



Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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ATG® Town Hall Meeting

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop

ATG Services Available During Shelter in Place



Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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Introduction from ATG President Peter Birnbaum ...

- **For 56 years, ATG has faced and overcome many challenges in service of our mission to be the premier lawyer service organization.**
 - Vietnam and civil unrest in the 60s
 - Watergate in the 70s
 - Crippling interest rates and unemployment in the 80s
 - Federal budget crisis in the 90s
 - Terrorist attacks of 9/11 in 2001
 - Collapse of financial and housing markets in 2008

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Introduction from ATG President Peter Birnbaum ...

- **Despite these challenges, ATG has not only survived but flourished.**

Introduction from ATG President Peter Birnbaum ...

- **Today, we face an unprecedented crisis – one that is evolving as we speak.**
- **Working together with you, our beloved members, we will face this crisis and in so doing will play an important role in sustaining the economy.**

Introduction from ATG President Peter Birnbaum ...

- **During the Shelter in Place and Safer at Home emergency actions in place by the governors in the states we serve, ATG is generally exempt as an “essential business and operation.”**
- **As such, we face the challenge of continuing to deliver services in an environment where consumers are generally immobile.**

Introduction from ATG President Peter Birnbaum ...

- **Since the very beginning of this crisis, your ATG team, under the magnificent leadership of Christine Sparks, has mobilized using both remote work technology and innovative solutions at our closing locations.**

Introduction from ATG President Peter Birnbaum ...

- Our devoted members have been in constant communication, working with us to ensure the ability to serve clients.

Introduction from ATG President Peter Birnbaum ...

- **Excerpt from a recent message to ATG Family of Companies staff:**
 - *I have never been so proud to be a part of a team. A team so willing to make extraordinary sacrifices, crafting innovative solutions to ensure the continuity of our business, while at the same time protecting the health and safety of our employees, our members, and other stakeholders.*

Introduction from ATG President Peter Birnbaum ...

- **Today, we will walk you through the innovations we have in place and we invite your input on to how we can continue to face the challenges ahead.**

Closing Real Estate Transactions While Following CDC Guidelines

Closing Real Estate Transactions While Following CDC Guidelines

- **Arriving to a Closing**

- Use hand sanitizer and/or wash hands.

Closing Real Estate Transactions While Following CDC Guidelines

- **Symptomatic Clients**

- Guests with coronavirus symptoms are not permitted to enter ATG offices.

- **Unnecessary Parties**

- For the safety of all our customers and employees, we ask all parties who do not need to be at a closing to refrain from attending.

Visitor Health Screening Questionnaire



Visitor Health Screening Questionnaire

As concern over the COVID-19 coronavirus continues to grow, the mortgage finance industry and the National Notary Association is instituting new temporary recommendations and guidance for both Signing Agents and signers/borrowers to reduce the risk of exposure.

Please complete and sign this screening questionnaire and submit it to your contracting party before this signing assignment. Your participation is essential to help us take precautionary measures to protect you and everyone in this setting.

BORROWER'S NAME BORROWER'S MOBILE/HOME PHONE NUMBER

CONTRACTING COMPANY

SIGNING APPOINTMENT ADDRESS

SELF-DECLARATION BY BORROWER		
If the answer is "yes" to any of the following questions, Notary services will be denied.		
Have you or household family members returned from international travel within the last 14 days?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you or household family members had close contact with or cared for someone diagnosed with COVID-19 within the last 14 days?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you or household family members experienced any cold or flu-like symptoms in the last 14 days (fever, cough, sore throat, respiratory illness, difficulty breathing)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

BORROWER SIGNATURE DATE

TO BE COMPLETED BY CONTRACTING COMPANY Access to setting (circle one): Approved Denied

National Notary Association | Updated 3/13/2020

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Visitor Health Screening Questionnaire



Visitor Health Screening Questionnaire



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National Notary Association | Updated 3/13/2020

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Visitor Health Screening Questionnaire



Visitor Health Screening Questionnaire

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BORROWER SIGNATURE _____

DATE _____

TO BE COMPLETED BY
CONTRACTING COMPANY

Access to setting (circle one):

Approved

Denied

National Notary Association | Updated 3/13/2020

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Closing Real Estate Transactions While Following CDC Guidelines

■ Post-Closing Disinfecting

- Chairs
- Table
- Door handle

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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Closing Real Estate Transactions While Following CDC Guidelines

▪ Closing Table Items

- Remove non-essential items
 - pens
 - paper
 - extra reading glasses
 - other items normally found on the closing tables
- Distribute new pens
 - dispose or send home with clients
 - do not re-use

Closing Real Estate Transactions While Following CDC Guidelines

▪ Lobby Items

- Remove:
 - reading materials
 - ceramic mugs
 - other re-usable items

Closing Real Estate Transactions While Following CDC Guidelines

- **Children's Play Areas**
 - Remove and place in storage.

Closing Real Estate Transactions While Following CDC Guidelines

- **Hand Sanitizer**
 - Provide hand sanitizer in closing spaces.
 - If not available, employees and visitors wash their hands before and after closing.

Closing Real Estate Transactions While Following CDC Guidelines

- **General Environmental Cleaning**
 - After-hours cleaning with germ-killing solutions

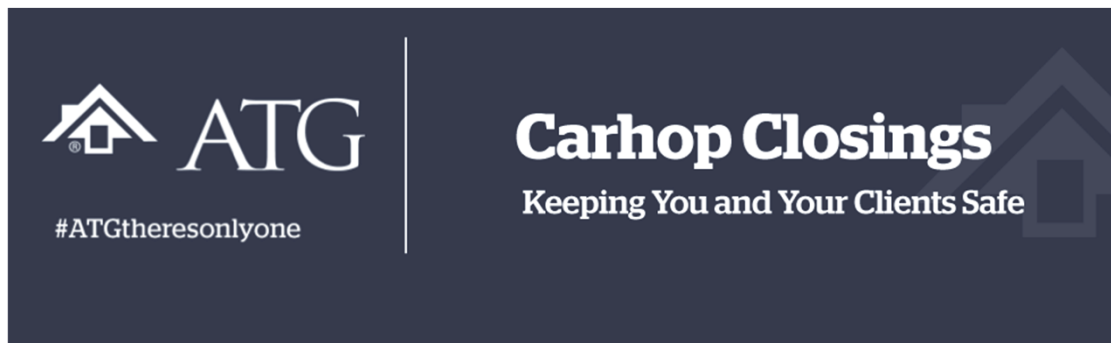
Closing Real Estate Transactions While Following CDC Guidelines

- **Social Distancing**
 - Stay six feet from others.

Closing Real Estate Transactions While Following CDC Guidelines

- **Workforce Dispersion**

- Invest in technology for employees to work from remote locations.



Chicago Area, Downstate, and Wisconsin

ATG Carhop Closing Services

- **Schedule Your ATG Carhop Closing**
 - **Chicago Area:**
 - Use **ATG GO**
 - Call Closing Services at **312.372.1585**
 - **Champaign County:**
 - Call Meagan Svymbersky at **217.403.0095**
 - **Metro East Area:**
 - Call Carrie Roberts at **618.277.9440**
 - **Wisconsin:**
 - Call **262.347.0102**
 - **NLT:**
 - Contact NLT location directly.

ATG Carhop Closing Services

- **ATG will confirm that lender authorizes DocuSign signatures.**
 - Documents sent to the buyer and the buyer's lawyer for review.
 - Non-notary documents can be pre-signed electronically.

ATG Carhop Closing Services

- **When Arriving at ATG Carhop Closing Site**
 - Borrower calls ATG office.
 - Closer conducts curbside verification of identity.
 - Borrower signs documents that require “wet-ink” signatures.

ATG Carhop Closing Services

- **Closer notarizes and processes executed documents.**
- **ATG returns closing packages via email.**

ATG Carhop Closing Services

- **Other Options for Notary Documents**

- Make an appointment with an ATG office prior to closing to have items notarized (this can be done following Carhop procedures); or
- Deliver pre-signed and notarized documents to closing.
 - ATG can provide courier labels.

ATG Carhop Closing Services

- **If the lawyer or client prefers that all documents are signed with wet-ink signatures, we can accommodate that request.**

DocuSign Services for Seller's Attorneys/Title Agents

DocuSign Services for Seller's Attorneys/Title Agents

- **If ATG is the Settlement Agent, we will:**
 - tag seller documents that don't need a wet-ink signature
 - return them to the ATG Member and the seller

DocuSign Services for Seller's Attorneys/Title Agents

- **Send Seller Documents to docusign@atgf.com**
 - Once seller has e-signed documents, ATG will have them for the closing.
- **Wet-ink and notarized documents still need to be executed in person.**

DocuSign Services for Seller's Attorneys/Title Agents

- **If the ATG agent is the Settlement Agent, we will have OnDemand training available soon:**
 - instruction on how to create a DocuSign account
 - training on how to tag documents within DocuSign

Recording Office Closings and Underwriting Standards

Recording Office Closings and Underwriting Standards

- **Information on Illinois County Recorder Office Closures**
 - <https://www.illinoislandtitle.org/wp-content/uploads/2020/03/COVID-19-County-Recorder-Office-Information11.pdf>
 - or
 - <https://tinyurl.com/ILRecorders>

Recording Office Closings and Underwriting Standards

▪ E-Recording or Drop-Off

- If you can complete the recording process through e-recording or drop-off, you may close your transaction as normal.

Recording Office Closings and Underwriting Standards

▪ E-Recording or Drop-Off

- ATG currently works with EPN and Simplifile for e-recording.
- Each county must agree to accept documents from vendor.
 - Check with your county.
- Set up an account with vendor directly to allow you to e-record.

Recording Office Closings and Underwriting Standards

▪ E-Recording or Drop-Off

- Never allow ACH withdrawal from your Escrow Account.
- Transfer money to a non-escrow account.

Recording Office Closings and Underwriting Standards

▪ If E-Recording or Drop-Off are Not Available

- When e-recording or drop-off are not available or you do not have municipal revenue stamp, ATG will continue to insure titles through the ultimate recording date of the deed, mortgage, or other insured title document, under the following conditions:

Recording Office Closings and Underwriting Standards

▪ If E-Recording or Drop-Off are Not Available

– (Conditions):

1. Execute an agreement indicating all parties, including lenders, acknowledge that neither ATG nor its title agents can provide any estimate as to the date of recordation of such title documents. The COVID-19 Indemnity and Hold Harmless Agreement (ATG Form 3077) includes written acknowledgments for execution by sellers, buyers, and borrowers, as applicable. Satisfactory acknowledgments by lenders may be indicated through closing instructions or by email confirmation, to be retained in your file.
 - (It is good practice to get the COVID-19 Indemnity and Hold Harmless Agreement signed by the parties at all closings).

Recording Office Closings and Underwriting Standards

▪ If E-Recording or Drop-Off are Not Available

– (Conditions):

2. Add the following Requirement in Schedule B-1 of the Commitment:
 - *Execution of COVID-19 Indemnity and Hold Harmless Agreement by the parties to the transaction.*

Recording Office Closings and Underwriting Standards

■ If E-Recording or Drop-Off are Not Available

– (Conditions):

3. Add the following Exception to Schedule B of the Commitment:

- *ATG reserves the right to raise additional exceptions, requirements or to decline to issue a title policy based on changes in recording and title searching capabilities due to the COVID-19 Pandemic.*

COVID-19 Indemnity and Hold Harmless Agreement

ATG Form 3077 (page 1 of 2)

SAMPLE ATTORNEYS' TITLE GUARANTY FUND, INC.
COVID-19 INDEMNITY AND HOLD HARMLESS AGREEMENT

Property Address: _____ Buyer(s): _____
City, State, Zip: _____ Seller(s): _____
Date of Closing: _____ Lender: _____
Commitment No.: _____

As a result of the COVID-19 Pandemic, several State, County, and Municipal governmental offices have closed. The recording and processing of deeds, mortgages, and other documents has been impacted. In addition, the purchase of municipal revenue stamps may be impacted.

Although Attorneys' Title Guaranty Fund, Inc. ("ATG") is willing to continue to insure title for purchasers and lenders through the ultimate recording date of the deed, mortgage, or other insured title document, neither ATG nor its members can provide any estimate as to the date of recording of such title documents.

NOW THEREFORE, as a result of the aforementioned closures to State, County, and Municipal offices and access restrictions to the same, and as an inducement to issue its policy or policies of title insurance, the undersigned agree as follows: (Member) or ATG to close the transaction and to ATG to

Buyer(s)/Borrower(s) affirm:

- Buyer(s)/Borrowers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Buyer(s)/Borrowers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
- Buyer(s)/Borrowers agree to neither allow nor take any action following settlement that may result in a lien, encumbrance, or other matter adversely affecting title being placed against the title to the Property, in the event any defect, lien, or encumbrance falling within the coverage of the Policy arises or occurs between the date of settlement and the date of the recording of the mortgage, deed, or other title document. Buyer(s)/Borrowers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Member and ATG against all expenses, costs, and attorneys' fees that may arise out of Buyer(s)/Borrowers' failure to so remove or otherwise dispose of any such liens, encumbrances, or adverse matters of title to the satisfaction of ATG.

Seller(s) affirm:

- Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Sellers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
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Buyer(s)/Borrower(s) understand and agree:

- Neither Member nor ATG can provide any estimate as to the time of recording of the deed, mortgage, or other title documents.
- Among other things, Buyer(s)/Borrowers may not be able to refinance or sell the Property or provide recorded evidence of title to the Property until the time that the deed or title document is recorded.

COVID-19 Indemnity and Hold Harmless Agreement

ATG Form 3077 (page 1 of 2)

SAMPLE

ATTORNEYS' TITLE GUARANTY FUND, INC.

COVID-19 INDEMNITY AND HOLD HARMLESS AGREEMENT

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City, State, Zip: _____ Seller(s): _____
Date of Closing: _____ Lender: _____
Commitment No.: _____

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NOW THEREFORE, as a result of the aforementioned closures to State, County, and Municipal offices and access restrictions to the same, and as an inducement to _____ ("Member") or ATG to close the transaction and to ATG to issue its policy or policies of title insurance, the undersigned agree as follows:

Buyer(s)/Borrower(s) affirm:

- Buyers/Borrowers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; Buyers/Borrowers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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COVID-19 Indemnity and Hold Harmless Agreement

ATG Form 3077 (page 1 of 2)

SAMPLE

ATTORNEYS' TITLE GUARANTY FUND, INC.

COVID-19 INDEMNITY AND HOLD HARMLESS AGREEMENT

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City, State, Zip: _____ Seller(s): _____
Date of Closing: _____ Lender: _____
Commitment No.: _____

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- Buyers/Borrowers agree to neither allow nor take any action following settlement that may result in a lien, encumbrance, or other matter adversely affecting title being placed against the title to the Property. In the event any defect, lien, or encumbrance falling within the coverage of the Policy arises or occurs between the date of settlement and the date of the recording of the mortgage, deed, or other title document, Buyers/Borrowers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Member and ATG against all expenses, costs, and attorneys' fees that may arise out of Buyers/Borrowers' failure to so remove or otherwise dispose of any such liens, encumbrances, or adverse matters of title to the satisfaction of ATG.

Seller(s) affirm:

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Buyer(s)/Borrower(s) understand and agree:

- Neither Member nor ATG can provide any estimate as to the time of recordation of the deed, mortgage, or other title documents.
- Among other things, Buyers/Borrowers may not be able to refinance or sell the Property or provide recorded evidence of title to the Property until the time that the deed or title document is recorded.

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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COVID-19 Indemnity and Hold Harmless Agreement

ATG Form 3077 (page 2 of 2)

The undersigned affirm(s) under the penalties of perjury and upon personal knowledge that the statements in this Affidavit are true and that this Affidavit is executed in order to induce Member or ATG to make and complete settlement on the Property and to induce ATG to issue a policy or policies of title insurance, insuring title to the Property.

SELLER(S)

Signature _____

Name (Print) _____

Signature _____

Name (Print) _____

STATE OF _____ SS

COUNTY OF _____

Subscribed and sworn before me this

Day _____ day of _____ Month _____ Year _____

Notary Public

My commission expires: _____

BUYER(S)/BORROWER(S)

Signature _____

Name (Print) _____

Signature _____

Name (Print) _____

STATE OF _____ SS

COUNTY OF _____

Subscribed and sworn before me this

Day _____ day of _____ Month _____ Year _____

Notary Public

My commission expires: _____

ATG FORM 3077
6-1-2019 (2/20)

FOR USE IN ALL STATES
Page 2 of 2

Recording Office Closings and Underwriting Standards

- Please contact an ATG Underwriter for guidance if you are unable to obtain payoff letters or other title clearance due to government or municipality office closures.

Recording Office Closings and Underwriting Standards

- **Make certain the instructions do not commit you to record documents or issue policies within a specified time period.**

Recording Office Closings and Underwriting Standards

- **Significant Increase in Title Insurance Risk Factors**
 - Give careful consideration to:
 - bankruptcy risk
 - lack of constructive notice to third parties
 - enforceability of the gap indemnification
 - Where there is significant risk associated with the gap period, contact an ATG Underwriter.

Recording Office Closings and Underwriting Standards

▪ For All Transactions

- Continue to follow all other underwriting guidelines, including conducting a gap search before closing.
- All other Requirements must be satisfied prior to or upon closing as in any normal case.

ATGO  Video Conferencing

Powered by

zoom



ATG GO Video Conferencing – Powered by Zoom

- **New Service for Active ATG Member Agents**

- **Benefits**

- Instantly schedule private meetings with clients.
- Meet face-to-face in a secure, safe environment.
- Explain and review closing documents.
- When applicable, advise clients to e-sign documents via DocuSign, or wet sign using ATG Carhop Closing service.
- Attend from anywhere.

ATG GO Video Conferencing – Powered by Zoom

- **Overview of How It Works**

- Schedule a time using the ATG Video Conferencing Center.
 - <https://conference.atgf.com>
 - 30-, 60-, and 90-minute time slots available
- You and your clients will receive e-mail notification with meeting link.
- Click link at the scheduled meeting time and follow prompts.

ATG GO Video Conferencing – Powered by Zoom

Use ATG GO Video Conferencing to
Meet with Clients and Review Documents



Request Your Meeting



Receive Email Invites



Connect to Your Client

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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Remote Online Notarization

Real Estate Closings During the COVID-19 Pandemic: Keeping Lawyers in the Loop



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Remote Online Notarization (RON)

Overview of how it works

- **Illinois**
 - Executive Proclamation
- **Federal**
 - Securing and Enabling Commerce Using Remote and Electronic Notarization Act of 2020 (SECURE Notarization Act) would authorize every notary in the United States to perform remote online notarizations.
- **Wisconsin**
 - Emergency Guidance on Remote Notarization

How Remote Online Notarization Works

- **Online notary and borrower(s) meet and electronically sign entire loan package and title documents via secure webchat.**
 - Lenders authorizing RON will establish a relationship with a RON provider for handling their documents.

How Remote Online Notarization Works

- **Settlement Agents coordinate with lender and RON provider to upload all documents prior to transaction for review prior to notary appointment.**

How Remote Online Notarization Works

- **Borrower(s) log into RON provider platform, authenticate identity, and complete signing in an online session with remote notary.**
 - Some RON platforms allow additional parties to join these sessions, others do not.

How Remote Online Notarization Works

- When online signing is complete, all parties are notified and have access to executed documents.
- Settlement Agent proceeds and disburses as usual.

How Remote Online Notarization Works

- Full RON transactions can take place only in counties that accept e-recording transactions.
 - All others will follow a hybrid model requiring wet-ink signatures on recording documents.

Illinois Executive Order in Response to COVID-19

Notary and Witness Guidelines



March 26, 2020

EXECUTIVE ORDER IN RESPONSE TO COVID-19
(COVID-19 EXECUTIVE ORDER NO. 12)

Illinois Executive Order in Response to COVID-19

- Authorizes remote online notaries by two-way audio video communication.

Illinois Executive Order in Response to COVID-19

■ Requirements

- Notary and customer must both be located in Illinois.
- Must be done by electronic audio/video communication that allows two-way, real time interaction between notary and customer.
- Resolution must be clear enough that IDs and documents can be examined.

Illinois Executive Order in Response to COVID-19

■ Requirements

- Audio/video communication must be recorded and retained for a period of at least three (3) years.
- Customer must review and initial every page of every signed document.
- If the county the property is located in does not allow electronic recording, the online notarized documents may be printed and recorded.

Illinois Executive Order in Response to COVID-19

▪ ATG Underwriting Guidelines

- ATG will insure documents that were notarized by RON online when the RON occurred with the following platforms:
 - Notarize
 - NotaryCam
 - Pavaso
 - Nexsys

Illinois Executive Order in Response to COVID-19

▪ ATG Underwriting Guidelines

- ATG is investigating other platforms.
- The platforms approved are known to have these safeguards:
 - Required consent from the customer
 - Multifactor authentication of identity for each customer
 - Tamper-evident notary seals
 - Secure transmission of data

Illinois Executive Order in Response to COVID-19

▪ ATG Underwriting Guidelines

- ATG will not insure documents using RON from:
 - FaceTime
 - Skype
 - Zoom
- Those tools may be useful for other aspects of transactions during this time, but not for notarization.

Illinois Executive Order in Response to COVID-19

▪ ATG Underwriting Guidelines

- Anyone signing a document pursuant to RON must be a U.S. citizen or permanent resident.
- Anyone signing a document pursuant to RON must pass the multi-factor authentication administered by the RON vendor platform.
- The lender must approve in writing for the transaction to close using RON.
 - In their closing instructions or other written communication.
 - Settlement Agent must retain a copy of the above authorization.

Illinois Transaction – Out of State Notaries

▪ **ATG Underwriting Guidelines**

- ATG will insure transactions that utilize an out-of-state notary for the remote online notarization.
 - Pursuant to Section 20 of the Conveyances Act (765 ILCS 5/20).
 - The out-of-state notary must complete the notarization through one of the approved platforms.

Wisconsin Remote Online Notarization Emergency Guidelines

- **On March 3, 2020, Wisconsin enacted legislation that authorized Remote Online Notarization.**
 - The legislation provided the framework for RON, but there was additional rulemaking to take place before it was to go into effect.
- **On March 18, 2020, in response to COVID-19 pandemic, the Wisconsin Department of Financial Institutions issued emergency guidance to allow RON transactions.**

Wisconsin Remote Online Notarization Emergency Guidelines

- **The Wisconsin Department of Financial Institutions has approved the following vendors:**
 - Notarize
 - NotaryCam
 - Pavaso
 - Nexsys

Avoiding COVID-19 Phishing Scams

Avoiding COVID-19 Phishing Scams

- **COVID-19 pandemic has resulted in mass email attacks from hackers posing as legitimate sources.**

Avoiding COVID-19 Phishing Scams

- **Be Watchful and Check Sources**
 - Hackers use emotion-driven emails to get people to act quickly, without thinking.
 - As usual practices evolve to meet unusual demands, staff and systems may be vulnerable.

Avoiding COVID-19 Phishing Scams

▪ Steps to Decrease Risk of Being Victimized

- Provide clear instructions to staff.
- Use technology from familiar vendors.
- Keep your hardware up to date.
 - Stay current on software updates and patches.
- Utilize multi-factor authentication everywhere.

Avoiding COVID-19 Phishing Scams

▪ Watch for Red Flags

- Check subject header and domain name for errors.
- Look for spelling and grammar mistakes.
- Before clicking links, hover over them with your cursor to confirm they are legitimate.
- Don't respond to companies or people you don't know.
- Never give out personal information through email.

Stay Updated

- Watch your email and go to www.atgf.com for procedural updates and breaking news.



COVID-19 Updates

- <https://www.atgf.com/tools-publications/covid-19-updates>





ATG

ATTORNEYS' TITLE GUARANTY FUND, INC.