



Loan Signing Agent – Service Vocabulary and Must-Knows

Loan Package

Loan Package Complete set of documents a borrower signs for a real estate or loan transaction.

Borrower(s) Person or people taking out the loan and signing the documents.

Lender Bank or financial institution providing the loan.

Escrow / Settlement Company Neutral third party that handles money and documents during the transaction.

Title Company Company that researches property ownership and issues title insurance.

Signing Order / Confirmation Written instructions from the hiring company that outline time, place, fee, and requirements.

Core Loan Documents

Note (Promissory Note) Document where borrower promises to repay the loan under specific terms.

Deed of Trust / Mortgage Document that secures the property as collateral for the loan.

Closing Disclosure (CD) Final breakdown of loan terms, costs, and cash to/from borrower.

Loan Estimate (LE) Early estimate of loan terms and costs provided at the beginning of the process.

Right to Cancel / Notice of Right to Rescind Document giving certain borrowers a specific number of days to cancel a refinance on a primary residence.

Settlement Statements

HUD-1 / Settlement Statement (Legacy) Older-style settlement statement listing fees, credits, and payoffs. Still appears in some files.

ALTA Settlement Statement Modern settlement statement showing a detailed breakdown of lender and title fees.

Signature / Initial Lines Places where the borrower signs or initials to agree to specific sections or pages.

Riders and Special Documents

Riders (e.g., Condominium Rider, PUD Rider, ARM Rider) Add-on documents that modify the main Deed of Trust/Mortgage for special loan conditions.

Adjustable-Rate Rider / ARM Rider Document explaining adjustable interest rate terms.

Fixed-Rate Note Promissory note where interest rate remains the same for the life of the loan.

Escrow and Payment Terms

Escrow Account Account used by lender to collect funds for property taxes and insurance.

Impounds Monthly amounts collected for taxes and insurance (same concept as escrow account funding).

Prepayment Penalty Fee charged if borrower pays off the loan early under certain conditions.

Property Transfer Documents

Grant Deed / Warranty Deed / Quitclaim Deed Deeds used to transfer property ownership from one party to another.

Patriot Act / Identification Form Form documenting how the signer's identity was verified, often required by lender.

4506-C / Tax Transcript Request IRS form authorizing the lender to obtain tax transcripts from the IRS.

Affidavits and Certifications

Occupancy Affidavit / Owner-Occupancy Affidavit Statement where borrower confirms how the property will be used (primary, second home, investment).

Name / AKA Affidavit Document where borrower confirms any variations of their name used in public records.

Errors and Omissions / Compliance Agreement Document where borrower agrees to cooperate in correcting clerical errors in the loan package.

Disclosure Documents

Flood Hazard Determination / Flood Notice Notice telling borrower whether the property is in a flood zone.

Initial Escrow Disclosure Statement showing how much will be collected monthly for taxes, insurance, and escrow.

Payment Letter / First Payment Letter Document showing first payment date, amount, and where to send payments.

Deed of Reconveyance / Satisfaction of Mortgage Document recorded later by lender when the loan is paid off, releasing the lien.

Special Parties and Processes

Non-Borrowing Spouse Spouse who has an interest in the property but is not on the loan. Often signs security or disclosure documents.

Funding Moment when loan funds are actually disbursed by the lender.

Recording When deed and security documents are officially recorded with the county.

Loan Types and Services

Reverse Mortgage Package Loan package where lender pays borrower based on home equity. Special rules and documents.

HELOC (Home Equity Line of Credit) Revolving credit line secured by the borrower's home.

Refinance New loan taken to replace an existing mortgage, often with different terms.

Purchase Package Loan package for buying a property, including buyer and seller documents.

Service Providers and Fees

Signing Agency / Signing Service Middleman company that hires notaries to complete signing appointments.

Trip Fee / Print Fee Compensation for travel or document printing, when allowed under law and agreed to in writing.

Scanbacks / Faxbacks Requirement to scan or fax certain documents back to the hiring party after the signing.

Must-Know Principles: Your Role

You are a notary first, signing agent second All state notary laws override any signing or escrow instructions.

No legal advice Never explain terms, interest rates, fees, or whether the loan is "good or bad." Refer borrowers back to their lender or closing agent.

No giving opinions on documents You may identify a document by its title and read written sections aloud; you may not interpret or recommend.

Identity verification is non-negotiable Always follow your state's ID rules before performing any notarization in the package. No ID = no notarization.

Signature and Document Requirements

Watch all required signatures For jurats and required signature witnessing, you must see the borrower sign. If it needs to be signed in your presence, do not accept pre-signed pages.

No blank spaces Borrowers should not sign documents that contain obvious blank fields that should be filled. Stop and contact the hiring party if you see major blanks.

Date accuracy The notarial certificate date is always the actual date you complete the notarization, never a backdate or future date.

Right to cancel is sacred For rescindable loans, clearly point to the Notice of Right to Cancel and the rescission deadline. Do not calculate dates incorrectly. Follow given instructions or call the hiring party.

Documentation and Record Keeping

Journal entries (if required in your state) Record each notarization, not each appointment only. Include all details your state requires.

Seal placement Stamp only in the notarial certificate area. Avoid signatures, barcodes, text, and margins where recording could be rejected.

Follow written instructions from hiring party Read the confirmation email and separate instruction pages carefully: – Copies borrower keeps – Pages requiring initials – Pages that must be scanned back – Pages that must not be altered

Critical Document Review

Double-check critical documents Always review: – Note – Deed of Trust / Mortgage – Closing Disclosure – Right to Cancel – Any notarized affidavits Check for signatures, initials, and dates before leaving.

Handle name discrepancies correctly If printed name on docs doesn't match ID exactly, follow written instructions (e.g., sign as printed if allowed) and state law. Do not create your own name variations.

No side deals Never agree to separate agreements, side payments, or to omit required signatures.

Appointment Management

Late-signing or location changes If borrower or hiring party wants to move the signing or change time drastically, confirm with the hiring party. Do not make major changes on your own.

Refusal scenarios You must refuse to notarize when: – Signer is not present – Signer lacks acceptable ID – Signer appears coerced, confused, or incapacitated – Document is incomplete or suspicious Document the refusal as required by law.

Neutrality You are not on the lender's side or the borrower's side. Your role is neutral execution of the signing and notarizations.

Security and Confidentiality

Secure handling of documents Keep loan packages protected from damage, loss, and unauthorized viewing. Shred extra copies you were instructed to destroy.

Shipping / drop-off Use only the approved carrier and label provided. Drop package at staffed locations when possible, not random boxes, and note drop time and location.

Confidentiality Loan packages contain sensitive financial data. Do not show, discuss, or reuse any information for any purpose.

Professional Standards

Fee transparency Only accept and collect fees allowed in your state. Do not exceed legal notary fee limits for notarizations.

Ongoing education Loan types, forms, and rules change. Stay updated on: – Your state notary law – Common mortgage forms – Changes in closing disclosures and settlement practices

Document order and borrower copies Keep execution copy in original order. Separate and deliver borrower copies neatly.

Communication and Accuracy

Professional communication Always notify hiring party if: – Borrower refuses to sign – Major corrections or cross-outs occurred – Appointment was rescheduled or delayed – You notice missing documents or pages

Accuracy over speed Slow down enough to avoid missed signatures, missed initials, and mis-dated forms. One accurate signing beats multiple sloppy ones.