

# ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

(Must Be Signed by Registrar prior to Submitting Electronically)

THIS MEMORANDUM OF UNDERSTANDING, dated \_\_\_\_\_, is between  
Lexington County, South Carolina and \_\_\_\_\_  
("Company") with offices at \_\_\_\_\_.

Lexington County desires to offer recording of real property documents by electronic transmission 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 for the mutual benefit of the parties of the transactions.

For purposes of this *Memorandum of Understanding*, "Electronic Recording" is defined based on the level of automation and structure of the transaction. The three levels of automation are 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 will be 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 indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document are returned electronically to the submitting organization along with the electronic recording data.
- **Level 3:** 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, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. 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 County and "Company" 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. Companies electing not to participate will receive service at the same level prevailing at the outset of the program.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

### County Requirements

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

- Attachment A contains the document and indexing specifications for the Electronic Recording program.
  
- Attachment B 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 God 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.

### Company Responsibilities

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.

The Company and its employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. 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 the costs of the system or services provided by a third party that enables Company to meet the Electronic Recording Program requirements.

### General Terms

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

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

Neither the County nor Company shall be liable to the other 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 and Company 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.

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

This contract shall be governed by and construed according to the laws of the State of South Carolina. Any claim or suit concerning this contract may only be filed in Lexington County Superior Court.

Agreed and Accepted:

COMPANY

By: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY

By: \_\_\_\_\_

Name: Tina Guerry, Lexington County Registrar of Deeds \_\_\_\_\_

Lexington County, South Carolina \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### Document and Indexing Specifications

#### Document Standardization

Recorded instruments -Requirements

1. When any instrument is presented to a county ROD or recording officer for recording, the first page of the instrument **shall contain a top margin of 2 inches and 2 ½ inch margin on the top of right-hand side of document or plat.**
2. When any instrument is presented to a county ROD or recording officer for recording, the document may not contain any identifying information in accordance with South Carolina's Identity Theft Protection Act effective 12/31/2008.
3. No document can be presented for recording with the word **VOID or COPY.**

#### Recording Fees

A list of Recording Fees is available on the Lexington County website at

[http://www.lex-co.com/Departments/RegisterOfDeeds/Recording\\_Fees.html](http://www.lex-co.com/Departments/RegisterOfDeeds/Recording_Fees.html)

Document recording fees are set by legislation through the Revised Code of South Carolina and the South Carolina Administrative Code. Specifically, in the following chapters I titles:

- Counties
- Public Documents, Records, and Publications Boundaries and Plats
- Uniform Commercial Code Department of Licensing
- Board and Department of Natural Resources

#### Imaging Specification:

Level 1 and Level 2 documents must be scanned by the submitter at a minimum dpi of 300.

### Indexing Specifications:

The following indexing standards are to be adhered to for submission of electronic documents.

#### Global Rules:

- 1) All entries are entered as they appear on the document with the exceptions as presented. Entries are not case sensitive and will ultimately appear in all caps.
- 2) No suffixes such as Jr., Sr., Trustee and the like, are required to be entered by the submitter. These will be entered by the County.
- 3) All signed names of parties on a document must be entered. In the cases where signatures are not required or do not appear for various reasons (e.g. name of mortgagee or grantee), all human and organization names on the document are entered **with the exception of any Nominee** name such as MERS aka Mortgage Electronic Registration Systems acting on behalf of or nominee for the Lender. **Index only the Lender name.**
- 4) In the case of a person unable to sign their full name and he or she makes an "X" or some other type of mark, the name typed under the mark will be entered.
- 5) In the case that the submitter is unsure as to whether a name is a Granter or a Grantee, etc., all names will be entered both ways.
- 6) No punctuation is used. All names that have punctuation, with the following exceptions, should be entered all together with no spaces. The exceptions are:

- a) Human names rule 1
- b) Human names rule 2
- c) Organization rule 4
- d) Organization rule 7

- 7) If unsure whether indexed party is a human or organization name, it will be entered twice, once as a human name and as an organization.
- 8) When indexing a Trustee, both the human and trust or organization name will be entered. For example: **Mary Smith, Trustee for the Smith Family Trust** is indexed under. First: **MARY** last: **SMITH** (human name) and **SMITH FAMILY TRUST** (organization name). In the example: **Mary Smith, Trustee for Trust B**, Trust B will not be indexed.

#### Human Name Rules:

- 1) Compound names contain no hyphens. Hyphens are replaced with spaces so that **Mary Sue Rogers-Johnson** is entered: first: **MARY** middle: **SUE** surname: **ROGERS JOHNSON** and is not entered under **JOHNSON**. In the case of **Mary Sue Rogers Johnson** (no hyphen), both **Sue** and **Rogers** will be indexed as middle names and **Johnson** will be indexed as the last name.

2) All foreign names are assumed to have a given name (or names) and a surname. Thus, **Ah Ho Chen** is indexed, first: **AH** middle **HO** surname: **CHEN**.

In addition, **Hamid Al-Sarras** is indexed: first: **HAMID** surname: **AL SARRAS**.

No foreign symbols or accent marks are used.

3) The full name of the party is entered as it appears on the document.

No abbreviation is used unless the names are abbreviated on the document.

4) When the signature is legible, the signature governs the indexing. When the signature is not legible, the printed or typed name under the signature governs the indexing. In a case where the typed name below the signature conflicts with the signature, enter both ways. In the case where the signature is illegible and there is no typed name under the signature, revert to the face of the document for names to be entered.

5) Surnames that begin with "Mc" such as **McDonald** and **Mc Coy** are entered without spaces regardless of how the name appears on the document.

6) If it is unclear as to whether a name is a surname or part of a given name, it is entered twice. For example, **Joe Van Cott** will be entered: first: **JOE** middle: **VAN** surname: **COTT**, as well as: surname: **VAN COTT**.

7) One initial is considered a given name. Two initials are considered as two given names. Thus, **M.L. Jones** is entered: first: **M** middle: **L** surname: **JONES**.

8) All titles such as **Dr.** or **Rev.** are dropped.

9) A woman who uses *Mrs.* and her husband's given name such as **Mrs. John Smith**,

"Mrs." will be entered at the end of the given name(s).

#### **Organization Name Rules:**

1) Never convert a roman numeral to a number. Never spell out a number or numeral. In addition, never convert a number that is spelled out. These will be entered as presented on the document.

2) **The**, **An** and **A** are not entered. These will be dropped.

3) Human names in an organization entry are not reversed. Thus, **Carl Magnum, Inc.** is entered: **CARL MAGNUM INC.** **Steve Hendrix Builders** is entered: **STEVE HENDRIX BUILDERS**

4) Fractions in an organization name are separated by a slash (/). Thus, **7 5/8 Company** is entered: **7 5/8 COMPANY**.

5) Organization names containing the words **Mount, Mt., Saint** or **St.** are entered as they appear on the document and are never converted to either the full or abbreviated form.

6) Single letters/numbers will be entered all together with no spaces. No symbols or punctuation marks are used. For example, **U.S.C. Booster Club, Inc.** will be entered: **USC BOOSTER CLUB INC** and **AI Auto Sales** will be entered **AI AUTO SALES**.

7) For organizational names such as **Ditech.com, Mid-Carolina Electric** and **Tri-State Mortgage**, where part of a word is used with punctuation to form the name, the punctuation will be dropped and a space will be used.

8) Punctuation marks are not used in organization names. Thus, **Jones, Smith and Associates** is entered: **JONES SMITH AND ASSOCIATES**. **America's Wholesale Lender** is entered: **AMERICAS WHOLESALE LENDER**.

9) Indexing procedures for organization names will apply to governmental agencies unless otherwise noted. Governmental agencies are entered first by agency name, followed by political subdivision notation. For example:

a) United States Farmer's Home Loan Association will be entered **FARMERS HOME LOAN ASSOCIATION UNITED STATES** (Farmers Home Loan Association is the agency and United States is the political subdivision)

b) South Carolina Budget and Control Board will be entered **BUDGET AND CONTROL BOARD SOUTH CAROLINA** (Budget and Control Board is the agency and South Carolina is the political subdivision)

c) Lexington County Master in Equity will be entered **MASTER IN EQUITY LEXINGTON COUNTY** (Master in Equity is the agency and Lexington County is the political subdivision)

The name of the individual who signed the document for the agency or political subdivision will not be indexed. In the example **Jim Eckstrom, Delinquent Tax Collector**, **Jim Eckstrom** will not be entered. No prefixes Such as "Secretary of " will be entered. County of Lexington will be entered **LEXINGTON COUNTY OF**. State of South Carolina will be entered **South Carolina STATE OF**.

L 0) Allowable symbols are: \$ & I @ if it is part of a name.

Your cooperation in following the above rules is greatly appreciated. Please be advised that the Lexington County Register of Deeds staff will continue to insure quality in all indexing entries.



## Attachment B Service Offering

### Hours of Operation

Excluding legal holidays (see list below), Lexington County's Recording Division will be open for business **Monday through Friday, 8:30 am to 4:30 pm, Eastern Standard Time.**

### Holiday Office Closure Schedule

NEW YEAR'S DAY HOLIDAY

MARTIN LUTHER KING DAY

PRESIDENTS' DAY

CONFEDERATE MEMORIAL DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

VETERANS' DAY HOLIDAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS HOLIDAY

### Processing Schedules

The electronic recording counter will be accessed Monday through Friday (excluding legal holidays) hourly between 8:30 am and 4:30 pm Eastern Standard Time.

### Turnaround Timeframe

Upon acceptance or rejection of electronic documents, submitters receive the following information, virtually immediately:

- Instrument Number:
- Book and Page Number
- Date/Time of Recording Fee Charges
- TIFF Image

### Alternative Delivery Options

In the event the Electronic Recording Counter is inoperable, the traditional means of document submission remain available. Paper documents may be submitted in person or by mail to the Lexington County Register of Deed's Office, 212 South Lake Drive, Suite 301, Lexington, South Carolina 29072, 8 am est. - 5:00pm est., Monday thru Friday

### Service Help Contact Information

Tina Guerry, Registrar of Deeds Lexington County  
803-785-8307  
tguerry@lex-co.com

Erin Collins, Deputy Register  
803-785-8259  
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