

REAL ESTATE BUYER'S GUIDEBOOK



Fidelity National Title Agency

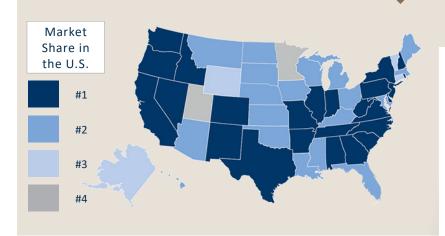
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Why Fidelity National Title Agency?



Fidelity National Title Agency is a member of the Fidelity National Financial family of companies, the largest and most profitable title insurance company in the industry providing centralized and distributed title and settlement services through the United States, Canada, and many international locations. Through its title insurance underwriters, the FNF family of companies issues more title insurance policies than any other company in the United States. We have the most substantial claims reserve in the industry offering the financial strength and reliability our clients demand.

In Maricopa County, Fidelity National Title Agency is a local leader in both title insurance and real estate services. We offer a complete line of title and escrow services for both residential and commercial transactions as well as a variety of other related services. We offer 11 branch locations (and growing) across the Valley staffed with dedicated title and escrow professionals who are experts in local real estate laws and customs and who develop lasting relationships that

are second to none. Our Executive and Sales Teams are committed to offering clients meaningful customized products and services, the expertise and passion for finding solutions to customers' problems and establishing long-term business relationships based on a mutual exchange of value. Let Fidelity offer you the price, service, and reliability you expect from a leader in the title insurance industry.



"Feel the Fidelity difference"

FNF is consistently recognized as an industry leader by highly-respected organizations

Accolades bestowed on the company over the past decade include:

Named to the Fortune 500 on an annual basis – ranked 402 in 2019

The highest ranked Fortune 500 company in its industry

Selected by Fortune as one of America's Most Admired Companies

Identified by Forbes as a Global 2000 Company

Chosen by Forbes as one of The World's Best Companies

Selected by Forbes as one of the Best Managed Companies in America

Named by Forbes to the Platinum 400: America's Best Big Companies

150 Years of Title & Escrow Experience

1.5 Billion Dollars in claims reserve

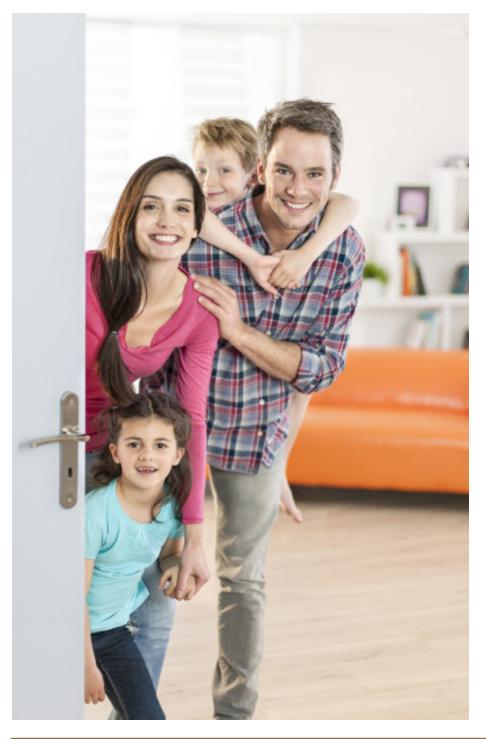
\$5.2 Billion in Investment Portfolio

Fidelity National Financial is the nation's largest title insurance company through its title insurance underwriters that collectively issue more title insurance policies than any other title company in the United States.

Fidelity National Title Agency has provided this guidebook for informational purposes only. This guidebook is not intended to offer legal or financial advice. It is strongly recommended that you seek professional advice from an attorney and/or your tax advisor to determine the legal and financial consequences of buying or selling a house.

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NOTES & QUESTIONS: As you read through this guidebook, you'll notice each page has space at the bottom for notes and questions. Grab a pen and write down any questions that come to mind as you read. Buying a home can be a complicated process, but the more you know before you begin, the more positive your experience will be. The cover of this guidebook has contact information for local experts who can provide answers now and at every step of the process - don't hesitate to reach out, we're here to help!

Advantages to Homeownership



Whether you are looking for more space to raise a family or the perfect place to make your own, there are many advantages to owning your own home, ranging from the purely personal to the very practical. For many people, the motivation for home ownership comes from the financial benefits. Owning your own home can be a first-rate investment for a number of reasons.

Scheduled Savings

When you buy a house, your monthly mortgage payments serve as a type of scheduled savings plan. Over time you gradually accumulate what lenders call "equity", an ownership interest in the property that you can often borrow against or convert into cash by selling the house. In contrast, renters must continue paying rent to a landlord for as long as they rent, without the opportunity to build equity.

Stable Housing Costs

Another advantage to homeownership is that while rent typically increases year after year, mortgage payments can remain unchanged throughout the entire repayment period. In fact, because of the effect of inflation, over the years you pay the same amount but with devalued dollars. So, what may seem like a substantial payment now will become very affordable after cost-of-living increases.

Increased Value

Houses typically increase in value, or "appreciate", over time. It's not unusual to find a house that sold for \$150,000 fifteen years ago to be valued at much more than that amount today. This increased value is as good as money in the bank to the homeowner.

Tax Benefits

Homeowners also get significant tax breaks that are not available to renters. Most importantly, interest paid on a home mortgage is usually deductible. This factor alone can save you a substantial amount each year in federal income taxes.







4 Reasons To Buy with a REALTOR®



You are about to embark on one of the most important and exciting decisions in your lifetime: the selection and purchase of a home. It is a decision that will bring you years of comfort and joy. Yet, the idea of spending your free time evaluating homes and neighborhoods, figuring your down payment and monthly costs, applying for a loan, and finalizing the purchase can be an overwhelming process. For some buyers, the process is tedious and confusing. This is why consulting a professional Realtor® is a smart decision.

1. Objective Information. A licensed real estate agent can help you find a house, efficiently and quickly. Discuss with your agent the type of home you believe will be right for your needs. Is your family growing? Do you entertain a lot? Garden? Barbeque? Work at home? Are you a chef? A fashionista with a large wardrobe? Are

you a fixer-upper or a total coach potato? Realtors® understand the local market and can point out neighborhoods and properties that may suit your needs better than you thought. In addition, your agent will show you homes that you can comfortably afford. He or she will have the resources to help you understand how much a lender will let you borrow and on what basis it's calculated.

- **2. Comprehensive Search Power.** Your Realtor's® expertise and experience will be crucial in helping you find the right home of your dreams. Realtors® have access to the Multiple Listing Services (MLS), which provides information on virtually every home for sale in the market. This is a useful tool because it provides the most current comparative information available for more informed shopping. Your agent may also be able to find available properties that are not being actively advertised online.
- 3. Negotiation Knowledge. When you are ready to make an offer, your Realtor® can assist you. He or she cannot suggest a lower price than what is listed, but your agent can tell you what comparable homes are selling for in the same neighborhood. Your Realtor® will act as the intermediary between you and the seller who is likely to also be represented by an agent. If there are negotiations over price, closing dates, contingencies, and items such as appliances to be left or taken, your Realtor® will be your representative.
- **4. Technical Expertise.** Buying a home requires dozens of forms, reports, and technical documents. Your Realtor® will be familiar with all the forms and all the other experts you will need, like a lender, inspection and insurance professionals, and Fidelity National Title Agency for your escrow and title needs. He or she will keep you on track and organized.



A Financial Timeline

12 Months to Homeownership



Buying a home can be complicated but it helps to be prepared for the process in advance. Before starting to seriously shop for a home, consider the following one-year timeline to help you arrange your finances. The more time you give yourself for this process, the better.

One Year In Advance

Get your credit reports. If there are errors on your reports, you could pay a higher interest rate on your mortgage. You might also have issues getting a loan. The three major credit bureaus (Equifax, Experian and Transunion) offer free reports from AnnualCreditReport.com. Scan for suspicious activity, debts you don't owe and negative marks (other than bankruptcy).

Obtain your FICO credit scores. Your credit scores are three-digit numbers used to measure your creditworthiness. They help determine the rates and terms for your loan. While there are different credit-scoring formulas, most lenders use FICO.

Attack your debt. Try to eradicate bad debt such as credit-card balances and payday loans which signal that you could be living beyond your means. Reducing overspending before you buy a home is key because homeownership typically involves big costs such as property taxes, insurance, maintenance, repairs, improvements and decorating.

Save money. Cut back on luxury expenses and put as much money aside as possible. Think about your dream of homeownership. Ideally, try to have at least 5% down payment, but putting down 10% will give you even more financing options.

Switch to automatic bill pay. A single, 30-day late payment can knock 100 points off your score so be sure every bill gets paid when it's due. Consider using an online bill-payment system's recurring-payment feature.

Six Months Out

Research mortgage options. Educate yourself on different types of loan programs and consider interviewing several mortgage professionals.

Hone your saving strategies. A bigger down payment could result in a larger home or a lower mortgage payment. Build up your emergency fund to three months of income for unexpected home expenses.

Three Months Out

Reduce your credit utilization. Remember: less is better, at least when it comes to the FICO scoring formula. It's sensitive to how much of your available limits you're using on your credit cards and other revolving lines of credit. Even if you pay your balances in full every month, the balance on your most recent statement is the formula used. Keep that balance below 30%.

NOTES & QUESTIONS:

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A Financial Timeline

12 Months to Homeownership

Don't open or close any accounts. Until the mortgage process is completed and you've moved into your new home, avoid opening new credit accounts or closing old ones that could potentially harm your credit. If your loan officer later advises you to pay off certain bills in order to qualify for the loan, follow that advice, but otherwise, leave your accounts as they are.

Two Months Out

Look into potential mortgage rates. Order a fresh set of your FICO credit scores and speak to a few mortgage lenders about rates. Don't apply yet or give permission for your credit to be pulled; just get a feel for what you can expect. Each time a lender checks your credit, a "hard inquiry" appears on your credit report and dings your score slightly. The good news is that the FICO scoring formula counts all mortgage related inquiries within a specified period as one. It is important to do your serious mortgage shopping in a fairly concentrated period of time.

Get approved for a mortgage in advance. Pre-approval, in which a lender commits to make you a loan, is different and more valuable to sellers that pre-qualification, which gives you just an idea of an affordable mortgage amount without any commitment. You are not obligated to get a loan from the lender that pre-approves you. Even though a pre-approval involves a hard credit inquiry, the small potential ding on your credit is worth it because you'll be in a stronger position with sellers.

Avoid switching banks or making major purchases. After the lender has verified your funds at one or more institutions, the money should remain there until needed for the purchase. Major purchases that require a withdrawal from your verified funds or increase your debt could affect your loan approval, as your lender may check your credit or re-verify funds at the last minute.

Avoid changing jobs. A job change may result in your loan being denied, particularly if you are taking a lower-paying position or moving into a different field. Don't think you're safe because you've received approval earlier in the process, as the lender may call your employer to re-verify your employment just prior to funding the loan.

Shop for a mortgage. Consider the national mortgage lenders, local lenders and online brokers. The full approval process could vary in length of time so be sure to move quickly.

Once You're In Escrow

Conduct appraisal, home inspection, and walk-through. An appraisal is required for loan approval. An inspection is not required but can alert you to any serious problems before the deal closes. The walk-through is usually done 24 hours before signing final documents, so you can make sure that the sellers have performed any agreed-upon repairs and the place is in move-in condition.

Confirm closing costs. Your "closing" entails signing all loan and escrow paperwork and paying agreed upon amounts, which can include your down payment and your share of legal fees, paperwork costs, property taxes and title insurance.

NOTES & QUESTIONS:

Financing: Getting Pre-Qualified



Once you have an idea of the type and size home you want and the area you'd like to look in, you should be pre-qualified by a Lender. By doing this before looking for a home, you'll save yourself time, energy and frustration because pre-qualification can:

- ◆ Determine how much home you can afford. Though you may be willing to spend until it hurts, the name of the game is how much a lender calculates you can afford. Your lender will help you through the financial process of pre-qualifying (targeting the amount that a financial institution will lend you). Pre-qualification helps you avoid buying more home than you can afford or being disappointed if you don't qualify for as much as you had hoped.
- ♦ Show what your total investment will be. You'll know approximately how much money you'll need for down payment and closing costs.
- ◆ Inform you of your monthly payments. Lenders use slightly different formulas for arriving at "total monthly house payment". These costs generally include your mortgage principal and interest payment, property taxes as a monthly figure, and hazard insurance as a monthly figure. These four items are referred to as PITI (principal, interest, taxes and insurance). If you're required to pay private mortgage insurance (PMI) based on your down payment, those premium payments will also be included. If you decide to buy a condominium or town house, the monthly homeowner's association fees are likely to be included. Keep in mind, these formulas can change from lender to lender, so your best bet is to consult with several experts in the field.
- ♦ Identify the loan programs you can qualify for. At this point, your lender can also help you determine alternatives and strategies that could help you buy the home of your dreams, like special first—time home buyer programs or debt consolidation counseling. With the wide variety of loan programs available, it is important to know which types you qualify for and which will best suit your needs.
- Strengthen your offer. Sellers are more inclined to accept realistic offers when they know that you have taken the time to be interviewed by a lender and can qualify for a loan.

In order to be pre-qualified, you will need to provide the lender with the following:

- Your residence history for the past two years
- Your employment history with dates and business addresses
- Two years of tax returns and W-2s (or profit and loss statements if self-employed)
- Copies of three months of statements for all bank and brokerage accounts, loans, credit cards, pensions, etc.
- Details of any real estate, vehicles, or other personal property you own, including loan balances and market value

Your lender will be able to provide you with a more specific checklist as well as an overview of the loan process from start to finish. Consider requesting this information from your lender.



Buying From A New Home Builder

New home subdivisions provide many advantages to buyers: less maintenance and fewer repairs, increased energy efficiency, and options to customize the floor plan and features of the house. If you are considering purchasing a new home, carefully review the information provided to you by the builder.

Read the Arizona Department of Real Estate Public Report provided to you. By law, this document must be given to you before you sign a purchase contract and you must sign a receipt for it.

The Public Report will tell you such things as:

- Flooding and drainage disclosure
- A description of adjacent land and uses
- Electricity, telephone, gas, water and sewage disposal providers
- Common community and recreation facilities
- Assurances for completion of improvements
- Local services and facilities, including schools, shopping centers, public transportation, medical facilities, fire protection, ambulance service, police protection and garbage services
- Taxes and assessments
- Property owners association details



If you have any questions about the Public Report, you are welcome to call the Arizona Department of Real Estate at 602-771-7799. A Subdivision Representative will assist you with your questions. The cover sheet of the Public Report contains a disclaimer by the Department of Real Estate. Read it carefully: "Not all of the information in this report has been verified by the Department; certain information has been accepted by the Department as true and accurate based on attestation of the subdivider and/or the subdivider's agents. You should verify all facts before signing any documents."

Read your purchase contract carefully. Note that if the builder or developer is not placing your earnest money deposit in escrow or a trust account, the funds may be placed in the builder's or developer's general funds account, and may be used for any purpose. You could lose the money if the builder or developer declares bankruptcy or otherwise goes out of business. If the funds are not going to be placed in escrow or into a trust account, that fact must be stated in a separate paragraph. Make sure you understand where your earnest money is going to be deposited.

Check out the home builder with the Arizona Registrar of Contractors. You can determine the number of complaints customers have filed against the contractor, whether any are unresolved and whether the builder's license has ever been suspended or revoked. You may reach the Registrar or Contractors at 602-542-1525 or visit www.azroc.gov.

Once You Find Your Dream Home



Once you find your dream home with a floor plan you love, the excitement of putting in an offer can outweigh practical considerations about the property's details. Before you commit to purchasing a home, review this list of common concerns and find the answers to each point to avoid unpleasant surprises after you've already signed the final paperwork.

- ◆ Read the Seller's Property Disclosure Report, and check every item on it. Ask to see receipts for repairs to the home. Look behind large pictures on the wall and behind anything on the floor which conceals large areas of the wall. Look for stains on the ceilings or carpets that might indicate water damage. Read the purchase contract carefully to determine if there are any deadlines for challenging the seller's disclosure report or for having your own inspections conducted.
- Order your own termite inspection. Don't rely on a termite inspection obtained by the seller. Some sellers have been known to cover up termite infestation by having several inspections done until they obtain a report that shows no infestation.
- ♦ **Give serious consideration** to having the home inspected by a professional home inspector. It is money well spent. For instance, the owner may not know that the roof is rotten and must be replaced. If any alterations have been made to the home, the addition of an enclosed patio, for instance, ask to see the building permit. Make sure the alterations are legal.
- ◆ Check all appliances to confirm that they work including the stove burners, oven, garbage disposal, dishwasher, washer and dryer and the water heater. Run water in all sinks and tubs and flush the toilets to make sure they drain properly. If the landscaping includes an irrigation system, check to see that it works.
- ◆ Drive around the property for at least a mile or more in every direction and observe the condition of the homes. Are the yards landscaped? Is there a canal nearby that might pose a hazard to your children? Visit the area at different times of the day, on weekends and in the evening. Ask neighbors how they like the area. Is this really where you want to live?
- ◆ Check Arizona Department of Transportation maps to find the nearest future freeway routes, and whether roads in the area are slated for widening. In areas where there are expanses of vacant land nearby, check city or county zoning maps to see if nearby property is zoned for apartments, industrial or commercial use.
- ◆ Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict, especially those addressing landscaping, RV parking, play equipment, satellite antennas, and other common amenities particularly if the subdivision is governed by a homeowner's association.





School Information

If you're looking for a place to live and have children or want children someday, consider thinking about the local schools as much as the local real estate market. It may be hard to imagine if you aren't there yet, but someday your life may revolve around your kids' schools. If your dream home is in an undesirable school district, you may want to consider other options.

Your real estate agent can only help you so much in your search for a home near a good school. Due to fair housing laws designed to prevent discrimination, real estate agents can't offer their opinions on schools. It will be up to you to research schools and determine whether a school or school district will be a good fit for your family.

Once you find a school you're interested in, you can ask your real estate agent to only show you houses in that particular district. You can also ask questions about the school related to your house, like whether you'll be paying a school-district tax. Don't ask your real estate agent for his or her opinion on the quality of the schools in the area. Ethically, he or she can't say anything.

While you're looking for that special house, there are at least three questions you should ask about schools.

- ◆ What school will your child attend? That sounds obvious, but some school district boundary lines are in unexpected places. Ask your agent what school district a house is in or contact the Department of Education to find out. Some school districts, especially in the northwest part of the greater Phoenix area, have placed a cap on enrollment. Be sure to check with the district to confirm they are accepting new students. You may find that your children cannot attend the school nearest to you and may even be transported to another community.
- ◆ What do the numbers say about the school? Test scores generally indicate the quality of education provided by a school or school district, but graduation rate and teacher-to-student ratios can also play a role. School or district websites provide these statistics. Websites like www.SchoolDigger.com and www.GreatSchools.org provide comparisons and rank schools within a target city or zip code.
- What is the school's reputation? If everyone speaks highly of a school or refers to it as "bad", there may be reasons. Ask friends or neighbors their opinions on local schools and consider visiting schools in person to determine if they would be a good fit for your family.





Making An Offer



Once you have found the perfect house, your Realtor® will take you through the purchase process and submit your offer to buy the house. The seller may accept your first offer, or you may go through one or several counter-offers before you and the seller agree on the terms of the sale. Once you both agree, you have a contract of sale which spells out the details and responsibilities of all parties involved in the transaction.



Presenting the Offer

Should you offer to pay the sellers asking price or a lower one? Consider such factors as: How long has the house been on the market? Is the price comparable to similar homes at market value? (Your Realtor® can show you comparable home sales (comps) for similar properties in the neighborhood to help you.) How competitive is the area's home buying market? If the seller is offering an assumable mortgage or financing, how much is it worth to you?

What are you buying?

The contract should spell out everything that is part of the purchase. Common items that could cause questions include appliances, light fixtures (such as the chandelier in the dining room), shades, blinds, curtains and rods, sun screens, shelving or cabinets, potted flowers, shrubs and trees, or perhaps a swing set that is cemented down.

What special provisions should be included?

Most contracts for sale include some standard provisions, such as one for property taxes, insurance costs, utility bills, and special assessments to be prorated at closing between buyer and seller. Others outline particulars about what happens if the property is damaged before closing or if the seller or buyer fails to go through with the sale.

What conditions do you want to place on the home you're buying?

When you commit to buy the home though your offer, you may make that commitment contingent upon certain things happening, such as securing financing, a home inspection and an appraisal. You may also make the purchase contingent upon the sale of your present home by a certain time and under certain terms.





The Appraisal Process

An appraisal is an opinion of value that is completed by a professional appraiser who visits and inspects the size, condition, function and quality of the home. Mortgage lenders require an appraisal before they'll provide a loan because the property serves as collateral for the loan. A lender will only approve a loan for a property that appraises for the full sales price of the home — or more.

There are a few steps in the appraisal process. First, a licensed appraiser comes to the property and inspects the home. Next, the appraiser will research similar homes in the area and compare recent sales to determine a "fair market value." The appraiser will then give a final appraisal report with all the data and research to issue a final "opinion of value."

You and your Realtor® should review the report to see which homes were chosen for comparison purposes, and to make sure the appraisal includes accurate information and takes into account intangible things that can add value to a home, such as location within a sought-after school district or near a transportation hub. Your Realtor® can also provide comparable properties to the appraiser for consideration.

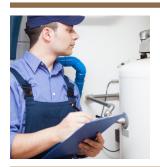
It's important to recognize that an appraisal isn't meant to derail your real estate deal. In fact, it can protect you. If your appraisal comes in higher than the price you're paying for the home, then you benefit immediately because you'll have more

Your Realtor® can help you decide how to handle a low appraisal. Here are some of the options you will have if you still want to buy the home, despite the appraisal.

- Challenge the appraisal with documentation from your Realtor®
- Pay for a second appraisal, which may or may not come in higher
- Come up with extra cash to make up the difference between the appraised value and your purchase price
- Renegotiate the contract, if the seller is willing
- Ask the seller to finance the gap between the appraisal and the sales price

home equity in the property than you thought. For example, if you're paying \$200,000 for a home and the appraiser says it's worth \$225,000, you instantly have gained \$25,000 in equity.

If the appraisal comes in lower than the sales price, you and the seller will need to abide by the contract you and your Realtors® have negotiated. If your contract is contingent on an appraisal, one option you have is to withdraw your offer and have your earnest money deposit returned. The appraisal has saved you from paying too much for the home.











Home Inspections



The standard Arizona Association of Realtors® Purchase Contract contains a provision that allows the buyer to have the subject property physically inspected within the first ten days of acceptance of the contract by the seller. It is the seller's obligation to provide the buyer with access to the property during this ten day inspection period for whatever inspections the buyer requires. Once a purchase contract has been signed, the buyer can hire a professional inspector of their choosing for the inspection.

Home inspections are a critical part of the home buying and selling process. Knowledge in the field of property inspection has become invaluable, especially in light of stricter legislation on both a state and national level.



Common Types of Inspections



- Structural Pest Control (termite)
- Well & Septic
- Hazardous Materials
- Chimney
- Heating and Cooling



How a home inspection works:

A typical home inspection includes a check of a house's structural and mechanical condition but can also encompass tests for radon gas, detection of wood-destroying insects and other services requested by the buyer. Inspections do not cover cosmetic aspects of the home, like clean carpets and fresh paint. Back in 1976, the American Society of Home Inspectors (ASHI) standardized the home inspection process and established Standards of Practice dictating what must be inspected as well as how far the professional home inspector needs to go to report their findings.

According to ASHI, the standard home inspector's report will cover the condition of the home's heating system; central air conditioning system; interior plumbing and electrical systems; the roof, attic and visible insulation; walls, ceilings, floors, windows and doors; the foundation, basement and structural components.

Once the home inspection is complete, the inspector creates a report for the home buyer detailing all that was found. This report will note problems requiring immediate attention and conditions that could lead to more serious issues over time.

Some sellers have a home inspection completed before listing the home, to determine in advance which items need to be addressed and avoid any surprises for the buyer later on in the process.

To locate a professional home inspector, use ASHI's "Find A Home Inspector" locator at www.ashi.org.



Fidelity National Home Warranties

A home warranty is a service contract that offsets the cost of homeownership. Home warranties have been around for over 35 years and continue to be an important aspect of the real estate transaction as a way to provide repair or replacement coverage for a home's covered major systems and appliances. Coverage does not apply to known pre-existing conditions or to improper maintenance.

A home warranty plan provides budget protection and peace of mind for new home buyers who otherwise might not be able to handle the cost of unexpected repairs. One call to the home warranty company to request service and the payment of a small trade call fee will typically be all that is required of the homeowner. In addition, most home warranty companies now let the contract holder request service and pay for the service trade call fee online; making it that much easier to request and receive service.

Home Warranty vs. Homeowner's Insurance

Newly built homes typically come with a one-year warranty on appliances and systems and a 10-year warranty on structural elements paid for by the builder, but an existing home normally does not have a warranty at all. Whether you are a buyer or a seller, you should be aware that a warranty covers specific items under a service contract. If something goes wrong, you will need to contact the warranty company and they will send a repair person of their choice. The licensed and bonded contractor will make repairs or replacements according to code and to federal guidelines. You will pay a service fee, generally about \$50 or \$75, to have the appliance or system checked and fixed.

Your homeowners' insurance covers the house itself and your personal possessions in case of a fire, theft or damage from another cause, but you won't be able to make a claim if your air conditioner fails or your water heater breaks.

Home Warranty Coverage

Not everything under the roof is covered by a home warranty, but the big things like the central heating, water heater and dishwasher are when they break down due to normal wear and use. It's also good to note that the covered systems and appliances are covered regardless of age, make and manufacturer just as long as they were in good working order when your home warranty coverage starts.

There are several options to choose from with Fidelity National Home Warranty. Review the application to select the best coverage for you. The Standard Plan offers a basic coverage:

- Kitchen appliances such as your range or oven, dishwasher and built-in microwave
- Garbage disposals
- Plumbing systems and stoppages
- Electrical system, including garage door openers
- Water heaters & ceiling fans
- Heating and air conditioning systems



An enhanced warranty is usually needed to cover your refrigerator, freezer, washer and dryer. You can also pay for optional coverage of items such as a swimming pool and spa or a septic system. Review the application to choose options that you may consider important.

For more information on purchasing a home warranty, visit www.HomeWarranty.com or call 1-800-ToCover (1-800-862-6837).

What Is An Escrow?



What is an Escrow?

Whether you are a buyer or a seller, you want assurance that no funds or property will change hands until all instructions have been followed. With the increasing complexity of business, law and tax structures, it takes a trained professional to supervise the transaction.

When opening an escrow, buyers and sellers of a piece of property establish terms and conditions for the transfer of ownership of the property. These terms and conditions are given to a third party known as the "escrow holder" (Fidelity National Title Agency). In turn, the escrow holder has the responsibility of seeing that the terms of the contract are carried out. The escrow holder is an independent neutral third party and the vehicle by which the interests of all parties to the transaction are protected.



What Happens to the Earnest Money?

A "deposit" is made, in part, to show the seller your seriousness about buying. Your Realtor® will inform you of the amount that is usually given in your area. The seller doesn't actually receive the earnest money. Fidelity National Title Agency holds the funds in a special trust or escrow account until the sale is closed or the contract is broken.

How Does the Escrow Process Work and How Long Does it Take?

The escrow is a depository for all monies, instructions and documents necessary for the purchase of a home, including funds for the down payment and lender's funds and documents for the new loan. The Escrow Officer takes instructions based on the terms of your purchase contract and the lender's requirements. Generally, the buyer deposits a down payment with the escrow holder and the seller deposits the deed and any other necessary documents. Prior to the close of escrow, the buyer deposits the balance of the funds required and agreed upon by the parties with the escrow holder. The escrow holder acts for both parties and protects the interests of each within the authority of the escrow instructions. Escrow cannot be completed until the terms and conditions of the instructions have been satisfied and all parties have signed escrow documents. The Escrow Officer will abide by the instructions in your purchase contract and the lender's requirements.

The length of an escrow is determined by the terms of the purchase contract and can range from several days to several months depending on a variety of factors including financing. Escrow closes, or ends, with the legal transfer of title to the property from the seller to the buyer.



Escrow Flowchart 10 Steps To A Successful Closing

The escrow closing is the legal transfer of title to the property from the seller to the buyer. Once the loan funds are received by Fidelity National Title Agency, the Deed of Trust will be recorded and complete the transaction.



Congratulations on a successful closing!

When Will I Get My Deed?

Usually the Conveyance Deed and the Deed of Trust are recorded within one working day of Fidelity National Title Agency's receipt of loan funds. This completes the transaction and signifies the close of escrow. The deed to your new home will be mailed directly to you by the County Recorder's Office several weeks after the close of escrow. Be sure to keep it in a safe place.

NOTES & QUESTIONS:		

Who Does What?



The Escrow Officer:

- Receive signed Purchase Contract; prepare escrow instructions
- Receive and deposit buyer's earnest money into an escrow account
- Serve as the neutral agent and liaison/ communication link to all parties to the transaction
- Order Title Commitment to determine status of title to property
- Request beneficiary's statement or pay-off demand related to existing financing
- Comply with lender's requirements as specified in the lender's instructions to escrow
- Secure releases of all escrow contingencies or other conditions required
- Request the title insurance policy
- Prepare or secure the transfer deed or other documents necessary to complete the transaction
- Arrange appointments for buyer/seller to sign documents
- Request and receive purchase funds from the buyer and loan funds from new lender
- Distribute funds as authorized by the instructions supplied by the seller, buyer, and lender, including charges for title insurance, recording fees, real estate commissions and loan payoffs
- Close escrow pursuant to instructions provided by seller, buyer and lender
- Record the deed and any other documents



The Seller:

- Deposit the executed Deed to the buyer with the escrow holder
- Deposit evidence of inspections and any repair work as required
- Deposit required documents such as addresses of mortgage holders, homeowner association contacts and lien holders



The Buyer:

- Deposit funds required, in addition to any borrowed funds, to pay the purchase price with the escrow holder
- Deposit funds sufficient for the home and title insurance
- Approve inspection reports, title insurance commitments, etc., called for by the purchase contract



The Lender (if applicable):

- Deposit the proceeds of the loan to the purchaser
- Direct the escrow holder on the conditions under which the loan funds may be used



Who Pays What

in a Real Estate Transaction

The Buyer can generally expect to pay:

- Title Insurance Premium for Lender's policy
- Title Insurance Endorsements as requested by buyers lender
- Escrow Fee (one half)
- Recording Charges (one half)
- Buyer Notary Fees
- All new loan charges, except those required by lender for seller to pay and/or according to contract
- Homeowners Insurance premium for first year
- Interest on new loan from date of funding to 30 days prior to first payment date
- Prorations for Prepaid items
- Termite Inspection
- Home Inspection
- Homeowners Association Dues (as required by the HOA at closing)
- Homeowners Association Transfer fees, Working Capital or Contribution fees as requested by the HOA (according to contract)
- Home Warranty (according to contract)





The Seller can generally expect to pay:

- Real Estate Commission
- Title Insurance Premium for Owner's Policy
- Escrow Fee (one half)
- Seller Notary Fees
- Tax Proration (for any taxes unpaid at time of transfer of title)
- Recording Charges (one half)
- Payoff of all loans in Seller's name
- Interest accrued to lender being paid off
- Fee's as assessed by the lender being paid off. i.e.: statement fees, reconveyance fees, recording fees, etc.
- Any judgments, tax liens, etc., against the seller
- Any special assessments and/or facilities districts (per the terms of the contract)
- Any and all current and/or delinquent property or personal property taxes
- Homeowners Association Resale Disclosure Fee, per A.R.S. § 33-1260(C) and A.R.S. § 33-1806(C)
- Additional Homeowners Association fees, per contract
- Home Warranty (according to contract)

An Overview Of Closing Costs



Below is an overview of the types of closing costs you may incur on your loan. Some are one-time fees while others recur over the life of the loan.

LOAN ORIGINATION FEE This fee covers the Lender's administrative costs in processing the loan. It is a one-time fee and is generally expressed as a percentage of the loan amount.

LOAN DISCOUNT Often called "Points", a loan discount is a one-time charge used to adjust the yield on the loan to what market conditions demand. One point is equal to 1% of the loan amount.

DOCUMENT PREPARATION FEE There may be a separate, one-time fee that covers preparation of the final legal papers, including the note and deed of trust.

APPRAISAL FEE This is a one-time fee that pays for an appraisal, a statement of property value required on most loans. The appraisal is made by an independent appraiser.



CREDIT REPORT FEE This one-time fee covers the cost of a credit report processed by an independent credit reporting agency.

TITLE INSURANCE FEES There are two title policies; a Buyer's title policy (which protects the new homeowner) and a Lender's title policy (which protects the Lender against loss due to a defect in the title). These are both one-time fees.

MISCELLANEOUS TITLE CHARGES The title company may charge fees for a title search, title examination, document preparation, notary fees, recording fees and a settlement or closing fee. These are all one-time charges.

PREPAID INTEREST Depending on the day of the month your loan closes, this charge may vary from a full month to just a few days interest. If your loan closes at the beginning of the month, you will probably have to pay the maximum amount. If your loan closes near the end of the month, you will only have to pay a few days interest. Your first payment will usually be 30 days after the date pre-paid interest is paid through.

MORTGAGE INSURANCE PREMIUM Depending on the amount of your down payment, you may be required to pay a fee for mortgage insurance (which protects the Lender against loss due to foreclosure). You may also be required to put a certain amount for mortgage insurance into a special reserve account (called an impound account) held by the Lender.

TAXES AND HAZARD INSURANCE Based on the month you close, property taxes will be prorated between you and the Seller. You will also need to pay an entire years hazard insurance premium upfront (Homeowner's insurance). In addition, you may be required to put a certain amount for taxes and insurance into a special reserve account (impound account) held by the Lender.



How To Open Escrow

Escrow is typically opened by the real estate agent. An escrow file number is assigned and the appropriate information is entered into a secure electronic system, where the file details will be warehoused for the duration of the transaction. In general, the first items to enter the escrow are the Purchase Contract and the buyer's initial deposit. The escrow file will grow, item by item, until all of the conditions have been met and the escrow is ready to close.

The Escrow File



- 1. Deposit a fully executed Purchase Contract along with all necessary Addenda with Fidelity National Title Agency.

 The Purchase Contract should include the street address and parcel number of the property, as well as the sales price.
- 2. Deposit the earnest money with Fidelity National Title Agency, pursuant to Arizona's Good Funds Law
- 3. Provide contact information for all parties to the escrow transaction to Fidelity National Title Agency (buyer's lender's information, buyer/seller contact information including full names and marital status, any additional interested parties)
- 4. Provide additional information as needed for the escrow file:
 - The seller's existing lender information, loan number, contact information and approximate unpaid balance
 - HOA (Homeowner's Association) information such as address and dues, and management company
 - Commission amount and additional conditions
 - How the buyer will want to take title
 - Fire/hazard insurance information for new policy or existing policy

Conflicts/Disputes



- Escrow is disarmed the moment there is a disagreement between parties.
- Escrow Holder may continue the escrow process only after a mutual agreement is reached between the parties in writing.
- Escrow Holders reserve the right to interplead the file.
- Escrow Holders reserve the right to resign from an escrow at any given time.

Confidentiality



- Escrow files are confidential. Escrow personnel are the only staff privy to the escrow files.
- Third parties requesting information will not be accommodated without express written consent of the principals.
- Files are stored for 5 years as required by law.

For more information, please contact your Fidelity National Title Agency escrow officer.

Your Closing Appointment



Your Fidelity National Title Agency escrow officer will contact you or your real estate agent to schedule a closing or signing appointment. You will have a chance to review the final Closing Disclosure and supporting documentation. This is your opportunity to ask questions and clarify terms. You should review the paperwork carefully and report discrepancies to the escrow officer. You will be responsible for all charges incurred, so it is important to double check all line items and dollar amounts.

Arrange for your money to be wired to Fidelity National Title Agency before signing or bring a cashiers check drawn on a local FDIC insured bank. If you are unsure about closing procedures, ask questions; an explanation is just a phone call away!

Don't forget your identification. You will need valid government issued photo identification when you sign documents that need to be notarized (such as a deed). A driver's license is preferred. You will also be asked to provide your social security number.

If you are obtaining a new loan, your signed loan documents will be returned to the lender for review. If your loan documents are satisfactory, the lender will send the check directly to Fidelity National Title Agency. Once all necessary funds are in, they will be disbursed to the Seller and other appropriate payees. Then, you'll receive the keys to your home!

Keep all records pertaining to your home together in a safe place, including all purchase documents, insurance, maintenance, and improvements.

◆ Loan payments and impounds.

You should receive your loan payment notice before your first payment is due. If you have questions about your loan, contact your lender.

Home warranty repairs.

If you have a home warranty policy, call your home warranty company directly for repairs. Have your policy numbers available when you call.

Recorded deed.

The original deed to your home will be mailed directly to you by the County Recorder generally three to four weeks after the close of escrow.

Title Insurance Policy.

Your policy will be mailed to you generally three to four weeks after the close of escrow. Keep it in a safe place.

◆ *Property taxes.*

You may not receive a tax statement for the current year for the home you buy; however, it is your obligation to make sure the taxes are paid when due. If your taxes are not included in your monthly payments, contact the County Treasurer for tax information.

♦ Important Property Tax Dates

Taxes for the 1st half of the current year
January 1st through June 30th
Due on: October 1st of current year
Delinquent on: November 1st of current year

Taxes for the 2nd half of the current year

July 1st through December 31st

Due on: March 1st of the following year

Delinquent on: May 1st of following year

As always, check with your escrow officer for the most up-to-date information on requirements for your escrow file.



State Of Arizona's "Good Funds" Laws

House Bill 2074 requires that an escrow agent not distribute money from an escrow account until funds related to the transaction have been deposited, have cleared and are available. The law specifies when specific forms of payments are available for the escrow agent to disburse.

Guidelines Governing The Availability Of Funds

All availability dates are based on funds deposited in our bank and the days are considered business days. A business day is defined as a calendar day other than Saturday or Sunday and most major holidays.

Same-Day Availability

- Electronic Payment/Wire Transfer: This is the preferred method for loan proceeds and Buyer's closing funds
- Cash: Special requirements and approvals must be obtained prior to accepting cash

Next Day

- Official Checks: Must be in-state checks drawn on a FDIC Insured Institution
- Cashiers, Certified and Tellers Checks
- U.S. Treasury Checks
- Postal Money Orders (other money orders see "5th day")
- Federal Reserve, Federal Credit Union and Federal Home Loan Bank Checks
- State and Local Government Checks must be in-state
- "On-Us" (Fidelity National Title Agency) Checks: Must be local or in-state

2nd Day

 Other Checks: Personal, Corporate (including Loan Funding Checks) Checks, Credit Union, Money Market, and Travelers Checks – Must be local



5th Day

- Official checks: Out-of-State and/or NOT Drawn on FDIC Insured Institution
- Money Orders (Except Postal Money Order See "Next Day")
- "On-Us" (Fidelity National Title Agency) Checks, non-local, other
- Other Checks: Personal, Corporate, Credit Union, Money Market and Travelers Checks - non-local, other

Drafts: No disbursements can be made against a draft until it has been submitted for collection to our depository bank and we have confirmation that final payment has been received and credited to our account.

Third Party Checks: It is Fidelity National Title Agency's policy not to accept third party checks including any check drawn on a non-financial institution account or payable to a payee other than Fidelity National Title Agency and subsequently endorsed over to Fidelity National Title Agency. The one exception: United States Treasury Checks payable to Farmers Home Administration's borrower, endorsed to Fidelity National Title Agency. Any variance from this policy must be approved by senior management.

Foreign Checks: It is the policy of Fidelity National Title Agency not to accept foreign checks into escrow.

What Is Title Insurance?



What Is Title Insurance?

Prior to the development of the title industry in the late 1800s, a home buyer received a grantor's warranty, attorney's title opinion or abstractor's certificate as assurance of home ownership. The buyer relied on the financial integrity of the grantor, attorney or abstractor for protection. Today, home buyers look primarily to title insurance to provide this protection.

Title insurance assures owners that they are acquiring clear title. It is designed to eliminate risk or loss caused by defects in title from the past. Title insurance provides coverage only for title problems which were already in existence at the time the policy was issued.



Title insurance companies are regulated by state statutes. They are required to guarantee that any claims will be paid in a timely fashion. They must maintain their own duplicates of recorded deeds, mortgages, plats and other pertinent county property records, which they store in "title plants."

Why is Title Insurance Needed?

Title Insurance provides peace of mind. A home is often the single largest investment people will make in a lifetime; therefore, the importance of fully protecting it cannot be over stressed. Title Insurance is a protection that assures the rights and interests to the property are as expected, that the transfer of ownership is smoothly completed and that the new owner receives protection from future claims against the property.

An Owner's Title Policy describes your specific property in detail and is an insured statement of the condition of your ownership rights and any limitations, if any, to those rights. In order to ensure that your property is "free and clear" of any undisclosed liens,



forgery, unknown errors in the records and other hidden risks which could provide basis for a claim - in short, it guarantees that you own the property. If a claim is ever made against your title as covered by your policy, Fidelity National Title Agency protects you by:

- 1. Defending your title, in court if necessary, at our expense, as to covered matters
- 2. Bearing the cost of settling the claim if it proves valid in order to protect your title and maintain possession of the property

Each policy is a contract of "indemnity" which means that the policy issuer agrees to assume the responsibility for legal defense of title for any defect covered under the policy's terms and to reimburse for actual financial losses up to the policy limits.



What Is Title Insurance?

How Title Insurance Differs from Other Forms of Insurance:

With other types of casualty insurance such as auto, home, health and life, a person thinks of insurance in terms of future loss due to the occurrence of some future event. Title insurance is a unique form of insurance that provides coverage for future claims or losses due to title defects created by some past event (i.e. events prior to the acquisition of the property).

Another difference is that most other types of insurance charge ongoing fees (premiums) for continued coverage. With title insurance, the original premium or cost is the *only* cost as long as the owner owns the property.

Title Search

Fidelity National Title Agency works to eliminate risks by performing a search of the public records or through our own plant. The search consists of public records, laws and court decisions pertaining to the property to determine the current recorded ownership, any recorded liens or encumbrances or any other matters of record which could affect the title to the property. When a title search is complete, Fidelity National Title Agency issues a preliminary title report detailing the current status of title.

Title professionals perform intense manual work to find and correct title issues that could threaten homeowners and lenders. Even with today's advances, technology cannot fully automate the title process given the need to analyze and interpret information and to correct title issues. This upfront analysis results in fewer claims and reduces policyholder risks.

Not all risks can be determined by a title search, since certain things such as forgeries, identity of persons, incompetency, failure to comply with the law, or in capacity cannot be disclosed by an examination of the public records. However, all of these scenarios *can* be covered by title insurance.

Title Premiums

Just how much is title insurance going to cost you? Not as much as you might think. Only a small percentage of closing fees are actually for title insurance protection. Title insurance is usually less than 1 percent of the purchase price of your property and less than 10 percent of your total closing costs.

Although title insurance is a highly labor-intensive business, requiring skilled personnel and the storage of data dating back over a hundred years, Fidelity National Title Agency continues to find new and more efficient ways of delivering this service to you.



Fidelity's ALTA Homeowner's Policy



Fidelity National Title Agency's American Land Title Association (ALTA) Homeowner's Policy provides expanded title coverage for owners of one-to-four family owner-occupied residences, including condominiums. Coverages included in this policy offer the highest levels of protection available to homeowners.

Fidelity National Title Agency's ALTA Homeowner's Policy offers these benefits over the ALTA Standard Owner's Policy:



- Post-policy Forgery
- Post-policy Encroachments
- Post-policy Adverse Possession
 Coverage extended to homeowner when someone claims to have the insured's title arising out of
- someone else's continued use and occupancy
 Post-Policy Easement by Prescription
 Coverage if another claims right to use a part of the insured's land as an easement because of continuous use over time
- Building Permit and Zoning Violation
 Coverage for building permit violations and forced remediation of zoning violations, and up to the full policy amount for forced removal of structures due to zoning violations
- Expanded Access
 Expanded to include both yell
 - Expanded to include both vehicular and pedestrian access to and from land, based upon legal right

- Encroachment of Improvements onto Easements and Set-backs
- Subdivision Violations By Prior Owners
- Restrictive Covenant Violations By Prior Owners
 Coverage provided for violations of restrictive
 covenants, occuring before homeowner acquired
 land if the homeowner is forced to correct or
 remove the violation or if the homeowner's title is
 lost or taken because of the violation
- Structural Damage for Mineral Abstraction or Easement Use
- Living Trust Coverage
 Coverage includes not only the trustees of a trust,
 but the beneficiaries as well
- Encroachment of Boundary Walls and Fences
 Protection for encroachments onto a neighbor's land, onto an easement, or over a building set-back line

Fidelity National Title Agency's ALTA Homeowner's Policy also offers benefits included in the Standard Owner's Policy:

- A forged signature on the deed
- Undisclosed or missing heirs
- Mistakes in the interpretation of Wills or other legal documents
- Errors in copying, indexing, or recording
- Deeds delivered without the consent of the grantor
- Deeds and mortgages signed by persons not of sound mind, by minors or by married persons without their spouse's consent
- Impersonation of the real owner
- Falsification of records



Title Policy Comparison Chart



Please note that the below coverages are subject to the Exceptions, Exclusions and the Conditions and Stipulations as set forth in each specific policy. Special conditions and deductibles apply for certain coverages in the ALTA Homeowner's Policy. Policy coverages are subject to change without notice, except as required by the Arizona Department of Insurance. The below is a list of generalized coverages, refer to the respective policy jacket for a complete list of coverages.

1.	Someone else owns a recorded interest in the Land.			☑	☑	☑	
2	A ducument is not properly signed, scaled, acknowledged, or delinered.	Ø	Ø	Ø	Ø	Ø	Ø
3.	Forgery, fraud, duress, incompetency, incapacity, or impersonation.	☑	☑	☑	☑	☑	☑
4.	Defective recording of any kind.	Ø	Ø	Ø	Ø	Ø	M
5.	Upaid real property taxes or assessments imposed by governmental authority.	\square^2	\square^2	☑	☑	☑	☑
б.	Uncontactability of title.	Ø	M	Ø	团	図	Ø
7.	Lack of a right of access to and from the Land.	☑	☑	☑	☑	☑	☑
8.	A lien or excumbrance recorded prior which affects the priority of the loan.		Ø		Ø		
9.	Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an ALTA survey.			Ø	Ø		
L	Mechanic's lien protection for work and materials done prior to the policy date except where the insured has agreed to some.		0	Ø	Ø	Ø	Ø
11.	Unrecorded Liens by the homeowners' association.			◩	◩	☑	☑
12	Others have rights arising out of unrecorded leaves, contracts, or options.			团	团	团	Ø
13.	Someone else has an unrecorded easement or right affecting the Land.			☑	☑	☑	☑
14.	Found removal of any residential structure because it extends onto adjoining property or on to			図	M	図	Ø
L	any essentents or it violates a restriction shown in Schedule B, or any existing enting law.	-				ш	
	Plain understandable policy language.					☑	☑
	Rolding permit/aming violations by print owners.					Ø	Ø
	Restrictive covenant violation by prior owners.					◩	☑
12	Automatic Inflation coverage increasing pulicy amount up to 150 percent.						Ø
19.	Subdivision Map Act coverage.						₪
20.	Referenced across coverage.						Ø
21	Map inconsistency protection.						☑
22	Mineral extraction structure durage.						Ø
23.	Post policy encroachment onto the Land.						☑
24	Post policy forgery.						Ø
25.	Living trust coverage.						☑
25	Forced removal of existing structures including boundary walls and femors due to						Ø
	encreachment cuto adjuining property.	ч		u	u	u	
27.	Supplemental real estate taxes by a taxing authority for taxes not previously assessed prior to date of policy because of construction or a change in ownership occurring before the policy date.						◩

¹ Additional cost over standard coverage

² Must be recorded in the Public Records

Vesting Ways of Holding Title to Real Property



	Community Property	Joint Tenancy	Tenancy in Common	Title Holding Trust	Community Property with Right of Survivorship
Parties	Only two married persons	Any number of persons (can be married)	Any number of persons (can be married)	Individuals, groups of persons, or corporations, a living trust	Only two married persons
Division of Interest	Owners and managerial interests are equal (Except control of business is solely with managing spouse)	Ownership interest must be equal	Ownership can be divided into any number of interests equal or unequal	Ownership is a personal property interest and can be divided into any number of interests	Ownership and managerial interests are equal
Title	Title is in the "community". Each interest is separate but management is unified	Equal right of possession	Each co-owner has a separate legal title to his/her undivided interest	Legal title is held by the trustee; beneficiary has equitable title	Title is in the "community." Management is unified
Possessions	Both co-owners have equal management control	Equal right of possession	Equal right of possession	Right of possession as specified in the trust provisions	Both co-owners have equal management and control
Creditor's Rights	Property of the community is liable for debts of either spouse, which are made before or after marriage. Whole property may be sold on execution sale to satisfy creditor	Co-owner's interest may be sold on execution sale to satisfy his/ her creditor. Joint tenancy is broken. Creditor becomes a tenant in common	Co-owner's interest may be sold on execution sale to satisfy his/her creditor. Creditor becomes a tenant in common	Creditor may seek an order for execution sale of the beneficial interest or may seek an order that the trust estate be liquidated and the proceeds distributed	Property of community is liable for debts of either which are made before or after marriage; whole property may be sold on execution sale to satisfy creditor



Ways of Holding Title to Real Property

	Community Property	Joint Tenancy	Tenancy in Common	Title Holding Trust	Community Property with Right of Survivorship
Conveyance	Conveyance requires written consent of both spouses, and separate interest cannot be conveyed except upon death	Conveyance by one co-owner without the others breaks the joint tenancy	Each co-owner's interest may be conveyed separately by its owner	Designated parties within the trust agreement authorize the trustee to convey property. Also, a beneficiary's interest in the trust may be transferred	Right of survivorship may be terminated pursuant to the same procedures by which a joint tenancy may be severed
Death	On co-owner's death, 1/2 belongs to survivor in severalty. 1/2 goes by will to decedent's devisee or by succession to survivor	On co-owner's death, his/her interest ends and cannot be disposed of by will. Survivor owns the property by survivorship	On co-owner's death, his/her interest passes by will to devisee or heirs. No survivorship rights	Successor beneficiaries may be named in the trust agreement, eliminating the need for probate	Upon death of spouse, his/her interest passes to the surviving spouse, without administration, subject to the same procedures as property held in joint tenancy
Successor's Status	If passing by Will, tenancy in common between devisee and survivor results	Last survivor owns property	Devisee or heirs become tenants in common	Defined by the trust agreement, generally the successor becomes the beneficiary and the trust continues	Surviving spouse owns property

Note: Arizona is a community property state. Property acquired by married persons is presumed to be community property unless legally specified otherwise. Title may be held as "Sole and Separate." If a married person acquires title as sole and separate, his or her spouse must execute a disclaimer deed to avoid the presumption of community property. Parties may choose to hold title in the name of an: entity, e.g., a corporation; a limited liability company; a partnership (general or limited), or a trust.

Fidelity National Title Agency has provided these comparisons for informational purposes only. These charts are not to be used to determine how you should acquire ownership in the property. It is strongly recommended that you seek professional advice from an attorney and/or your tax advisor to determine the legal and tax consequences of how your title should be vested.

N	OT	ES	&	0	UE	STI	0	NS:
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Escrow Branch Locations





Corporate Office

14000 N Pima Road, Suite 100 Scottsdale, AZ 85260 Tel: (480) 214-4500 | Fax: (480) 214-1743

Northsight Residential

14000 N Pima Road, Suite 100 Scottsdale, AZ 85260 Tel: (480) 214-4545 | Fax: (480) 546-3581

Copper Point

3570 S. Val Vista Suite 105 Gilbert, AZ 85297 Tel: (480) 481-6301 | Fax: (480) 917-0608

Biltmore Lakes

2720 East Camelback Road Suite 100 Phoenix, AZ 85016 Tel: (602) 416-4690 | Fax: (602) 865-1681

Scottsdale Pinnacle

7669 East Pinnacle Peak Road Suite 135 Scottsdale, AZ 85255 Tel: (480) 657-0477 | Fax: (480) 657-0844

Scottsdale Kierland

16430 North Scottsdale Road Suite 115 Scottsdale, AZ 85254 Tel: (480) 822-6600 | Fax: (602) 346-4111

Scottsdale Spectrum

6720 North Scottsdale Road Suite 215 Scottsdale, AZ 85253 Tel: (480) 515-4585 | Fax: (480) 515-4579

Citadelle @ Arrowhead

19420 North 59th Avenue Suite D410 Glendale, AZ 85308 Tel: (623) 277-4940 | Fax: (623) 566-4126

Camelback Lakes (Commercial)

2720 East Camelback Road Suite 100 Phoenix, AZ 85016 Tel: (480) 214-4548 | Fax: (480) 546-3572

Northgate Commercial

14000 N Pima Road, Suite 100 Scottsdale, AZ 85260 Tel: (480) 214-4510 | Fax: (602) 926-0415

Phoenix NCS (Commercial)

One East Washington Street Suite 450 Phoenix, AZ 85004 Tel: (602) 343-7550 | Fax: (602) 343-7564



Directory of Services

Maricopa County Government	Airports
Assessor's Office	Mesa – Falcon Field Airport (480) 644-2450
www.mcassessor.maricopa.gov	www.mesaaz.gov/falcon_field
Recorder's Office	Phoenix – Deer Valley Airport (623) 869-0975
www.recorder.maricopa.gov	www.deervalleyairport.com
Treasurer's Office	Glendale Municipal Airport (623) 930-2188
www.treasurer.maricopa.gov	www.ci.glendale.az.us/airport
Zoning Office	Phoenix Goodyear Airport(623) 932-1200
www.maricopa.gov/planning	www.goodyearairport.com
	Phoenix – Sky Harbor International Airport (602) 273-3300
State Government	, www.skyharbor.com
Driver's License & Vehicle Registration (602) 255-0072	Scottsdale Airport
www.azdot.gov	www.scottsdaleairport.com
Arizona Income Tax Information (602) 255-3381	Mesa – Williams Gateway Airport (480) 988-7600
www.azdor.gov	www.phxmesagateway.org
Maricopa County Information (602) 506-3011	Chandler Municipal Airport (480) 782-3540
www.maricopa.gov	www.chandleraz.gov/airport
Voter Registration (602) 542-8683	
ww.azsos.gov/election	Professional Sports
	Arizona Cardinals
Community Numbers	www.azcardinals.com
Arizona Department of Education (602) 542-5393	Arizona Diamondbacks (602) 462-6500
www.azed.gov	www.azdiamondbacks.com
Phoenix Transit System (602) 253-5000	Arizona Rattlers (602) 514-8383
www.valleymetro.org	www.azrattlers.com
Visitors Hotline	Phoenix Coyotes
www.visitphoenix.com	www.coyotes.nhl.com
Post Office Locations (800) 275-8777	Phoenix Mercury
www.usps.com	www.wnba.com/mercury
Federal Tax Information (800) 829-1040	Phoenix Suns
www.irs.gov	www.nba.com/suns

Directory of Services



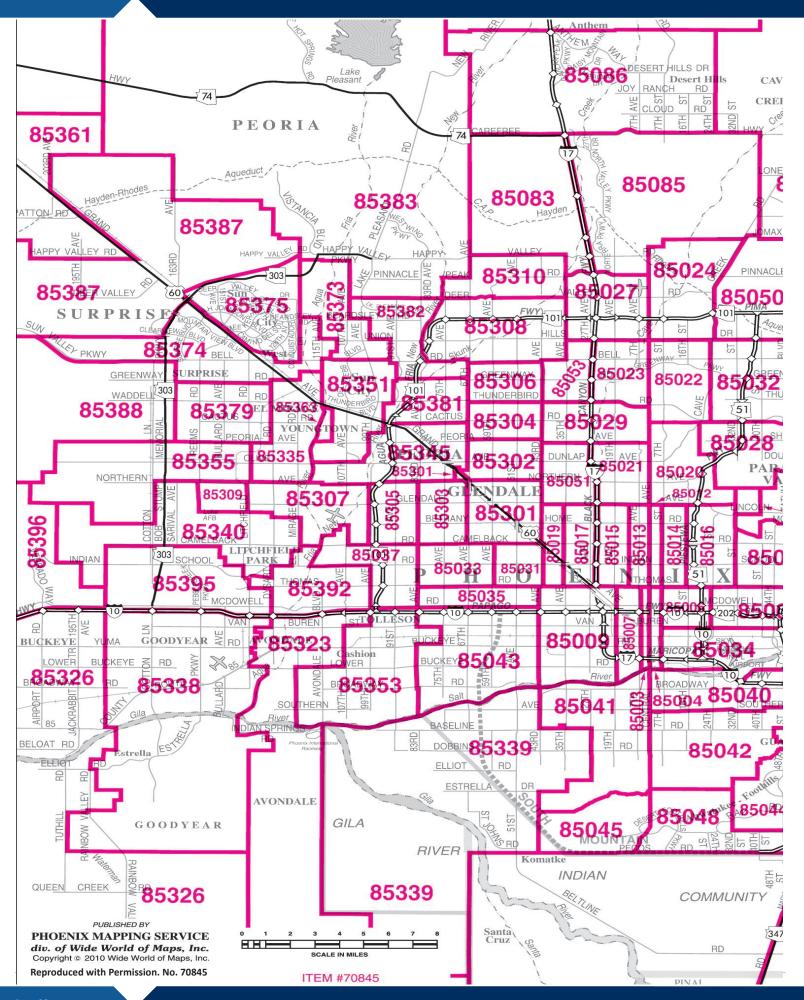
Utilities	Gilbert
APS 602-371-7171	Department Fire Administration 480-503-6300
Century Link	Police Department (Non-Emergency) 480-503-6500
Cox Cable	Water Department
Garbage & Trash	City Website gilbertaz.gov
Rural Metro Fire Department 480-627-6200	
Salt River Project (SRP)	Glendale
Southwest Gas877-860-6020	Fire Department
	Police Department (Non-Emergency) 623-930-3000
Apache Junction	Water Department
Fire Administration	City Website glendaleaz.gov
Police Department (Non-Emergency) 480-982-8260	
Water Utilities	Goodyear
City Website ajcity.net	Fire Administration
	Police Department (Non-Emergency) 623-932-1220
Avondale	Water Utilities
Fire Administration	City Website goodyearaz.gov
Police Department (Non-Emergency)623-333-7000	
Water Utilities	Litchfield
City Website avondale.org	Fire Administration (City of Goodyear) 623-932-2300
	Police Department (Non-Emergency) 602-876-1011
Buckeye	Water Department/Liberty Water Company 623-935-9367
Fire Administration	City Website litchfield-park.org
Police Department (Non-Emergency)623-349-6400	
Water Utilities	Maricopa
City Website buckeyeaz.gov	Fire Administration
	Police Department (Non-Emergency)520-316-6800
Chandler	Global Water
Fire Department Administration 480-782-2120	City Website maricopa-az.gov
Police Department (Non-Emergency) 480-782-4130	
Water Department	
City Website chandleraz.gov	

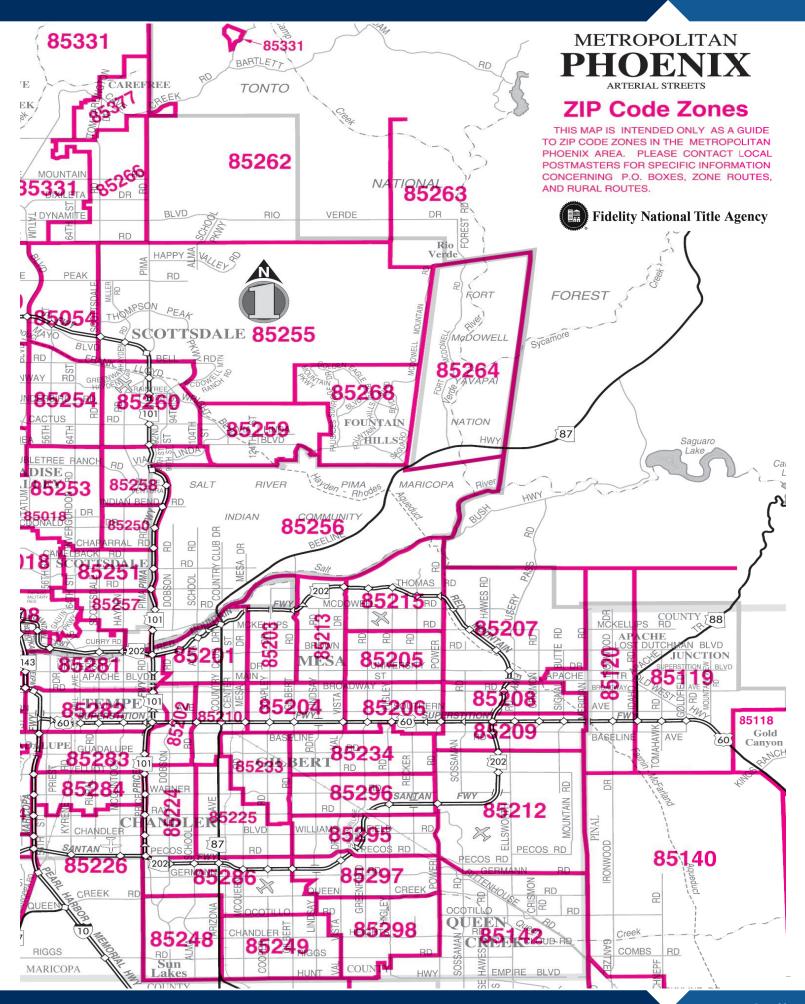


NOTES & QUESTIONS:

Directory of Services

MesaFire Department Administration.480-644-2101Police Department (Non-Emergency).480-644-2030Water Department.480-644-4444City Website.mesaaz.gov	San Tan Valley Fire/Rural Metro Fire Department
Paradise Valley	Scottsdale
Fire Administration	Fire Department
City Website ci.paradise-valley.az.us	Fire Department
	Police Department (Non-Emergency) 623-584-5808
Peoria	Water Utilities – Arizona Sanitation Services 480-895-2965
Fire Administration	City Website suncityaz.org
Police Department (Non-Emergency) 623-773-8311	
Water Utilities	Surprise
City Website peoriaaz.gov	Fire Department
Phoenix	Water Department
Fire Administration	City Website surpriseaz.gov
Police Department (Non-Emergency) 602-262-6151	
Water Utilities	Тетре
City Website phoenix.gov	Fire Department Administration
Queen Creek	Water Department
Fire Administration	City Website tempe.gov
Police Safety Division (Non-Emergency) 602-876-1011	
Water	
City Website queencreek.org	





Glossary of Terms



Acknowledgment: A formal declaration made before an authorized official (usually notary public) by the person who has executed (signed) a document by his or her own act and deed. In most instances, documents must be acknowledged (notarized) before they can be accepted for recording.

Affidavit: A sworn statement in writing, made before an authorized official.

Amendment: A change either to alter, add to, or correct part of an agreement usually doesn't change the principal idea or essence.

Appraisal: An estimate of value of property resulting from analysis of facts about the property; an opinion of value.

Assessments: Specific and special taxes (in addition to normal taxes) imposed on real property for public improvements within a specific geographic area.

Beneficiary: As used in a trust deed, the Lender is designated as the Beneficiary, i.e. obtains the benefit of the security.



CC&Rs: Covenants, Conditions and Restrictions. A document that controls the use, requirements and restrictions of a property.

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

Contingency: A condition that must be satisfied before a contract can be completed. For instance, a sales agreement may be contingent upon the buyer obtaining financing.

Deed of Trust: Written instrument by which title to land is transferred to a trustee as security for a debt or other obligation. Used in place of mortgages in many states. Also called Trust Deed.

Earnest Money Deposit: Down-payment made by a purchaser of real estate as evidence of good faith; a deposit or partial payment.

Easement: A right, privilege or interest limited to a specific purpose that one party has in the land of another.

Escrow: A procedure in which a third party acts as a stakeholder for both the buyer and the seller, carrying out both parties' instructions and assuming responsibility for handling all of the paperwork and distribution of funds.

Fee Simple: An estate in which the owner has unrestricted power to dispose of the property as he or she wishes, including leaving by will of inheritance. It is the greatest interest a person can have in real estate.

Grant: A transfer of real property from the grantor, who makes the grant, to the grantee.



Glossary of Terms

Homestead Exemption: Automatic in Arizona, it allows any resident of Arizona, 18 years or older, to exempt from attachment, execution or forced sale \$150,000 of equity in a single dwelling unit. Exceptions include: (1) a consensual lien, i.e. where a deed of trust or equity loan is foreclosed; (2) a forced sale resulting from a mechanic's lien; and (3) any equity beyond the \$150,000. You should consult an attorney to determine if this exemption offers you protection in the event of an attachment, execution, or forced sale.

Impound Account: Funds retained by a lender to cover such items as taxes and hazard insurance premiums.

Legal Description: A description of land recognized by law, based on government surveys, spelling out exact boundaries of the entire piece of land. It should so thoroughly identify a parcel of land that it cannot be confused with any other.

Lien: A form of encumbrance that usually makes a specific property the security for the payment of a debt or discharge of an obligation. For example: judgments, taxes, mortgages, deeds of trust.

Loan-To-Value Ratio: The relationship between the amount of the mortgage and the appraised value of the property, expressed as a percentage of the appraisal value.

Personal Property: Movable property; all property which is not real property: e.g., furniture, car clothing.

PITI: A payment that combines Principal, Interest, Taxes, and Insurance.

Purchase Agreement: A written document in which the purchaser agrees to buy certain real estate and the seller agrees to sell under stated terms and conditions. It is usually completed by the real estate agent and signed by the Buyer and Seller.

Quit-claim Deed: A deed operating as a release, intending to pass any title, interest or claim which the grantor may have in property, but not containing any warranty of a valid interest or title by the grantor.

Real Property: Land and buildings as opposed to personal property.

Recording: Filing documents affecting real property with the County Recorder to make them a matter of public record.

Regulation Z: The set of rules governing consumer lending issue by the Federal Reserve Board of Governors in accordance with the Consumer Protection Act.

Title: Evidence of a person's right or the extent of his interest in property.

Title Insurance Policy: A policy that protects the purchaser, mortgagee or other party against losses.

Warranty Deed: A document used to convey fee title to real property from the grantor (usually the Seller) to grantee (usually Buyer).



Moving Checklist

	Before You Leave		Don't Forget!
	Obtain movers guide from your local post office.		Empty and defrost freezer & clean refrigerators.
□ I	Update credit card, other accounts. For any subscriptions, give notice of your new address as soon as possible, ideally six or eight weeks notice. Notify friends & relatives.		Have appliances serviced before moving.
			Clean and/or repair furniture, rugs, and curtains.
			Plan for special care needs for your infants & pets.
			Obtain all personal records from lawyers & accountants.
	Bank Locate branches of your bank close to your new home.		Obtain relocation package from real estate agent or Chamber of Commerce.
	If necessary, arrange to transfer funds to a new bank.		Make arrangements for cable TV and internet.
	Be sure to cancel any automatic payment or direct		Find out about tax deductible moving expenses.
	deposit. Insurance		Discuss with your moving counselor: insurance coverage, packing and unpacking labor, arrival day, various shipping papers, method and time of expected payment.
	Notify companies of new location for coverage: Life Insurance. Health Insurance.		Find a legal way to dispose of items moving companies are not allowed to move, like propane tanks and ammunition.
_	Auto Insurance.		Make arrangements for moving your plants; moving companies do not typically assume responsibility for them.
	Utility Companies		Arrange for storage, if needed.
	Cancel gas, electricity, water, telephone, municipal services, internet, & cable TV. Get refunds on any deposits made.		Make sure to have the things with you that you will need right away when you arrive – a lamp, bowls, utensils, bathroom tissue, snacks, coffee pot, etc.
	01:11		Assemble packing materials.
	Children Register in school.		If you're driving a long distance, have car serviced & checke
	Transfer school records. Arrange for day care.		for the trip. Let a close friend or relative know the route and schedule you will travel, including overnight stops. Pack a day or two worth of extra clothing in case of delay.
	Records		
	Ask doctor and dentist for referrals; get prescriptions, eyeglasses, X-rays, if appropriate.	-	
	Get copies of birth certificates, medical records, children's school records.		NI AHDARY ZHOA
	Pets Ask about regulations for licenses, vaccinations, tags.		
	Consult a veterinarian about moving the pet. Obtain all records.		

Moving Checklist

Moving Day

- Make a list of every item and box loaded onto the truck.
- ☐ Take jewelry, family photos, and important documents with you or mail them to yourself by registered mail.
- Carry an assortment of toys for children (if needed).
- Double check closets, drawers, & shelves to be sure they are empty.
- ☐ Turn off all appliances and lock all doors and windows.
- Leave all old keys needed by new tenant or owner with Realtor® or neighbor.
- Let the movers know how you can be reached.

At Your New Home

- ☐ Check off all boxes & items as they come off the truck.
- ☐ Install new locks.
- Check on telephone, gas, electricity, water & trash pickup.
- ☐ Check pilot light on stove, hot water heater & furnace.
- Ask mail carrier for mail that may have been held until your arrival.
- Register car within five days after arrival in state or a penalty may apply when getting new license plates.
- Arrange for medical services: doctor, dentist, etc.





Change of Address Checklist

Utilities

- Electricity
- Gas
- Water
- ☐ Cable/Internet/Phone
- ☐ Cell Phone
- ☐ Trash

Financial

- ☐ Employment (HR/Payroll)
- □ Banks
- Credit Cards
- Loan Agencies (Mortgage, Auto, Student, etc.)
- ☐ Insurance (Auto, Medical,
 - Home, Dental, Life, etc.)
- ☐ Investment Broker

Government

- ☐ Social Security
- ☐ Department of Revenue
- ☐ DMV (License, Registration)
- ☐ USPS Mail Forwarding
- ☐ Voter Registration
- ☐ Business License Office
 - (if you operate a business from home)

Memberships

- ☐ Professional Associations
- ☐ Magazines/Subscriptions
- ☐ Gyms
- Churches
- ☐ Community Groups
- Country Clubs
- ☐ Alma Maters
- ☐ Civic Organizations
- ☐ Licensing Boards
- ☐ Any Other Memberships

Services

- Home (Lawn, Delivery, Housekeeping, etc.)
- Childcare (Babysitter, School, Daycare, etc.)
- Doctors
- Lawyers
- Accountants
- ☐ Vet/Groomer

Other

- ☐ Business Cards
- ☐ Friends/Family
- Newspaper





When it Comes to Service, Strength & Stability, the Choice is Fidelity National Title Agency

Office: 480.214.4500 • www.FNTArizona.com 14000 N Pima Road, Suite 100, Scottsdale, AZ 85260