

TRID: Dialogue on Current Compliance Issues



ANTHONY E. DESANTIS
Old Republic National Title
35 New England Business Center
Andover, MA 01810
Tel: (978) 681-4065
adesantis@oldrepublictitle.com

Anthony DeSantis is Vice President and Underwriting Counsel with Old Republic National Title Insurance Company. Prior to joining Old Republic, Anthony had a private practice concentrating in the areas of real estate and corporate law. He is a frequent speaker on various real estate law issues, having presented programs for the New England Land Title Association, Merrimack Valley Conveyancers Association, Massachusetts Independent Title Examiners Association, MCLE, REBA, and the

real estate law sections of the Worcester County Bar Association, Springfield Bar Association and Essex County Bar Association. Anthony is a graduate of Syracuse University and DePaul University School of Law.



LAURA W. DORFMAN
Needham Bank
1063 Great Plain Avenue
Needham, MA 02492
Tel: (781) 474-5896
ldorfman@NeedhamBank.com

Laura Dorfman is a Senior Vice President at Needham Bank. Her responsibilities include oversight of the bank's residential mortgage and construction-to-permanent lending department. Prior to joining Needham Bank, Laura spent 11 years at East Boston Savings Bank, where she held a similar position. Laura has had a 30-year career, at both community and regional banks, in residential and construction lending, secondary marketing, and consumer lending compliance. A Newton resident, Laura

graduated from Providence College with a B.A. degree and holds a master's degree in business from Bentley University.



MARC HALL
E-Closing
15 Glass Street, Suite 201
Pembroke, NH 03275
Tel: (603) 485-7951
marc.hall@e-closing.com

Marc Hall is Vice President of Sales and Marketing for E-Closing and an active member of ALTA. Marc has been with E-Closing since 2006 and has helped build the company from a small local start-up to a nationwide provider of innovative software for the land title industry. E-Closing is used by thousands of title agents across the continental United States. Prior to working for E-Closing, Marc held a position managing and streamlining the shipping operations for one of the nation's largest wholesale

greenhouses. His operations experience coupled with a formal degree in accounting and finance has helped Marc perform in an advisory role at E-Closing, working with developers and project managers to bring efficient and user friendly products to the market. Marc lives in central New Hampshire with his wife, Amanda, and three children, Isaac, Grace and Alex. In his spare time, Marc enjoys spending time outdoors and playing guitar in a local band.



KOSTA LIGRIS
Ligris + Associates PC
1188 Centre Street, 2nd Floor
Newton, MA 02459
Tel: (617) 274-1500
kligris@ligris.com

Kosta Ligris is the founder of Ligris + Associates PC, prior to which he was an associate attorney at a transactional law firm in Greater Boston, focusing on residential and commercial real estate matters. Kosta obtained his B.S. degree from Boston University's Sargent College of Health Sciences and his J.D., *cum laude*, from Suffolk University Law School. Kosta's real estate experience includes several years as a real estate broker with Coldwell-Banker Hunneman Real Estate (presently Coldwell

Banker Residential Brokerage). He is a licensed instructor by the Commonwealth of Massachusetts' Board of Registration of Real Estate Brokers and enjoys teaching licensing and continuing education courses to real estate professionals throughout the Commonwealth. Kosta has also been a presenter at continuing education seminars for MCLE and is the co-author of *Practice Tips for Residential Real Estate Paralegals*. He receives frequent requests from real estate firms to lecture sales agents and brokers on important and developing topics, on how to build their business and avoid getting into trouble in the field. Kosta's practice concentrates on residential and commercial real estate transactions; he represents buyers, sellers, and developers in the acquisition, sale and development of residential and commercial real estate. He has consulted banks, lenders and real estate firms regarding regulatory compliance with state and federal laws and regulations involving residential lending, including but not limited to TRID and CFPB changes.

TRID – 6 MONTHS LATER

Current Challenges:

Issue(s):

- ***Still have issue of setting realistic expectations in terms of timeline among loan officer, borrower, processing staff, and conveyancing attorney about realistic expectations – still have many requests for “last minute closings”***
- ***Borrowers lack of timely response to document/conditions requests and have difficulty opening up electronic disclosures – makes clearing loan to close and adhering to dates referenced above difficult***

How Addressed:

- ***More frequent staff meetings and review of pipeline reports, limitation of size of bank approved attorney list, creation of “TRID” calendar (discussed below), more reliance on loan officer to effectively communicate with borrower***

Issue(s):

- ***Still experiencing loan origination system (LOS) challenges in terms of minor wording on CD (example -“the word title must appear before each item in section “B” and “H” or investors will not purchase loan), software updates, and timely customer support from LOS vendor***

How Addressed:

- ***We have little control here but have relied on peers using same vendor for support***

Current Challenges Continued:

Issue(s):

- *We have set a six-day timeframe for issuance of CD, even if delivered electronically; however, we find ourselves constantly issuing them three days prior due to change in key dates*
- *Refinances more challenging due to estimated closing date and borrower preference to set/change date*

How Addressed:

- *Creation of common outlook calendar with key dates in put by loan processor at the time of application, in different colors, working backwards from closing date for purchases and 60 days for refinances*
- *Dates include the following: closing date, receipt of CD, email/mail CD, Verbal VOE, clear to close, financing date*

Issue(s):

- *Attorneys seem to be experiencing delays with payoffs/insurance binders which causes delays in receiving seller costs for CD*
- *All parties involved (vendors, lender, attorneys) tend to put purchases before refinances*

How Addressed:

- *Try to give attorneys/borrowers as much notice as possible, (example – six days for electronic disclosure)*
- *Emphasize communication between loan officer and borrower after loan is cleared-to-close (when, prior to TRID, most loan officers were not as involved at this point in the process)*

“TRID” Rider to Offer and Purchase & Sale Agreement

The Buyer and Seller acknowledge that mortgage regulations promulgated by the federal Consumer Financial Protection Bureau (CFPB) effective October 3, 2015, and known as the TRID (TILA-RESPA Integrated Disclosure) Rule, may affect the parties’ ability to close on the date and time specified in this offer and the purchase and sale agreement to be executed thereafter. To provide for possible delays and reasonably to accommodate each other, the Seller and Buyer agree as follows:

a) In the event Buyer’s mortgage lender is unable to close on the closing date set forth in the executed Purchase & Sale Agreement, the closing date may be extended upon written notice from Buyer to Seller for a period not to exceed eight business days, time remaining of the essence. Notwithstanding specification of the extended closing date in Buyer’s written notice, the Buyer retains the right to further extend the closing date by subsequent written notice, provided the extended closing date does not exceed the eighth business day following the original closing date set forth in the Purchase & Sale Agreement.

b) In the event Buyer’s ability to purchase is contingent upon the completion of the sale of Buyer’s present residence, but the closing of Buyer’s present residence is delayed due to TRID regulation compliance, then Buyer shall be entitled upon written notice to a like delay in closing date, not to exceed a period of eight business days, time remaining of the essence. Notwithstanding specification of the extended closing date in Buyer’s written notice, the Buyer retains the right to further extend the closing date by subsequent written notice, provided the extended closing date does not exceed the eighth business day following the original closing date set forth in the Purchase & Sale Agreement.

c) All utility readings (water, sewer, fuel value, etc., as applicable) shall be conducted 10 days prior to the specified closing date. Seller working together with the listing agent (if applicable) shall ensure all readings and adjusted are established on or prior to the 10th day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 10th day. The settlement statement shall reflect payment and adjustments as of the reading date, with the exception of the real estate tax proration, which shall be made as of the closing date. There shall be no further adjustment between the parties unless otherwise agreed. Notwithstanding the above, the parties may agree to estimate the fuel adjustment as of the closing date, employing any reasonable method to determine same.

d) This “TRID” Rider to Offer and Purchase & Sale Agreement” shall form part of this Offer; and shall also form part of the Purchase and Sale Agreement referred to herein, notwithstanding any lack of a specific reference to this “TRID” Rider in the executed purchase agreement.

Buyer/Date

Buyer/Date

Seller/Date

Seller/Date

