



Attorneys
Title Guaranty
Fund, Inc.

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Enter Confirmation Code: CW8QPS-2KSAH-82

Name and Address of Addressee: Wells Fargo Bank, N.A.
and/or assigns
2701 Wells Fargo Way
Minneapolis, MN 55467

Date: March 17, 2014

Attorneys Title Guaranty Fund, Inc., 7600 East Eastman, Greenwood Village, CO 80111, Agent of
Attorneys Title Guaranty Fund, Inc., 7600 E. Eastman Avenue - Suite 130, Denver, CO 80231.

Borrower(s): Eric Morgan
Property Address: 6071 Kilimanjaro Dr, Evergreen, Colorado 80439
Loan #: xyzpdq

Re: Closing Protection Letter
Title file#: EM12345

To Whom it May Concern:

Attorneys Title Guaranty Fund, Inc. (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, up to the amount of the coverage as specified in the title insurance commitment, in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney, provided:

- A. Title insurance of the Company is specified for your protection in connection with the closing; and
- B. You are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity,

7600 E Eastman Ave, Suite 130, Denver, Colorado 80231
(303) 292-3055 (800) 525-6558 (303) 297-0929 Fax

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enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
 - A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. If the closing is to be conducted by an Issuing Agent or Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
4. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower

connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.

5. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.
6. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 869, Denver, Colorado 80201. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.
7. The protection herein offered extends only to real property transactions in Colorado.

The protection herein offered will be effective upon receipt by the Company of your acceptance in writing which may be made on the enclosed copy thereof, and will continue in effect for one year from the date of this letter or until canceled by written notice from the Company. The expiration or cancellation shall not effect any transaction in which the title commitment has been issued prior to the cancellation date.

Any previous closing protection letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney.

ATTORNEYS TITLE GUARANTY FUND, INC.



By: _____
Eric R. Morgan, President

Accepted: _____

Dated: _____

Title: _____

**Attorneys
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Fund, Inc.**

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