

WFG Underwriting Bulletin



To: All Massachusetts Policy Issuing Agents of WFG National Title Insurance Company

From: WFG Underwriting Department

Date: March 19, 2020

Bulletin No.: MA 2020-01

Subject: Recording Office Closings – Corona Virus --- MA Supplement to NB 2020-02 and -03

After a few tumultuous days regarding closures related to the Corona Virus (COVID-19), we can report at this writing that all Registries of Deeds in Massachusetts are accepting documents for recording in some manner, *except for Nantucket which is completely closed until at least March 30, 2020*. However, new decisions continue to be made with respect to closures in order to combat the spread of the virus, and new or continuing closures could be announced in the future. This bulletin supplements NB-2020-02 and NB-2020-03 with respect to recordings with Registries that may not be open to receive recordings.

If any recording office in Massachusetts is not open to receive recordings, you may continue to close normally, and WFG will continue to insure the “gap” created by a temporary inability to record under the following circumstances:

1. If the Land to be insured is registered land (Land Court), you must contact a WFG underwriter prior to the issuance of any policy with gap coverage.
2. If there is record evidence of any of the following against the vested owner, you must contact a WFG underwriter for approval to issue a policy with gap coverage:
 - a. Judicial liens, including but not limited to attachments or executions;
 - b. Lis pendens;
 - c. Federal or state tax liens;
 - d. More than 2 outstanding mortgages;
 - e. Tax taking;
 - f. Bankruptcy; or
 - g. Foreclosure, whether that be by record evidence or otherwise.
3. [Execution at closing of a title insurance affidavit \(commonly known as the “Owner Affidavit”\) which includes the following language:](#)

That in consideration of WFG National Title Insurance Company’s (the “Company”) issuing its policy or policies effective as of the date closing occurs,

such date being _____ without taking exception therein for matters which may arise between the date of _____ [INSERT DATE OF REGISTRY CLOSURE] _____ and the date the documents creating the interest being insured have been filed for record, and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien, or objectionable matter of title which may arise or be filed, as the case may be, against the captioned premises during the period of time between the date of its commitment to issue its policy of title insurance and the date of recording of all closing instruments, and to hold harmless and indemnify the Company and its agent against all expenses, costs and attorney fees, which may arise out of the failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. Further, the undersigned shall be liable for all expenses, costs and attorney's fees which may be incurred in the enforcement of this agreement.

The form of [affidavit](#) is attached to this Bulletin; however, if there is a form of affidavit currently used by your office that is substantially similar, the foregoing paragraph must be added as stated above.

4. Execution of such affidavit shall be listed as a requirement on Schedule B, Part I of any title insurance commitment issued. If a commitment has already been issued, you must issue a revised commitment which includes this requirement.
5. If you will be issuing a loan policy, please verify with the lender that disbursement of closing and loan proceeds are authorized prior to recording where gap coverage will be provided. This may require an amendment to the loan instructions if the original instructions are not clear.
6. As stated in the National Bulletin, recordings must be accomplished as soon as the Registry is open to receive recordings. If a title rundown is completed prior to the recording and matters affecting the interest of the insured are discovered which are not taken exception for in the policies, please contact your WFG underwriter as soon as possible, providing copies of the same.

The effective date of any policy issued pursuant to this standard will be the date and time of disbursement of funds.

Please remember that with closings of Registries of Deeds there may also be other governmental closings which affect your ability to complete minimum search requirements. Town halls may be closed, affecting your ability to verify municipal taxes and payments. Certain Federal, State and county courts, such as Probate and Bankruptcy Courts, may be closed. Attorneys have the ability to access and view any scanned document filed in any of the cases filed with the [Massachusetts Trial Courts](#) through the website's Attorney Portal. If you currently do not have access to the Attorney Portal, instructions can be found [here](#). Additionally, dockets

and documents for Federal cases can be viewed on [PACER](#). With that being said, even after accessing those necessary documents on the websites, you may still not be able to complete a minimum search. If that is the case, please contact your WFG underwriter for approval before issuing a policy involving such a search.

This is an evolving situation. At this time, these guidelines apply only to transactions where the Registry of Deeds is CLOSED and not accepting any type of recordings. These guidelines may be revised in the future to address additional concerns with ongoing closures. We appreciate your patience as we get through this together, and urge you to contact your WFG underwriter should you have any questions.

Thank you,

Lisa Vesperman Still, Esq.
MA State Counsel
New England Underwriter
lstill@wfgnationaltitle.com
Direct Line: 781-660-3078

NOTE: This Bulletin is for the sole purpose of establishing underwriting positions and policies reflecting WFG National Title Insurance Company's best business judgment. The information contained in this Bulletin is intended solely for the use of employees of WFG National Title Insurance Company, its title insurance agents and approved attorneys. Disclosure to any other person is expressly prohibited unless approved in writing by the WFG National Title Insurance Company's Underwriting Department.

The Agent may be held responsible for any loss sustained as a result of the failure to follow the standards set forth above.