

## RESIDENTIAL TITLE INSURANCE ORDER FORM (ATLANTIC)

To: Stewart Title — Atlantic Canada

Date: \_\_\_\_\_ Attention: \_\_\_\_\_

Fax: (902) 420-0804 Email: [STGHALPolicyOrders@stewart.com](mailto:STGHALPolicyOrders@stewart.com)

### LAW FIRM INFORMATION

Lawyer/Notary: \_\_\_\_\_

Contact: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Your File Number: \_\_\_\_\_

Is this your first time using Stewart Title?:

Yes  No

How do you prefer to receive your policy(ies)?

Fax  
 Email\*  
 No Preference

\*Lawyer/notary acknowledges that they have obtained consent from their clients to have their personal information transmitted over the internet, being a non-secure transmission route.

If you have received a quote from Stewart Title, please enter the quote reference number here: \_\_\_\_\_

### POLICY INFORMATION

Anticipated Closing Date: \_\_\_\_\_

Transaction Type:

Purchase – Resale Home  
 Purchase – New Home  
 Refinance  
 Existing Owner Policy Request

Policies Required:

Owner  
 Lender  
 Both  
 Existing Owner\* Market Value: \_\_\_\_\_

\*Please retain a copy of one of the following documents; evidence from the municipal assessment office as to the current Fair Market Value, a certified appraisal or a Realtor's Letter of Opinion

StewartPROTECT™  Yes  No (Available only in NB, PEI and NS; Not available for existing owner policies)

Purchase Price: \$ \_\_\_\_\_

Interest in Land:

Fee Simple  
 Leasehold (If assignment of lease, the original lease was registered on \_\_\_\_\_ as instrument number \_\_\_\_\_)  
 Other: \_\_\_\_\_

**OWNER / PROPERTY INFORMATION**

Property Type:

- Single Family Residential
- Condominium
- Vacant Land
- 2 to 6 Residential Units      Number of Units: \_\_\_\_\_
- Farm property      With a Residential House?  Yes  No
- Other: \_\_\_\_\_

Property Occupancy:  Owner Occupied     Tenanted

Is the property located on Indigenous or First Nation Land?      Yes      No  
(If Yes, please be advised that our Underwriting Department will be in contact with you regarding your transaction)

Purchaser / Borrower Name(s) (Last Name, First Name): \_\_\_\_\_

Current Vendor Name(s) (if Purchase Transaction): \_\_\_\_\_

Which party(ies) are you acting for?

- Purchaser/Borrower
- Lender
- Both

Vendor’s Solicitor: \_\_\_\_\_ Lender’s Solicitor: \_\_\_\_\_

If acting for Lender only, Purchaser/Borrower’s Solicitor: \_\_\_\_\_

Municipal Address of Property to be Insured (For Additional Properties, please attach our “Additional Properties Form”):

Full Legal Description of Property to be Insured [Attach either Land Registration View, Certificate of Registered Owner and/or metes and bounds description, whichever is applicable]: \_\_\_\_\_

PID \_\_\_\_\_

**SURVEY INFORMATION**

Do you have a survey?  Yes  No

Does the survey disclose any defects or are you aware of any changes since the survey date?  Yes\*  No

\*If Yes, please describe all discrepancies, encroachments or additions (including but not limited to encroachments of fences and boundary walls, encroachments for which an encroachment agreement has been entered into and/or violations of setback requirements (and provide a copy of the survey):

**MORTGAGE INFORMATION**

For additional lender policies please attach a separate page

If the mortgage blankets over additional properties, please complete and attach our "Additional Properties Form".

Lender Name: \_\_\_\_\_

Mortgage Amount: \$ \_\_\_\_\_

Priority:

- First
- Second
- Third

Reference/Loan Number: \_\_\_\_\_  Construction Loan  VTB Mortgage

Private Lender?  Yes  No

If Private Lender, what is the term of the mortgage? \_\_\_\_\_

What is the interest rate? \_\_\_\_\_

**TITLE SEARCH RESULTS**

Existing Mortgages: [NOTE: Private mortgages must be discharged prior to or on closing]

- To be discharged (please specify which mortgages are NOT being discharged below)
- No existing mortgages remaining on title
- Remaining on title (Please list details below and add separate sheet if required)

Lender: \_\_\_\_\_

Date of Registration: \_\_\_\_\_ Instrument Number: \_\_\_\_\_

Original Principal: \$ \_\_\_\_\_

Priority on Closing:  First  Second  Third

How long has the Borrower and/or Vendor owned the property? \_\_\_\_\_

Details of ALL other registered instruments [OR attach copy(ies) of SRI, CRO or relevant pages from title search]:

Instrument Number	Registration Date	Type of Document
_____	_____	_____
_____	_____	_____

Are there any adverse matters disclosed by title or off-title searches that will not be removed or remedied on closing?

- Yes  No

If Yes, please explain: \_\_\_\_\_

**OFF-TITLE SEARCH RESULTS**

Please refer to our residential search requirements (available upon request or at [www.stewart.ca](http://www.stewart.ca))

**1. Tax Search Results**

- Paid to closing
- Arrears to be paid from closing funds
- Taxes not assessed but undertaking to pay has been obtained
- Other: \_\_\_\_\_

2. **Utility Search Results** (to the extent that they may form a lien against the property)

- Paid to closing
- Arrears to be paid from closing funds
- There are no arrears forming a lien
- Other: \_\_\_\_\_

3. **Condominium Status Certificate**

- Clear Certificate
- Not Clear (Please attach a copy of the Status Certificate to your order)
- Not required: Refinance

4. **Execution/Judgment Search Results** (search Borrower and/or Vendor, when applicable):

- Clear
- Execution(s)/judgment(s) against current parties being paid out and lifted
- Similar name execution(s)/judgment(s):
  - Client affidavit being obtained for writs under \$50K
  - Solicitor affidavit being obtained for writs over \$50K

**ADDITIONAL ENDORSEMENTS**

- Do you require a septic system endorsement?  Yes  No
- Do you require a water potability endorsement? (lender only)  Yes  No
- Do you require a migration gap endorsement? (lender only; Nova Scotia only)  Yes  No

**FRAUD PREVENTION**

**1. IF REFINANCE:**

- Do any *one* of the following two situations apply to your transaction?  Yes  No
- a. Prior to closing, I will be obtaining and reviewing Canadian or Provincial government issued photo I.D. for the borrower(s) and will be keeping a legible copy in my file; or
  - b. I (or another member of my firm) have known the client(s) for a period of at least one year.

**2. IF PURCHASE:**

- Was/Were deposit(s) totaling more than \$50,000 paid *directly* to the vendor(s)?  Yes  No  
(Answer "No", if the deposit(s) was/were paid in trust to either the vendor's lawyer or realtor.)

**3. IF REFINANCE:**

- Are the proceeds of the Insured Mortgage(s) being made payable to anyone OTHER than an existing lender or to the borrower(s) directly? (Please answer "Yes" if the proceeds are being paid to the borrower's lawyer in trust)
- Yes  No

If you **act for the Borrower(s)** and answered "**Yes**" to question #3 above:

Are you paying any part of the proceeds of the Insured Mortgage(s) to a party or entity OTHER than the "acceptable parties/entities" listed below?  Yes  No

If "Yes" to whom are the proceeds of the Insured Mortgage(s) being made payable (Please list in detail the parties and amounts): \_\_\_\_\_

If you **act for the Lender** and answered **“Yes”** to question #3 above:

Are the proceeds of the Insured Mortgage(s) being made payable to the borrower’s lawyer in trust?

Yes  No

If “Yes”, have you obtained an undertaking from the borrower’s lawyer to pay the proceeds of the Insured Mortgage(s) ONLY to the “acceptable parties/entities” listed below?  Yes  No

If “No”, are you paying any part of the proceeds of the Insured Mortgage(s) to a party or entity OTHER than the “acceptable parties/entities” listed below?  Yes\*  No

\*If “Yes” to whom are the proceeds of the Insured Mortgage(s) being made payable (Please list in detail the parties and amounts): \_\_\_\_\_

**Acceptable Parties/Entities:**

- registered title holder(s);
- holder(s) of encumbrance(s) registered on the title to the Land;
- an execution or judgment creditor(s) who holds an execution or judgment against the registered title holder(s);
- a non-registered covenantor under the Insured Mortgage(s) that is a spouse, child or parent of the registered title holder(s);
- credit card companies for credit cards in the name of the registered title holder(s), or in the name of non-registered covenantor(s) under the Insured Mortgage(s) that are the spouse, child or parent of the registered title holder(s); or
- a municipality for taxes, to a utility for utilities, to a mortgage broker/agent for mortgage broker fees, to a realtor for realtor commission/fees, or to a lawyer for legal fees.

**4. FOR ALL TRANSACTIONS:**

Have there been any transfer(s) of title or mortgage discharge(s) registered within the last six months?

(For mortgage only transactions, please select “yes” if you are registering a transfer of title prior to the registration of the new mortgage)  Yes  No

If you answered “Yes” to the above question, select the item(s) below that describes the reason for the recent Transfer(s) of Title and/or Mortgage Discharge(s):

- discharge(s) of a prior vendor(s)’ mortgage(s)
- discharge(s) of the current borrower(s)’ mortgage(s) (*applicable for refinance only*)
- estate conveyance
- inter-family transfer where a party was ADDED to title
- payment to a spouse under a separation agreement/divorce settlement where your office acted for one of the spouses in the matrimonial matter
- the borrower(s) recent purchase of the property where you acted for the borrower(s) when they purchased (*applicable for refinance only*)
- the addition of a new party or removal of an existing owner(s) on title to qualify for the new mortgage(s) being insured (provided that where a party is being removed, you have met with the party being removed, explained the nature of the transaction, and obtained Canadian/Provincial government issued photo I.D.)
- the finalization of a severance of the property
- OTHER (Please explain: \_\_\_\_\_ )

**5. FOR ALL TRANSACTIONS:**

Has another title insurer refused to issue a policy of title insurance in respect of this transaction?

Yes  No

If “Yes”, please explain: \_\_\_\_\_

**6. FOR ALL TRANSACTIONS:**

Is the vendor(s) and/or borrower(s) using a Power of Attorney in this transaction?  Yes  No

If “Yes”, please attach copy(ies) of the Power(s) of Attorney to your order.

**Depending on your answers to the above questions, Stewart Title may require further documentation for review by our Underwriting department. This documentation could include: an up to date title search; a copy of the purchase contract and any amendments thereto; a copy of the power of attorney if one is being used; a copy of the statement of adjustments; proof of deposits; or other documentation deemed necessary by the Underwriting department.**

**REPORT ON TITLE**

I have investigated title to the insured land in the manner prescribed by my Law Society, excluding, however, those searches not required by Stewart Title Guaranty Company; and in my opinion, in so far as that investigation revealed each named insured will obtain a good marketable interest in the insured land referred to in Schedule “A” of the Policy. I also confirm the following:

1. I will comply with any and all requirements of the mortgage lender as set out in its Instructions to Solicitor prior to funding;
2. I have disclosed all title matters which would otherwise qualify my opinion on title;
3. I will advise Stewart Title of any additional registrations or matters affecting title, changes to the status of the property and/or the insured’s interest prior to closing. If I become aware of any of these circumstances arising after closing but prior to payment remittance, I will advise Stewart Title immediately;
4. I will advise Stewart Title of any changes in the Scheduled Closing Date; and
5. I will disclose all Schedule B exceptions to coverage to the purchaser/mortgagor and mortgagee as applicable. If I have chosen StewartPROTECT™ and I am obtaining an owner policy, I will have all purchasers sign the Purchaser Acknowledgment form provided by Stewart Title.

I understand that Stewart Title Guaranty Company waives any rights of subrogation it may have against me in respect of any and all of the foregoing and I shall be liable to Stewart Title Guaranty Company for any loss resulting from my intentional act or omission or gross negligence and/or any fraudulent act or omission by me.

**If this transaction has already closed** – please provide the registration information on a separate page. Whenever possible, Stewart Title requires policies be ordered prior to closing. *Please Note: Stewart Title reserves the right to refuse to issue policies that are ordered after closing.*

Solicitor Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Stewart Title is committed to protecting the privacy and personal information of those insured under Stewart Title policies. The information provided about them is kept confidential and used for the purposes set out in our privacy policy, including but not limited to, the underwriting and issuing of policies and administering of claims. For a copy of our complete privacy policy, please visit our website at [www.stewart.ca](http://www.stewart.ca), or contact our Privacy Officer at 1-888-667-5151.