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Home Buyers Guide

PURCHASING A HOME IN AUSTIN FROM CONTRACT TO CLOSE



WHY DO YOU NEED A REAL ESTATE AGENT?



Working with buyers involves advocacy, education, information, guidance, encouragement, patience, protection and accountability. Here are some things agents do to create value for those they represent. Use them to guide your communication and unique value proposition as you talk to buyers in the days ahead.

1. Education

It is critically important that buyers be educated on the local market regarding many different aspects of the purchase process. Things like inventory and price range, how to make an offer, procedures, forms, contingencies, inspections, financing, closing costs, insurance, appraisals and so much more. Agents have the training and education to navigate you through any market conditions.

2. Insight

From the moment an agent engages with a buyer there will be questions about market value, property history, restrictions, HOA's, investment opportunities and a ton of other details buyers do not often think to ask or consider.

3. Accessibility

One of the biggest values a buyer's agent brings to the table is their accessibility and availability. You cannot put a price on having someone in your corner who is inherently expected to be available to respond to anything and everything that comes up during the purchase process. Whether that is a question, running down information, dropping everything to show a new listing that the buyer has seen, writing an offer, or what have you, the agent will find a way to be there or, if they can't physically be present, they will have someone in their place.

4. Research and tracking down information

Every property search involves helping the buyer get the information they need to make an informed decision. This takes time and expertise. Information varies widely depending on the properties the buyers are interested in and there is an endless stream of things buyers want and need to know.

5. Strategy

Every buyer needs a strategy when determining which property to buy, how much to offer and any number of factors that are involved in crafting an offer. Strategies have to be continually adjusted and refined for each property that comes on the market. Buyers who work with agents who are savvy strategy-wise have more success.

6. Offer preparation

Speaking of strategy, offer preparation is a critical part of buyer representation. It is extremely important for an agent to go over all the details that need to be completed as part of the offer process and ensure all flows in a logical manner with contract timelines and contingencies.



7. Offer negotiation

Besides offer preparation, negotiation is a huge part of the buyer representation process. Working out all the details and differences between a buyer and seller to establish the terms of the transaction is critical. The agent must hover over every term and discuss the implications with the buyer so they can determine what they are OK with and what terms and conditions they want to negotiate further to finalize the transaction.

8. Finalizing offer

Once all terms have been worked out, this is where everything comes together ensuring all offer documentation and addendums are finalized to accurately reflect the transaction. This is extremely important as the escrow, title and lender will all receive a copy of these documents, so if something is not correct, it could have major implications for the entire transaction.

9. Managing the transaction

The agent needs to ensure that the deposit has been provided in a timely manner to the title or escrow company and inspections are scheduled on time. They also confirm that the buyer gets all required documentation to the lender, has paid for the appraisal and is working to secure insurance all upon going under contract.

All these things are transpiring against the backdrop of contract timeframes that the buyer must stay within. An agent will also know the pitfalls and common mistakes to be on the look out for.

10. Inspections and repairs

This is often one of the most significant milestones in the transaction and can take several hours and days to complete, depending on the number of specialists the buyer wishes to have check the home and property. An agent often spends a tremendous amount of time at these events.

11. Repairs

This can be an extremely stressful part of the transaction. With a plethora of reports and assessments comes trying to make sense of it all. Agents can help answer questions like how much things will cost, is the repair critical, what concessions should be made and will requesting repairs interfere with their offer. Sometimes the issues are too great or potentially alarming — such as mold, extensive termite damage or structural issues and an agent has the experience to counsel buyers when its time to walk away.

12. Appraisals

The agent working with the buyer needs to ensure the appraisal is turned around in a timely manner to comply with financing and appraisal contingency timelines in the contract. Sometimes, it can take forever for an appraiser to go out to the property or to turn the report around. This is where the buyer's agent must micromanage this process so as not to jeopardize the buyer's escrow deposit.

13. Managing title and escrow

In today's fraud ridden environment the buyer's agent needs to help vet and verify who the providers will be in the transaction and communicate that information to the buyers. They can also educate them as to how to expect communication and requests.

In addition, it is critically important for the buyer's agent to confirm that they have the correct copy of all contract documentation and related addenda. As well as reviewing a draft copy of the settlement statement and going over it with the buyer and lender to verify buyer-side expenses. In the event of any questions or discrepancies, this will allow time to have corrections made before closing.

14. Managing the walkthrough

Any experienced agent in real estate knows walkthroughs are ripe for a plethora of new issues to arise. Whether it is a seller who is still in the process of moving or one who left the property in poor condition or damaged it now becomes the buyer's agent's battle to fight.

Miracles often must be worked at the 11th hour as the agent is frantically sending photos of the evidence to the listing agent and trying to run down estimates to clean, fix or repair the damage. With everyone's back to the wall and the pressure on, the buyer's agent has to figure out a way to make it right because the listing agent and seller have checked out.

15. Managing the closing

On closing day, the buyer's agent needs to ensure that all keys and access cards or fobs to neighborhood amenities, garage remotes, security and garage codes as well as any other specific information about things in the property are provided to the buyer.

Depending on how the walkthrough went and if any issues were uncovered, the buyer's agent needs to make sure all has been addressed before the buyer signs documents and, if not, a last-minute plan may need to be hatched for this.

16. Post-closing issues

The stress doesn't often end at closing. Buyers move into their new home only to discover that something may not be working properly. Thankfully, an inspection report documents what was and was not functioning as of a particular date/time.

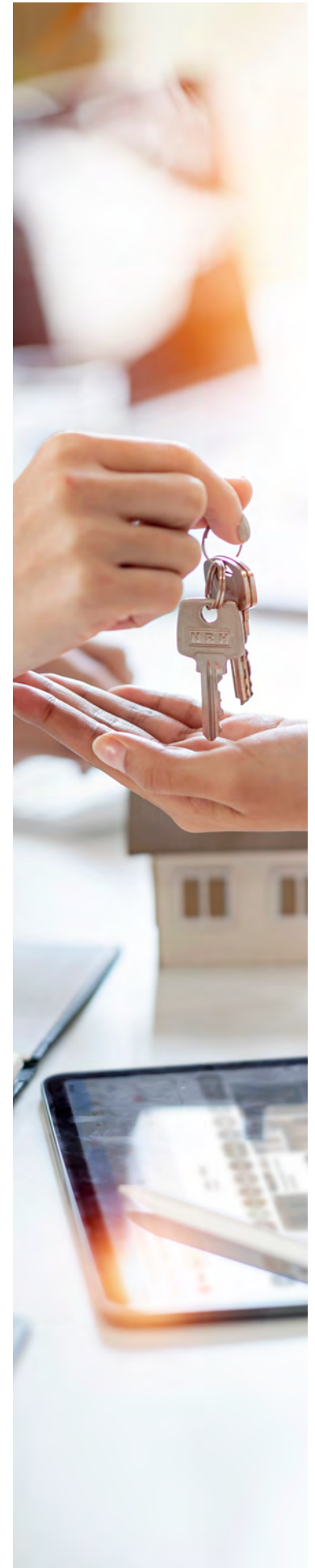
However, a slew of issues may seem to come up that may be just a stroke of bad luck.

The first person the buyer often calls is their agent as their "911" who they look to for help and advice. Their agent often knows just who to call to help the buyer through whatever challenges are happening.

17. Relationships

When it comes to buyer representation, it is about having good relationships to help get things done. A buyer's agent who is well respected and a highly regarded professional to work with has clout with listing agents and can help put transactions together for their buyer.

In some cases, who the agent is matters more when faced with a sea of competing offers and because of that agent's professionalism and reputation, a buyer's offer that may not be as strong as others can be selected to work with. When it comes to solving problems, again, relationships matter. The agent who has trusted connections with various service providers to help solve problems in a pinch for their buyer client is worth their weight in gold.





BEST-KEPT SECRETS for Buying a Home

Buying Secret #10: Keep Your Money Where It Is

It's not wise to make any huge purchases or move your money around three to six months before buying a new home. You don't want to take any big chances with your credit profile. Lenders need to see that you're reliable and they want a complete paper trail so that they can get you the best loan possible. If you open new credit cards, amass too much debt or buy a lot of big-ticket items, you're going to have a hard time getting a loan.

Buying Secret #9: Get Pre-Approved for Your Home Loan

There's a big difference between a buyer being pre-qualified and a buyer who has a pre-approved mortgage. Anybody can get pre-qualified for a loan. Getting pre-approved means a lender has looked at all of your financial information and they've let you know how much you can afford and how much they will lend you. Being pre-approved will save you a lot of time and energy so you are not running around looking at houses you can't afford. It also gives you the opportunity to shop around for the best deal and the best interest rates.

Buying Secret #8: Avoid a Border Dispute

It's absolutely essential to get a survey done on your property so you know exactly what you're buying. Knowing precisely where your property lines are may save you from a potential dispute with your neighbors. Also, your property tax is likely based on how much property you have, so it is best to have an accurate map drawn up.

Buying Secret # 7: Don't Try to Time the Market

Don't obsess with trying to time the market and figure out when is the best time to buy. Trying to anticipate the housing market is impossible. The best time to buy is when you find your perfect house and you can afford it. Real estate is cyclical, it goes up and it goes down and it goes back up again. So, if you try to wait for the perfect time, you're probably going to miss out.

Buying Secret # 6: Bigger Isn't Always Better

Everyone's drawn to the biggest, most beautiful house on the block. But bigger is usually not better when it comes to houses. There's an old adage in real estate that says don't buy the biggest, best house on the block. The largest house only appeals to a very small audience and you never want to limit potential buyers when you go to re-sell. Your home is only going to go up in value as much as the other houses around you.



Buying Secret #5: Avoid Sleeper Costs

The difference between renting and homeownership is the sleeper costs. Most people just focus on their mortgage payment, but they also need to be aware of the other expenses such as property taxes, utilities and homeowner-association dues. New homeowners also need to be prepared to pay for repairs, maintenance and potential property-tax increases. Make sure you budget for sleeper costs so you'll be covered and won't risk losing your house.

Buying Secret #4: You're Buying a House – Not Dating It

Buying a house based on emotions is just going to break your heart. If you fall in love with something, you might end up making some pretty bad financial decisions. There's a big difference between your emotions and your instincts. Going with your instincts means that you recognize that you're getting a great house for a good value. Going with your emotions is being obsessed with the paint color or the backyard. It's an investment, so stay calm and be wise.

Buying Secret #3: Give Your House a Physical

Hire an inspector. It could end up saving you thousands. A home inspector's sole responsibility is to provide you with information so that you can make a decision as to whether or not to buy. It's really the only way to get an unbiased third-party opinion. If the inspector does find any issues with the home, you can use it as a bargaining tool for lowering the price of the home.


Buying Secret #2: The Secret Science of Bidding

Your opening bid should be based on two things: what you can afford (because you don't want to outbid yourself), and what you really believe the property is worth. Make your opening bid something that's fair and reasonable and isn't going to totally offend the seller. A lot of people think they should go lower the first time they make a bid. It all depends on what the market is doing at the time. You need to look at what other homes have gone for in that neighborhood and you want to get an average price per square foot. Sizing up a house on a price-per-square-foot basis is a great equalizer.

Buying Secret #1: Stalk the Neighborhood

Before you buy, get the lay of the land – drop by morning noon and night. Many homebuyers have become completely distraught because they thought they found the perfect home, only to find out the neighborhood wasn't for them. Drive by the house at all hours of the day to see what's happening in the neighborhood. Do your regular commute from the house to make sure it is something you can deal with on a daily basis. Find out how far it is to the nearest grocery store and other services. Even if you don't have kids, research the schools because it affects the value of your home in a very big way.

<https://www.hgtv.com/lifestyle/clean-and-organize/10-best-kept-secrets-for-buying-a-home>



What is TITLE INSURANCE?

WHAT IS TITLE INSURANCE?

Title insurance is different from other forms of insurance because it insures against events that occurred before the title policy is issued, as opposed to insuring against events in the future, as health, property and life insurance do. Title insurance is in essence loss prevention insurance.

When purchasing real estate, it is of utmost importance that you receive clear title to the property. In order to do so, you must first be informed of any existing rights or claims that may be asserted against the property, then any of those rights or claims that are unacceptable to you must be resolved or extinguished prior to your purchase of the property.

In Texas, many property records go back to grants from the 1880s, hence it is important that the full history of the property is thoroughly researched and presented to you.

WHEN IS THE PREMIUM PAID?

Unlike other forms of insurance, for a relatively low one-time premium, the original title premium is your only cost protecting you for as long as you and your heirs own the property. The premium is paid at closing and there are no annual payments to keep your Owner's Title Insurance Policy in force. Rates for title insurance are regulated by the state and are promulgated in Texas.



Real Estate DEFINITIONS

AMORTIZATION – The killing off of an existing debt by regular partial payments.

APR – Annual Percentage Rate. The yearly interest percentage of a loan as expressed by the actual rate of interest paid.

APPRAISAL – An estimate of value of property from analysis of facts about the property; an opinion of value.

BROKER – One who acts as an agent for another in negotiating sales or purchases in return for a fee or commission.

CHAIN OF TITLE – Beginning with a conveyance out of an original source of title such as a government, each succeeding deed, will or other medium which conveys and transfers the title to succeeding owners constitutes a link in the chain of title. The chain of title is the composite of all such links.

CLOSING – In some areas called a “settlement.” The process of completing a real estate transaction during which deeds, mortgages, leases and other required instruments are signed and/or delivered, an accounting between the parties is made, the money is disbursed, the papers are recorded, and all other details such as payment of outstanding liens and transfer of hazard insurance policies are attended to.

CLOSING DISCLOSURE – The five-page Closing Disclosure must be provided to the consumer three business days before they close on the loan. The Closing Disclosure details all of the costs associated with their mortgage transaction.

CLOSING STATEMENT – A summation, in the form of a balance sheet, made at a closing, showing the amounts of debits and credits to which each party to a real estate transaction is entitled.

CLOUD ON TITLE – An irregularity, possible claim, or encumbrance which, if valid, would affect or impair the title.

CONTRACT – Same as “agreement,” but usually more formal.

DEED – A written document by which title to real estate is conveyed from one party to another.

DEPRECIATION – Loss in value occasioned by ordinary wear and tear, destructive action of the elements, or functional or economic obsolescence.

EARNEST MONEY – Down payment or a small part of the purchase price made by a purchaser as evidence of good faith.

ENDORSEMENT – Addition to or modification of a title insurance policy that expands or changes coverage of the policy, fulfilling specific requirements of the insured.

ESCROW – Technically, this term strictly refers to a deed delivered to a third person to be held by him until the fulfillment or performance of some act or condition by the grantee. In the title industry, it means the depositing with an impartial third party (typically an escrow agent or title company) of anything pertaining to a real estate transaction including money and documents of all kinds. The money and documents are to be disbursed and delivered to the rightful parties by the escrow agent or title company when all conditions of the transaction have been met.

ESCROW AGREEMENT – A written agreement usually made between buyer, seller and escrow agent, but sometimes only between one person and the escrow agent. It sets forth the conditions to be performed incident to the object deposited in escrow, and gives the escrow agent instructions.

EXAMINATION – In title industry terms, to peruse and study the instruments in a chain of title and to determine their effect and condition in order to reach a conclusion as to the title status.

EXAMINER – Usually referred to, in title industry terms, as title examiner. One who examines and determines the condition and status of real estate titles.

EXCEPTIONS – Insurance policies include a list of items excluded from coverage. Items excluded from coverage can be found in section two of Schedule B of the policy.

FORECLOSURE – A legal proceeding for the collection of real estate mortgages and other types of liens on real estate, which results in cutting off the right to redeem the mortgaged property and usually involves a judicial sale of the property.

GENERAL WARRANTY – A warranty provision in a deed or mortgage or other real estate instrument containing all of the common law items of warranty. Also known as a full warranty.

LIEN – The liability of real estate as security for payment of a debt. Such liability may be created by contract, such as a mortgage, or by operation of law, such as a mechanics lien.

MORTGAGE – A temporary conditional pledge of property to a creditor as security for the payment of a debt that may be cancelled by payment.

OWNER'S POLICY – This policy is purchased for a one-time fee and protects a homeowner's investment in a property for as long as they or their heirs have an interest in the property.

POWER OF ATTORNEY – A legal instrument authorizing one to act as another's agent or attorney.

PREMIUM – The amount payable for an insurance policy.

PROBATE – A legal procedure in which the validity and probity of a document, such as a will, is proven.

PROMISSORY NOTE – A written promise to pay or repay a specified sum of money.

QUIT CLAIM DEED – Deed that does not imply the grantor holds title, but which surrenders and gives to the grantee any possible interest or rights that the grantor may have in the property.

SETTLEMENT – In some areas called a "closing." The process of completing a real estate transaction during which deeds, mortgages, leases and other required instruments are signed and/or delivered, an accounting between the parties is made, the money is disbursed, the papers are recorded, and all other details such as payment of outstanding liens and transfer of hazard insurance policies are attended to.

SPECIAL WARRANTY DEED – A deed that warrants the title only with respect to acts of the seller and the interests of anyone claiming by, through, or under him.

SURVEY – The map or plat drawn by a surveyor that represents the property surveyed and shows the results of a survey.

TITLE – (1) A combination of all the elements that constitute the highest legal right to own, possess, use, control, enjoy, and dispose of real estate or an inheritable right or interest therein. (2) The rights of ownership recognized and protected by the law.

TITLE COMMITMENT – An offer to issue a title insurance policy. The title commitment will describe the various conditions, exclusions and exceptions that will apply to that particular policy.

TITLE COVENANTS – Covenants ordinarily inserted in conveyances and in transfers of title to real estate for the purpose of giving protection to the purchaser against possible insufficiency of the title received. A group of such covenants known as "common law covenants" includes: (a) covenants against encumbrances; (b) covenant for further assurance (in other words, to do whatever is necessary to rectify title deficiencies); (c) covenant of good right and authority to convey; (d) covenant of quiet enjoyment; (e) covenant of seisin; (f) covenant of warranty.

TITLE DEFECT – (1) Any possible or patent claim or right outstanding in a chain of title that is adverse to the claim of ownership. (2) Any material irregularity in the execution or effect of an instrument in the chain of title.

TITLE EXAMINATION – To peruse and study the instruments in a chain of title and to determine their effect and condition in order to reach a conclusion as to the status of the title.

TITLE INSURANCE – Insurance that protects purchasers of real estate and mortgages against loss from defective titles, liens and encumbrances.

TITLE PLANT – A geographically filed assemblage of title information which is to help in expediting title examinations, such as copies of previous attorneys' opinions, abstracts, tax searches, and copies or take-offs of the public records.

TITLE SEARCH – A search and perusal of the public records for recorded instruments that affect the title to a particular piece of land.

UNDERWRITER – An insurance company that issues insurance policies either to the public or to another insurer.

WARRANTY DEED – A deed containing one or more title covenants.



UNDERSTANDING TITLE INSURANCE

Before issuing a title policy, title companies check for defects by examining public records, including deeds, mortgages, wills, divorce decrees, court judgments, tax records, liens and maps. The title search determines who owns the property, what outstanding debts are against it and the condition of the title. If someone claims interest in the property, the title company will pay for any actual loss (up to the amount of coverage) and defend your title in court when:

1. A deed or other document in your chain of title is invalid;
2. A lien against your title exists because a previous owner failed to pay either a mortgage or deed of trust, judgment, or a charge by a homeowner's association;
3. A lien exists for labor materials furnished by a contractor without your consent;
4. Leases, contracts or options on your land weren't recorded in the public records or disclosed to you;
5. A notary public error or someone failed to properly sign a document in your chain of title;
6. The title policy failed to disclose legal restrictions on how you can use your property;
7. An easement exists that isn't in public records and that you don't know about;
8. Other liens or encumbrances on your title exist but aren't listed in the policy exceptions.

Possible
defects
include:

- Errors or omissions in deeds
- Mistakes made in examining records
- Forgery and undisclosed heirs
- Liens for unpaid taxes or contractors

IS MY POLICY STILL ACTIVE IF I REFINANCE MY HOME?

Most lenders require borrowers to buy new loan title policies when refinancing. When the new loan pays off the existing loan, the old title policy is no longer in effect. A title company issues new policies in connection with new loans. Title companies must discount the premium if refinancing occurs within seven years of the original loan date. Your owner title policy remains in full force and effect after a refinance.

WHO DOES TITLE INSURANCE PROTECT?

Most lending institutions won't loan money for a house or other property unless you provide a loan title policy. This policy protects the lender's investment by paying the mortgage if a title defect voids the owner's/buyer's title. Investors who buy the new loan often require a loan title policy. When you buy a house, title companies also issue an owner's policy, unless you reject it in writing. You don't have to buy an owner's policy. The owner's policy protect your title against the covered risk set out in policy.



A Municipal Utility District (MUD) is one of several types of special districts that function as independent, limited governments. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a Board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

Originally, MUDs were very limited in what they were allowed to finance and what services they could provide. Over time, MUDs began taking on more responsibilities and providing enhanced services for their residents such as parks and recreation, deed restriction enforcement, and solid waste service. MUDs rely on the County to provide police and road maintenance services and Emergency Service Districts (ESDs) for providing fire protection.



What is a Title COMMITMENT

Schedule A: This is where you will find the who, what, where and how much information. The most important information here will be the name of the person who holds the existing title, the legal description of the land and the name of the proposed insured (buyer), the sales price and the name of the lender. All parties and the title company should make sure all of the information is accurate when it is compared to the sales contract.

Schedule B: This is the section of the title commitment that addresses where other parties have any interest or control of the use of the property. Examples of this are utility easements and building setbacks. A utility easement is a common item to find here. This would be a part of the land that a utility company has the right to use. A setback prevents the owner from building a certain distance from a property line. Schedule B is also the section in which exceptions will be noted. Exceptions in this case are anything that will not be covered by title insurance.

Schedule C: This is the section in which any issues must be resolved before the buyer can close on the property. Common issues here are an existing mortgage that needs to be paid off, a marital status issue or unpaid taxes and liens on the property.

Schedule D: This final section outlines all parties who will collect any part of the insurance premium including underwriters, title agents and attorneys. It will also show the amounts being paid for the owner's title insurance policy, the mortgagee policy amount and any endorsements.



A HOME WARRANTY is a contract between a homeowner and a home warranty company that provides for discounted repair and replacement service on a home's major components, such as the furnace, air conditioning, plumbing and electrical system. A home warranty may also cover major appliances such as washers and dryers, refrigerators and swimming pools. Most plans have a basic component that provides all homeowners who purchase a policy with certain coverages. In addition to the standard items, expanded coverage can usually be added at a premium.

A home warranty is not the same as homeowners insurance, nor is it a replacement for homeowners insurance. Homeowners insurance covers major perils such as fire, hail, property crimes and certain types of water damage that could affect the entire structure and/or the homeowner's personal possessions. A home warranty does not cover these perils.

Home warranty companies have agreements with approved service providers. When something that is covered by a home warranty breaks down, the homeowner calls the home warranty company, and the home warranty company sends one of its service providers to examine the problem. If the provider determines that the needed repair or replacement is covered by the warranty, the homeowner only pays a small service fee per your service call at the time service is rendered.

The annual cost can vary depending on coverages and exclusions, but typically ranges from a few hundred dollars for small condominiums to eight hundred dollars for larger homes. This is a negotiable item on the contract.

For more information about home warranties, please contact your local Austin Title!



THE IMPORTANCE OF SURVEYS

Here are some of the principal reasons to obtain and review a survey:

- To determine whether improvements (buildings, driveways, fences, utility lines, etc.) intended to be located on your property encroach into a neighbor's property, or vice-versa.
- To mark the boundaries on the ground, so that they are clear to observers standing on or near the property.
- To discover trails and other evidence of use by third parties that might suggest that someone has established an implied easement over a portion of the property, or might claim a portion of the property by reason of adverse possession.
- To provide the evidence needed by the title insurer to delete certain standard exceptions to coverage and thereby provide "extended coverage" against off-record title matters (including matters that would be revealed by an accurate survey).

WHEN TO USE AN EXISTING SURVEY

The TREC Contract was revised several years ago giving the option to sellers and buyers to use existing surveys when appropriate. Per the TREC contract, not only does the buyer have to accept the survey, but lenders and title companies must also approve and accept it. Survey affidavits assist in research and review, however, the best information comes from those who have been on the property, particularly prospective buyers and their REALTORS[®].

To avoid costly delays, the following guidelines for using an existing survey are provided:

- Survey should be completely legible. It must have the property address, complete legal description, flood certification and the surveyor's signature and seal on the drawing.

- Survey must reflect all permanent improvements that are currently on the property, including pools, fences, spas, decks, and additional square footage. If the sellers have added permanent structures that are not shown on survey, it is important to identify new improvements, such as a pool, gazebo, fence, etc. when signing the survey affidavit. This notifies all parties that the survey provided is not an accurate rendering of the property as of the current date.

Almost always it is advisable to forego using an existing survey if improvements have been built since the time the initial survey work was performed.

When an incorrect survey is delivered to the buyer and their agent, a new one should be requested. The title company and lender must be informed of the need for a new survey.

WHEN TO OBTAIN A NEW SURVEY

It is recommended that a purchaser obtain a new survey if one or more of the following conditions exist:

- A survey shows that all significant improvements currently located on the property do not exist or cannot be found.
- Surveys exist only for portions of the property, but the property as a whole consists of two or more parcels that are not platted and that are described by "metes and bounds," such that without a surveyor's interpretation of the legal descriptions one cannot be certain of whether the parcels are contiguous, or whether there might exist a "gap" between, or overlap of, property boundaries.

Even when one or more of the foregoing conditions are present, a survey might not be necessary, and the purchaser might wish to bear the risk of proceeding without a survey; unless required by your lender.

Residence Homestead Exemptions

Statutory Authority: Tax Code Chapter 11

Texas offers a variety of partial or total exemptions from appraised property values used to determine local property taxes.

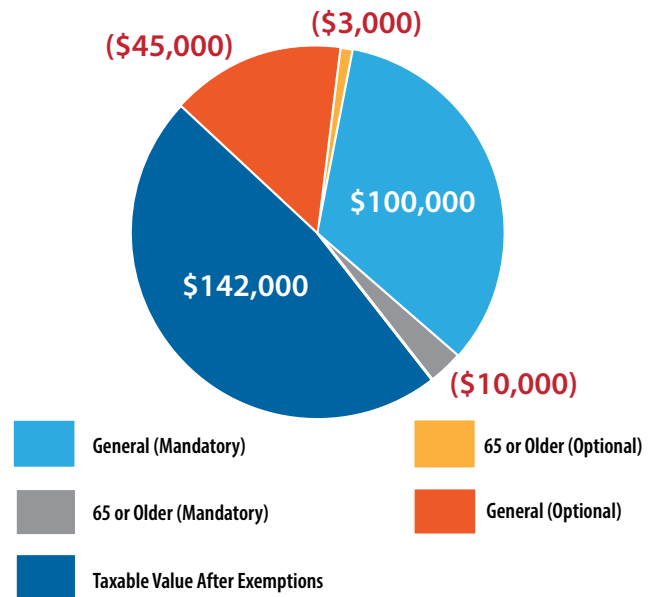
School District Exemptions Example

\$300,000 APPRAISED VALUE BEFORE EXEMPTIONS

Ms. Smith's home has an appraised value of \$300,000 before exemptions. She is 68 years old and receives the following school district exemptions:

- **General (mandatory) = \$100,000**
- **General (local option 15%) = \$45,000**
- **65 or Older (mandatory) = \$10,000**
- **65 or Older (local option) = \$3,000**

After exemptions, her total taxable value is \$142,000. This is the value that will be applied to the school district tax rate to determine the school district taxes she will owe on this property.



Exemption	Taxing Unit(s)	Mandatory or Local Option	Amount
General Residence Homestead	School Districts	Mandatory	\$100,000
General Residence Homestead	Cities, Counties, School Districts or Special Districts	Local Option	An amount up to 20 percent of the property's value, but not less than \$5,000
Farm-to-Market Roads or Flood Control (if collected)	Counties	Mandatory (if collected)	\$3,000
Age 65 or Older or Disabled	School Districts	Mandatory	\$10,000
Age 65 or Older or Disabled	Cities, Counties, School Districts or Special Districts	Local Option	An amount adopted by the taxing unit, but no less than \$3,000
Disabled Veteran with Home Donated by Charitable Organization	Cities, Counties, School Districts or Special Districts	Mandatory	An amount determined by the percentage of service-connected disability
100 Percent Disabled Veteran	Cities, Counties, School Districts or Special Districts	Mandatory	100 percent of the property's value
Surviving Spouse of U.S. Armed Services Member Killed in Action	Cities, Counties, School Districts or Special Districts	Mandatory	100 percent of the property's value
Surviving Spouse of a First Responder Killed in the Line of Duty	Cities, Counties, School Districts or Special Districts	Mandatory	100 percent of the property's value
Disabled Veteran*	Cities, Counties, School Districts or Special Districts	Mandatory	An amount determined by the percentage of service-connected disability

*This exemption can be applied to a residence homestead or any one property the disabled veteran owns.

Residence Homestead Exemptions

What is a residence homestead exemption?

A residence homestead exemption removes a portion of or the total amount of a property's value from taxation for property tax purposes.

Texas offers a variety of partial or total (absolute) exemptions from appraised property values used to determine local taxes. A partial exemption removes a percentage or fixed dollar amount of the property's value from taxation. A total (absolute) exemption excludes the entire property from taxation. Taxing units are mandated by the state to offer certain (mandatory) exemptions and have the option to decide locally on whether or not to offer others.

How do I get a residence homestead exemption?

You have to file an application and supporting documentation for a residence homestead exemption. File the residence homestead exemption application and supporting documentation with the appraisal district office in each county in which the property is located.

What is the deadline for filing an application for a residence homestead exemption?

Generally, the filing deadline for a residence homestead exemption is no later than April 30.

What if I miss the filing deadline?

A late application for a residence homestead exemption, including for a person age 65 or older or disabled, may be filed up to two years after the filing deadline has passed. A late application for a residence homestead exemption filed by a disabled veteran for the 100 percent disabled veteran exemption or the donated residence homestead of a partially disabled veteran exemption may be filed up to five years after the filing deadline has passed. The surviving spouse of a 100 percent disabled veteran or donated residence homestead of a partially disabled veteran exemption may be filed up to two years after the filing deadline has passed.

Who determines if I qualify for the exemption?

Appraisal district chief appraisers determine whether property qualifies for an exemption. They grant exemption applications; disapprove them and ask for more information; modify them; or deny them.

How will I know if my exemption is approved?

Chief appraisers are required to send written notice when an application is modified or denied, but not when they are approved. Check with the appraisal district office to be sure.

What if my exemption application is denied?

You may appeal the chief appraiser's exemption determination by filing a protest with the appraisal review board.

Do I have to apply every year?

Property owners do not need to reapply unless the chief appraiser requires it.

Property owners already receiving the general residence homestead exemption who turn 65 are not required to apply for the additional age 65 or older exemption(s) if accurate birthdate information is included in the appraisal district records.

How do I know if I am eligible?

General Residence Homestead Exemption—You owned and occupied the property as your principal residence on Jan. 1 or you owned and occupied the property as your principal residence after Jan. 1 and the previous owner did not receive the same exemption for the tax year and you did not claim a residence homestead exemption on any other property in the same year.

Disabled Person Exemption—You have a disability that qualifies you for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance. An eligible disabled person age 65 or older may receive both exemptions in the same year, but not from the same taxing units.

Age 65 or Older Exemption—This exemption is effective Jan. 1 of the tax year in which you become age 65. An eligible person age 65 or older and disabled may receive both exemptions in the same year, but not from the same taxing units.

Surviving Spouse of an Individual Who Qualified for Age 65 or Older Exemption—May receive this exemption if you are age 55 or older when your spouse died, the property was your residence homestead at the time of death and remains your residence homestead.

100 Percent Disabled Veteran Exemption—You receive 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or individual unemployability from the U.S. Department of Veterans Affairs.

Surviving Spouse of a Disabled Veteran Who Qualified or Would Have Qualified for the 100 Percent Disabled Veteran Exemption—You are the surviving spouse of a disabled veteran (who qualified for an exemption under Tax Code Section 11.131(b) at the time of his or her death or would have qualified for the exemption if the exemption had been in effect on the date the disabled veteran died), have not remarried, the property was your residence homestead at the time of the veteran's death and remains your residence homestead.

Donated Residence Homestead of Partially Disabled Veteran—You are a disabled veteran with a disability rating of less than 100 percent with a residence homestead donated by a charitable organization at no cost or at some cost that is not more than 50 percent of the good faith estimate of the residence homestead's market value as of the date the donation is made.

Surviving Spouse of a Disabled Veteran Who Qualified for the Donated Residence Homestead Exemption—You are the surviving spouse of a disabled veteran (who qualified for an exemption under Tax Code Section 11.132(b) at the time of his or her death), have not remarried and continue to use the property as your residence homestead.

Surviving Spouse of a Member of Armed Services Killed in the Line of Duty—You are the surviving spouse of a U.S. armed services member who is killed or fatally injured in the line of duty and have not remarried.

Surviving Spouse of a First Responder Killed in the Line of Duty—You are the surviving spouse of a first responder who was killed or fatally injured in the line of duty and have not remarried.

For more information, visit our website:

comptroller.texas.gov/taxes/property-tax

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Who Pays for What?

Buyer Typically Pays For



- Escrow/closing fees
- Document preparation (if applicable)
- Courier fee
- Recording fees
- Prorated share of taxes
- All new loan charges (except those the lender requires the seller to pay), including:
 - *Appraisal*
 - *Credit report*
 - *Tax service fee*
 - *Loan origination/discount fee*
 - *Reserves for taxes and insurance*
 - *Flood certification*
 - *Mortgage insurance premium*
- Title insurance premium: Lender's Policy
- Interest on the new loan from the date of funding to 30 days before the first payment date
- Property/Termite inspections
- Survey (if applicable)
- Selling agent's compensation
- Homeowner's Insurance
- HOA transfer fee (if applicable)

Seller Typically Pays For

- Listing agent's compensation
- Escrow/closing fees
- Payoff all loans in the seller's name
- Home warranty (according to contract terms)
- Any judgments, tax liens, etc. against the seller
- Document preparation (if applicable)
- Prorated share of taxes
- Any unpaid homeowner's association dues
- Recording fees
- Any outstanding assessments
- HOA resale certificate (if applicable)
- All delinquent taxes
- Title insurance premium: Owner's Policy
- Courier fee
- Survey (if applicable)
- Seller credit for closing costs (according to contract terms)

Most fees are negotiable and vary per contract/transaction

19 Steps to the CLOSING PROCESS



1. Choosing your Real Estate Agent.
2. Choosing your lender (know about different types of mortgage loans and pre-qualification).
3. Selecting your home (determine the type, the price, and the location).
4. The Offer (once you have found the property make a written offer through your real estate agent).
5. The escrow process (when you have reached an agreement with the seller, the initial good-faith deposit is given to an escrow representative, and the process begins).
6. The mortgage loan (a mortgage loan is requested, filling out the appropriate forms).
7. Preliminary title report (is reviewed and accepted).
8. Inspections and disclosures (the property is inspected during the period specified in the contract, and all disclosures made by the seller about the property are reviewed).
9. Assessment (the property value is determined by the lender).
10. Loan approval (the lender contacts the escrow agent).
11. Hidden defect insurance (the buyer tells the closer the name of the insurance company that will grant the policy).
12. Conditions (the escrow agent ensures that the conditions are met).
13. Final visit to property (the buyer inspects the property with the Real Estate Agent, before closing the transaction).
14. Document signing (the buyer signs the loan documents and the escrow instructions, and deposits the initial payment with the title company).
15. The escrow agent returns the documents to the lender.
16. The lender's funds are electronically transferred to the title company (the monetary exchange occurs between the lender and the title company).
17. The deed is registered at the county office (this transfers the property title to the buyer).
18. The transaction closes (accounting is finalized and the account statement is remitted).
19. The keys are delivered to the new owner.

A background image showing a person's hand holding a pen, ready to sign a document. In the foreground, there is a small, colorful toy house with a red roof and blue walls, and a set of keys lying on a white surface.

**ESCROW IS
THE PROCESS WHERE THE INTERESTS
OF ALL PARTIES ARE PROTECTED**

What is Escrow?

Escrow is the process by which the interests of all parties in a real estate transaction are protected, ensuring that all conditions of the sale have been met before property and money change hands. Escrow is an independent depository wherein all funds, instructions and documents for the purchase of a home are held, including a down payment, lender funds, documents for the new loan, hazard and title insurance, inspection reports, and the grant deed from the seller. At the close of escrow, the "Escrow Holder" delivers these items to the appropriate parties, disburses the funds, and handles the associated paperwork.

What Does an Escrow Holder do?

The escrow holder is a neutral third party, such as the title company, that maintains the escrow account and partially oversees the escrow process making sure all conditions of the sale of the property are met.

The Escrow Holder's Duties Include:

- *Serving as a neutral agent and the liaison between all parties involved.*
- *Requesting a preliminary title search to determine the status of title to the property.*
- *Requesting a beneficiary statement of debt or obligations that are to be taken over by the buyer.*
- *Requesting a payoff demand from beneficiaries when the seller is paying off debts.*
- *Complying with the lenders requirements as specified in the instructions to escrow.*
- *Securing releases of all contingencies or other conditions imposed on the escrow.*
- *Preparing or securing the deed and other documents related to escrow.*
- *Prorating taxes, interest, insurance and rents.*
- *Preparing escrow instructions.*
- *Receiving purchase funds from the buyer.*
- *Receiving loan funds from the buyer's lender.*
- *Closing the escrow pursuant to instructions supplied by the seller, buyer and lender.*
- *Recording the deed and other documents.*
- *Disbursing funds as authorized by the instruction including charges for title insurance, recording fees, real estate commissions and loan payoffs.*
- *Preparing final statements for all parties involved that account for the disposition of all funds held in the escrow account.*
- *Requesting the title policy.*



What Each Party Does in Escrow

The Seller:

- Deposits the executed deed to the buyer with the settlement agent.
- Deposits evidence of pest inspection and any required repair work, if applicable.
- Deposits other required documents such as tax receipts, addresses of mortgage holders, any state or federal required documentation, etc.

The Buyer:

- Deposits the funds required, in addition to any borrowed funds, to pay the purchase price with the settlement agent.
- Deposits funds sufficient for home and title insurance.
- Arranges for any borrowed funds to be delivered to the settlement agent.
- Deposits any deed of trust or mortgages necessary to secure loans.
- Approves any inspection reports, the Preliminary Report for title insurance, etc., called for by the purchase and sale agreements.
- Fulfills any other conditions specified in the instructions.

The Lender (if applicable):

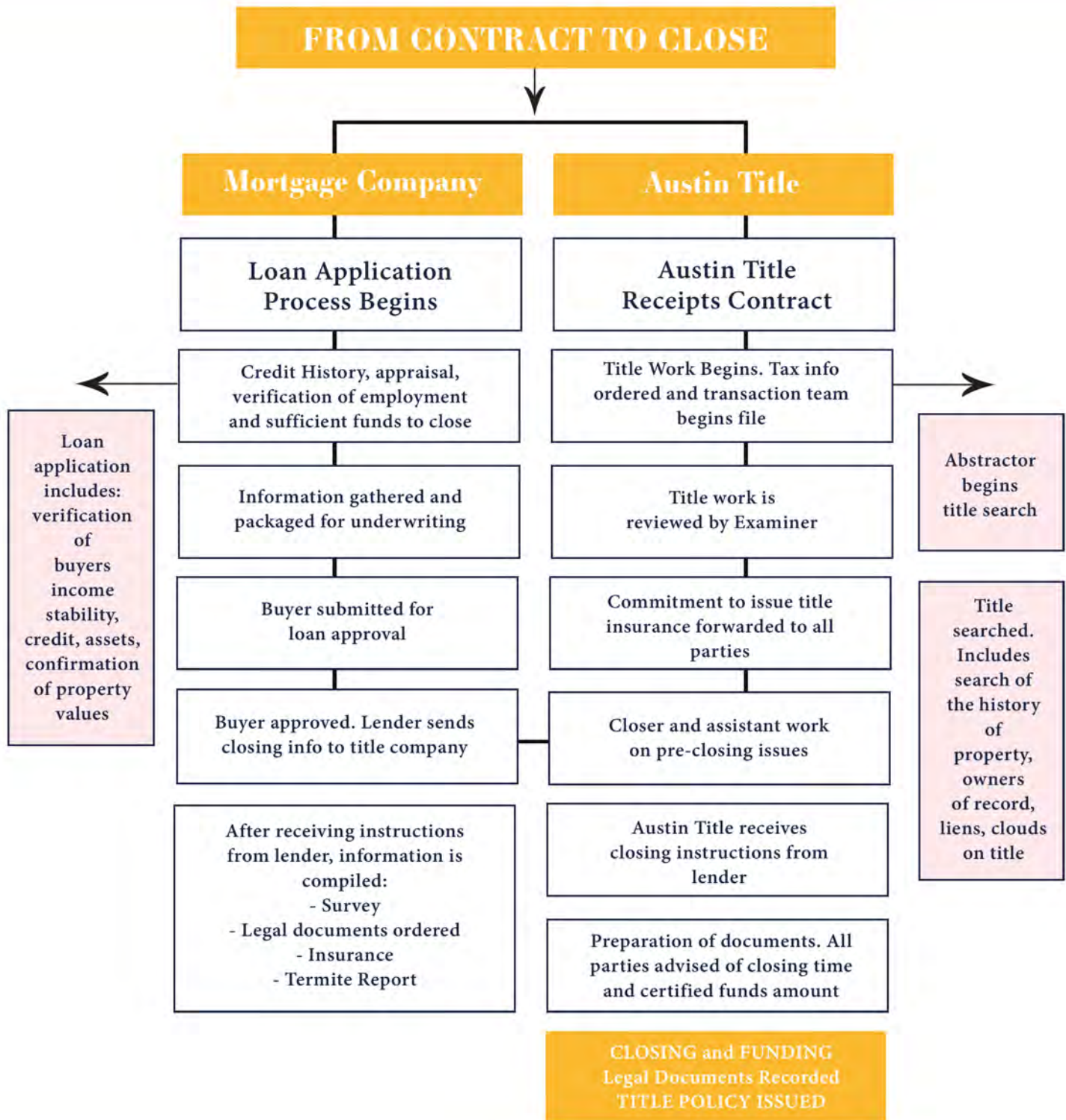
- Prepares loan document package for buyer/borrower.
- Deposits proceeds of the loan with the settlement agent.
- Directs the settlement agent on the conditions under which the loan funds may be used.

The Settlement Agent:

- Opens the order for title insurance.
- Obtains approvals from the buyer on the Preliminary Report/ Title Commitment, pest and other inspections.
- Receives funds from the buyer and/or any lender.
- Prorates taxes, rents, etc.
- Disburses funds for title insurance, recording fees, real estate commissions, lien clearance, etc.
- Prepares an estimated statement, as required, for each party, indicating amounts to be disbursed for services and any further amounts necessary to close.
- Records deed and loan documents, delivers the deed to the buyer, loan documents to the lender and funds to the seller.
- Issues final closing statement and forwards to buyer, seller and lender.

Questions? If you have questions about the escrow process, please call your **Austin Title** office

STEPS TO THE CLOSING PROCESS





Life of a TITLE SEARCH

Title insurance is a contract of indemnity between the insured and a title company. The form of the contract is determined by the Texas Department of Insurance. Likewise, title insurance rates in Texas are promulgated by the Department and are uniform for all title companies.

THERE ARE TWO MAJOR TYPES OF POLICY

The Owner's Policy of Title Insurance

is issued to an owner/purchaser and insures against certain listed title risks.

The Mortgagee Policy of Title Insurance

is issued to a lender and insures the validity of the lender's lien against the property.

Before issuing a title policy, a careful search is made of the county, state, and federal records that affect real estate. This is accomplished by using the company abstract plant which maintains references to every deed, mortgage, death, divorce, etc. which might affect property. These instruments are examined by lay examiners employed by the title company. Based upon the results of the examination, the title company decides whether to issue a policy.

LIFE OF A TITLE SEARCH

- Customer Service verifies legal property description and how title to real property is held.
- Preliminary order and title search are opened.
- Preliminary search of real property is done.
- Title search examines real property records, general index records and tax records.
- Examiner reviews complete search package, writes and enters preliminary report into the computer.
- Messenger service delivers prelims to escrow and lenders.
- New documents, demand and statement of information submitted to the title company.
- Escrow requests payoff of existing liens and tax certificates.
- Documents are delivered to escrow to lenders.
- Escrow sets up the closing date.
- Escrow is authorized by the parties to the transaction to record the documents. Closing at the title company.
- Documents are recorded, confirmation of recording is received and liens of record are paid off.
- Escrow officer writes title policies.
- Data processor prepares final title policies.
- Title policies released to client.



Reminders for the CLOSING TABLE

FOR SALE

THE SELLER

- Bring your check/wiring information in order to receive your proceeds
- Bring a valid, unexpired government issued form of identification to closing, such as a driver's license or passport
- Cancel/transfer utilities, homeowner's insurance & flood insurance upon funding
- House keys
- Garage door openers
- Gate codes
- Mailbox keys
- Owner's manuals
- Trash pick-up dates

THE BUYER

- Bring closing funds (cashier's check or wire transfer) to Austin Title
- Bring a valid, unexpired government issued form of identification to closing, such as a driver's license or passport
- Set up/transfer utilities, homeowner's insurance & flood insurance
- Render your new property with the county appraisal district
- File your Homestead Exemption form (if applicable)



CLOSING CHECKLIST

PRIOR TO CLOSING:

- ☐ Provide a fully executed contract of sale to the title company with the earnest money check.
- ☐ Provide a copy of the contract of sale, receipted by the title company, to the mortgage company making your loan.
- ☐ Call your loan officer and arrange to make formal loan applications.
- ☐ If doing inspections of the home, schedule the appointment with the inspector and seller as soon as possible. A termite inspection may be required by the lender. Any bills to be paid at closing must be provided to the title company prior to closing.
- ☐ Obtain homeowner's insurance. Supply information to the title company at least one week prior to closing.

REQUIRED AT CLOSING:

- ☐ Bring with you a valid driver's license, passport, or other government-issued picture identification.
- ☐ Send a wire transfer for payment of funds at the time of closing. The title company must have your mortgage company's closing instructions to prepare the final closing figure. The complete closing package from the lender must be in the hands of the title company 24 hours prior to closing in order to meet the closing date deadline on the contract.
- ☐ Bring any document requirements that your lender has requested you to produce at the closing table.

AVOID CLOSING DELAYS:

- ☐ If you want to review your loan documents prior to the closing, please request that your mortgage company provide the documents to the title company at least one day prior to closing so copies can be provided for your review.
- ☐ If you will not be present at closing to sign documents and intend to use a Power of Attorney, the following must occur:
 - a) The title company must approve the POA prior to closing.
 - b) The original POA must be delivered to the title company before closing for recording with the County Clerk's Office.

AFTER CLOSING:

- ☐ The original recorded Warranty Deed that transferred title of the property to you will be sent to you by the County Clerk's Office approximately one month after closing. Store this document for safe keeping for future reference. When the deed is recorded with the County Clerk's Office, your title becomes public record.
- ☐ The Owner's Title Policy of the Title Insurance will be mailed to you approximately one month after closing. This document should also be stored for safe keeping.
- ☐ If you have not received the coupon book or other instructions about making your monthly mortgage payment, call your lender.
- ☐ Make certain to file your homestead with the county appraisal district. You may file for property exemptions any time between January 1st and April 30th.
- ☐ If your property taxes are being escrowed by your mortgage company, forward any original tax notices you may receive in the mail to your lender so that the taxes are paid in a timely matter.
- ☐ It is the taxpayer's responsibility to be certain that the property is rendered in the taxpayer's name for the upcoming tax year. Contact the county appraisal district for assistance in making certain this is done.



Top 10 Real Estate CLOSING DELAYS

1. DETERMINING OWNERSHIP

Verify all owners/sellers names; make sure they are listed on your contract. If any changes have occurred in marital status, if a death has occurred, or if the property is vested in a trust, we will need to know in advance.

2. FOREIGN SELLER

At the listing appointment, determine if the seller is a "foreign person," as defined by applicable law. If you believe the seller could be classified as a foreign person, notify your escrow officer and all parties to the contract. A foreign person requires certain IRS documentation with most of the obligation falling upon the buyer.

3. LENDER INFORMATION

We are required to obtain the seller's loan payoff information. We will need the name and phone number of the lender, the loan number, and the full social security number for each person on the loan.

4. SURVEY

If an existing survey is to be provided to the buyer by the seller per the contract, it must be accompanied with the Residential Real Property Affidavit (T47). Failure to provide the affidavit with the existing survey could result in the seller paying for a new survey.

5. IDENTIFICATION

Valid, unexpired U.S. government issued photo ID is required for each person signing documents. A State issued driver's license, a military ID and/or a passport are acceptable forms of identification.

6. CLOUDS ON TITLE

Tax liens, judgments, HOA liens, missing liens, IRS liens, bankruptcy and any other involuntary liens will be addressed and some could take an extended time to clear. It is important to have open lines of communication between the seller and the title company to clear any clouds on title.

7. CONTRACT DATES

All dates in the contract should be complete. The effective date is the catalyst for all requirements/conditions in the contract. Incomplete dates in the contract can lead to confusion and misunderstandings which could delay your closing and funding!

8. REPAIRS NOT COMPLETED

Agreed repairs must be completed in a timely fashion. Completion of repairs in the contract is often a lender requirement to satisfy the loan. Lenders can require the appraiser to re-inspect the property prior to closing to certify the repairs were completed.

9. HOA & HOA ADDENDUMS

If the property is in a subdivision with a mandatory owners' association, pay special attention to the boxes and blanks on the HOA addendum indicating the party responsible for delivering the subdivision information as well as the time frame required for delivery.

10. SHORT SALES & FORECLOSURES

It is important to understand the process when contracting into a short sale or foreclosure. Even after the contract is signed, the current lienholder still requires the seller to go through a process before approving the sale.



TO-DO LIST for New Homeowners

Moving into a new house can be a daunting task. Between unpacking, cleaning and trying to find that stray roll of toilet paper, it may feel you have lost your mind in a sea of bubble wrap. The items listed below may feel like back burner tasks but really, they help you feel like your new place is more like your new home.

1. Pest-proof Your New Home.

If you have access to your new place a day or so before the moving van is scheduled to arrive you could set off a bug bomb or have the exterminator come and spray. Even if you don't see any bugs, it's likely they're there, and you don't want to have to share your new digs with pests.

2. Turn on Utilities.

Notify the utility companies to transfer gas, water, electrical, trash and sewer into your name.

3. Plug in Refrigerator.

Make sure all of the appliances are plugged in and working. Many people while moving out unplug a refrigerator and turn it off.

4. Change the Locks

You really don't know who else has keys to your home, so change the locks. That ensures you're the only person who has access.

5. Inspect Your Belongings.

Once everything's off the truck, check your inventory list

against what's been delivered. This is where it helps to have both the inventory list and a floor plan filled out with what goes where.

6. Steam Clean Carpets.

Do this before you move your furniture in, and your new home life will be off to a fresh start.

7. Wipe Out Your Cabinets.

Before you move in your dishes and bathroom supplies make sure to wipe inside and out and replace contact paper if necessary.

8. Replace the Furnace Filter.

One of the fastest ways to create problems with a forced-air heating and cooling system is to forget to replace the filter. Locate the furnace filter and buy replacements.

9. Check for Plumbing Leaks.

An inspector should do this for you before closing, but it never hurts to double-check. Keep an eye out for dripping faucets, running toilets, and your water heater for signs of a leak.

10. Check Smoke and CO Detector Dates.

It's important that you know where your smoke and CO detectors are located and that they are working. Smoke alarms may be the cheapest, easiest and most effective means for protecting your family and your home from a fire.



11. Locate Your Home's Water Shutoff Valve.

Know where your main water shutoff valve is in case you need to shut off the water to your entire house.

12. Locate the Electrical Panel.

Find the electrical panel so you know where to shut of the power to you whole house or an individual circuit. You'll usually find the main circuit breaker panel in a utility room, garage or basement.

13. Inspect Crawlspaces and the Attic.

It's good to familiarize yourself with the farthest corners of your home. Check for leaks, bugs, mold and other issues that you should address sooner rather than later.

14. Take Pictures.

Your house will most likely look far different on the day you move in than the day you leave. Make time to take pictures of it the first day. You and your family will enjoy comparing "now and then" pictures down the road.

15. Make a Homeowner's Journal.

Buy a ring binder and keep insurance papers, repair receipts and all other paperwork pertaining to the house in it. Storing all your house information in one handy place makes life easier for the homeowner and can be a sales 'plus' when selling the house later.

16. Enjoy a Family Meal.

Moving can be tiring and stressful. So, after a long day of work, take time to unwind together. There's no need to worry about a fancy, homemade meal -- especially if you haven't managed to unpack the kitchen yet. You can drive to the nearest restaurant for takeout or order something for delivery.

17. Meet the Neighbors.

It's wise to reach out and extend a friendly gesture to your neighbors as soon as possible. Establishing yourself in your neighborhood can also give you access to inside information, like who's the best plumber in the area.

18. Get Some Sleep.

Moving can be tiring and stressful. So, after you've spent the day schlepping furniture and unpacking boxes, you need a good night's rest. Those boxes aren't going anywhere!

Sources:

<https://www.familyhandyman.com/smart-homeowner/things-to-do-when-you-move-into-your-new-home/view-all><https://www.bowerpowerblog.com/five-dos-new-home-owners/>

PLANNING A SMOOTH MOVE

After your purchase offer has been accepted and your loan approved, it is time to plan your move. By pre-planning your move, you will find that the numerous tasks involved will go more smoothly. You will be prepared for the challenge of creating a new home for you and your family.

30 DAYS BEFORE

- ☐ Determine what you do not want to move - plan a garage sale if necessary.
- ☐ Decide what you are going to pack yourself and what the movers are going to pack.
Keep in mind that the mover is not responsible for any breakage of items you will pack personally.
- ☐ Obtain property - packing cartons from your mover for items you will pack personally.
- ☐ Notify the post office of your new address.
- ☐ Gather medical and dental records for all family members.
- ☐ Notify schools and arrange to have transcripts and records forwarded to new schools.

2 WEEKS BEFORE

- ☐ Start packing. Plan a little at a time. Don't try to do it all in a day or two.
- ☐ Return borrowed items and reclaim items borrowed from you.
- ☐ Arrange disconnect/connect dates with local utilities.
- ☐ Arrange for maid service and carpet cleaners.
- ☐ Develop a floor plan to show the movers where you want your belongings placed.

1 WEEK BEFORE

- ☐ Dispose of all flammable materials that shouldn't be moved.
- ☐ Dismantle outdoor play or gym equipment.
- ☐ Transfer bond accounts and contents of safe deposit box.
- ☐ Pack items you want to move yourself and mark them "Do Not Move."

1 DAY BEFORE

- ☐ Empty your fridge and freezer. Let the appliances air out for 24 hours.
- ☐ Finish packing personal items.
- ☐ Get a good night's sleep.

MOVING DAY

- ☐ Strip beds, but leave the fitted bottom sheet on the mattress.
- ☐ Be present to answer movers' questions.
- ☐ Accompany movers through the house for an inventory of things to be moved.
- ☐ Confirm a destination address, dates and times with your mover.
- ☐ Close all windows, turn out lights and lock doors.



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