid at the close of escrow and no additional premiums are paid as long as you own the property.

# COMPARISON OF TITLE POLICIES

COVERAGE: SUBJECT TO YOUR POLICY'S EXCEPTIONS, EXCLUSIONS, CONDITIONS AND STIPULATIONS		STANDARD POLICY	EXTENDED POLICY	HOMEOWNER'S POLICY
1	Someone else owns an interest in your property	Yes	Yes	Yes
2	A document is not properly executed	Yes	Yes	Yes
3	Forgery, fraud or duress	Yes	Yes	Yes
4	Defective recording of any document	Yes	Yes	Yes
5	There are restrictive covenants	Yes	Yes	Yes
6	There is a lien on your title because there is:	Yes	Yes	Yes
	• a deed of trust	Yes	Yes	Yes
	• a judgment, tax or special assessment	Yes	Yes	Yes
	• a charge by homeowner's association	Yes	Yes	Yes
7	Title is unmarketable	Yes	Yes	Yes
8	Mechanic's lien protection	No	Yes	Yes
9	Forced removal of structure because it:	No	Yes	Yes
	• Extends onto other land or onto an easement	No	Yes	Yes
	• Violates a restriction in Schedule B	No	Yes	Yes
	• Violates an existing zoning law	No	Yes	Yes
10	Can't use land for a single family dwelling because the use violates a restriction in Schedule B or a zoning ordinance.	No	Yes	Yes
11	Pays rent for substitute land or facilities	No	Yes	Yes
12	Unrecorded lien by a homeowner's association	No	Yes	Yes
13	Unrecorded easements	No	Yes	Yes
14	Rights under unrecorded leases	No	Yes	Yes
15	Enhanced continuing coverage	No	No	Yes
16	Building permit violations	No	No	Yes
17	Compliance with Subdivision Map Act	No	No	Yes
18	Restrictive covenant violations	No	No	Yes
19	Forgery occurring after policy date	No	No	Yes
20	Encroachment occurring after policy date	No	No	Yes
21	Damage from minerals or water extraction occurring after policy date	No	No	Yes
22	Coverage continues after transfer to your Living Trust	No	No	Yes
23	Enhanced access, vehicular and pedestrian	No	No	Yes
24	Attached map not consistent with legal description	No	No	Yes
25	Potential increase in policy limit up to 150% due to inflation	No	No	Yes
26	Adverse possession occurring after policy date	No	No	Yes
27	Cloud on title occurring after policy date	No	No	Yes
28	Prescriptive easement occurring after policy date	No	No	Yes
29	Covenant violation resulting in reversion	No	No	Yes
30	Boundary, walls and fence encroachment	No	No	Yes
31	Violations of building setbacks	No	No	Yes

The additional coverage is subject to a deductible and a maximum indemnity liability, which may be less than the policy amount. For more details on all coverages, including the coverages outlined above, please refer to the terms of the policy itself. Copies are available from your local North Idaho Title office. The Homeowner's and the Extended policies are designed for issuance on certain subdivided residential properties and are not available for all properties. Check with your title representative for availability.

# TITLE COMMITMENT

**What is a Title Commitment?** A Title Commitment is an offer by the Title Company to issue a specific form of Title Insurance Policy to a proposed insured identified in Schedule A. It is not an abstract of title, report of condition of title, legal opinion or other representation of the state or status of title.

Verify you have all Sections of the Title Commitment: Schedule A; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions. Each section plays a part in the Commitment and the agreement by the Title Company to issue its Policies.

## How To Read A Title Commitment:

### SCHEDULE A: ITS PARTS AND WHAT THEY MEAN:

- › **Commitment Date:** This is the date the obligation of the Title Company to insure begins and is valid for 6 months from this date.
- › **Policy or Policies to be issued:** Sets forth the proposed policy or policies to be issued, the policy amount and the name(s) of the proposed insured.
- › **Estate or Interest:** Indicates the nature and extent of the owner's interest in the Land. The highest form of interest an owner can have in land is Fee or Fee Simple, and is the most common for a home owner. Understand the type and nature of ownership in the land if the interest shown is other than Fee.
- › **Vested Owner's Name:** Reflects the record owner of the land. Owner shown should be the same as the seller on the Purchase Agreement or same as borrower on refinance transactions.
- › **Legal Description:** Legally identifies the boundaries of a specific parcel of land by lot/block or metes and bounds, which is locatable on the ground and which separates it from any other parcel of land within the County and State in which the parcel is located.

### SCHEDULE B, PART I – REQUIREMENTS:

- › This section sets forth all the requirements which need to be satisfied for the Title Company to issue its specified policies of Title Insurance. Requirements may include items for payment which do, or may, attach to the property such as existing or unreleased loans, tax liens, notices of default, judgments or bankruptcies against owner, as well as requirements for recording pertinent documents to evidence ownership or interest in the land.
- › The requirements section may also include informational statements regarding the Assessor's Tax Parcel Number (APN), the site or property address according to the County Assessor, current Vesting document and maps.

### SCHEDULE B, PART II – EXCEPTIONS:

- › This section sets forth the specific items that will be excluded from coverage on the final title policy(ies) when issued. These items burden the property and generally restrict your use of the land in some way. Be sure to understand the nature and scope of these exceptions as they relate to the use, or intended use, of the property. Since they are exceptions to coverage, a title policy will not protect your rights over these exceptions.

# 20 REASONS FOR TITLE INSURANCE

- 1 A deed or mortgage in the chain of title may be a forgery.
- 2 A deed or mortgage may have been signed by a person under age.
- 3 A deed or mortgage may have been made by an incompetent person.
- 4 A deed or mortgage may have been procured by fraud or duress.
- 5 Title transferred by an heir may be subject to a federal estate tax lien.
- 6 A fire destroys only the house and improvements. The ground is left. A defective title may take away not only the house but also the land on which it stands. Title insurance protects you (as specified in the policy) against such loss.
- 7 Claims constantly arise due to marital status and validity of divorces. Only title insurance protects against claims made by non-existent or divorced "wives" or "husbands."
- 8 An heir or other person presumed dead may appear and recover the property or an interest therein.
- 9 Title insurance may help eliminate costly attorneys' fees and court costs.
- 10 Title insurance helps speed negotiations when you're ready to sell the property or obtain a loan.
- 11 Title insurance reimburses you for the amount of your covered losses.
- 12 A deed or mortgage may be voidable because it was signed while the grantor was in bankruptcy.
- 13 A deed or mortgage may have been made under a power of attorney after its termination and would, therefore, be void.
- 14 A deed or mortgage may have been made by a person other than the owner, but with the same name as the owner.
- 15 By insuring the title, you can eliminate delays and technicalities when passing your title on to someone else.
- 16 The testator of a will might have had a child born after the execution of the will, a fact that would entitle the child to claim his or her share of the property.
- 17 A judgment or levy upon which the title is dependent may be void or voidable on account of some defect in the proceeding.
- 18 Each title insurance policy is paid in full by the first premium for as long as you or your heirs own the property.
- 19 There may be a defect in the recording of a document upon which your title is dependent.
- 20 Many lawyers, in giving an opinion on a title, protect their clients as well as themselves by procuring title insurance.

# IMPORTANT PHONE NUMBERS

## CITY AND COUNTY INFORMATION

### Athol

City Hall 30355 3rd St, Athol, ID 83801 .....683-2101

### Bayview

P.O. Box 1, Bayview, ID 83803.....683-3948

### Coeur d'Alene

City Hall 710 Mullan Ave, Coeur d'Alene, ID 83814..... 666-5754

Building Department.....769-2267

Electrical & Plumbing Inspection.....769-6579

City Planning & Zoning Department .....769-2274

City Clerk/L.I.D. ....769-2231

Utility Services .....769-2227

City Engineer .....769-2285

Street Numbers & Names .....769-2267

### Dalton Gardens

City Clerk 6360 N 4th St, Dalton Gardens, ID 83815 .....772-3698

### Harrison

City Clerk ..... 689-3212

### Hauser

11837 N Hauser Lake Rd. ....777-9315

### Hayden

City Hall 8930 Government Way, Hayden, ID 83835 ..... 772-4411

### Hayden Lake

9545 N Strahorn Rd, Hayden Lake, ID 83835 .....772-2161

### Post Falls

City Hall 408 N Spokane St, Post Falls, ID 83854.....773-3511

Building Division ..... 773-8708

Planning Division.....773-1822

Engineering Division.....773-4235

### Rathdrum

City Hall 838 Main, Rathdrum, ID 83858 .....687-0261

### Spirit Lake

City Hall 409 E Maine St, Spirit Lake, ID 83869 ..... 623-2131

### Worley

City Hall.....686-1258

## Kootenai County

451 N Government Way, Coeur d'Alene, ID 83814 .. 446-1000

Assessor .....446-1500

Clerk/Auditor .....446-1650

Recorder .....446-1480

County Commissioners.....446-1600

County Engineer.....446-1500

Development Services

    Planning & Zoning .....446-1070

    Building, Engineering & Inspections.....446-1040

Voter Registration/Elections

    1808 N 3rd St.....446-1030

Treasurer & Tax Collector.....446-1005

## HIGHWAY DISTRICTS

Eastside Highway District

    Coeur d'Alene .....765-4714

    Cataldo.....682-2770

    Harrison .....689-3418

Lakes Highway District .....772-7527

Post Falls Highway District.....765-3717

Worley Highway District.....664-0483

## FIRE PROTECTION DISTRICTS

Timberlake Fire Protection District.....683-3333

Coeur d'Alene Fire Department.....769-2340

East Side Fire District .....769-4269

Hauser Lake Fire Protection District .....773-1174

Kootenai County Fire Protection District.....676-8739

Mica Forest Protection District.....769-1577

Northern Lakes Fire Protection District.....772-5711

Post Falls Fire Department.....773-3517

Spirit Lake Fire Protection District .....623-5800

# IMPORTANT PHONE NUMBERS

## POLICE DEPARTMENTS

Coeur d'Alene Police Department.....	769-2320
Idaho State Police Headquarters.....	772-6055
Kootenai County Sheriff's Office .....	446-1300
Post Falls Police Department .....	773-3517
Rathdrum Chief of Police .....	687-0711

## DEPARTMENT OF MOTOR VEHICLES

Coeur d'Alene	
451 N Government Way .....	446-1580
Post Falls	
120 E Railroad .....	446-1590

## SCHOOL DISTRICTS

Coeur d'Alene School District #271.....	664-8241
Lakeland School District #272.....	687-0431
Post Falls School District #273 .....	773-1658
Kootenai School District #274 .....	689-3631
Plummer/Worley Joint School District #44 .....	686-1621
Coeur d'Alene Charter Academy.....	676-1667

## HEALTH DISTRICTS

Panhandle Health District Administration .....	415-5100
Childcare Resource Center.....	415-5130
Environmental Health.....	415-5200
Home Health Program .....	415-5160
WIC Program .....	415-5130

## UTILITIES

Gas & Electricity	
Avista Utilities.....	800-227-9187
Kootenai Electric Cooperative.....	765-1200
Utility Locating Service .....	811
Garbage Collection	
Rural Sanitation (Athol, Bayview & Spirit Lake) .....	765-5233
Coeur d'Alene.....	769-2300
Coeur d'Alene Garbage Service/Post Falls Sanitation (Hayden, Hayden Lake, Dalton Gardens, Rathdrum, Fernan Village, & Rural Coeur d'Alene) .....	457-1820
Waste Management (Coeur d'Alene, Hayden, Hayden Lake, Dalton Gardens).....	877-466-4668

## WATER COMPANIES & IRRIGATION DISTRICTS

Alpine Meadows Water & Sewer District.....	772-5313
Athol.....	683-2101
Avondale Irrigation District.....	772-5657
Bar Circle S Ranch Water Association .....	665-9200
Bayview Water & Sewer District .....	683-3948
Coeur d'Alene (Water) .....	769-2210
Coeur d'Alene (Sewer) .....	769-2241
Dalton Gardens .....	772-5639
East Greenacres Irrigation District .....	773-7579
Greensferry Water & Sewer District .....	773-5510
Hayden .....	772-4411
Hayden Lake.....	772-2161
Hayden Lake Irrigation District.....	772-2612
Holiday Acres Water & Sewer Association .....	687-1402
North Kootenai Water District.....	772-3619
Honeysuckle Hills.....	772-3605
Kidd Island Bay Water Users Co-op Leisure Park .....	772-9617
Post Falls .....	773-3511
Rathdrum.....	687-0261
Ross Point Water District.....	773-1120
Spirit Lake .....	623-2131

## WATER COMPANIES & IRRIGATION DISTRICTS

Kootenai County Airport .....	446-1860
HUD-FHA	
Acquired Property Sales.....	334-1367
General Information .....	334-1990
Mortgage Credit (Buyer Qualifications) .....	334-1338
Valuations (Property Qualifications) .....	334-1514
Veterans Administration (VA)	
General Information .....	334-1367
Appraisals & Inspections.....	334-1367
Repossessions (Computer Access).....	334-1900
North Idaho Building Contractors Association.....	765-5518
Flood Plain Information (Mapping).....	769-4400
Idaho Association of Realtors.....	667-0664
Idaho Housing Agency, Boise .....	331-4882
Idaho Housing Agency, Coeur d'Alene.....	667-3380
Idaho Department of Lands .....	769-1535

# GLOSSARY

*These definitions are to acquaint the homebuyer with terms commonly used in real estate transactions. The terms are intended to be general and brief and are not complete and wholly accurate when applied to all possible uses of the term. Please consult your real estate agent for more information or questions regarding specific terms.*

**Adjustable Rate Mortgage (ARM)** A mortgage instrument with an interest rate that is periodically adjusted to follow a pre-selected published index. The interest rate is adjusted at certain intervals during the loan period.

**Adjustment Period** The length of time between interest rate changes on an ARM. For example, in the case of an ARM loan with a one-year adjustment period, the interest rate may change once each year.

**Agency** Any relationship in which one party (agent) acts for or represents another (principal) under the authority of the principal. Agency involving real property should be in writing, such as listing, trust, powers of attorney, etc.

**American Land Title Association (ALTA)** A national association of title insurance companies, abstractors, and agents. The association adopts standard policy forms.

**Amortization** Repayment of a mortgage debt with periodic payments of both principal and interest, calculated to retire the obligation at the end of a fixed period of time.

**Annual Percentage Rate (APR)** A term defined in section 106 of the Federal Truth in Lending Act (15 USC 1606), which expresses on an annualized basis the charges imposed on the borrower to obtain a loan (defined in the Act as “finance charges”), including interest, discounts and other costs.

**Appraisal** An opinion or estimate of value. Also refers to the process by which a value estimate is obtained.

**Assignment** The transfer of ownership, rights, or interests in property, as in a mortgage, lease, or deed of trust. Mortgages and other security instruments are regularly assigned from one investor to another and commitments by HUD/FHA to insure mortgages may be assigned by one originating lender to another before insurance.

**Beneficiary** The person who is entitled to receive funds or property under the terms and provisions of a will, trust, insurance policy or security instrument. In the case of a mortgage loan, the beneficiary is the lender.

**Broker or Agent** One who is licensed by the state to carry on the business of dealing in real estate. A broker/agent is employed on a fee or commission basis to bring together buyers and sellers, landlord and tenant, or parties to an exchange, and assist in negotiating contracts between them.

**Cap** The limit on how much an interest rate or monthly payment can change, either at each adjustment or over the life of the mortgage.

**Certificate of Reasonable Value (CRV)** A document that establishes the maximum value and loan amount for a VA guaranteed loan.

**Closing Costs** The costs incurred to purchase real estate. These may include loan fees, title fees, appraisal fees, etc.

**Closing Statement** The financial disclosure statement that accounts for all of the funds received and expected at the closing, including deposits for taxes, hazard insurance, and mortgage insurance.

**Commission** An agent’s compensation for negotiating a real estate or loan transaction, often expressed as a percentage of the selling price.

**Contingency Clause** A provision in some ARMs to a fixed rate loan, usually after the first adjustment period. The new fixed rate is generally set at the prevailing interest rate for fixed rate mortgages. This conversion feature may cost extra.

**Deed** The document by which title to real property is transferred or conveyed from one party to another.

**Deed of Trust** Type of security instrument in which the borrower conveys title to real property to a third party (trustee) to be held in trust as security for the lender, with the provision that the trustee shall reconvey the title upon the payment of the debt, and, conversely, will sell the land and pay the debt in the event of a default by the borrower.

**Deposit** A sum of money given to (1) bind a sale of real estate, or (2) assure payment or an advance of funds in the processing of a loan. Also called Earnest Money.

**Discount Points** A negotiable fee paid to the lender to secure financing for the buyer. Discount points are up front interest charges to reduce the interest rate on the loan over the life, or a portion, of the loan’s term. One discount point equals one percent of the loan amount.

**Due on Sale Clause** An acceleration clause that requires full payment of a mortgage or deed of trust when the secured property changes ownership.

**Earnest Money** A deposit made to bind the conditions of a sale of real estate.



# GLOSSARY

**Easement** A limited right of interest in land of another that entitles the holder of the right to some use, privilege or benefit over the land.

**Escrow** The process in which a neutral third party holds money and documents for delivery to the respective parties in a transaction on performance or established conditions.

**Federal National Mortgage Association** Commonly known as Fannie Mae. A privately owned corporation created by Congress to support the secondary mortgage market. It purchases and sells residential mortgages insured by FHA or guaranteed by VA, as well as conventional home mortgages.

**Finance Charge** The total cost a borrower must pay, directly or indirectly, to obtain credit according to Regulation Z.

**Foreclosure** The legal process by which property is sold to satisfy an unpaid debt in the event of default on terms or payments of a mortgage.

**Good Faith Estimate (GFE)** A document that tells borrowers the approximate costs they will pay at or before settlement, based on common practice in the locality. Under requirements of the Real Estate Settlement Procedures Act (RESPA), the mortgage banker or mortgage broker, if any, must deliver or mail the GFE to the applicant within three business days after the application is received.

**Graduated Payment Mortgage** A residential mortgage with monthly payments that start at a low level and increase at a predetermined rate.

**Grant Deed** One of many types of deeds used to transfer real property.

**Hazard Insurance** Real estate insurance protecting against loss caused by fire, some natural causes, vandalism, etc., depending upon the terms of the policy.

**Homeowner's Association** (1) An association of people who own homes in a given area, formed for the purpose of improving or maintaining the quality of the area. (2) An association formed by the builder of condominiums or planned developments and required by statute in some states.

**Impound Account** An account held by a lender for the payment of taxes, insurance or other periodic debts against real property.

**Index** A measure of interest rate changes used to determine changes in an ARM's interest rate over the term of the loan.

**Joint Tenancy** A means of ownership in which two or more persons own equal shares in real property. Upon the death of one tenant, his/her share passes to the remaining tenant(s) until title is vested in the last survivor.

**Legal Description** A description by which real property can be definitely located by reference to surveys or recorded maps. Sometimes referred to simply as "the legal."

**Lien** A legal hold or claim on property as security for a debt or charge.

**Loan Commitment** A written promise to make a loan for a specified amount on specific terms.

**Loan to Value Ratio** The relationship between the amount of the appraised value of the property and the loan, expressed as a percentage of the appraised value.

**Lock-in** A guarantee by the lender of a particular loan rate. The loan must fund before the lock expiration in order to receive the guaranteed or "locked" rate.

**Margin** The number of percentage points the lender adds to the index rate to calculate the ARM's interest rate at each adjustment.

**Market Value** An appraisal term denoting the highest price that a buyer, willing but not compelled to buy, would pay, and the lowest a seller, willing but not compelled to sell, would accept.

**Mortgage Payment** A payment that is owed to the bank/lender each month toward repayment of the loan. The amount is determined by the terms of the loan: principal, interest rate, length of the loan, and periodic adjustments, if applicable.

**Multiple Listing Service** An exclusive listing, submitted to all members of an association, so that each may have the opportunity to sell the property.

**Negative Amortization** Occurs when monthly payments fail to cover the interest cost. The interest that isn't covered is added to the unpaid principal balance, which means that even after several payments you may owe more than you did at the beginning of the loan. Negative amortization can occur when an ARM has a payment cap that results in monthly payments that aren't high enough to cover the interest.

# GLOSSARY

**Note** A unilateral agreement containing an express and absolute promise of the signer to pay to a named person, order, or bearer a definite sum of money at a specified date or on demand. Usually provides for interest and, concerning real property, is secured by a mortgage or trust deed.

**Origination Fee** A fee made by a lender for making a real estate loan. Usually a percentage of the amount loaned, such as one percent.

**PITI (Principal, Interest, Taxes and Insurance)** The four major components of a usual monthly mortgage payment.

**Point** An amount equal to 1% of the principal amount of the investment or note. The lender assesses loan discount points at closing to increase the yield on the mortgage to a position competitive with other types of investments.

**Power of Attorney** An authority by which one person (principal) enables another (attorney-in-fact) to act for him.

(1) General power authorizes sale, mortgaging, etc., of all property of the principal. Invalid in some jurisdictions.

(2) Special power specifies property, buyers, price and terms.

**Prepayment Penalty** A penalty under a note, mortgage, or deed of trust imposed when the loan is paid before it is due.

**Pre-Qualification Letter** A letter that states a potential borrower's financial status to determine the size and type of mortgage available to him/her.

**Principal** (1) The amount of debt, not including interest. (2) The person who is served by an agent or attorney.

**Private Mortgage Insurance (PMI)** Insurance written by a private mortgage insurance company protecting the mortgage lender against loss occasioned by a mortgage default and foreclosure. The premium is paid by the borrower and is included in the mortgage payment. Typically required if down payment is less than 20% of purchase price.

**Processing (or Origination) Fees** Fees that cover the administrative cost of processing the loan. These charges vary from lender to lender.

**Promissory Note** A promise in writing and executed by the maker to pay a specified amount during a limited time, on demand or at sight to a named person, or on order to bearer.

**Proration** The method used in dividing charges into that portion which applies only to a party's ownership up to a particular date.

**Quitclaim Deed** A deed operating as a release; intended to pass any title, interest, or claim which the grantor may have in the property, but not containing any warranty of a valid interest or title in the grantor.

**Reconveyance** The conveyance to the landowner of the title, held by a trustee under deed of trust, when the performance of the debt is satisfied.

**Recordation** Involves filing for record in the office of the County Recorder for the purpose of giving constructive notice of title, claim or interest in real property.

**Right of Survivorship** The right of a survivor of a deceased person to the property of said deceased. A distinguishing characteristic of a joint tenancy relationship.

**Statement of Information (SI)** A confidential form filled out by buyer and seller to help a title company determine if any liens are recorded against either party. It is necessary to differentiate between parties with similar names. Also called a Statement of Identity.

**Tenancy in Common** An undivided ownership in real estate by two or more persons. The interests need not be equal. In the event of the death of one of the owners, no right of survivorship in the other owner exists.

**Title Commitment** A report prepared prior to issuing a policy of title insurance that shows the ownership of a specific parcel of land, together with the liens and encumbrances thereon which will not be covered under a subsequent Title Insurance Policy.

**Title Insurance Policy** A policy that protects the purchasers, mortgagee or other parties against losses.

**Uniform Settlement Statement** The Standard HUD Form 1 required to be given to the borrower, lender and seller at, or prior to, settlement.

**VA Loan** A loan that is guaranteed by the Veteran's Administration and made by a private lender.

**Vesting** Denotes the manner in which title is held. Examples of common vestings are: Community Property, Joint Tenancy, Tenancy in Common, and Community Property with Right of Survivorship.





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**NORTH IDAHO TITLE**  
A MOTHER LODGE COMPANY

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THE *choice* IS *yours!*  
DEMAND THE *best!*