

ITG RESIDENTIAL SAMPLE SCHEDULE B REQUIREMENTS
(EXCLUDING ENDORSEMENT REQUIREMENTS)



IOWA TITLE GUARANTY
A DIVISION OF IOWA FINANCE AUTHORITY

I. AFFIDAVITS

1. **Affidavit – Support Payments Current:** Regarding the _____ (dissolution/support proceeding) described in Special Exception ___ from Part II, an affidavit from _____ (spouse owed and/or Child Support Recovery and/or State of Iowa) stating that _____ (spouse owing) is current in all child support, spousal support or other payment owed to him/her, up through and including the filing date of the deed and guaranteed mortgage. Said affidavit must specifically state that _____ (spouse owed) releases any and all liens that he/she may have against the Land. Court costs must be paid in full.
2. **Affidavit – Property Settlement:** : Regarding the _____ (dissolution/support proceeding) described in Special Exception ___ from Part II, an affidavit from _____ (spouse owed) stating that he/she has received the property settlement payment in full and specifically stating that _____ (spouse owed) releases any and all liens that he/she may have against the Land. Court costs must be paid in full.
3. **Affidavit of Disclaimer of Interest:** Regarding the stray _____ (deed/mortgage) described in Special Exception ___ from Part II, an Affidavit of Disclaimer from _____ and spouses, if any, disclaiming any interest in and to the Land.
4. **Affidavit of Possession:** Due to certain irregularities within the chain of title, an Affidavit of Possession executed by the current titleholders in accordance with Iowa Code Section 614.17 and Iowa Land Title Standard 10.1.
5. **Affidavit of Surviving Joint Tenant:** Regarding the death of _____ described in Special Exception ___ from Part II, an Affidavit of Surviving Joint Tenant to be executed in accordance with Iowa Land Title Standard 9.9.
6. **Affidavit – Trustee:** Trustee Affidavit executed by _____ (Trustee) of the _____ Trust in accordance with Iowa Code Section 614.14 and Iowa Land Title Standard 4.7.
7. **Affidavit – Purchaser:** Purchaser Affidavit executed by _____ (Purchaser) in accordance with Iowa Code Section 614.14 and Iowa Land Title Standard 4.7.
8. **Affidavit – Affidavit of Identity from Third Party:** Regarding the _____ (judgment, liens, etc.) described in Special Exception ___ from Part II, an Affidavit of Identity from a neutral third party with knowledge testifying that the individuals referenced in the _____ (judgment/lien) are of similar name only to that of the titleholder(s); and that said _____ (judgment/lien) does not constitute a lien against the Land as said _____ (judgment/lien) relates to individuals of similar name only to that of the titleholder(s).
9. **Affidavit – Identity/Name Variance:** Regarding the name discrepancy described in Special Exception ___ from Part II, an Affidavit of Identity evidencing that _____, _____, and _____ are one and the same person.
10. **Affidavit Explanatory of Title:** Regarding Special Exception ___ from Part II, you must obtain an Affidavit Explanatory of Title from the owner in possession of the Land in accordance with Iowa Code Section 558.8.

11. **Affidavit –Scrivener’s:** Regarding the error described in Special Exception ___ from Part II, you must obtain a Scrivener’s Affidavit from _____ (the individual who made the error).
12. **Affidavit – HOA Dues:** Affidavit executed by the duly authorized individual on behalf of the association stating there are no unpaid dues, liens or assessments with respect to the Land through and including the filing date of the deed and guaranteed mortgage.
13. **Affidavit – Public Improvements:** Regarding the public improvement obligations imposed by the Development Agreement described in Special Exception ___ from Part II, an affidavit executed by the duly authorized individual on behalf of the _____ (City/County) confirming that all public improvements obligations have been satisfied in full and _____ (City/County) unconditionally releases the Land from any and all liens related thereto.
14. **Affidavit – Title Standard 9.8 – No Administration of Estate:** Affidavit from the heirs of _____ (deceased individual) pursuant to the requirements of Iowa Code Section 450.22 and Iowa Land Title Standard 9.8 as described in Special Exception ___ from Part II.

II. AUTHORITY

1. **Authority to Execute Mortgage (Corporation):** Satisfactory resolution from _____ [Borrower(s)] or similar document in accordance with the corporation’s organizational documents, evidencing the authority of the officer(s) to execute the mortgage on behalf of the corporation.
2. **Authority to Execute Mortgage (LLC):** Documentation evidencing (1) whether _____ (Borrower) is member-managed or manager-managed; (2) whether the conveyance is in the ordinary course of the LLC’s business or affairs; and (3) the authority of the signer to act on behalf of the LLC. This disclosure may be provided by one or more of the following: (a) the LLC’s written operating agreement; (b) a duly filed and recorded Statement of Authority; (c) an affidavit signed by a person with knowledge; or (d) a recitation contained in the mortgage (including the acknowledgement of said mortgage). If the transaction is not in the ordinary course of business, the consent of all members is required.

III. BANKRUPTCY

1. **Bankruptcy – Pending.** Statutory rights, powers and duties of the trustee in bankruptcy and the court in the bankruptcy proceedings filed by _____, on _____ in the Federal District Court for the _____ District of Iowa in Case No. _____.
2. **Bankruptcy – Lien Avoidance.** *Regarding the judgment described in Special Exception ___ from Part II, in order to determine that a judicial lien upon exempt real estate has been avoided in a bankruptcy case under 11 U.S.C. § 522(f), the abstract should show: the motion in the bankruptcy proceeding to avoid the lien which describes the real estate; a certificate showing services on all affected creditors, the trustee and the U.S. Trustee; either an order avoiding the lien in absence of objections, or an order avoiding the lien after hearing in the event that objections are filed; and certificate of the Clerk that no notice of appeal, application to extend time for appeal, or motion to stay has been filed unless the abstracter’s certificate discloses a search of the Bankruptcy Court records.*

IV. BUYER SEARCHES

1. **Buyer Search – Purchase Money Mortgage Requirement:** *Provided the Guaranteed Mortgage constitutes a purchase money mortgage in accordance with commitment requirement 5(d), Special Exception _____ [insert corresponding exception(s)] will appear in Schedule B, Part II of the certificate. If commitment requirement 5(d) is not met, Special Exception _____, and any claims, judgments, costs or other matters against Proposed Titleholder(s) shall appear as exceptions to coverage and shown in Schedule B, Part I of the certificate, unless a release and satisfaction is obtained and filed of record.*
2. **Buyer Search Requirement.** The Participating Abstractor must perform a name search on the buyers/borrowers and any claims or judgments against the buyers/borrowers revealed that will become liens on the Land must be satisfied and released.

V. COMPOSITE MORTGAGE AFFIDAVIT

1. **Composite Mortgage Affidavit:** *Obtain completed, signed and notarized Composite Mortgage Affidavit (“CMA”) from the sellers/titleholders, and spouses, if any, and buyers of the Land, and the Notice of Availability of Iowa Title Guaranty Owner Certificate signed by each buyer electing or declining an owner's certificate. All unrecorded matters such as leases, contracts, easements, lien waivers, etc., must be attached thereto and provided to the examining Participating Attorney for review prior to closing. The examining Participating Attorney may require disclosed matters be resolved prior to closing. Any unresolved matters disclosed on the CMA shall be excepted from coverage by adding them as exceptions in Schedule B, Part I of the final Lender’s Certificate.*

VI. COURT COSTS

1. **Court Costs:** Regarding the proceeding described in Special Exception ____ from Part II, court costs must be paid in full.

VII. DEEDS

1. **Corrected Court Officer Deed:** *Corrected Court Officer Deed executed by the _____ (Executor/Administrator) of the Estate of _____ (name of deceased individual) conveying the Land to _____ [buyer(s)]. Said deed must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the Corrected Court Officer Deed is being filed to correct the Court Officer Deed filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder’s Office.*
2. **Corrected Quit Claim Deed (individual grantor):** *Corrected Quit Claim Deed from _____ [titleholder(s)] conveying the Land to _____ [buyer(s)]. Said deed must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the Corrected Quit Claim Deed is being filed to correct the Quit Claim Deed filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder’s Office. NOTE: The marital status of the grantor(s) must be shown on said deed.*

3. **Corrected Quit Claim Deed (corporate grantor):** *Corrected Quit Claim Deed executed by the duly authorized individual on behalf of _____ [titleholder(s)] conveying the Land to _____ [buyer(s)]. Said deed must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the Corrected Quit Claim Deed is being filed to correct the Quit Claim Deed filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder's Office.*

4. **Corrected Trustee Warranty Deed:** *Corrected Trustee Warranty Deed from Trustee of the _____ Trust conveying the Land to _____ [buyer(s)], as well as a Corrected Trustee's Affidavit and a Corrected Purchaser's Affidavit in accordance with Iowa Code 614.14 and Iowa Title Standard 4.7. Said deed and affidavits must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the _____ (Corrected Trustee Warranty Deed/Trustee Affidavit/Purchaser Affidavit) is being filed to correct the _____ (Trustee Warranty Deed/Trustee Affidavit/Purchaser Affidavit) filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder's Office.*

5. **Corrected Warranty Deed (individual grantor):** *Corrected Warranty Deed from _____ [titleholder(s)] conveying the Land to _____ [buyer(s)]. Said deed must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the Corrected Warranty Deed is being filed to correct the Warranty Deed filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder's Office. NOTE: The marital status of the grantor(s) must be shown on said deed.*

6. **Corrected Warranty Deed (corporate grantor):** *Corrected Warranty Deed executed by the duly authorized individual on behalf of _____ [titleholder(s)] conveying the Land to _____ [buyer(s)]. Said deed must correct the defect referenced in Special Exception ____ from Part II and include a recitation that the Corrected Warranty Deed is being filed to correct the Warranty Deed filed _____ in Book _____, Page _____ in the _____ County, Iowa Recorder's Office.*

7. **Court Officer Deed:** *Court Officer Deed from (Executor/Administrator) of the Estate of _____ [insert name of deceased individual] conveying the Land to _____ [buyer(s)].*

8. **Quit Claim Deed (individual grantor):** *Quit Claim Deed from _____ [titleholder(s)] and spouses, if any, conveying the Land to _____ [buyer(s)]. NOTE: The marital status of the grantor(s) must be shown on said deed.*

9. **Quit Claim Deed (corporate grantor):** *Quit Claim Deed executed by the duly authorized individual on behalf of _____ [titleholder(s)] conveying the Land to _____ [buyer(s)].*

10. **Trustee Warranty Deed:** *Trustee Warranty Deed from Trustee of the _____ Trust conveying the Land to _____ [buyer(s)], as well as a Trustee's Affidavit and a Purchaser's Affidavit in accordance with Iowa Code 614.14(2) and Iowa Title Standard 4.7.*

11. **Warranty Deed (individual grantor):** *Warranty Deed from _____ [titleholder(s)] and spouses, if any, conveying the Land to _____ [buyer(s)]. NOTE: The marital status of the grantor(s) must be shown on said deed.*

12. **Warranty Deed (corporate grantor):** *Warranty Deed executed by the duly authorized individual on behalf of _____ [titleholder(s)] conveying the Land to _____ [buyer(s)].*
13. **Warranty Deed in Fulfillment (individual grantor):** *Warranty Deed in fulfillment of real estate contract described in Special Exception ____ from Part II from [POPULATE LEGAL TITLEHOLDERS] (contract sellers/legal titleholders) and spouse(s), if any, conveying the Land to [POPULATE EQUITABLE TITLEHOLDERS] (contract buyers/equitable titleholders). NOTE: The marital status of the grantor(s) must be shown on said deed. NOTE: The deed must include a recitation that it is being given in full satisfaction of the Real Estate Contract described in Special Exception ____ from Part II.*
14. **Warranty Deed in Fulfillment (corporate grantor):** *Warranty Deed in fulfillment of real estate contract described in Special Exception ____ from Part II, executed by the duly authorized individual on behalf of [POPULATE LEGAL TITLEHOLDERS] (contract sellers/legal titleholders) conveying the Land to [POPULATE EQUITABLE TITLEHOLDERS] (contract buyers/equitable titleholders). NOTE: The deed must include a recitation that it is being given in full satisfaction of the Real Estate Contract described in Special Exception ____ from Part II.*

VIII. FORECLOSURES

1. **Foreclosure Dismissal (Pre-Decree):** Dismissal with prejudice of the pending proceeding described in Special Exception ____ from Part II. Court costs must be paid in full.
2. **Foreclosure (Post Decree, Pre-Sheriff's Sale):** Release and satisfaction of the foreclosure decree as described in Special Exception ____ from Part II. Court costs must be paid in full.
3. **Missing Assignment of Mortgage:** Assignment of Mortgage from _____ to _____ as described in Special Exception ____ from Part II.
4. **Missing Power of Attorney:** Power of Attorney from _____ to _____ as described in Special Exception ____ from Part II.

IX. LEASES

1. **Lease Termination:** Termination of lease described in Special Exception ____ from Part II.
2. **Leasehold Estate:** Lease (or memorandum of lease) from _____ (Lessor) to _____ (Lessee) conveying a leasehold estate to the Land filed in the _____ County, Iowa Recorder's Office. The parties, the legal description of the Land, and the term of the lease must be included in in said lease (or memorandum of lease). Note: The following Special Exception remain on Schedule B, Part I of the final certificate: Terms, provisions and conditions of the lease agreement set forth under in the legal description on Schedule A herein creating the leasehold estate hereby certified, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns.
3. **Lessor Consent to Encumber Leasehold Estate:** Lessor consent to Lessee encumbering the leasehold estate as required by lease described in Special Exception ____ from Part II.

4. **Tenant Estoppel Certificate:** Tenant estoppel certificate required by lease described in Special Exception ____ from Part II.

X. LOT TIES

1. **Lot Tie Requirement:** The Land and _____ (other property named in Lot Tie Agreement) must be transferred together pursuant to the terms of the Lot Tie Agreement described in Special Exception ____ from Part II.

XI. MINERAL INTERESTS

1. **Mineral Interest Release:** Release of the reservation of mineral interest described in Special Exception ____ from Part II.

XII. MISSING RECORDS

1. **Missing Assignment of Mortgage:** Assignment of Mortgage from _____ to _____ as described in Special Exception ____ from Part II.
2. **Missing Power of Attorney:** Power of Attorney from _____ to _____ as described in Special Exception ____ from Part II.

XIII. PROBATE

1. **Probate:** Compliance with Iowa Code 633.386 et.seq. concerning sale of the real estate, including notice and hearing, or a showing of the power of sale in the will of the decedent, and appropriate Inventory Report and Order; and an adequate showing with regard to the payment of, or non-liability of the estate for, federal estate taxes, or a specific release of the federal estate tax lien, all in accordance with the Iowa Land Title Standards.

XIV. RELEASES

1. **Release and Satisfaction (Judgment):** Release and satisfaction of the judgment described in Special Exception ____ from Part II.
2. **Release and Satisfaction (Mortgage):** Release and satisfaction of the mortgage described in Special Exception ____ from Part II.
3. **Release and Satisfaction (Open-End Mortgage):** Release and satisfaction of the mortgage described in Special Exception ____ from Part II. Documentation must be provided showing the open-end mortgage has been closed.
4. **Release and Satisfaction (Revolving Mortgage):** Release and satisfaction of the mortgage described in Special Exception ____ from Part II. Documentation must be provided showing the revolving mortgage has been closed.

5. **Release and Satisfaction (Future Advance Mortgage):** Release and satisfaction of the mortgage described in Special Exception _____ from Part II. Documentation must be provided showing the future advance mortgage has been closed.
6. **Release and Satisfaction (Assignment of Rents):** Release and satisfaction of the Assignment of Rents described in Special Exception _____ from Part II.
7. **Release and Satisfaction (Mechanic's Lien):** Release and satisfaction of mechanic's lien described in Special Exception ____ from Part II below. Said release and satisfaction must be posted to the Mechanic's Notice and Lien Registry ("MNL").
8. **Release and Satisfaction (Child/Spousal Support):** Release and satisfaction of the support judgment described in Special Exception _____ from Part II. Said release shall evidence that all amounts due and payable have been paid current through the filing date of the deed and guaranteed mortgage. Court costs must be paid in full.
9. **Release and Satisfaction (Property Settlement):** Release and satisfaction of the property settlement described in Special Exception _____ from Part II. Court costs must be paid in full.
10. **Release and Satisfaction (Tax Lien):** Release and satisfaction of the tax lien described in Special Exception ____ from Part II.
11. **Release of Claims:** Release of any claims or judgments against the seller(s) that would be liens on the Land.

XV. SURVEYS

1. **Survey Requirement: *Prior to the close of escrow, Iowa Title Guaranty ("ITG") must be provided a recent Survey prepared by a licensed surveyor or engineer showing the boundary lines, the location of any improvements relative to the property lines, easements, building setback lines, property dimensions and showing no possible encroachments. ITG may amend the commitment to except from coverage in Schedule B of the commitment any adverse matters shown by the Survey. Further, ITG may except from coverage in Schedule B of the final Lender's Certificate any adverse matters shown by the Survey.***
2. **Real Property Inspection Report ("RPIR"): *Prior to the close of escrow, Iowa Title Guaranty ("ITG") must be provided a recent Real Property Inspection Report prepared by a licensed surveyor or engineer showing the boundary lines, the location of any improvements relative to the property lines, easements, building setback lines, property dimensions and showing no possible encroachments. ITG may amend the commitment to except from coverage in Schedule B of the commitment any adverse matters shown by the Real Property Inspection Report. Further, ITG may except from coverage in Schedule B of the final Lender's Certificate any adverse matters shown by the Real Property Inspection Report.***

XVI. TAXES

1. **Tax Sale Redemption:** Redemption of the Land from tax sale as described in Special Exception ____ from Part II.
2. **Taxes, Delinquent:** Payment of delinquent real estate taxes and penalty as described in Special Exception ____ from Part II.
3. **Tax Lien:** Release and satisfaction of the tax lien described in Special Exception ____ from Part II.

XVII. UCC

1. **Termination of UCC-1 Financing Statement:** Termination of UCC-1 Financing Statement described in Special Exception _____ from Part II.

XVIII. WAIVERS

1. **Waiver of Right of First Refusal:** Waiver of right of first refusal from _____ as described in Special Exception ____ from Part II.
2. **Waiver of Right of First Refusal (Association):** Waiver executed by the duly authorized individual on behalf of the association stating that the association waives its right of first refusal to purchase the premises as provided in the Declaration described in Special Exception ____ from Part II.
3. **Waiver of Option to Purchase:** Waiver of option to purchase from _____ as described in Special Exception ____ from Part II.

XIX. WITHDRAWALS

1. **Withdrawal (Commencement of Work):** Withdrawal of the Commencement of Work described in Special Exception ____ from Part II below. Said withdrawal must be posted to the Mechanic's Notice and Lien Registry ("MNLR").
2. **Withdrawal (Preliminary Notice):** Withdrawal of the Preliminary Notice described in Special Exception ____ from Part II below. Said withdrawal must be posted to the Mechanic's Notice and Lien Registry ("MNLR").