



WELCOME TO TALBROOK

Talbrook II Escrow Corporation is an independent escrow company that has the reputation of placing the customer first.

Attention to detail and quality service is what helped us build and maintain a great relationship with our client. We have been servicing clients for over 25 years in Orange, Los Angeles, Riverside and San Bernardino counties from our locations in Fountain Valley, Upland and Brea.

Our highly experienced escrow staff is ready to assist you with all residential and commercial Real Estate escrow transactions including REO/Bank owned and Short Sales.

We also provide:

- Personal Service
- Electronic Documents
- Web Access
- Email
- Competitive Rates

We have an outstanding 99.6% Positive Feedback rating from our customers! We would really like to include you on our list of satisfied customers.

We look forward to providing you with excellent service.

John Goodwin
Director of Operations
Talbrook II Escrow Corp.

Upland
450 North Mountain Ave., Suite C
Upland, California 91786
(909) 949-9738 • Fax (909) 946-9321

Fountain Valley
10061 Talbert Ave., Suite 102
Fountain Valley, California 92708
(714) 964-2244 • Fax (714) 964-4344

Brea
451 West Lambert, Suite 213
Brea, California 92821
(714) 529-9200 • (714) 529-9212

What Is Escrow?

Escrow is a transaction where one person delivers something of value to a third person, to be held until the happening of a specified event or condition, upon which it is then delivered by the third person to another. Both parties to a real estate transaction entrust legal documents and various funds to the escrow holder, which transfers the papers and funds upon the closing of escrow. As a neutral third party, both buyer and seller are assured that all mutually agreed to terms are met before the transaction is completed.

Convenience

Using the escrow holder as a common depository, the buyer and seller can proceed simultaneously in providing funds, deeds, inspection reports, insurance information, and other required documents. Both parties give written instructions, the requirements of which must be met before the transaction is complete, to an experienced escrow officer. Lenders also specify their conditions for completing the loan process. Provided that the instructions are clear and mutually consistent, the escrow officer, as a limited agent for all parties, saves time in the closing process.

Protection

The authority given to an escrow holder is strictly limited by instructions provided by the buyer and seller. The escrow officer is authorized by instructions to allocate funds for items during the escrow period, such as real estate commissions, title insurance, liens, recording fees, and other closing costs. Instructions also specify the method of collecting funds, proration of insurance and taxes, and time limitations on settling the transaction. The escrow process protects all parties involved by retaining money and documents until mutual instructions are met.

Confidentiality is another important aspect of escrow. To effectively handle a transaction, your escrow officer must be instructed as to the required terms necessary to close. The officer will discuss escrow matters only with the parties directly involved, specifically the buyer, seller, lender, and real estate agent. No one else has access to this information, except through proper legal procedures. The escrow officer retains impartiality and confidentiality concerning the real estate process.

Closing Escrow

Upon closing, the escrow holder causes the required documents to be recorded and disburses funds according to the instructions given to the escrow officer. Escrow fees are included in these costs, and are based on the sales price of the property, the loan amount, and services required.

Responsibilities of Each Party

The Buyer

- Deposits funds to pay the purchase price, and funds for property and closing costs.
- Provides deed of trust or mortgages needed to secure the loan.
- Arranges for borrowed funds to be deposited into escrow.
- Provides, if required, documents such as inspection reports, insurance policies and lein information to verify compliance to the instructions.

The Seller

- Deposits the deed to the buyer with the escrow holder.
- Provides evidence to meet the buyer's condition of sale, such as proof of repair work and inspections.
- Submits other documents, such as tax receipts, mortgage information, insurance policies, and warranties.

The Lender (When Applicable)

- Deposits loan funds, lender instructions, and other loan documents with the escrow holder.

The Escrow Holder

- Serves as a central depository for funds and documents.
- Obtains a title insurance policy, when required.
- Fulfills the lender's requirements if applicable.
- Secures approval from the buyer on requested documents.
- Prorates insurance, taxes, and rents, as instructed.
- Fulfills buyer and seller instructions.
- Allocates funds for closing costs, and verifies that required funds from each party are deposited into escrow.
- Provide notary services/document signing.
- Once all conditions are met, the escrow holder causes the necessary documents to be recorded. Executed loan documents are forwarded to the lender.

An escrow is created when money and/or documents are deposited by two or more persons with a third party which are to be delivered upon the happening of certain conditions. The third party is known as the escrow agent or escrow holder.

The authority given to an escrow holder is strictly limited by instructions provided by the parties involved. Consequently, an escrow holder acts on mutual instructions deposited into escrow and DOES NOT represent any party. The escrow officer is authorized by instructions to allocate funds for items during the escrow period, such as real estate commissions, title insurance, liens, recording fees and other costs. Instructions also specify the method of collecting funds, proration issues, time limitations and all the terms of the transaction. The escrow process protects all parties involved by retaining money and documents until the mutual instructions are met.

The statutory definition of escrow is found in Section 17003 of the California Financial Code and reads as follows:

‘Escrow’ means any transaction wherein one person for the purpose of effecting the sale, transfer, encumbering, or leasing of real or personal property to another person, delivers any written instrument, money, evidence of title to real or personal property, or other thing of value to a third person to be held by such third person until the happening of a specified event or the performance or a prescribed condition, when it is then to be delivered by such third person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor, or any agent or employee of any of the later.

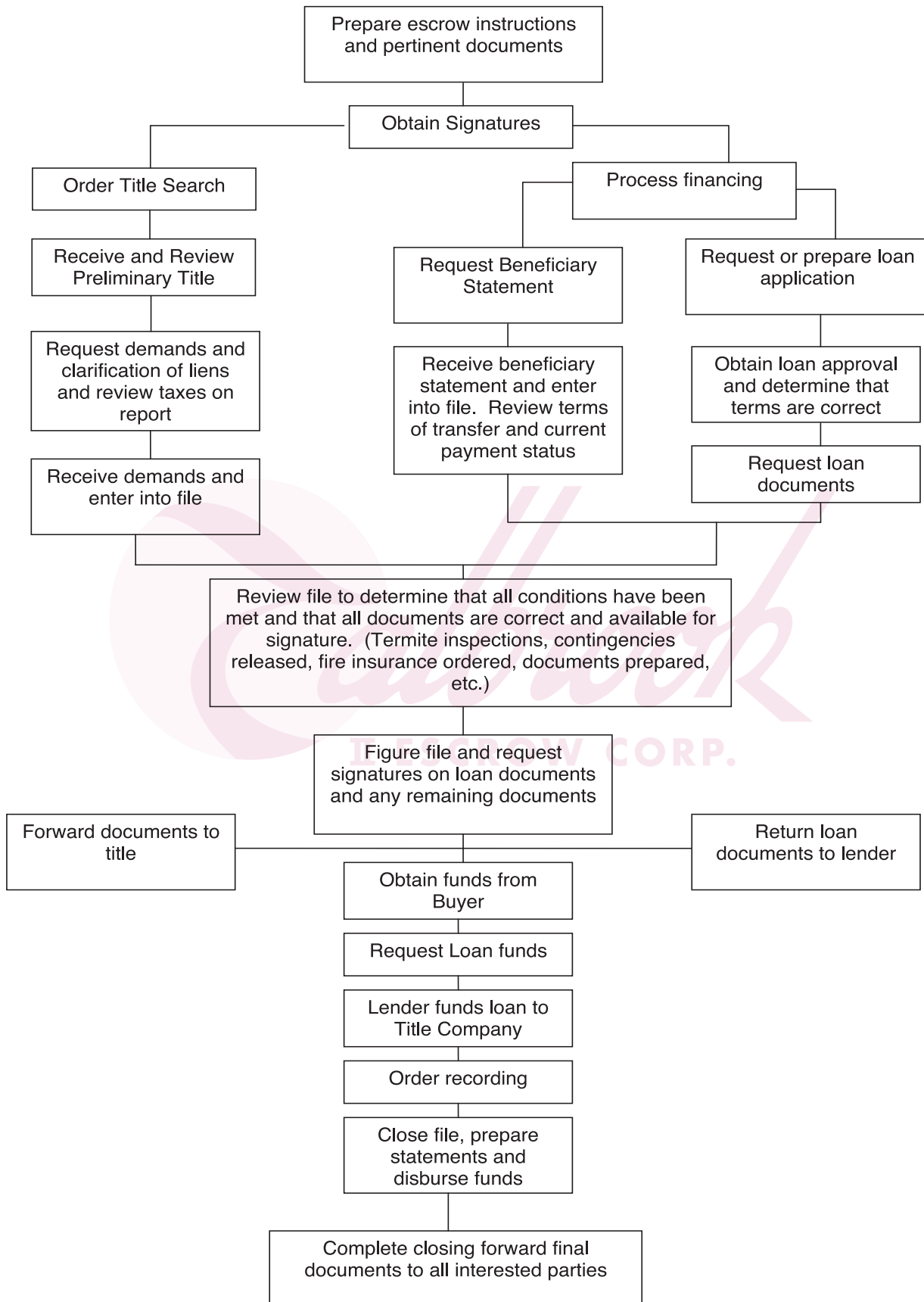


Knowing the Difference is Important!

All escrow companies in California can be classified into two basic categories: “Licensed” or “Controlled”. Licensed escrow companies are independent businesses licensed by the California Department of Corporations. Controlled escrow companies are non-licensed businesses that can be owned by a variety of entities, including real estate brokers, mortgage bankers, banks, savings and loans, and title insurance companies. Talbrook II Escrow Corporation is an independent escrow company licenses by the California Department of Corporations.

*Make an informed decision
when choosing an escrow
company!*

	Independent Escrow Companies	Broker-owned Escrow Departments	Title Company Escrow Departments
Fidelity Bond Required	YES	NO	NO
Manager Requirements	5 yrs. as Escrow Officer	NO	NO
Escrow License Required	YES	NO	NO
Background Investigation by the Department of Justice for all Employees	YES	NO	NO
Financial Stability Requirements	YES	NO	NO
Net Worth Requirements	YES	NO	NO
Trust Funds Insured	YES	NO	NO
Annual CPA Audit Required	YES	NO	NO
Regular Operation Procedure Audit by the Department of Corporations	YES	NO	NO



**Second Installment
January 1 - June 30**

**COMPUTING
DELINQUENT
PENALTIES**
(Continued from Dec. 10)

April 10 to June 30
One or both installments
delinquent

ADD 10% Penalty

Add \$10.00 Cost

**First Installment
July 1 - December 31**

July 1
One or both installments
delinquent

ADD 10% Penalty

ADD \$10.00 Cost

**ADD \$15.00
Redemption Charge**

ADD 1.5% per monthly

Dec. 10 to April 10
First Installment Delinquent
ADD 10% Penalty

IMPORTANT DATES

February 1	2nd Installment Due
March 1	Assessment Date
March 1	Taxes on Unsecured Roll Due
April 10	2nd Installment Delinquent
April 15	Last day to file Homeowners, Veterans and Senior Citizens exemptions.
June 8	Publication date for delinquent taxes
July 1	Beginning of fiscal year to July 1 of the following year
July 1	Properties with delinquent taxes sold to the state
July 1	Owners to be informed of new values
July (1 st Monday)	Assessment Appeals Board
September (mid)	Tax Rates Set
October (last week)	Tax Bills Mailed
November 1	First Installment Due
December 10	First Installment Delinquent

CONCURRENT – CO-OWNERSHIP INTERESTS

	COMMUNITY PROPERTY	JOINT TENANCY	Community Property with Right of Survivorship	TENANCY IN COMMON	TENANCY IN PARTNERSHIP
Parties	Only husband and wife or domestic partners	Two or more persons (may be spouses or domestic partners)	Husband and wife or domestic partners	Two or more persons (may be spouses or domestic partners)	Only partners (any number)
Division	Ownership and managerial interest are equal except control of business is solely with managing spouse/partner	Ownership interest must be equal	Ownership interest is equal	Ownership can be divided into any number of interest equal or unequal	Ownership interest is in relation to interest in partnership
Title	Title is in the "community". Each interest is separate but management is unified	There is only one title to the whole property	Title is in the "community". Each interest is separate	Each co-owner has a separate legal title to his undivided interest	Title is in the "partnership"
Possession	Both co-owners have equal management and control	Equal right of possession	Both co-owners have equal possession	Equal right of possession	Equal right of possession but only for partnership purposes
Conveyance	Personal property (except "necessaries") may be conveyed for valuable consideration without consent of other spouse/partner; real property requires written consent of other spouse/partner, and separate interest cannot be conveyed except upon death.	Conveyance by one co-owner without the others break his joint tenancy	Real property requires written consent of other spouse/partner, and with separate interest cannot be conveyed except upon death	Each co-owner's interest may be conveyed separately by its owner.	Any authorized partner may convey whole partnership property. No partner may sell his interest in the partnership without consent of his copartners
Purchaser's Status	Purchaser can only acquire whole title of community; cannot acquire a part of it	Purchaser will become a tenant in common with the other co-owners in the property		Purchaser will become a tenant in common with the other co-owner in the property	Purchaser can only acquire the whole title
Death	On co-owner's death, 1/2 belongs to survivor in severalty 1/2 goes by will to decedent's devisees or by succession to survivor	On co-owner's death, his interest ends and cannot be deposited of by will. Survivor owns the property by survivorship	On co-owners death the entire tenancy remains to the survivor. This right of survivorship is one of the primary incident of community property with right of survivorship	On co-owner's death his interest passes by will to his devisees or his heir. No survivorship right	On partner's death, his partnership interest passes to the surviving partner pending liquidation of the partnership. Share of deceased partner then goes to his estate
Successor's Status	If passing by will, tenancy in common between devisee and survivor results	Last survivor owns property in severalty	If passing by Will, tenancy in common between devisee and survivor results	Devisee or heirs become tenants in common	Heirs or devisees have rights in partnership interest but not in the specific property.
Creditor's Rights	Property of community is liable for contracts of either spouse/partner which are made after marriage and prior to or after January 1, 1975. Co-owner's interest can't be sold separately: whole property may be sold on execution to satisfy creditor	Co-owner's interest may be sold on execution sale to satisfy creditor. Joint tenancy is broken, creditor becomes tenant in common	Property of community is liable for contracts of either spouse/partner which are made after marriage and prior to or after January 1, 1975. Co-owner's interest can not be sold separately; whole property may be sold on execution to satisfy creditor	Co-owner's interest may be sold on execution sale to satisfy his creditor. Creditor becomes tenant in common	Partner's interest cannot be seized or sold separately by his personal creditor but his share of profits may be obtained by a personal creditor. Whole property may be sold on execution sale to satisfy partnership creditor
Presumption	Strong presumption that property acquired by husband and wife/domestic partners is community property	Must be expressly stated. Not favored		Favored in doubtful cases except husband and wife/domestic partners case	Arise only be virtue of partnership statue in property placed in partnership



OPEN ESCROW FORM

Initial Deposit \$ _____
 Balance of Cash \$ _____
 New First TD \$ _____
 New Second TD \$ _____
 Total Consideration \$ _____

Property Address: _____

Seller's Name(s): _____

Present Address: _____

Phone No.: Home: _____ Work: _____

Future Mailing (if known): _____

Mail Direct to Seller: _____ Mail C/O Agent: _____

Buyer's Name(s): _____

Present Address: _____

Phone No.: Home: _____ Work: _____

Future Mailing (if known): _____

Mail Direct to Buyer: _____ Mail C/O Agent: _____

Listing Office: _____

Agent: _____

Commission Percentage/Dollar Amount: _____

Address: _____

Phone No(s): Office _____ Home Office: _____ Cell: _____

Other: _____ E-Mail: _____

Selling Office: _____

Agent: _____

Commission Percentage/Dollar Amount: _____

Address: _____

Phone No(s): Office _____ Home Office: _____ Cell: _____

Other: _____ E-Mail: _____

New Lender: _____

Address: _____

Phone No.: _____ E-Mail: _____

Payoff Lender: _____

Address: _____

Phone No.: _____ E-Mail: _____

Title Co. _____ Title Rep _____

Address: _____

Phone No.: _____ Order No. _____

Home Warranty: Yes _____ No _____ Home Warranty Company: _____

Coverage Type: _____

HOA: Yes _____ No _____ Name of HOA: _____

Management Co.: _____

Address _____ Phone No.: _____ Fax No.: _____

Monthly Dues: \$ _____

If Multiple HOA Please list: _____

List any other special Terms or Conditions

To open an escrow via fax machine you may complete this form and fax with a copy of your real estate deposit receipt and all counter officers