

OPR E-recording CDCAT-Georgetown 2018

Nancy E. Rister

Electronic Recording- it isn't that different from traditional paper recording.

Think of e-recording as e-Delivery.

We still control the recordability.

Recording and indexing are still done in our office by our land records software/staff.



When a title company needs a document, they prepare the document.

If it is a **paper** document:
the document is printed,
the parties sign in **ink**,
the notary signs in **ink** and seals,
then sends to be recorded in the County Clerk's office.

If it is an **electronic** document:
the document is created,
the parties sign electronically (may be wet),
the notary signs and seals electronically (maybe),
image is then generated **OR** the signed document is
scanned and sent electronically via a provider to the
County Clerk's office.

Electronic documents are submitted to
an eRecording vendor just like-

a paper document is delivered by courier
service.



Paper or Electronic:

The County Clerk's office reviews the document for recordability and if it is OK, affixes the seal, date, time, county name, Clerk's signature/name, & deducts the recording fee from the escrow account.

If the document is not recordable, then a rejection reason is returned to the submitter.

Indexing-who does it:

Electronic Document Level 2 suggests that the submitter indexes the first grantor and first grantee.

Experience teaches that they assign the duty to someone who doesn't know a grantor from a grantee so don't even bother. Let your staff do the indexing-NOT the submitter.



"But how do I know if it is an original that they are sending?" That burden is no longer the clerk's as UETA places it on the parties. (Uniform Electronic Transactions Act-2001 SB393)



Show me the



What about payment? How is that handled?

The e-recording vendor and their clients work all of that out. If the e-recording vendor has an **escrow account** which they should set up before you give them your software folk's phone #, then the system will deduct the fee from the escrow account. If there isn't enough \$ in the account, documents shouldn't even get to you.

Three Levels of e-Recording

Level 1: Scanned paper originals that had wet ink signatures. No indexing provided.

Level 2: Could be paper originals or electronic that had wet ink signature for notary. Some indexing data-normally incorrect.

Level 3: Fully electronic including signatures and notary. No indexing.

**DO NOT ACCEPT ANY DOCUMENT BY E-MAIL,
accept only through your software.**

Submitter Benefits of e-Recording

1. Speed (Turnaround time)
2. Lower Costs (no courier fees/USPS)
3. Document Control and Tracking
4. Fee Rejections eliminated due to escrow account with ample money
5. Rejection Resolution
6. Reporting from e-Recording vendor

Recorder Benefits of e-Recording

1. Speed
2. Lower cost due to less scanning of documents, less paper handling
3. Rejection Resolution (normally)
4. No more mounds of checks to enter or refunds or unsigned checks or....
5. Returned documents in hours not days to submitter

OK! I'm in.
How do I get started?



Step 1 Check with your software provider to make sure they have an e-recording package that will need to integrate documents sent into your database. If you are wanting to scan and transition from recording manually to electronic, make sure they have an e-recording package. Most vendors do.

Step 2 Give your software company a copy of the Memo of Understanding to sign. Some will, some won't. Then approach the e-recording providers and tell them you are going to be e-recording. Give them a copy of the MOU and tell them that you require their customers also sign an MOU with you. It is a public document.

Step 3 Let your title companies know that you will be e-recording soon to see if they are interested. If they are, make sure they have a list of e-recording providers to use if they wish. Some may already have that function available.

Step 4 Review who can and cannot record in Texas electronically by statute.
Become familiar with the website of the Texas Insurance Commission that will show which title companies are approved to do business in the State of Texas.
Become familiar with the State Bar of Texas website so you are able to look up an attorney or firm licensed to practice in Texas.

SHOW ME

THE LAW

Local Government Code 195.003

Those **AUTHORIZED** to file ELECTRONICALLY

(a) The following persons may file electronic documents or other documents electronically for recording with a county clerk who accepts electronic filing and recording under this chapter:

(1) an attorney licensed in TEXAS;

(2) a bank, savings and loan association, savings bank, or credit union doing business under laws of the United States or TEXAS;

(3) a federally chartered lending institution, a federal government-sponsored entity, an instrumentality of the federal government, or a person approved as a mortgagee by the United States to make federally insured loans;

(4) a person licensed to make regulated loans in TEXAS;

(5) a title insurance company or title insurance agent licensed to do business in TX;

(6) an agency of the state of TEXAS; or (7) a municipal clerk.

THE MEMO OF UNDERSTANDING

The most important document in your office!

- It defines how they will record with you.
- It defines the size of the font!
- It defines the **DOTS PER INCH** that the documents must be scanned.
- It eliminates hot checks or too little money in their escrow account.



Keep a **list** of those who have signed up with which e-recording provider and the date the MOU was signed.

Choose one title company to use as a **test subject** with your software company. Make sure the transaction has integrated into your database. The image should show so indexing can take place. Have phone#s of the e-recording provider and your title company computer person handy. **TEST!! TEST!! TEST!!**

You will need to give your fee list to your software folks, agree on the way the recording stamp is shown & location on the page by statute and the receipt heading.

Bumps in the road..



Bumps in the road.....

Simplifile does not monitor their customer types to match Texas laws. They are from Utah.

You will get **lawyers not licensed in Texas** who want to e-Record. You will get **title companies not insured to operate in Texas.**

You will get **lumber companies, researchers, rental companies, collection agencies, drilling companies, property management companies, private lenders, plumbing companies, document processing companies, tower communication, timeshares, oil&gas companies, loan service.**

E-Recording providers:

ACS **E-Recording Partners Network**

Ingeo/CSC Simplifile Indecomm

What the law says.....

"The county clerk shall record, exactly, without delay ... and shall keep the records properly indexed and arranged ... "
LGC 191.001

Control your records - LGC 191.006 & 205.009

- Records belong to the County Clerk (LGC 191.006)
- Establish a Records Retention Schedule and Process

*"As an elected officer, the county clerk occupies a **sphere of authority** within which another elected officer may not interfere. The clerk's sphere of authority encompasses authority over both 1) records in the clerk's office and 2) resources in and personnel employed in the clerk's office."*

{Attorney General opinion GA-0203 issued 2004}

PRIA-Best Practices for eRecording

- Memo of Understanding-with each provider and require that they have one with their customers(they won't so you must)
- Recording fees accepted by ACH.(ask your Treasurer-escrow works best for us for each provider)
- Accept all document types-NOT BY TEXAS LAW you can't
- Simple process with fee no greater than paper-FEES SAME
- Indexing still done by clerk
- Images in a TIFF standard format with no lines down middle
- Work with multiple e-Recording vendors or providers
- No voiding of documents allowed (duh!)
- May limit the # of pages submitted in a single package
- No duplicate recordings-We can in TEXAS!

QUESTIONS????



ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated effective as of the date of the last party's execution herein below, is between Williamson County, Texas, a political subdivision of the State of Texas, acting by and through the Williamson County Clerk, with offices at 405 Martin Luther King Street, Georgetown, Texas 78626 (hereinafter referred to as the "**County**"); the entity or individual identified on the signature page herein below that desires to record documents with the Williamson County Clerk in accordance with the terms hereof (hereinafter referred to as the "**Company**"); and **Company's** Electronic Service Provider, which is identified on the signature page herein below (hereinafter referred to as the "**Company's ESP**").

County desires to offer the recording of documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Williamson County in compliance with all applicable laws and regulations from **Company** to **County** and electronically based receipt of confirmation of recording from **County** to **Company** based on the level of automation and structure of the transaction and is characterized by four different levels of automation and structure as follows:

Level 1 Submitting organizations transmit scanned image copies of ink signed documents to the **County**. The **County** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **County**. The **County** performs an electronic examination of the imaged documents, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3 Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **County** performs an electronic examination of the electronic documents, then completes the recording process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

Level 4 Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the **County** and returned in Smart document format to the submitting organization.

Program Eligibility

Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities, as authorized by Section 195.003, Local Government Code, may, directly or through a trusted third party provider, submit records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the **County**, Tyler Technologies Inc. – (hereinafter referred to as the “**County’s e-Recording Vendor**”), **Company’s ESP**, and **Company**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the **County** for Electronic Recording, although **Company** will be required to meet **County** requirements in order to record electronically per State Law. See 13 Tex. Admin. Code § 7.142 (Tex. State Library & Archives Comm’n, Elec. Filing & Recording).

County Requirements

The Electronic Recording Program of Williamson County is defined by the requirements attached to this Memorandum of Understanding.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by **County**. **Company and Company’s ESP** agree to provide the transmission to the **County** in accordance with the specifications outlined herein. **Company** understands that the specifications may change from time to time. In the event changes to the specification are required, the **County** will provide a written notice to the **Company** within a reasonable timeframe.

Attachment B contains the document specifications for the Electronic Recording program. For each document, the **County** specific document code is provided. Any **County** specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party’s reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the **County** system causes delays or power failures interfere with the normal course of business, the **County** will notify the affected **Company** with a choice of using a courier service or waiting until the problem has been remedied.

County Responsibilities

County shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

County will work with **County's e-Recording Vendor, Company, and Company's ESP** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.

County will test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **County**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

County will institute security to authenticate verbal communications.

County will apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

County's e-Recording Vendor Responsibilities

County's e-Recording Vendor is responsible for providing, supporting, and maintaining Electronic Recording Software and internal Recording Software to **County**.

County's e-Recording Vendor shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded. This provision is limited to software executable and not the network environment provided by the **County**.

County's e-Recording Vendor shall work with **Company, Company's ESP, and County** to resolve issues encountered in the Electronic Recording process that are within the scope of the **County's e-Recording Vendor's** software.

County's e-Recording Vendor, through the Electronic Recording software, shall maintain an audit trail of documents received, ID received from, dates and times received, receipts received to **Company** received, receipts transmitted, and any errors encountered.

Company Responsibilities

Company shall work to ensure that all security measures and credentials implemented are protected. **Company** assumes all responsibility for documents submitted through unique credentials provided to **Company** for the purposes of engaging in Electronic Recording.

Company shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document.

Company acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, **Company** intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, **Company** intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **Company** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files. "Users" is defined as the authorized employees of **Company**.

The **Company** and or its employees or representatives attest to the accuracy and completeness of the electronic records for the purposes of recording. **Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.**

Company is responsible for receiving recording information from **County** ensuring that the source of the receipt is known to be the **County**. **Company** is responsible for forwarding these documents to **County** ensuring that the source of the documents is known to be from the **Company** who has been authenticated and that the documents to be recorded pass from **Company** to **County** without modification. **Company** must maintain an audit trail of documents submitted for recording under this memorandum available to **County** or **County's e-Recording Vendor**, at their request, to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **Company**, submitted content as at point of delivery to **County**, dates and times submitted, size, and checksum.

Company is responsible for supporting any technical issues associated with its submission of documents for recording under this memorandum. **Company** shall work, in good faith, with **County's e-Recording Vendor** and **County** to resolve issues with the Electronic Recording process.

Company shall cooperate with both **County's e-Recording Vendor** and **County** to address problems or issues associated with this memorandum so the problems can be reported and addressed. In the event that problem is determined to be with the Electronic Recording software and not the infrastructure provided the **Company** shall work to resolve issues with **County** and **County's e-Recording Vendor**.

Company is solely responsible for any and all costs of the system or services that enables **Company** to meet the Electronic Recording Program requirements.

Company is responsible for coordinating all technical problems and issues through **County**.

Company shall sign this Memorandum of Understanding and **Company** must ensure that **Company's ESP** has also signed this Memorandum of Understanding. In the event that **Company** fails to require **Company's ESP** to sign this Memorandum of Understanding, **Company** will not be allowed to record documents with **County** until such time that **County** is provided with the **Company's ESP's** fully executed Memorandum of Understanding.

Company's ESP Responsibilities

Company's ESP shall assist **Company** in ensuring that the source of the receipt is known to be the **County**. **Company's ESP** shall assist **Company** in forwarding documents to **County** ensuring that the source of the documents is known to be from the **Company** who has been authenticated and that the documents to be recorded pass from **Company** to **County** without modification. **Company's ESP** must assist **Company** in maintaining an audit trail of documents submitted for recording under this memorandum available to **County** or **County's e-Recording Vendor**, at their request, to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **Company**, submitted content as at point of delivery to **County**, dates and times submitted, size, and checksum.

Company's ESP shall assist **Company** in supporting any technical issues associated with **Company's** submission of documents for recording under this memorandum. **Company's ESP** shall work, in good faith, with **County's e-Recording Vendor** and **County** to resolve issues with the Electronic Recording process.

Company's ESP shall cooperate with both **County's e-Recording Vendor** and **County** to address problems or issues associated with this memorandum so the problems can be reported and addressed. In the event that the problem is determined to be with the Electronic Recording software and not the infrastructure provided, the **Company's ESP** and **Company** shall work to resolve the issues with **County** and **County's e-Recording Vendor**.

To the extent other terms and conditions of this Memorandum of Understanding are applicable to **Company's ESP**, **Company's ESP** hereby agrees to comply and abide by such terms and conditions.

Company's ESP shall sign this Memorandum of Understanding and **Company's ESP** must ensure that **Company** has also signed this Memorandum of Understanding. In the event that **Company's ESP** fails to require **Company** to sign this Memorandum of Understanding, **Company's ESP** will not be allowed to record documents with **County** until such time that **County** is provided with the **Company's** fully executed Memorandum of Understanding.

General Understanding

County will not incur any liability for the information electronically transmitted by the **Company** to **County**.

County will not incur any liability for any breach of security, fraud, or deceit as a result of Electronic Recording.

No party to this MOU shall be liable to another party for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt.

The **County, Company, and Company's ESP** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

The **County, Company, and Company's ESP** acknowledge that the electronic recording process is an emerging technology and that state and national standards will continue to evolve.

Agreed and Accepted:

County:

Printed Name Nancy E. Rister
Signature Nancy E. Rister
Title Williamson County Clerk
Date 7-29-16

Company:

Name of Entity or Individual _____
Printed Name _____
Signature _____
Title _____
Date _____

Company's ESP:

Name of Entity or Individual _____
Printed Name _____
Signature _____
Title _____
Date _____

Attachment A
Technical Specifications

Format of the Transmitted File:

PRIA (Property Records Industry Association) file format standard will be used. Images will be in multi-page Group IV TIFF format. The Company can work with the County's e-Recording Vendor and County to provide additional fields (extensions) to the current PRIA standard.

Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed. User passwords will be changed on a quarterly basis.

Returned File Format:

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported:

Level 2

Electronic Signatures and Use of Digital Certificates:

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, County reserves the right to revisit this at a later date with Company. Company acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with County to accommodate their use.

Imaging Standards:

Documents will be scanned at 200dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Document font size must meet PRIA minimum standards.

Margins will consist of a minimum of a ½" top margin on page ONE and ½" each side and bottom margins.

NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.

Attachment B
Documents Specifications

Eligible Document Sizes:

All document types sized 8 ½” by 11” will be acceptable.

Unacceptable document types are:

- 1. Oversized documents (larger than 8 ½” x 14”)***
- 2. Certified documents with changes made and no affidavit attached on top***
- 3. Death Certificates***

County Specific Document Type Coding

Please refer to Attachment D, PRIA Logical Data Dictionary, which lists all the acceptable “Document Types”. It is the County’s intention to not reject documents based on “incorrect” or non-County specific document types. Rather the County will correct the document type as part of the acceptance process.

Grantee’s Legal Mailing Address, which includes the Street or Post Office Box, City, State and ZIP Code, MUST be clearly identified on any transfer deed as per Texas Property Code Section 11.003.

Scanned documents must be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image.

Notary Requirements per Document:

It is the responsibility of the Company to confirm that notary signatures and seals are present on all documents that require them.

Inked notary seals are strongly recommended, in place of embossed notary seals which require “darkening” by the Company prior to submittal.

Eligible Document Batches:

Documents batches will be submitted by escrow account number. In no event will electronic document batches exceed 25 documents in any batch.

Attachment C
Service Offering

Hours of Operation:

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the County Recording Office is open to the public for business. Documents will not be processed on County holidays, weekends, "inclement weather days", etc., or in the event of network or equipment failure. County will attempt to notify Company of any disruption in service if known in advance.

Processing Schedules:

Documents received prior to 3:00 PM Central Standard Time will be processed the same business day. Documents received after 3:00 PM Central Standard Time may be processed the next working day.

Turnaround Timeframe:

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options:

There are no other electronic delivery options at this time.

Return to Options:

Submitted documents that are accepted for recording will be provided to the Company in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the Company in electronic format after recordation is complete. This confirmation will include the document image and County indexing data. County reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the Company in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 7 days with the Company.

Service Help Contact Information:

**County Recording Contacts: Chester Holton
 (512) 943-1522
 Cholton@wilco.org**

**County's e-Recording Vendor: Tyler Technologies Inc.
 Customer Support Center
 Phone 877-554-4434**

Company Business Contact: _____

Company Technical Contact: _____

Company's ESP Contact: _____

Attachment D
PRIA Logical Data Dictionary

1.AJ	ABSTRACT OF JUDGEMENT
2.AFF	AFFIDAVIT
3.AGR	AGREEMENT
4.AMEN	AMENDMENT
5.APPT	APPOINTMENT
6.ASSN	ASSIGNMENT/TRANSFERS
7.CERT	CERTIFICATE
8.CSL	CHILD SUPPORT LIEN
9.DECL	DECLARATION
10.DEED	DEED
11.DT	DEED OF TRUST
12.DESG	DESIGNATION
13.ESMT	EASEMENT
14.JD	JUDGMENT
15.LN	LIEN
16.LP	LIS PENDENS
17.LS	LEASE
18.MEM	MEMORANDUM
19.ML	MECHANICS LIEN
20.MODI	MODIFICATION
21.NOT	NOTICE
21.OPT	OPTION
22.ORDER	ORDER
23.ORD	ORDINANCE
24.PA	POWER OF ATTORNEY
25.PAR	PARTIAL RELEASE
26.PM	PROP OWNRS ASSOC MNGT CERT
27.PRJD	PARTIAL RELEASE OF JUDGMENT
28.PRLP	PARTIAL RELEASE LIS PENDENS
29.PRAS	PARTIAL ASSIGNMENT
30.RAT	RATIFICATION
31.REL	RELEASE
32.REAS	RE-ASSIGNMENT
33.RLJ	RELEASE OF JUDGMENT
34.RLP	RELEASE OF LIS PENDENS
35.RESO	RESOLUTION
36.RESA	RESCISSION OF ACCEL MATURITY
37.REST	RESTRICTIONS
38.SI	SECURITY INSTRUMENT
39.SUB	SUBORDINATION
40.TERM	TERMINATION
41.TR	TRUSTEE DEED
42.UCC	REAL PROPERTY UCC
43.NUCC	NSTD REAL PROPERTY UCC

Nancy E. Rister
Williamson County Clerk
nrister@wfilco.org



P.O. Box 18
Georgetown, Texas 78627
(512) 943-1515

MOU FILING PROCEDURES 2015

Anyone desiring to file documents electronically in the Williamson County Official Public Records must first submit a fully executed memorandum of understanding (MOU). This process begins by obtaining a copy of the county's MOU from one of four approved electronic filing service providers (EFSP). The service provider then issues the customer a copy of the MOU signed by the vendor, county and EFSP. The *Company* must add their information and signature in the appropriate places and submit the completed MOU to the county and service provider. MOUs are accepted via any delivery method including email, fax, postal service, etc.; however, an email address must be provided to which a confirmation will be sent on the MOU status.

Once an MOU is received, all company information is entered into an Excel workbook containing separate tabs for each service provider, a combined tab for all MOUs and a tab for unauthorized submitters. The following information is entered in the corresponding columns at the bottom of the appropriate EFSP tab as soon as an MOU is received:

- Company name
- ESP
- Name of signer
- Delivery method
- Date received
- Email address
- Phone number
- Alternate point of contact
- Business type
- Location
- Internet address

NOTE: When submitted by email, information not included in the MOU may often be found in the email itself, such as the email address, phone number, city and state, etc. The Internet is then used to find as much missing information as possible.

	COMPANY	ESP	Signed By	Delivery	Received	Email Address	Phone	Alternate POC	Business Type	Location	Internet Site
291	WFG Lender Services	Simplifile	Brian Phan	email	7/9/2015	bphan@wfels.com	805-915-5263		National settler	Westlake Village, CA	http://www.wfels.com
292	WFG National Title Insurance	Simplifile	Diane Coler-Riffle	email	10/6/2015	dcoler-riffle@willistonfir	503-431-8531		Title insurance		http://www.national.wf
293	William C. Pollard Law	Simplifile	William C. Pollard	email	6/1/2015		512-535-0572		Attorney	Austin, TX	http://www.pollardlaw.u
294	William E. Sterling, Jr.	Simplifile	William E. Sterling	email	5/29/2015		512-258-2244	Janie Jackson	Attorney	Austin, TX	http://www.wilsonsterli
295	Wilson, Sterling & Russell	Simplifile	Kerri Jones	email	6/1/2015		512-258-2244		Law firm	Austin, TX	http://www.wilsonsterli
296	Winstead PC	Simplifile	Bill Bauer	email	6/1/2015	bbauer@winstead.com	214-745-5470		Law firm	Dallas, TX	http://www.winstead.co
297	Winstead PC	Simplifile	Andy Arthur	email	6/4/2015	aarthur@winstead.com	512-370-2905		Law firm	Austin, TX	http://www.winstead.co
298	Wright Abshire Attorneys	Simplifile	Molly Dear Abhire	email	11/2/2015		713-660-9595		Attorneys	Bellaire, TX	http://www.wrightabshi
299	Xavier G. Medina Law Office	Simplifile	Kaylene Letcher	email	6/4/2015	kaylene@medinalaw.us	512-977-0881		Law office	Austin, TX	http://lawofficeofxavier
300											
301											
302	New Company, LLC	Simplifile	John Smith	email	today	jsmith@newcompany.com	512-943-1111	Janie Jones	Title company	Hometown, TX	http://www.newcompan
303											
304											
305											
306											
307											
308											

Once the MOU information is entered into the workbook, research is conducted online to determine whether the *Company* satisfies one of the seven types of persons authorized to file electronically in accordance with Local Government Code 195.003.

Sec. 195.003. PERSONS AUTHORIZED TO FILE ELECTRONICALLY.

(a) The following persons may file electronic documents or other documents electronically for recording with a county clerk that accepts electronic filing and recording under this chapter:

- (1) an attorney licensed in this state;
- (2) a bank, savings and loan association, savings bank, or credit union doing business under laws of the United States or this state;
- (3) a federally chartered lending institution, a federal government-sponsored entity, an instrumentality of the federal government, or a person approved as a mortgagee by the United States to make federally insured loans;
- (4) a person licensed to make regulated loans in this state;
- (5) a title insurance company or title insurance agent licensed to do business in this state;
- (6) an agency of this state; or
- (7) a municipal clerk.

Internet resources used to determine a company's authorized status:

- State Bar of Texas <http://www.texasbar.com>
- Texas Department of Insurance <https://www.tdi.state.tx.us>
- Texas Department of Savings and Mortgage Lending <http://www.sml.texas.gov>
- Texas Office of Consumer Credit Commissioner <http://occc.texas.gov>
- Office of the Comptroller of the Currency <http://www.occ.treas.gov/topics/licensing/national-bank-lists/index-active-bank-lists.html>

NOTE: Home builders and community developers are an example of the type of *person* that has direct ties to the real estate market but does not satisfy one of the types of persons authorized to file electronically IAW LGC 195.

COMPANY AUTHORIZED TO FILE ELECTRONICALLY

The workbook entry for an approved company is color coded green in column A before copying and pasting in the Combined tab at the correct alphabetical location. It is then cut and pasted in the correct alphabetical location of the service provider's tab. The workbook is finally saved, closed and renamed to reflect the date of the change, e.g., *MOU List 20160201*.

The next step is to send the MOU list by email to all personnel who process E-recorded documents with a brief note describing the changes made.

Example:

“The attached list includes an MOU received this morning for each of the following: “

 New Company, LLC	Simplifile	John Smith
--	------------	------------

Once the employees have a copy of the updated MOU list, an email reply is sent to the submitter and service provider informing them that the MOU was received and is in effect.

Example:

“An MOU has been received for New Company, LLC with Simplifile and is effective immediately.”

The last step is to save an electronic copy of the MOU in a folder maintained for that service provider, and to save the email correspondence for that MOU in a similar folder in Outlook.

COMPANY NOT AUTHORIZED TO FILE ELECTRONICALLY

The workbook entry for a company not authorized to record electronically is color coded red in column A before cutting and pasting it at the correct alphabetical location in the Unauthorized submitters tab. Save the workbook.

An email reply is then sent to the submitter stating that the MOU was not accepted.

Example:

Mr. Smith,

We are unable to accept the MOU submitted for New Company, LLC with Simplifile as this company does not satisfy any of the seven types of persons authorized to file electronically in accordance with Texas Local Government Code 195.003 (see below). If you believe our assessment is incorrect and would like to be reconsidered for authorization to record documents electronically in Williamson County, Texas, please provide supporting information for verification.

Sec. 195.003. PERSONS AUTHORIZED TO FILE ELECTRONICALLY.

(a) The following persons may file electronic documents or other documents electronically for recording with a county clerk that accepts electronic filing and recording under this chapter:

- (1) an attorney licensed in this state;
- (2) a bank, savings and loan association, savings bank, or credit union doing business under laws of the United States or this state;
- (3) a federally chartered lending institution, a federal government-sponsored entity, an instrumentality of the federal government, or a person approved as a mortgagee by the United States to make federally insured loans;
- (4) a person licensed to make regulated loans in this state;
- (5) a title insurance company or title insurance agent licensed to do business in this state;
- (6) an agency of this state; or
- (7) a municipal clerk.

Respectfully,

Jane Jones
County Clerk
Recording Manager

The last step is to save an electronic copy of the MOU in a folder kept for that service provider, and to save the email correspondence for that MOU in a similar folder in Outlook.

E-RECORDING PROVIDERS

A.C.S. – ERX

Sherry Dunn
2828 N. Haskell Ave.
Bldg 5, Floor 2
Dallas, TX 75204
(214) 887-7473
Sherry.Dunn@xerox.com

Sherry Dunn
(214) 841-8089
Sherry.Dunn@xerox.com

Ingeo Systems Inc.

Tyler Worf
1300 N. 200 East, # 118
Logan, UT 84341
(435) 374-0131
tworf@ingeo.com

csc-help@cscglobal.com

eRecording Partners Network

Pam Trombo
400 Second Ave S
Minneapolis, MN 55401
(888) 325-3365 X-11240
pam@goepn.com

support@erecordingpartners.net

Simplifile LC

Auri Burnham
4844 North 300 West, Suite 202
Provo, UT 84604
(801) 373-0151
aburnham@simplifile.com


support@simplifile.com

Recording standards

OFFICIAL PUBLIC RECORDS

Statutes

- The county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded. Local Government Code 192.001



Statutes

- An instrument concerning real or personal property may be recorded if it has been acknowledged, sworn to with a proper jurat, or proved according to law. Property Code 12.001(a)



Statutes

- Acknowledge guidelines – Civil Practice & Remedies Code 121.001 – 121.0012
- An instrument relating to real or personal property may not be recorded unless it is in English or complies with this section. Property Code 11.002

Statutes

- Notwithstanding Section [191.007\(c\)](#), Local Government Code, an instrument transferring an interest in real property to or from an individual must include a notice that appears on the top of the first page of the instrument in 12-point boldfaced type or 12-point uppercase letters and reads substantially as follows:

Statutes

- NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. Property Code 11.008(c)

Statutes

- SPECIFICATIONS FOR LEGAL PAPERS; INCREASED FEES.
(a) A legal paper presented to a county clerk for filing or for recording in any county must meet the requirements prescribed by Subsections (b) through (g). Except as provided by this section, a county clerk may not impose additional requirements or fees for filing or recording a legal paper.

Statutes

- (b) A page is considered to be one side of a sheet of paper. A page must:
 - (1) be no wider than 8-1/2 inches and no longer than 14 inches;
 - (2) have a sufficient weight and substance so that printing, typing, or handwriting on it will not smear or bleed through; and

Statutes

- (3) be printed in type not smaller than eight-point type and be suitable otherwise for reproducing from it a readable record by a photocopy or photostatic or microphotographic process used in the office of the county clerk.

Statutes

- (c) Except as provided by Section [11.008\(c\)](#), Property Code, a clearly identifying heading, similar to the headings on most commercially supplied printed forms, must be placed at the top of the first page to identify the type or kind of legal paper.



Statutes

- (d) Printing, typing, and handwriting must be clearly legible.
- (e) Names must be legibly typed or printed immediately under each signature.



Statutes

- (f) All photostats, photocopies, and other types of reproduction must have black printing, typing, or handwriting on a white background, commonly known as positive prints.

Statutes

- (g) Riders and attachments must comply with the size requirement prescribed by Subsection (b) and shall not be larger than the size of the page. Only one rider or attachment may be included in or attached to a page. Local Government Code 191.007

STATUTES

- Exemplified Copy
- Estates Code 501.002(c)(1)(2)(3), 503.001(b)

Statutes

- State Tax Lien/Release of State Tax Lien

• Clerk Recording Fee	Local Government Code 118.012, 118.013	\$5.00
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$16.00

Statutes

- Federal Tax Lien/Release of Federal Tax Lien

• Clerk Recording Fee	Property Code 14.00	\$10.00
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$31.00

Statutes

- Assumed Name Certificate/Assumed Name Abandonment

• Clerk Recording Fee	Business & Commerce Code 71.155(a)(1)	\$ 2.00
• Clerk Recording Fee	Business & Commerce Code 71.155(a)(2)	\$.50*
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$23.50
• *Add \$.50 for each additional owner.		

Statutes

- UCC Financing Statement *

• 1-2 pages:		
• Clerk Recording Fee	Business & Commerce Code 9.525(a)(1)	\$15.00
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$36.00

Statutes

- 3 or more pages:

• Clerk Recording Fee	Business & Commerce Code 9.525(a)(2)	\$30.00
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$51.00

Statutes

- *Effective 7-1-2001 – UCC records relating to consumer goods are no longer filed in the county Clerk’s Office, per revised Article 9 for the State of Texas, these are filed with the State. UCC-1 and UCC-3 are accepted for filing in the Real Property Records if the collateral is timber, mineral, oil, gas or fixtures.

Statutes

- Plats

• Clerk Recording Fee	Local Government Code 118.011(c),232.0021	\$????
• Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
• Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$.00

Statutes

- Other Fees:

- Posting of Public Notices

• Clerk's Posting Fee	Property Code 51.002(f)	\$ 2.00
• Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
• Total		\$ 3.00

Statutes

- Copies/Certification/Non-Compliance

-

- Copies Local Government Code 118.011(a)(4) \$ 1.00
- Certification of Copies Local Government Code 118.011(a)(3) \$ 5.00
- Missing grantee address Property Code 11.003(a)(2) \$25.00

RECORDING FEES:

Recording in Real Property Records

Clerk Recording Fee	Local Government Code 118.011(a)(1)	\$ 5.00*
Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
Total		<u>\$26.00</u>

*Clerk recording fee per additional page Local Government Code 118.011 \$ 4.00
Each name in excess of five names that has to be index LGC 118.011 \$.25 per name

State Tax Lien/Release of State Tax Lien

Clerk Recording Fee	Local Government Code 118.012, 118.013	\$ 5.00
Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
Total		<u>\$16.00</u>

Federal Tax Lien/Release of Federal Tax Lien

Clerk Recording Fee	Property Code 14.005	\$10.00
Records Management Fee	Local Government Code 118.0216(b)(2)	\$10.00
Co. Clerk Archive Fee	Local Government Code 118.025(f)	\$10.00
Courthouse Security Fee	Local Government Code 291.008(d)	<u>\$ 1.00</u>
Total		<u>\$31.00</u>

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Exemplified Copy Estates Code 501.002(c)(1)(2)(3), 503.001(a)