



[REDACTED]

To Whom It May Concern:

In consideration of Your acceptance of this letter [REDACTED] agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent or Approved Attorney on or after the date of this letter, subject to the Conditions and Exclusions set forth below and provided:

- (A) the Company issues or is contractually obligated to issue a Policy for Your protection in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) lender secured by the Insured Mortgage or (ii) purchaser or lessee of the Title;
- (C) the aggregate of all Funds You transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed [REDACTED];
- (D) Your loss is solely caused by:
 - 1. failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions that relate to:
 - (a) the disbursement of Funds necessary to establish the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or
 - (b) the obtaining of any document, specifically required by You, but only to the extent that the failure to obtain the document affects the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage;
 - or
 - 2. fraud, theft, dishonesty, or misappropriation of the Issuing Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation relates to the status of the Title or to the validity, enforceability, or priority of the lien of the Insured Mortgage.

Conditions and Exclusions

- 1. Your transmittal of Funds or documents to the Issuing Agent or Approved Attorney constitutes Your acceptance of this letter.
- 2. For purposes of this letter:
 - a. "Commitment" means the Company's written contractual agreement to issue the Policy.
 - b. "Funds" means the money received by the Issuing Agent or Approved Attorney for the Real Estate Transaction.
 - c. "Policy" or "Policies" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association (with Florida modifications), issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - d. "You" or "Your" means the Addressee of this letter, the borrower if the Land is solely improved by a one-to-four family residence, and subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (i) the assignee of the Insured Mortgage; and
 - (ii) the warehouse lender in connection with the Insured Mortgage.
 - e. "Indebtedness," "Insured Mortgage," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (06-17-06) (with Florida modifications).
- 3. The Company shall have no liability under this closing protection letter for loss arising out of:
 - a. failure of the Issuing Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
 - 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 loss or impairment resulting from failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions to deposit the Funds in a bank that You designated by name;
 - c. any constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This subsection does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
 - d. fraud, theft, misappropriation, dishonesty, or negligence of Your employee, agent, attorney, or broker;
 - e. Your settlement or release of any claim without the Company's written consent;
 - f. any matters created, suffered, assumed, or agreed to or actually known by You;
 - g. Federal consumer financial law, as defined in 12 U.S.C. § 5481 (14), or other federal or state laws relating to truth-in-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending;
 - h. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention;
 - i. the periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land relating to the Real Estate Transaction; or
 - j. the Issuing Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code.

4. If the closing is to be conducted by an Approved Attorney, a Commitment must have been received by you prior to the transmittal of your final closing instructions to the Approved Attorney.

5. When the Company shall have indemnified you pursuant to this letter, it shall be understood that you have assigned any person or property that you own or have an interest in to the Company's liability for indemnification shall be reduced to the extent that you have assigned the value of this right of indemnification to the Company.

6. The Company's liability for loss under this letter shall not exceed the lesser of:
a. the amount of your funds;
b. the Company's liability under the Policy at the time written notice of a claim is made under this letter;
c. the value of the item of the insured mortgage; or
d. the value of the title insured or to be insured under the Policy at the time written notice of a claim is made under this letter.

7. If you are not a mortgagee, borrower, or lessee, you must notify the underwriter prior to the time that the Company is notified of a claim pursuant to this letter and you must provide a copy of this letter to the underwriter. If you are a mortgagee, borrower, or lessee, you must notify the underwriter prior to the time that the Company is notified of a claim pursuant to this letter and you must provide a copy of this letter to the underwriter.

8. Payment to you or to the owner of the indebtedness under the Policy or Policies or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.

9. The Insuring Agent is the Company's agent only for the limited purpose of insuring Policies. Neither the Insuring Agent nor the Approved Attorney is the Company's agent for the purpose of insuring Policies or for the purpose of providing services. The Company's liability for loss shall be limited to the amount of the loss actually incurred by the insured under the Policy. The Company's liability for loss shall be limited to the amount of the loss actually incurred by the insured under the Policy. The Company's liability for loss shall be limited to the amount of the loss actually incurred by the insured under the Policy. The Company's liability for loss shall be limited to the amount of the loss actually incurred by the insured under the Policy.

10. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within two years from the date of the transmittal of funds. The condition that the Company must be provided with written notice under this provision shall not be excused by lack of prejudice to the Company.

11. You must notify each written notice of a claim under this letter to Equifax National Title Insurance Company, Attn: Claims Dept. at its principal office at P O Box 45003 Jacksonville FL 32202-0003. If the Company is notified by you of a claim under this letter, you must provide the Company with a copy of this letter and you must provide a copy of this letter to the underwriter. If the Company is notified by you of a claim under this letter, you must provide the Company with a copy of this letter and you must provide a copy of this letter to the underwriter.

12. The Company shall have no liability under this letter if:
a. the Real Estate Transaction has not closed within one year from the date of this letter; or
b. the Real Estate Transaction has not closed within one year from the date of this letter; or
c. the Real Estate Transaction has not closed within one year from the date of this letter; or
d. the Real Estate Transaction has not closed within one year from the date of this letter.

13. The protection of this letter extends only to real estate in Florida, and any court or arbitrator shall apply the law of the jurisdiction where the land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any arbitration or other proceeding under this letter must be held only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

14. You warrant that you own the real estate insured under this letter or are a mortgagee, borrower, or lessee of the real estate insured under this letter. If you are a mortgagee, borrower, or lessee, you must provide a copy of this letter to the underwriter. If you are a mortgagee, borrower, or lessee, you must provide a copy of this letter to the underwriter. If you are a mortgagee, borrower, or lessee, you must provide a copy of this letter to the underwriter. If you are a mortgagee, borrower, or lessee, you must provide a copy of this letter to the underwriter.

This closing protection letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction.
CBF80508 (05/01/12)

Equifax National Title Insurance Company
By:
Title Insurance Company