

Purchaser/Seller Insured Closing Service Letter (T-51)

DATE

Re: Purchaser/Seller Promulgated Insured Closing Service Letter
Name of Licensed Direct Operation or Texas Title Insurance Agent:

(hereinafter "Texas Agent")

Gentlemen:

In response to your request, _____, a _____ corporation, with its principal office in Texas at _____ (the "Company"), offers to you, provided that an owner policy of title insurance issued by the Company has been specified and requested for the purchaser in connection with the particular closing, the following described protection with respect to the closing of your real estate transactions by the Company's above named Texas Agent during the effective term hereof. The term Texas Agent shall include a direct Operation of the Company if the name of the direct Operation is set forth in the "RE" paragraph above.

The Company will replace your settlement funds that are lost after receipt of such funds by such Texas Agent as a direct, proximate result of the fraud or dishonesty of such Texas agent, provided that a Commitment for Title Insurance from this Company or its Texas Agent is issued to the purchaser before closing by such Texas Agent.

Notwithstanding your instructions to such Texas Agent in regard to the disbursement of funds nothing herein contained shall be construed as imposing liability on the Company for unfiled Mechanic's and Materialman's Liens.

The Company will not be liable for loss or impairment of your settlement funds in the course of collection or on deposit with a bank for disbursement due to bank failure, insolvency or suspension, except such as shall be as the direct result of the failure of such Texas Agent to comply with your written instructions to deposit the funds in a particular named bank.

The Company shall not be liable hereunder for any loss or expense you sustain (1) arising in whole or in part as a result of the fraud, dishonesty or negligence of you or your employee, agent or attorney, (2) as a result of your settlement or release of any claim without the written consent of the Company, or (3) arising as a result of any matters created, suffered, assumed or agreed to by you or known to you.

The Company shall not be liable on account of any laws excluded from owner policy coverage pursuant to the promulgated Condition and Stipulations and Exclusions from Coverage of the Owner Policy of Title Insurance, or on account of the Real Estate Settlement Procedures Act of 1974, as amended, nor shall this letter be construed as authorizing the Texas Agent, or any other representative of the Company, to exercise any discretion in your behalf, to undertake any responsibility in your behalf, or to undertake your performance in whole or in part with respect to any of laws referred to above.

The Company shall not be liable hereunder unless notice of claim in writing is received by the Company at its principal office in Texas within twelve (12) months after the date of Closing the Transaction.

Whenever the Company shall have settled a claim hereunder, the Company shall be subrogated to all your rights and remedies against any person or property with respect to such claim, all right of subrogation shall vest in the

Company unaffected by any act by you or by the Company, and you shall permit the Company to use your name in any transaction or litigation involving such rights or remedies.

The protection offered will be effective as to matters arising after receipt of a copy of this letter at the said Texas principal office of the Company bearing the signature of you or your duly authorized officer in the space provided below; will supersede all prior agreements; will extinguish all duties of the Company with respect to the loss of your settlement funds except as expressly set forth herein; and will be binding upon you and the Company until at the sole discretion of the Company notice of termination is mailed to you at your address as indicated above. A rebuttable presumption of receipt by the Company, of a copy of this letter bearing the signature of you or your duly authorized officer, may be established by: (i) the signed green return receipt card evidencing proof of receipt of this letter by certified or registered mail; or, (ii) a receipt evidencing delivery of this letter by an independent express mail delivery service.

Pursuant to Article 9.49 of the Texas Insurance Code, only real property transactions in excess of \$250,000.00 are eligible for insured closing service protection for the purchaser/seller. Therefore, this letter shall be null and void if the sales price of the real property (on any single real estate transaction intended by the recipient to be covered by this insured closing service letter) is \$250,000.00 or less. The Company shall not be liable for the first \$250,000.00 of loss to any claimant which constitutes a covered claim pursuant to Article 9.49 of the Code.

This form, promulgated by the Texas Department of Insurance in accordance with the Texas Title Insurance Act, as amended, is the only purchaser/seller form permissible for Insured Closing in the State of Texas.

Yours very truly,

(Printed Name of Company)

By _____
(Signature)

Title: _____

Printed Name: _____

ACCEPTANCE BY PURCHASER/SELLER ADDRESSEE

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

(Printed Name of Addressee)

By _____
(Signature)

Title: _____

Printed Name: _____