



2023 WLTA Seminar
Lynnwood

WTP Study Session

Dan MacMillan

Regional Counsel - FNTG

Washington Title Professional - Purpose

Recognize those individuals who continue to educate themselves and others on current title and escrow matters.

Promote and maintain higher standards in the title insurance profession.

Promote greater pride in the title insurance profession.

Establish education standards for the title insurance profession.

Washington Title Professional - Application

Requirements for the Washington Title Professional (WTP) designation:

5 years of employment with a title insurer or title agent that is a member of the WLTA

Completion of ALTA Ethics course AND either

- a) 20 hours of WLTA seminars or
- b) 10 hours of WLTA seminars and ALTA Title 101 and 201 or 15 hours of WLTA seminars if only one ALTA course has been completed or
- c) 10 hours of WLTA seminars plus other seminars or courses as approved by the WTP Committee

\$75 Application fee.

Washington Title Professional - Exam

100 questions, 75% or better is passing

3 hours to complete

The test can be retaken within one month

Washington Title Professional – Exam Tips

Open Book

Resources: WLTA Manual, Forms, RCWs

Don't leave questions unanswered!

Test Topics

- Deeds and Conveyance Requisites
- Purpose and Effect of the Recording Act
- Constructive Notice/Rights of Parties in Possession
- After Acquired Title
- Vesting/Estates (fee, life estate, joint tenancy, leasehold, etc.)
- Access/Public & Private Roads
- Easement Types; Creation and Termination
- Entities (corporations, LLCs, partnerships, Trusts, etc.)
- Bankruptcy & Receivership
- Litigation/Legal actions (lis pendens, quiet title, dissolution, judgments)
- Condominiums
- Capacity/Authority/Powers of Attorney
- Probate (and Lack of Probate)
- Guardianship/Conservatorship/Gifts to Minors
- Legal descriptions/Boundaries
- Encroachments and Adverse Possession
- Community & Separate Property
- Leaseholds
- Homestead Rights
- CCRs
- Water (tidelands & shorelands/boundaries/riparian rights)
- Lien Types and Priorities
- Foreclosure/Forfeiture
- Real estate taxes/Exemptions
- Indian Lands
- Railroads
- Minerals/Mining Claims
- Commitment/Policy/Guarantees/Endorsement
- Inducements



Question 1: Recording/Notice



1. Grant delivers a deed for valuable consideration to Allan on Wednesday. Instead of immediately recording the deed, Allan goes to the bar to celebrate and over drinks brags to his friend Baker about what a good deal he got on the property. The next day Baker contacts Grant and convinces him to sell the property to Baker instead of Allan. Grant delivers a deed to Baker for valuable consideration which Baker immediately records. That Friday, after recovering from his hang over, Allan records his deed. Who would win in a quiet title lawsuit and why?
- Baker because he paid valuable consideration and recorded his deed first
 - Allan because even though Baker recorded his deed first, Baker had notice of Allan's deed
 - Allan because Baker only acquired the property as part of an illegal scheme

Question 2: Condos

2. When insuring a condominium the best practice is to describe the unit, common elements and limited common elements in the Schedule A description of the Land.

True

False



Question 3: ALTA Forms

3. You are provided a survey that shows a fence encroachment into a utility easement that crosses the property we are being asked to insure under an extended coverage owner's policy. You have raised a Schedule B exception for matters shown on the survey, including the fence encroachment. The proposed insured has requested an ALTA 28.1 endorsement. Which of the following is the best answer?

- Coverage under the ALTA 28.1 over a fence encroachment into an easement is not available for an owner.
- You can issue an ALTA 28.1 but you must except the fence encroachment from coverage under paragraph 4 of the endorsement.
- You can issue the endorsement because a fence does not fall under the definition of improvement in the ALTA 28.1



Question 4: Community and Separate Property

4. Prior to marriage, Mom purchases property as a vendee under a real estate contract. Mom subsequently marries Dad and the real estate contract is fulfilled by Vendor with a deed from Vendor to Mom and Dad. Absent any other evidence of the intent of Mom and Dad, how would this property be characterized?

- The property is the community property of Mom and Dad because the fulfillment deed conveyed the property to them at the time they were married.
- The property is the separate property of Mom because she acquired her vendee interest prior to marriage and there is no evidence that Mom intended to convert the property to community property with the subsequent fulfillment deed



Question 5: Homestead

5. Husband and Wife purchase property. Subsequently Wife deeds her interest in the property to Husband. Sometime later Husband encumbers the property with a deed of trust and Wife does not also sign the deed of trust even though she continues to reside at the property. Eventually Husband and Wife divorce and Wife is awarded the property. The lender then commences foreclosure and Wife objects to the enforceability of the deed of trust because she did not sign to encumber her homestead or community property interest. Which of the following is correct:
- The deed of trust is valid and enforceable because wife extinguished her community property and homestead interest in the property when she deeded to husband
 - The deed of trust is invalid because wife did not sign the deed of trust to encumber her homestead interest



Question 6: Bankruptcy

6. Seller completed a Chapter 7 bankruptcy, was discharged, and the case is now closed. You have raised a Schedule B exception for a judgment that was entered and recorded prior to the bankruptcy. Which of the following is true:

- The judgment exception can be deleted because the debtor was discharged and is no longer responsible for the judgment.
- Although the debtor was discharged the lien of the judgment remains so the exception cannot be deleted. The debtor should reopen the bankruptcy and request an order avoiding lien.



Question 7: TODD

7. Beetlejuice records a transfer on death deed (TODD) to Lydia as grantee. Lydia then dies followed by Beetlejuice. Beetlejuice has one heir, Adam. Lydia has one heir, Delia. Assuming the TODD was valid, who is vested in title when Beetlejuice dies?
- Delia because title would transfer to the heirs of Lydia under the TODD
 - Adam because when Lydia died the TODD lapsed so Beetlejuice's interest would pass to his only heir
 - Neither Adam or Delia because a probate will be required to determine the interests of Beetlejuice's heirs and the heirs of the beneficiary under the TODD



Question 8: Entities and Entity Authority

8. Blackacre, LLC acquired property in 1990 and was dissolved in 1995. You are now being asked to insure a sale of the property. Which of the following should you require to insure a sale the sale?

- Blackacre, LLC must be reinstated with the Secretary of State before the property can be conveyed.
- You must identify all the members and their successors to join in a deed of the property.
- The members must form a new entity named Blackacre, LLC to convey the property.
- With evidence of sufficient authority, the members or manager of Blackacre, LLC can convey the property as part of winding up.



Question 9: Easements

9. Dan owns property that benefits from an easement appurtenant for access. Dan conveys the property to Lindy, an adjacent owner, but does not describe the easement, or include "together with" language in the deed. After acquiring the property Lindy intends to use the easement to access the property she acquired from Dan and all of the adjoining property she already owned. Which of the following is true:

- The benefit of the easement was not conveyed to Lindy because it was not described in the deed.
- The benefit of the easement transferred to Lindy and because Dan's property merged with Lindy's property, all of the property now has the benefit of the easement.
- The benefit of the easement transferred to Lindy but that benefit only runs to the land formerly owned by Dan, Lindy cannot expand the scope of the easement without a new grant of easement from the servient estate.



Question 10: Mechanics' Liens

10. In January work is completed on property known as Blackacre. Plumber records a mechanic's lien in January. Landscaper records a mechanic's lien in February. Electrician records a mechanic's in May. It is now October. Landscaper commences foreclosure of its lien in August. It is now October, what is the status of the liens against Blackacre?

- The Plumber and Landscaper liens are enforceable because they were recorded timely, but the Electrician lien is not enforceable
- Only the Landscaper lien is enforceable
- All of the liens are enforceable.

