

Date: May 1, 2020

To: All Texas Agents

From: FNTI Underwriting Department

RE: Supplement to Bulletin 2020-2: COVID-19 Pandemic Best Practices

Governor Abbott has **temporarily** suspended the statute concerning appearance before a notary public to acknowledge real estate instruments, such as mortgages. This suspension temporarily allows for appearance before a notary public via videoconference when executing such documents. The link for the press release: <https://gov.texas.gov/news/post/governor-abbott-temporarily-allows-for-appearance-before-notary-public-via-videoconference-for-real-estate-instruments>

Based on the Governor's suspension, FNTI will temporarily accept for insuring purposes real estate instruments, notarized by a traditional notary, via use of video conferencing platforms such as FaceTime, skype and zoom, under the following conditions:

1. The notary public shall verify the identity of a person signing the instrument at the time the signature is taken by using two-way video and audio conference technology.
2. The notary public will verify identity by either personal knowledge of the signing person, or by analysis based on the signing person's remote presentation of a government-issued identification credential, including a passport or driver's license, which contains the signature and a photograph of the person. A scanned copy of the signing person's identification credential should be received by the title company and maintained as part of the guaranty file.
3. The notary public must view the person sign the instrument via the video conferencing platform being utilized.
4. During the two-way audio-video communication, the notary public and signing person shall attest to being physically located in Texas.
5. During the two-way audio-video communication, the signing person shall affirmatively state what documents are being signed.
6. A recording of the two-way audio-video communication of the notarial act shall be kept by the notary public for two years from the date of the notarial act.
7. The signing person shall send the original signed documents by courier, U.S. Mail, or overnight carrier directly to the notary public for the notary public to sign and to affix the official stamp or seal.
8. The official date and time of the notarization shall be the date and time when the notary public witnessed the signing of the instruments.
9. The document shall include, whether in the notarial certificate, a jurat, or an acknowledgment, language substantially similar to the following: **"This notarization involved the use of two-way audio-video communication pursuant to the suspension granted by the Office of the Governor on April 27, 2020, under Section 418.016 of the Texas Government Code."**

This Underwriting Bulletin becomes a part of the principles and practices with which you are to comply under the terms of your Underwriting Agreement with First National Title Insurance Company. Should the content of this bulletin address the closing and escrow function, this information should be considered a directive and part of the principles and practices if non-compliance would result in liability to FNTI under either the insured closing service letter or policy of title insurance notwithstanding that the Underwriting Agreement does not include the closing and escrow functions of your agency.

10. Lender consent must be obtained in advance for use of this process if the person signing is their borrower.
11. This suspension shall not be applicable to a Home Equity Loan and/or Reverse Mortgage transaction, in which case it must still be executed and notarized at the title company office for insuring purposes.

This suspension will remain in effect until the earlier of May 30, 2020, or the termination of the March 13, 2020 disaster declaration. Any document acknowledged while this suspension is in effect, and in accordance with its terms, shall be considered duly acknowledged and fully compliant with Texas law after the termination of the suspension.

If you have any questions or comments, please do not hesitate to contact an underwriter for assistance.

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