

Are you ready for today? **STORMS, HIGH 88, LOW 74 / PAGE B12 TIE ENDS DYNAMO WIN STREAK AT 5 / PAGE C5**

HOUSTON CHRONICLE

WWW.CHRON.COM

SUNDAY, JULY 1, 2007

VOL. 106 • NO. 261 • \$1.75

Local GOP on the Hill push own spending wish lists

■ Paul, Culberson
defend earmarks
for area projects

By BENNETT ROTH

WASHINGTON BUREAU

WASHINGTON — U.S. Rep. Ron Paul of Lake Jackson, the Libertarian-leaning contender for the Republican presidential nomination, long has waged war on the widespread federal spending he views as outside constitutional boundaries.

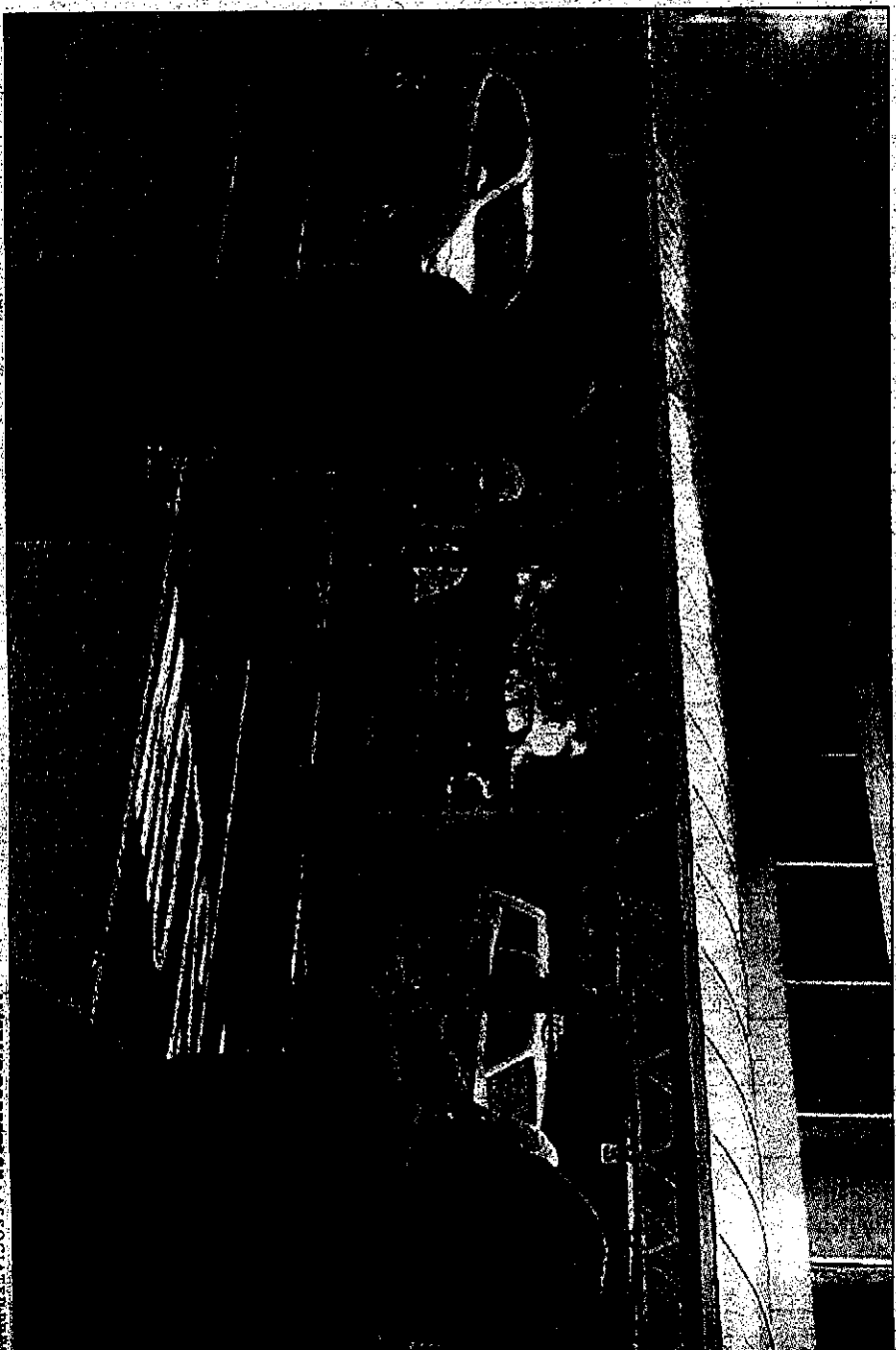
But the congressman, who often votes against spending bills, including funds for the Iraq war, leads the Houston-area delegation in the number of earmarks, or special funding requests, that he is seeking for his district. He is trying to nab public money for 65 projects, such as marketing wild shrimp and reno-

SPORTS
Biggio fired
up Astros
for '05 run



Today's collectible poster comes from the NL Championship Series in 2005 with St. Louis. **PAGE C10**

U.K. LINKS BOMB SCARES



CONSUMER

ON HOMES

ad contractors ten come with arning signs

in planning a remodeling project, and need help. Do you have any traps you always hear It would be helpful to checklist of warning o reference throughout n trouble once I de- r rapport with someone work on my home or t seems like everything out great, but I end up ointed.

on't give up on trusting eople. Just trust them ur eyes wide open. ate what are likely to be ider-putable contractors idering a list of traits n to rip-off artists. The Trade Commission and ter Business Bureau und the following to be ions that a contractor t be interested in satis- stomers:
is door-to-door. Be nus of contractors who t to gain business by vis- or-to-door. The best tors are in demand and ave the time to make s. discounts for finding



BRETT ROGERS

you need time to consider many factors when deciding which contractor to hire. You will want to check references; look into the contractor's standard of work and his professional designations and affiliations; verify his insurance; check to see if he needs a license (and if so, that it is valid); get written estimates from several firms based on identical project specifications and call the BBB.

No local history or phone book listing: This can be a red flag indicating that the contractor does not have an established business presence in the state. You want to see a successful history of operating under the same name in the same market.
Asks you to pay for the entire job up-front or demands only cash: Whatever the reason, never pay for the entire project upfront. Payments should be by credit card or check so that your credit card statement or cancelled check can provide proof of payment.

REAL ESTATE LAW

Familiarity with title insurance good policy

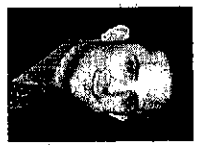
Title insurance in Texas is regulated by the Texas Title Insurance Act. Title insurance provides buyers of real property and their lenders with a contract of indemnification for loss or damage incurred as a result of defects in the title to the real property being purchased. Title insurance does not guarantee the state of title, but is a contract by the insurer to indemnify the insured to the limits of the amount of the policy if a claim is made against the title to the real property. Title insurance provides coverage against matters existing as of the effective date of the title policy and does not cover defects in title arising for the first time after the effective date.

Companies and agents

The insurance companies ("title companies") issue title policies and title insurance agents ("title agents") are authorized to issue title policies for certain title companies. Title companies issue, underwrite and guarantee title policies, whereas title agents write title policies on behalf of the title company and receive a portion of the title insurance premium in return. The title company, as opposed to the title agent, is the party that pays on any successful claims made against the title policy. Once a title company or title agent is selected, a request for title insurance (along with a legal de-

scription of the real property) will be submitted. A title examination is made to determine the condition of the title to be insured and to evaluate the risk to be undertaken in the issuance of a title policy. Subsequently, a title commitment will be issued which commits the insurer to issue a title policy in favor of a named insured in the amount of the purchase price of the real property.

Exceptions to coverage may include easements of record, outstanding mineral interests, or liens against the real property. It is in the insured's best interest to have as many exceptions removed from the title commitment as possible. Unless removed from the title commitment, exceptions will be set forth in the title policy, and the title company will not be responsible for any claims arising out of such exceptions.



BRETT L. STOBIN

Remove exceptions
The title commitments set forth exceptions to the coverage of the title policy. Examples of exceptions to coverage may include easements of record, outstanding mineral interests, or liens against the real property. It is in the insured's best interest to have as many exceptions removed from the title commitment as possible.

Unless removed from the title commitment, exceptions will be set forth in the title policy, and the title company will not be responsible for any claims arising out of such exceptions. The premium for title insurance is paid at closing and a settlement statement reflecting such payment will be issued by the title company.

Policy types

The two most common types of title policies issued are the owner's policy and the mortgagee's policy. The owner's policy insures the buyer/owner of real property against loss or damage as set forth in the title policy.

The mortgagee's policy insures against the same types of risks as the owner's policy, is issued in favor of the buyer's lender, and is generally issued at the request of the buyer to satisfy the lender. Texas uses standardized forms and rates for title insurance.

Although the party that pays for the title policy is typically the seller, both the seller and buyer are free to negotiate in which party will be responsible for payment.

The premium for title insurance is paid at closing and a settlement statement reflecting such payment will be issued by the title company.
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